



**AGENDA
GREER CITY COUNCIL**

June 12, 2018

MEETING LOCATION: Greer City Hall, 301 East Poinsett Street, Greer, SC 29651

6:30 PM

COUNCIL REGULAR MEETING

I. CALL TO ORDER OF REGULAR MEETING

II. PLEDGE OF ALLEGIANCE

III. INVOCATION

A. Councilman Lee Dumas

IV. PUBLIC FORUM

V. MINUTES OF COUNCIL MEETING

**A. May 22, 2018
(Action Required)**

VI. SPECIAL RECOGNITION

A. Carroll Reynolds in recognition of her Retirement

B. Employee Recognition

VII. PRESENTATION

A. Pene' Ellis, Crime Analyst

Will present an overview of the Police Departments use of data to solve crimes and direct resources to prevent crimes.

VIII. ADMINISTRATOR'S REPORT

A. Ed Driggers, City Administrator

IX. APPOINTMENTS TO BOARDS AND COMMISSIONS

A. Greenville-Spartanburg International Airport Environs Planning

Commission

**Spartanburg County Representative Miles Nason's term expires 6/30/2018
(Action Required)**

B. Board of Architectural Review

Joada Hiatt's term expires 6/30/2018

Brandon Price's term expires 6/30/2018

(Action Required)

C. Board of Zoning Appeals

District 2 Glendora Massey's term expires 6/30/2018

District 4 Robbie Septon's term expires 6/30/2018

District 5 Lisa H. Lynn's term expires 6/30/2018

At-Large Monica Y. Ragin's term expires 6/30/2018

(Action Required)

X. OLD BUSINESS

A. Second and Final Reading of Ordinance Number 3-2018

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF
PROPERTY OWNED BY JONES AVENUE PARTNERS, LLC
(INDU VAKHARIA) LOCATED AT JONES AVENUE BY ONE
HUNDRED PERCENT PETITION; AND TO ESTABLISH A
ZONING CLASSIFICATION OF DRD, DESIGN REVIEW
DISTRICT, FOR SAID PROPERTY (Action Required)**

B. Second and Final Reading of Ordinance Number 15-2018

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF
CERTAIN REAL PROPERTY IN THE CITY OF GREER (Action
Required)**

C. Second and Final Reading of Ordinance Number 16-2018

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF
PROPERTY OWNED BY BEATE BANNON LOCATED AT 9 MILLER
ROAD BY ONE HUNDRED PERCENT PETITION; AND TO
ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN
REVIEW DISTRICT) FOR SAID PROPERTY (Action Required)**

XI. NEW BUSINESS

A. ACE Environmental Inc.

**Request for authorization for the City Administrator to execute a contract for
services with ACE Environmental Inc. (Action Required)**

B. First Reading of Ordinance Number 18-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION

OF PROPERTY OWNED BY PROFESSIONAL OFFICES LOCATED AT 106 WEST CHURCH STREET FROM O-D (OFFICE DISTRICT) TO R-12 (RESIDENTIAL SINGLE – FAMILY). (Action Required)

Ordinance #18-2018 is a rezoning request for a parcel located on 106 West Church Street. The owners are requesting a rezoning from O-D, Office District, to R-12, Single Family Residential. The purpose of this rezoning is to convert this property back to residential use. The Planning Commission conducted a public hearing on May 21, 2018 for the rezoning request. The Planning Commission recommended approval of this request.

Brandon McMahan, Zoning Coordinator

C. First Reading of Ordinance Number 19-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY SOUTHSIDE BAPTIST CHURCH LOCATED ON MAIN STREET FROM R-12 (RESIDENTIAL SINGLE - FAMILY) TO C-2 (COMMERCIAL DISTRICT). (Action Required)

Ordinance #19-2018 is a rezoning request for three parcels located on Main Street. The owner is requesting a rezoning from R-12, Single Family Residential to C-2, Commercial. The purpose of this rezoning is for potential future commercial development. The Planning Commission conducted a public hearing on May 21, 2018 for the rezoning request. The Planning Commission recommended approval of this request.

Brandon McMahan, Zoning Coordinator

D. First Reading of Ordinance Number 20-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY (1) WILLIAM AND MARSHA JOHNSON LOCATED AT 1689 GIBB SHOALS ROAD AND (2) ELLA SUDDUTH NICHOLS LOCATED AT 122 NICHOLS DRIVE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTIES. (Action Required)

Ordinance #20-2018 is an annexation and zoning request for property located on Gibb Shoals Road in Greenville County. The parcels for annexation are 10.61 acres. The property is proposed for residential development with a Design Review District zoning. The development will contain 40 single-family residences. The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel.

Kelli McCormick, Planning Manager

E. First Reading of Ordinance Number 21-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY (1) AND (2) WILLIAM AND MARSHA JOHNSON LOCATED AT 1689 GIBB SHOALS ROAD AND (3) ELLA SUDDUTH NICHOLS LOCATED AT 122 NICHOLS DRIVE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A

**ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT)
FOR SAID PROPERTIES. (Action Required)**

Ordinance #21-2018 is an annexation and zoning request for property located on Gibb Shoals Road in Greenville County. The parcels for annexation are 10.91 acres. The property is proposed for residential development with a Design Review District zoning. The development will contain 52 townhomes. The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel.

Kelli McCormick, Planning Manager

F. First Reading of Ordinance Number 22-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY (1) AND (2) JAMES D. SUDDUTH AND PAMELA S. TONNSEN LOCATED AT 1749 GIBB SHOALS ROAD AND 1670 SOUTH HIGHWAY 14 AND (3) DENNIS R. AND PAMELA S. TONNSEN LOCATED AT 1755 GIBB SHOALS ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTIES. (Action Required)

Ordinance #22-2018 is an annexation and zoning request for property located at Gibb Shoals Road, Suber Road, and Highway 14 in Greenville County. The parcels are 81.02 acres. The property is proposed for a mixed use development with a Design Review District zoning. The development will contain 163 single-family residences, 97 townhomes, 216 apartment units, and 100,000 square feet of commercial development. The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel.

Kelli McCormick, Planning Manager

G. First Reading of Ordinance Number 23-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY (1) LOLA M. CRAWFORD, (2A/B) JAMES E. WRIGHT, SR. AND (3) JAMES E. WRIGHT, JR. LOCATED AT (1) 936 SOUTH SUBER ROAD, 2(A/B) 938 SOUTH SUBER ROAD AND (3) 942 SOUTH SUBER ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-M1, (RESIDENTIAL MULTI-FAMILY) FOR SAID PROPERTIES. (Action Required)

Ordinance #23-2018 is an annexation and zoning request for property located on Suber Road in Greenville County. The property for annexation totals 9.546 acres. The property is proposed for R-M1, Multifamily Residential, zoning. The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel.

Kelli McCormick, Planning Manager

H. First Reading of Ordinance Number 24-2018

**CITY OF GREER BUDGET ORDINANCE FISCAL YEAR 2018 - 2019
AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF THE
CITY OF GREER, SOUTH CAROLINA, MAKING
APPROPRIATIONS THEREFORE, LEVYING TAXES, AND TO
PROVIDE FOR AN EFFECTIVE DATE. (Action Required)**

XII. EXECUTIVE SESSION

Council may take action on matters discussed in executive session.

A. Contractual Matter

Request: Motion for Council to enter into Executive Session to discuss a contractual matter regarding Spartanburg District 5 SRO (School Resource Officer) services as allowed by State Statute 30-4-70(a)(2).

B. Contractual Matter

Request: Motion for Council to enter into Executive Session to discuss a contractual matter regarding Reidville Fire District as allowed by State Statute 30-4-70(a)(2).

XIII. ADJOURNMENT

Anyone who requires an auxiliary aid or service for effective communication or a modification of policies or procedures to participate in a program, service, activity or public meeting of the City of Greer should contact Ruthie Helms, ADA Coordinator at (864) 848-5397 as soon as possible, but no later than 48 hours prior to the scheduled event.

Category Number: III.
Item Number: A.



AGENDA
GREER CITY COUNCIL
6/12/2018

Councilman Lee Dumas

ATTACHMENTS:

Description	Upload Date	Type
▣ Invocation Schedule	5/23/2018	Backup Material



**Greer City Council
2018 Invocation Schedule**

January 9, 2018	Councilman Wayne Griffin
January 23, 2018	Councilwoman Kimberly Bookert
February 27, 2018	Councilman Lee Dumas
March 13, 2018	Councilman Wryley Bettis
March 27, 2018	Councilwoman Judy Albert
April 10, 2018	Mayor Rick Danner
April 24, 2018	Councilman Jay Arrowood
May 8, 2018	Councilman Wayne Griffin
May 22, 2018	Councilwoman Kimberly Bookert
June 12, 2018	Councilman Lee Dumas
June 26, 2018	Councilman Wryley Bettis
July 10, 2018	Councilwoman Judy Albert
July 24, 2018	Mayor Rick Danner
August 14, 2018	Councilman Jay Arrowood
August 28, 2018	Councilman Wayne Griffin
September 11, 2018	Councilwoman Kimberly Bookert
October 9, 2018	Councilman Lee Dumas
October 23, 2018	Councilman Wryley Bettis
November 13, 2018	Councilwoman Judy Albert
November 27, 2018	Mayor Rick Danner
December 11, 2018	Councilman Jay Arrowood

Category Number: V.
Item Number: A.



AGENDA
GREER CITY COUNCIL
6/12/2018

May 22, 2018

Summary:

(Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ May 22, 2018 Council Meeting Minutes	6/5/2018	Backup Material

CITY OF GREER, SOUTH CAROLINA

MINUTES of the FORMAL MEETING of GREER CITY COUNCIL May 22, 2018

MEETING LOCATION: Greer City Hall, 301 East Poinsett Street, Greer, SC 29651

I. CALL TO ORDER OF REGULAR MEETING

Mayor Rick Danner – 6:33 P.M.

The following members of Council were in attendance:
Jay Arrowood, Kimberly Bookert, Lee Dumas, Wryley Bettis and Judy Albert. Councilman Wayne Griffin arrived at 6:36pm.

Others present: Ed Driggers, City Administrator, Tammela Duncan, Municipal Clerk, Steve Owens, Communications Manager and various other staff and media. Mike Sell, Assistant City Administrator was absent.

II. PLEDGE OF ALLEGIANCE

Councilmember Kimberly Bookert

III. INVOCATION

Councilmember Kimberly Bookert

IV. PUBLIC FORUM

No one signed up to speak

V. MINUTES OF THE COUNCIL MEETING

May 8, 2018

ACTION - Councilman Wryley Bettis made a motion that the minutes of May 8, 2018 be received as written. Councilwoman Judy Albert seconded the motion.

VOTE - Motion carried unanimously.

VI. SPECIAL RECOGNITION

- A.** Wayne George, Executive Director of the Municipal Association of South Carolina presented a plaque to Council welcoming the Greer City Council to the Municipal Elected Officials Institute of Government 2018 Honor Roll recognizing the Mayor and all Council as graduates of the Institute.

VII. DEPARTMENTAL REPORTS

- A. Building and Development Standards, Finance, Fire Department, Municipal Court, Parks & Recreation, Police Department, Public Services and the Website Activity Reports for **April 2018** were included in the packet for informational purposes.

Finance

David Seifert, Chief Financial Officer presented the Financial Report for the period ending April 30, 2018. (Attached)

General Fund Cash Balance: \$17,773,838.

General Fund Revenue: \$22,385,754. General Fund Expenditures: \$18,295,316.

Revenue Benchmark Variance: \$2,641,787. Expenditure Benchmark Variance: \$859,905.

Overall Benchmark Variance: \$3,501,692.

The City is 7% under budget during this time period.

Hospitality Fund Cash Balance: \$881,278.

Storm Water Fund Cash Balance: \$1,282,549.

VIII. PRESENTATION

- A. Dorian Flowers, Fire Chief presented his Annual Report. (attached)

IX. ADMINISTRATOR'S REPORT

Ed Driggers, City Administrator presented the following:

Calendar Items:

7th Annual Greer CPW Public Safety Appreciation Dinner – is scheduled for Tuesday, June 19th at 7 p.m. at The Cannon Centre, 208 Cannon Street.

Freedom Blast – is scheduled for June 30th at City Park.

2017-2018 City of Greer Budget – First Reading will be held June 12th, Second Reading and Public Hearing will be held June 26th.

X. OLD BUSINESS

- A. **Second and Final Reading of Ordinance Number 13-2018**
AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY IN THE CITY OF GREER

Ed Driggers, City Administrator stated there was no new information.

ACTION - Councilman Wryley Bettis made a motion to approve Ordinance Number 13-2018. Councilwoman Judy Albert seconded the motion.

VOTE – Motion carried 5-1 with Councilmember Bettis voting in opposition.

XI. NEW BUSINESS

A. Request for Quotes – Center for the Arts

Ann Cunningham, Director of Parks and Recreation presented the request. Staff requested to enter into negotiations with Hogan Construction Group.

ACTION - Councilman Wayne Griffin made a motion to allow staff to enter into negotiations with Hogan Construction Group. Councilwoman Judy Albert seconded the motion.

VOTE – Motion carried unanimously.

B. First Reading of Ordinance Number 15-2018

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY IN THE CITY OF GREER

Ed Driggers, City Administrator presented the request.

Brief discussion.

ACTION - Councilwoman Kimberly Bookert made a motion to receive First Reading of Ordinance Number 15-2018. Councilwoman Judy Albert seconded the motion.

VOTE – Motion carried unanimously.

XII. EXECUTIVE SESSION

ACTION – In (7:12 p.m.)

(A) Economic Development Matter

Councilman Lee Dumas made a motion to enter into Executive Session to discuss Project Thunderbolt as allowed by SC Code of Laws Section 30-4-70(a)(5). Councilwoman Judy Albert seconded the motion. Motion carried unanimously.

ACTION – In (7:12 p.m.)

(B) Economic Development Matter

Councilman Lee Dumas made a motion to enter into Executive Session to discuss Project Satellite as allowed by State Statute Section 30-4-70(a)(5). Councilman Wayne Griffin seconded the motion. Motion carried unanimously.

ACTION – In (7:13 p.m.)

(C) Legal Matter

Councilman Lee Dumas made a motion to enter into Executive Session to discuss a Legal matter as allowed by State Statute Section 30-4-70(a)(2). Councilwoman Kimberly Bookert seconded the motion. Motion carried unanimously.

ACTION – In (7:13 p.m.)

(D) Personnel Matter

Councilman Lee Dumas made a motion to enter into Executive Session to discuss a Personnel matter as allowed by State Statute Section 30-4-70(a)(1). Councilwoman Kimberly Bookert seconded the motion. Motion carried unanimously.

\$500,000.00 Grant Awarded

Mr. Driggers stated the City of Greer received notice today a grant from the Appalachian Regional Council (ARC Program) in the amount of \$500,000.00 has been awarded to the City of Greer for the downtown streetscape project.

Mayor Danner stated during Executive Session they discussed the above matters and no action was taken.

ACTION - Out (8:12 p.m.) – Councilman Wayne Griffin made a motion to come out of Executive Session. Councilman Jay Arrowood seconded the motion. Motion carried unanimously.

XIII. ADJOURNMENT

8:13 P.M.

Richard W. Danner, Mayor

Tammela Duncan, Municipal Clerk

Notifications: Agenda posted in City Hall and email notifications sent to The Greenville News, The Greer Citizen, GreerToday.com and the Spartanburg Herald Journal Friday, May 18, 2018.

Category Number: VI.
Item Number: B.



AGENDA
GREER CITY COUNCIL
6/12/2018

Employee Recognition

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution Number 15-2018	5/29/2018	Resolution

RESOLUTION NUMBER 15-2018

**A RESOLUTION RECOGNIZING AND COMMENDING
CITY OF GREER EMPLOYEES**

WHEREAS, the City of Greer endeavors to recognize and reward its dedicated and faithful employees; and

WHEREAS, Katherine Gordon has served in the Building and Development Standards Department for 5 years; Shauna Marckley has served in the Police Department for 5 years; Meghan Weibel has served in the Police Department for 5 years; James Compton has served in the Police Department for 10 years; Jim Ridgill has served in Administration for 10 years; Roman Wilson has served in Police Department for 10 years; Terry Leibowitz has served in the Public Services Department for 15 years; Steve Anderson has served in the Police Department for 20 years; Paul Brown has served in the Fire Department for 20 years and Matt Hamby has served in the Police Department for 25 years; and

WHEREAS, these employees have served in a distinguished and professional manner;

NOW, BE IT THEREFORE RESOLVED, that the City Council of the City of Greer, South Carolina, in a meeting duly assembled, wishes to officially recognize and commend these employees for the distinguished and dedicated service which they have performed; and

BE IT FURTHER RESOLVED that the City of Greer hereby rewards these dedicated employees with a certificate of appreciation and an administrative day off with pay approved this 12th day of June 2018.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Category Number: IX.
Item Number: A.



AGENDA
GREER CITY COUNCIL
6/12/2018

Greenville-Spartanburg International Airport Environs Planning Commission

Summary:

Spartanburg County Representative Miles Nason's terms expires 6/30/2018 (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
▢ Greenville-Spartanburg International Airport Environs Planning Commission	5/17/2018	Backup Material



**CITY OF GREER APPOINTEES TO THE
GREENVILLE-SPARTANBURG
INTERNATIONAL AIRPORT
ENVIRONS PLANNING COMMISSION**

Two Year Terms

DATE OF APPOINTMENT TERM EXPIRES

SPARTANBURG COUNTY REPRESENTATIVE

Miles Nason	June 28, 2016	June 30, 2018
250 Faye Court	July 24, 2014	June 30, 2016
Greer, SC 29651	July 23, 2013	June 30, 2014
Cell 864-350-7054		
Business 864-848-9070		
E-mail miles@nasonsc.com		

GREENVILLE COUNTY REPRESENTATIVE

William A. (Andy) Burleigh	June 27, 2017	June 30, 2019
205 North Miller Street	May 26, 2015	June 30, 2017
Greer, South Carolina 29650-1929	July 23, 2013	June 30, 2015
Residence 864-848-0084		
Cell 404-625-5321		
E-mail andyburleigh@gmail.com		

Category Number: IX.
Item Number: B.



AGENDA
GREER CITY COUNCIL
6/12/2018

Board of Architechural Review

Summary:

Joadia Hiatt's term expires 6/30/2018
Brandon Price's term expires 6/30/2018
(Action Required)

ATTACHMENTS:

Description	Upload Date	Type
□ Board of Architectural Review	5/17/2018	Backup Material
□ Attendance Records	5/17/2018	Backup Material



**CITY OF GREER BOARD OF
ARCHITECTURAL REVIEW
3 Year Terms**

	DATE OF APPOINTMENT	TERM EXPIRATION
David Langley 106 Sandy Creek Court Greer, SC 29650 Residence 244-6899	June 28, 2016 June 11, 2013 April 13, 2010 Business 968-0224	June 30, 2019 June 30, 2016 June 30, 2013 Email dlangley@la-architects.com
Joada Hiatt 509 Tryon Street Greer, SC 29651 Residence 877-4626	June 9, 2015 June 12, 2012 Business 877-3377	June 30, 2018 June 30, 2015 Email joadahiatt@bellsouth.net
Brandon Price 124 Vandiventer Drive Greer, SC 29650 Residence 877-7341	June 9, 2015 June 26, 2012 Business 877-6525	June 30, 2018 June 30, 2015 Email Brandon@smithandjames.com
Linda Wood 243 Cannon Street Greer, SC 29651 Residence 877-9463	July 11, 2017 June 24, 2014 June 14, 2011 Business 905-5244	June 30, 2020 June 30, 2017 June 30, 2014 Email Lwood9@aol.com
Marney Hannon 304 N. Miller Street Greer, SC 29650 Residence 877-2644	July 11, 2017 June 24, 2014 June 14, 2011 Cell 420-7202	June 30, 2020 June 30, 2017 June 30, 2014 Email marney.hannon@holcim.com

Sec. 2-188. The Board of Architectural Review shall be subject to all provision of this article except for the seven member requirement.

Board of Architectural Review Attendance Records

MEMBER	Date of Appointment	Term Expires	Board	Number of Meetings	Number Attended
Joadia Hiatt	June 9, 2015	June 30, 2018	BAR	13 meetings since appointment	11
Brandon Price	June 9, 2015	June 30, 2018	BAR	13 meetings since appointment	12



AGENDA
GREER CITY COUNCIL
6/12/2018

Board of Zoning Appeals

Summary:

District 2 Glendora Massey's term expires 6/30/2018
District 4 Robbie Septon's term expires 6/30/2018
District 5 Lisa H. Lynn's term expires 6/30/2018
At-Large Monica Y. Ragin's term expires 6/30/2018
(Action Required)

ATTACHMENTS:

Description	Upload Date	Type
❑ Board of Zoning Appeals	5/17/2018	Backup Material
❑ Attendance Records	5/17/2018	Backup Material



CITY OF GREER BOARD OF ZONING APPEALS

Three Year Terms

			TERM EXPIRES	CERTIFICATION DATE
DISTRICT 1	Allison Ringer 105 Albert Street, 29651 Cell 864-640-0086 Email allisonringer@gmail.com	6/27/17 7/8/14	June 30, 2020 June 30, 2017	
DISTRICT 2	Glendora Massey 206 Spring Street, 29650 Residence 848-1119 Business 877-7279 Email glendoramassey@charter.net	6/9/15 6/26/12 6/9/09	June 30, 2018 June 30, 2015 June 30, 2012 June 30, 2009	05/12/05 & 08/23/05 (6 Hours Completed) 10/8/07 (3 Hours)
DISTRICT 3	Thomas McAbee 310 Snow Street, 29650 Residence 877-0042 Business 864-585-3693 Email tmcabee@scvrd.state.sc.us	11/28/2017 11/25/2014 11/22/2011 1/13/2009 4/8/2008	December 31, 2020 December 31, 2017 December 31, 2014 December 31, 2011 December 31, 2008	
DISTRICT 4	Robbie Septon 408 Chestnut Woods Court, Greer, SC 29651 Phone 864-430-4515 Email ersepton@gmail.com	11/14/2017	June 30, 2018	
DISTRICT 5	Lisa H. Lynn 113 West Church Street, 29650 Cell 864-431-4425 Email lisahlynn@gmail.com	7/26/16	June 30, 2018	
DISTRICT 6	Steve Griffin 207 Brushy Meadows Drive, 29650 Residence 877-1190 Cell 864-901-2310 Email stevegriffin1@hotmail.com	1/9/2018	December 31, 2020	
AT LARGE	Monica Y. Ragin 111 Meritage Street, 29651 Cell 864-907-8124 Email monicayragin@gmail.com	7/14/15	June 30, 2018	

Board of Zoning Appeals Attendance Records

Date of Appointment	Term Expires		Board	Number of Meetings	Number Attended
Glendora Massey	June 9, 2015	June 30, 2018	BZA	18 meetings since appointment	13
Lisa H. Lynn	July 26, 2016	June 30, 2018	BZA	12 meetings since appointment	8
Monica Y. Ragin	July 14, 2015	June 30, 2018	BZA	17 meeting since appointment	12
Robbie Septon	Nov 14,2017	June 30, 2018	BZA	3 meetings since appointment	3



AGENDA
GREER CITY COUNCIL
6/12/2018

Second and Final Reading of Ordinance Number 3-2018

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY JONES AVENUE PARTNERS, LLC (INDU VAKHARIA) LOCATED AT JONES AVENUE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD, DESIGN REVIEW DISTRICT, FOR SAID PROPERTY (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
▣ Council Memo	1/18/2018	Cover Memo
▣ Ordinance Number 3-2018	3/6/2018	Ordinance
▣ Exhibit A Deed	1/18/2018	Exhibit
▣ Exhibit B Plat	1/18/2018	Exhibit
▣ Exhibit C Map	1/18/2018	Exhibit
▣ Exhibit D Flood Map	1/18/2018	Exhibit
▣ Ord 3-2018 Planning Commission Minutes	6/7/2018	Backup Material

Memorandum

To: Mr. Ed Driggers, City Administrator
From: Kelli McCormick, AICP, Planning Manager
Subject: Ordinance #03-2018
Date: January 17, 2018
CC: Elizabeth Adams, Executive Administrative Assistant

Ordinance #03-2018 is an annexation and zoning request for property located on Jones Avenue in Greenville County. The parcel for annexation is 21.94 acres. The property is proposed for residential development with a Design Review District zoning. The development will contain single-family residences and townhomes.

The Planning Commission will conduct a public hearing on February 19, 2018 for the zoning of this parcel.

ORDINANCE NUMBER 3-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY JONES AVENUE PARTNERS, LLC (INDU VAKHARIA) LOCATED AT JONES AVENUE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD, DESIGN REVIEW DISTRICT, FOR SAID PROPERTY

WHEREAS, Jones Avenue Partners, LLC (Indu Vakharia) is the owner of property located at Jones Avenue more particularly described on the legal description attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the map attached hereto marked as Greenville County Parcel Number G006000101000 containing approximately 21.94 +/- acres attached hereto marked as Exhibit C and the National Flood Insurance Program Flood Insurance Rate Map No. 45045C0361E attached hereto marked as Exhibit D; and

WHEREAS, the property currently has zero (0) occupants; and

WHEREAS, Jones Avenue Partners, LLC (Indu Vakharia) has petitioned the City of Greer to annex their property by one-hundred percent (100%) petition; and

WHEREAS, the property is now outside the city limits of Greer but adjoins the city limits; and

WHEREAS, the property owner has requested that the subject property be zoned DRD, Design Review District; and

WHEREAS, the requested zoning is consistent with the land uses in the general area and the land planning of the city.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Greer,

South Carolina, as follows:

1. ANNEXATION: The 21.94 +/- acres and 43' of Jones Avenue roadway of property shown in red on the attached map owned by Jones Avenue Partners, LLC (Indu Vakharia) located at Jones Avenue more particularly described on the attached map as Greenville County Parcel Number G006000101000 is hereby annexed into the corporate city limits of the City of Greer.
2. ZONING ASSIGNMENT: The above referenced property shall be zoned DRD, Design Review District pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.
3. LAND USE MAP: The above reference property shall be designated as Employment Center on the Land Use Map contained within the 2010 Comprehensive Plan for the City of Greer.
4. FLOOD INSURANCE RATE MAP: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 45045C0361E.
5. DISTRICT ASSIGNMENT: The above referenced property shall be assigned to City Council District #5.

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Elizabeth Adams, Executive Administrative Assistant

Introduced by: Councilwoman Judy Albert

First Reading: January 23, 2018

Second and
Final Reading: March 13, 2018

Approved as to Form:

Daniel R. Hughes, Esquire
City Attorney

DEED BY A CORPORATION OR PARTNERSHIP

EXHIBIT

A

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS: That "Two B's" & "Three G's" b y J&K, LLC, (Grantor/s) for and in consideration of the sum of **Six Hundred Thousand and No/100 (\$600,000.00) Dollars**, to the Grantor herein paid, the receipt of which is hereby acknowledged has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto **Jones Avenue Partners, LLC, their heirs and assigns forever**, (Grantee) the following property:

All that certain piece, parcel or lot of land, located in County of Greenville, State of South Carolina, and being known as "25.022 acres on Jones Avenue" as shown on Plat entitled "Survey for Jones Avenue Partners, LLC" prepared by 3D Land Surveying, Inc., on 06/07/07 and recorded in Greenville County on 7-26-07 in Plat Book 1645 at Page 15. Reference to said plat for a metes and bounds description.

For derivation of title see Deed of Jones Avenue Properties Holdings, LLC recorded in County on 11/20/01 in Deed Book 1974 at Page 969.

GRANTEES MAILING ADDRESS: 101-A Regency Commons Dr., Greer, SC 29650

TMS#: G006000101000

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his heirs successors and assigns forever.

AND the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the premises unto the Grantee his heirs successors, and assigns, against itself and its successors, and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Any reference in this instrument to the plural shall include the singular, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.



2007072425 DEED
2 PGS
Book DE 2279 Page 1652-1653
Cons. \$600,000.00
July 20, 2007 12 38 51
Rec \$10.00 Cnty Tax \$660.00 State Tax \$1,560.00

FILED IN GREENVILLE COUNTY, SC

- IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its undersigned officer(s) or partner(s) and its seal to be hereto affixed.

DATE: 07/12/07

Signed, Sealed and Delivered

in the Presence of:

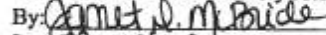


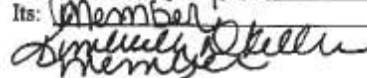
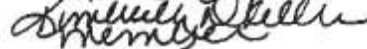
Witness



Witness

"Two B's" & "Three G's" b y J&K, LLC

By: 

Its: 


STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

COUNTY OF GREENVILLE

)

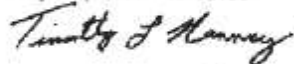
The foregoing instrument was acknowledged by Grantor before me this 12th day of July, 2007.



NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 1/30/16

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2007072425 Book: DE 2279 Page: 1652-1653
July 20, 2007 12:38:51



NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAN, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: RIGHTS-OF-WAY, EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENTAL INSPECTION BY SURVEYOR. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

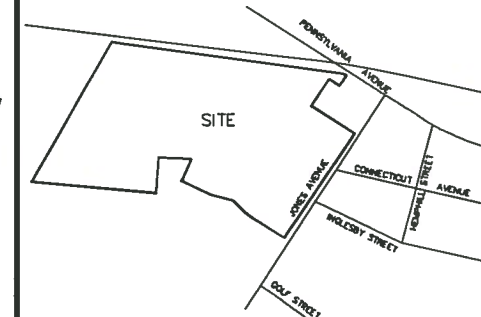
THIS SURVEY IS OF AN EXISTING PARCEL(S) OF LAND AND DOES NOT CREATE A NEW ROAD, CHANGE AN EXISTING ROAD OR ALTER ANY PROPERTY LINES.
THIS PLAN IS NOT A SUBDIVISION AS DEFINED IN THE GREENVILLE COUNTY LAND DEVELOPMENT REGULATIONS, ARTICLE 2, DEFINITIONS.

EXHIBIT

B

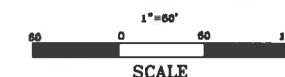


P.O. BOX 8494 GREENVILLE, SC 29604
(864) 272-0274 info@3dls.net



LOCATION MAP
NOT TO SCALE

DRAWN BY: JUSTIN	DATE: 1-5-18	DEED BOOK: 2279-1652
CREATED BY: DMM	DATE: 1-5-18	PLAT BOOK:
FIELD CREW: RS/BC/FH	DATE: 1-3-18	SOIL PROJECT: 3D-170263
TAX MAP: G006000101000		
REV	DATE	REVISIONS



LEGEND	
CT CRIMP TOP	BY GAS VALVE
EP EDGE OF PAVEMENT	LP LIGHT POLE
SR SOLID ROAD	MHSD MANHOLE (SD)
N&C NAIL & CAP	MHSS MANHOLE (SS)
OT OPEN TOP	PP POWER POLE
RB REBAR	TEL TELEPHONE PED
R/W RIGHT OF WAY	WM WATER METER
GM GAS METER	WV WATER VALVE
CB CATCH BASIN	DI DROP INLET
FD FIRE HYDRANT	SD STORM DRAIN
CTV CABLE TV	SS SANITARY SEWER
X FENCE LINE	UGP UNDERGROUND POWER
FOC FIBER OPTIC CABLE	UGT UNDERGROUND TEL
GL GAS LINE	W WATER LINE
DHP OVERHEAD POWER	
OHT OVERHEAD TELEPHONE	

SURVEY FOR

JONES AVENUE
PARTNERS, LLC

JONES AVENUE
GREENVILLE COUNTY, SOUTH CAROLINA

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO KNOWN VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN. THIS STRUCTURE IS NOT LOCATED IN A DESIGNATED F.L.R.M. FLOOD HAZARD AREA.



LINE TABLE		
LINE	LENGTH	BEARING
L1	32.45'	N51°36'24"W
L2	15.87'	N32°23'20"E
L3	22.07'	S61°18'35"E

- 1.) ACCORDING TO FIRM PANELS 4504500381E AND 4504500381E FOR GREENVILLE COUNTY, SOUTH CAROLINA, WITH AN EFFECTIVE DATE OF AUGUST 18, 2014, A PORTION OF THIS PROPERTY IS LOCATED IN A DESIGNATED FLOOD HAZARD AREA.
- 2.) THIS SURVEY IS ORIENTED TO THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83/2011. ALL PROPERTY BEARINGS SHOWN ARE BASED ON S.C. GRID NORTH. ALL DISTANCES SHOWN ARE ACTUAL GROUND MEASURED DISTANCES.
- 3.) UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE IN LOCATION BASED UPON ABOVE GROUND EVIDENCE OR RECORD DRAWINGS. THE SURVEYOR DOES WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY OTHER UNDERGROUND UTILITIES, EITHER IN SERVICE OR ABANDONED.



THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE LOCATION SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL SHOWN BASED TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

EXHIBIT

C

Subject Property
G006000101000
Acres: 21.94

Subject Right of Way
43' of Jones Ave

District

- 1
- 2
- 3
- 4
- 5
- 6
- Parcels
- Right of Way
- Streets

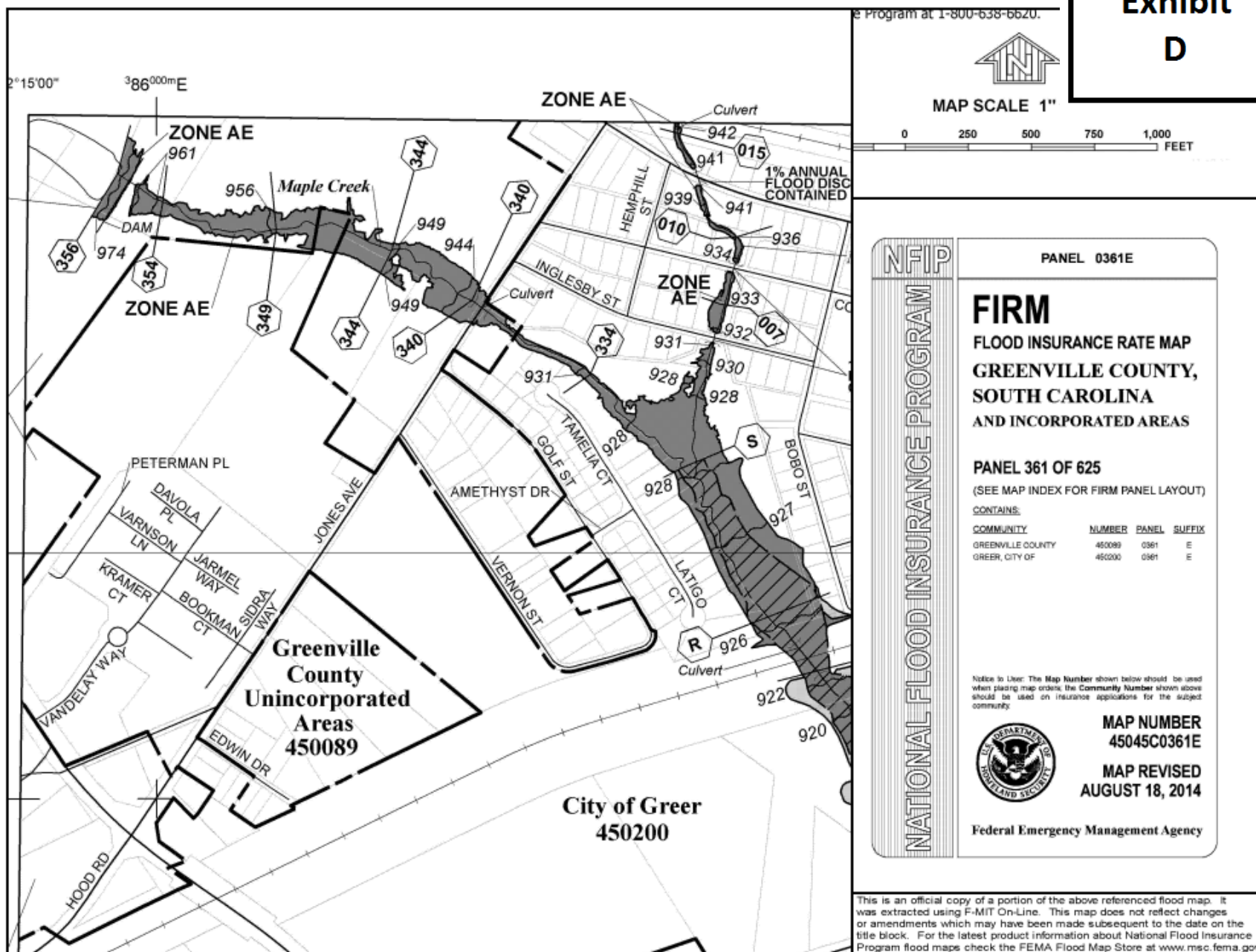
Ordinance 03-2018



0 250 500 750 1,000 Feet

The City of Greer Planning/Zoning Department does not guarantee the accuracy or the correctness of this map nor assumes any legal responsibility for the information contained on it. This map is not a legal document. This map is based on the South Carolina State Plane Coordinate System using the 1983 adjustment of the North American Datum. All rights reserved. No part of this map may be reproduced or used in any form or by any means without the expressed written consent of the City of Greer Planning/Zoning Department.

Exhibit D



**ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, MAY 21, 2018**

DOCKET: AN 2018-07

APPLICANT: Jones Ave Partners, LLC

PROPERTY LOCATION: Jones Ave

TAX MAP NUMBER: G006000101000

EXISTING ZONING: I-1, Industrial (Greenville County)

REQUEST: R-10, Single-Family Residential

SIZE: 21.94 acres

COMPREHENSIVE PLAN: Adjacent to Residential Land Use 3 Community and Employment Center Community

ANALYSIS: AN 2018-07

AN 2018-07 is an annexation and zoning request for a parcel located on Jones Ave. The request is to rezone the property from I-1, Industrial (Greenville County), to R-10, Single-Family Residential, for the development of 93 units. This area contains a mix of various types of residential uses.

Surrounding land uses and zoning include:

North: C-2, Commercial, and R-20, Single Family Residential (City of Greer): single-family and offices

East: R-M1, Multi-Family (City of Greer): single-family

South: R-M2, Multi-Family (City of Greer): single-family and multifamily

West: I-1, Industrial, Undeveloped (Greenville County)

The future land use map in the City's Comprehensive Plan defines the area adjacent to this parcel as a Residential Land Use 3 Community, with density appropriate at 4.6 units an acre and greater. As such, looking at the request for R-10, Single-Family Residential, is appropriate at this location as the density proposed is 4.2 units per acre. In addition, the subject parcel is near an Employment Center Community. These centers are a near balance of residential and nonresidential uses. Therefore, this is a compatible land use with the Comprehensive Plan. In accordance with the guidelines set forth in this plan and after a detailed study of the area, Staff can support the proposed zoning request. All comments from other agencies and departments in the City of Greer must also be met and a preliminary plat must be approved before construction can commence.

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION ACTION ON 5/21/18: Mr. Hopper read a brief statement about conducting the business meeting and opened the business meeting for AN 2018-07. Ms. McCormick presented the staff report and recommendation for the request. Zach Johnson, Gray Engineering, and Kavita Borsum, applicant, were present to answer any questions for the Commission. Mr. Montgomery asked what the other development on Jones Avenue by this developer was zoned. Ms. McCormick advised that the other development was zoned DRD. Mr. Montgomery made a motion to approve AN 2018-07. Mr. Lavender seconded the motion. The motion carried with a vote of 5 to 0.

Category Number: X.
Item Number: B.



AGENDA
GREER CITY COUNCIL
6/12/2018

Second and Final Reading of Ordinance Number 15-2018

Summary:

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY IN
THE CITY OF GREER (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ Ordinance Number 15-2018	5/23/2018	Ordinance
☐ Ord 15-2018 Agreement	5/23/2018	Backup Material
☐ Ord 15-2018 Plat	5/23/2018	Backup Material

ORDINANCE NUMBER 15-2018

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF
CERTAIN REAL PROPERTY IN THE CITY OF GREER**

WHEREAS, the City of Greer owns certain real property identified as a 9.30-acre tract of land on Biblebrook Drive and Palmetto Valley Drive known as “Ozella’s Ridge” and identified as Tax Map No. 5-13-00-002.06 within the city limits of Greer, County of Spartanburg (hereinafter “Property”).

WHEREAS, the City of Greer received its interest in the property by way of a deed dated January 31, 2011, and recorded February 11, 2011 in the Spartanburg County Register of Deeds Office, in Deed Book 97-V at Page 494.

WHEREAS, the previous owner of the Property failed to complete development of the Property as a residential subdivision.

WHEREAS, the City is desirous to convey the Property to a new developer who will build homes and finish the roads in the subdivision.

WHEREAS, the development of the Property will generate tax revenue for the City of Greer and increase the property values of surrounding properties.

WHEREAS, the City of Greer is desirous to convey the property to Crown Properties, LLC according to the terms of the contract attached hereto as Exhibit “A,” the contents of which are incorporated herein as if set forth fully.

WHEREAS, pursuant to S.C. Code § 5-7-40, a municipality may convey or dispose of property it owns by Ordinance.

WHEREAS, the Mayor and City Council find that it is in the best interest of the City of Greer to convey the property to Crown Properties, LLC according to the terms of the contract dated March 23, 2018 and attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Greer, that the Mayor of the City is hereby authorized, empowered, and directed to execute, acknowledge and deliver deeds to convey any and all interest the City may have in the Property as set forth in the attached contract.

This Ordinance shall be effective upon second reading approval thereof and no further authorization is required to execute and deliver all documents related to the conveyance contemplated by this Ordinance.

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilwoman Kimberly Bookert

First Reading: May 22, 2018

Second Reading: June 12, 2018

Approved as to form: _____
Daniel R. Hughes, Esquire
City Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

THIS DEVELOPMENT AGREEMENT AND CONTRACT is made and entered into as of this 23 day of March, 2018, by and between City of Greer, South Carolina, whose address is 301 East Poinsett Street, Greer, South Carolina 29651, (hereinafter referred to as "Seller"), and Crown Properties, LLC, whose address is 4113 E. North Street, Greenville, SC 29615, (hereinafter referred to as "Purchaser"). The "Effective Date" of this Contract shall be that date of the last signature to the contract.

WITNESSETH:

WHEREAS, Seller is the owner of certain land identified as a 9.30 acre tract of land located on Biblebrook Road known as "Ozella's Ridge" and identified as Tax Map No. 5-13-00-002.06 within the city limits of Greer, County of Spartanburg (hereinafter "Property"); and,

WHEREAS, in order to facilitate the residential development of the Property, Seller has agreed to convey the Property to Purchaser as provided for herein; and,

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths (\$10.00) Dollars and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Purchase Price and Terms. The Seller agrees to convey the real property and any improvements thereto (hereinafter described as the "Property") for a purchase price of One Hundred Fifty Thousand and no/100ths Dollars (\$150,000.00), plus Purchaser's closing costs, to be paid by certified funds at closing.

2. Real Property. This contract covers the real estate described on the attached "Exhibit A".

SEE ATTACHED EXHIBIT "A" FOR PROPERTY DESCRIPTION

3. Deed, Encumbrances, and Access. The Seller will convey title to the Property described hereinabove to the Purchaser by a Non-Warranty Deed, subject only to the exceptions described on any exhibit hereto, or as set forth hereinafter, collectively referred to as the "Permitted Title Exceptions", in substantially the form attached hereto as Exhibit C. Any discrepancy between the description of the Property in the deed from Seller's immediate grantor and in the Survey shall be quitclaimed by Seller, subject to the "Permitted Title Exceptions". The Purchaser agrees to accept the Property subject to existing zoning and building or health ordinances, laws and regulations. Seller represents that, to the best of its knowledge, there is legal ingress and egress to the Property by way of a public roadway.

4. Survey. This Contract is contingent upon Purchaser acquiring, within thirty (30) days of the Effective Date, at its expense, a subdivision plat of the Property in recordable form

and prepared by a registered South Carolina Land Surveyor. The plat shall indicate the exact total acreage and square footage of the Property, the boundaries, dimensions and location of which shall be subject to the approval of Seller, which shall not be unreasonably withheld or delayed.

5. Title Insurance. Seller agrees that Purchaser must be able to obtain a current title commitment from a national title insurance company to insure good and marketable fee simple title, free and clear of all liens and encumbrances with the exception of the Permitted Title Exceptions. Purchaser shall obtain said title commitment within thirty (30) days of the Effective Date. Seller shall furnish the title insurance company with such affidavits and other documentation as the title insurance company shall reasonably require for the purpose of eliminating the so-called "standard exceptions" from the title insurance policy.

6. Proration. All assessments, property taxes and rents on the Property shall be prorated as of the date of final closing. There are no special assessments presently levied against the Property. For the purposes of prorations, a 365-day calendar day period will be used in making calculations. Tax prorations pursuant to this Contract will be based on the taxes of record for the current year if known, or if unknown, then based upon the prior year's taxes. No adjustments to prorations shall be made after closing.

7. Purchaser's Default. If the Purchaser shall be in default under this Contract and such default shall continue for a period of ten (10) days after written notice to Purchaser, then Seller may declare this Agreement terminated, in which event Purchaser shall pay all title charges incurred, including attorney fees, and thereafter the parties shall be released from any further obligations hereunder.

8. Seller's Default. Upon default of the Seller, the Purchaser may elect to terminate this Agreement. In the event Seller defaults and Purchaser elects to terminate this Agreement, Purchaser shall be reimbursed by the Seller for all actual costs incurred in connection with this Agreement.

9. Purchaser's Due Diligence. Seller shall grant the Purchaser time to inspect the Property in order to determine its suitability for Purchaser's intended use, including any environmental testing. The commencement date for the Due Diligence Period ("Due Diligence Period") shall be the Effective Date. Seller will exercise reasonable efforts to facilitate the inspection of the Property by Purchaser. The Due Diligence Period extends forty five (45) days from the Effective Date. If it is determined within the Due Diligence Period that the Property is not reasonably suitable for Purchaser's intended use, then Purchaser may terminate this Contract provided that notice of such termination is given prior to the expiration of the Due Diligence Period.

10. Inspection. Seller shall allow Purchaser, its agents or representatives, the reasonable right to enter upon the Property for the purpose of inspecting, examining, testing, studying, and surveying the subject Property. Purchaser shall not unreasonably interfere with any uses or tenancies of the subject Property. In the event that Purchaser shall terminate this contract as provided herein, Purchaser shall restore any damage to the subject Property caused by such inspections, examinations, tests, borings or surveys at its own expense. Purchaser agrees to

indemnify and save harmless the Seller from any loss or injury to person or property occurring with respect to Purchaser's entry upon the subject Property, which loss or injury is caused by the Purchaser, its agents or representatives.

11. Closing and Possession. The closing shall take place on a date specified by Purchaser, and by the closing attorney of Purchaser's choice, which date shall be not later than fifteen (15) days from the end of the Due Diligence Period set forth in paragraph 9.

12. The Property is to remain in its current physical condition until any closing or conveyance contemplated herein. Until closing or conveyance, Seller shall not, without the prior written consent of Purchaser, cause any cleaning, cutting, logging, plant or tree removal, landscaping, grading or any activity on the subject Property whatsoever which would in any way affect the topography and flora and fauna located on said Property. Seller makes no representations or warranties as to the condition of the Property, and Purchaser, subject to its rights under Paragraph 10, agrees to accept the Property in "as is" condition.

13. Representations of Seller. The Seller represents and warrants to Purchaser, and (where applicable) Purchaser acknowledges the following:

a. At the time of closing or conveyance, Seller shall have title to the Property. Purchaser acknowledges it is purchasing the Property "AS IS" as of the Effective Date and the Closing Date, and not on the basis of representations made by Seller (or anyone claiming to act on Seller's behalf) either expressed or implied other than as set forth or provided for herein. Seller hereby represents to Purchaser except as set forth to the contrary herein or on any exhibit hereto, which representations shall be deemed made by the Seller to Purchaser also as of the Closing Date, defined herein, as follows:

At the Closing, defined herein, Seller will have and will convey by Non-Warranty Deed in recordable form to Purchaser title to the Property, and any discrepancy between the description of the Property in the deed from Seller's immediate grantor and in the Survey shall be quitclaimed by Seller, subject to the "Permitted Title Exceptions. During the term of this Contract, Seller shall not take any action which will adversely affect title to or the condition of the Property.

b. Seller and Purchaser have all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligation of Seller and Purchaser and is enforceable against Seller and Purchaser in accordance with its terms.

15. Notwithstanding anything to the contrary contained herein, subject to Purchaser's rights set forth in this Contract, Purchaser accepts the Property "as is" and "where is," subject to the risks of all defects and conditions. Purchaser acknowledges that it has had an opportunity to inspect the Property and will be relying on such inspections. Seller has not made and does not make any warranty or representation, express or implied as to the merchantability, quantity, quality, physical condition or operation of the Property, the suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, or any other matter affecting or relating to the Property, its development or use including but not limited to,

the Property's compliance with any environmental laws. Purchaser acknowledges that the provisions of this Contract for inspection and investigating of the Property are adequate to enable Purchaser to make Purchaser's own determination with respect to merchantability, quantity, quality, physical condition or operation of the Property, suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, or any other matter affecting or relating to the Property, its development or use, including without limitation, the Property's compliance with any environmental laws. Purchaser further acknowledges that prior to any Closing or conveyance provided for herein, it will have inspected the Property or will have caused such inspection to be made and will be thoroughly familiar and satisfied therewith, and agrees to take the Property in its physical condition, "AS IS, WHERE IS, WITH ALL FAULTS" as of the date of any Closing or conveyance provided for herein, subject to the express conditions of this Contract. Seller shall not be liable or bound in any manner by any verbal or written statement, representation or information made or given by anyone pertaining to the Property, unless specifically set forth in this Contract. All of the provisions of this section shall survive all Closings or conveyances.

16. Representations and Warranties of Purchaser.

a. After closing, Purchaser shall maintain the Property, grounds, and any improvements thereon, in compliance with all local ordinances.

17. Assignments. This contract may not be assigned without the written consent of all parties, which shall not be unreasonably withheld; however, if the same is assigned, then the same shall be binding on the Assignee.

18. Notices. Any notices required or allowed to be furnished pursuant to the terms hereof shall be provided to Seller and Purchaser, at the addresses set forth below. Notices hereunder shall be in writing and may be hand delivered, mailed, or delivered by overnight courier service. If mailed, such notices shall be sent by certified mail, postage prepaid, return receipt requested. The date that is three (3) days after the date of mailing shall be deemed to be the date on which the notice was given. In the case of notices given by hand delivery or overnight courier, such notices shall be deemed on the date of the actual delivery. Notices shall be sent to the addresses below or such other address as written notice of the change shall have been delivered to the other party.

Copies of all notices must be furnished to the parties and their respective attorneys at the following addresses:

SELLER:

City of Greer, South Carolina
Attn: Ed Driggers
301 East Poinsett Street
Greer, South Carolina 29651

SELLER'S ATTORNEY:

Duggan & Hughes, LLC

PURCHASER:

Crown Properties, LLC
Attn: Nicholas Franchina
4113 E. North Street
Greenville, SC 29615

PURCHASER'S ATTORNEY:

Keable & Brown, PA

Attn: Daniel R. Hughes
457B Pennsylvania Avenue
Greer, SC 29650

Attn: P. Ryan Brown
109 Laurens Road, Bldg. 2, Ste. A
Greenville, SC 29607

19. Closing Costs. Seller shall be responsible for the costs of deed preparation, deed recording fee, and rollback taxes (if any). Seller is exempt from deed stamps as defined in S.C. Code § 12-24-10 et. seq. Purchaser shall be responsible for all other costs and fees associated with the purchase of the subject property. Each party will be responsible for the payment of their respective attorney's fees.

20. Survival. Any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

21. Entire Agreement. Purchaser acknowledges that he has inspected the above described Property, and this contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

22. Counterparts. This Contract may be executed in any number of identical counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Contract may be detached from any counterpart of this Contract without impairing the legal effect of any signatures thereon and may be attached to another counterpart hereof. The counterpart signatures may be transmitted by facsimile or electronic mail with such facsimile or electronic mail signatures having the same force and effect as originals.

23. TIME IS OF THE ESSENCE AS TO EACH OF THE TERMS AND CONDITIONS OF THIS CONTRACT.

24. This contract shall be construed under, and in accordance with, the laws of the State of South Carolina.

25. This contract shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. As used herein words in the singular include the plural, and the masculine includes the feminine and neuter genders as appropriate.

26. Seller and Purchaser hereby represent and warrant to the other that their sole contact with the other or with the Property has been made without the assistance of any broker or other third party.

27. In addition to the acts and deeds recited herein and contemplated to be performed on or before the closing date, Seller and Purchaser agree to perform such other acts, and to execute and/or deliver such other instruments and documents as either Seller or Purchaser, or their respective counsel may reasonably require in order to effectuate the intent and purpose of this Agreement.

28. If any time period set forth herein for the performance of any obligations or the delivery of any notices ends on a day which is not a business day, then such time period shall be deemed extended to the next following business day. As used herein, a "business day" shall be any day other than a Saturday, Sunday, or legal holiday.

WITNESSES:

Amuney
Eugene Adams

WITNESSES:

Smable
He

SELLER: CITY OF GREER, SOUTH CAROLINA

Edward R. Driggers
By: Edward R. Driggers
Its: City Administrator
Date: 8-26, 2018

PURCHASER:

Crown Properties, LLC

Nicholas M. Franchina
By: Nicholas M. Franchina
Its: Managing Member
Date: March 23, 2018

EXHIBIT "A"
PROPERTY DESCRIPTION

ALL that certain piece, parcel and tract of land containing 9.30 acres, more or less, with improvements thereon lying and being on the eastern side of Biblebrook Road beginning at a point approximately 550 feet north of Sunnyglenn Drive in the City of Greer, County of Spartanburg, State of South Carolina. Such property is comprised of 22 residential lots and common area known as Ozella's Ridge.

BEGINNING at an iron pin set on the western edge of Biblebrook Road at the corner of property now or formerly of Boyce Lee Foster and running thence N. 69-16-04 E. 174.04 feet to an iron pin; thence N. 20-19-35 W. 223.81 feet to an iron pin; thence N. 73-32-37 E. 590.80 feet to an iron pin; thence S. 57-03-25 E. 66.78 feet to an iron pin; thence S. 03-11-02 E. 527.77 feet to an iron pin; thence S. 02-56-34 E. 286.53 feet to an iron pin; thence S. 78-56-39 W. 254.38 feet to an iron pin; thence N. 17-05-03 W. 337.27 feet to an iron pin; thence N. 64-28-23 E. 145.94 feet to an iron pin; thence N. 03-09-52 W. 73.22 feet to an iron pin; thence S. 64-30-20 W. 513.27 feet to an iron pin; thence N. 16-22-04 W. 161.58 feet to an iron pin; thence N. 20-19-35 W. 92.46 feet to the POINT OF BEGINNING.

DERIVATION: See deed of James A. Ballenger to Alvin Smith Enterprise, Inc. dated March 24, 2000 and recorded on March 28, 2000 in Deed Book 71-S at Page 929 in the Office of the Spartanburg County Register of Deeds. The City of Greer received this property by foreclosure deed recorded February 11, 2011 in Deed Book 97-V at Page 494.

TMS No.: 5-13-00-002.06

EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

Recorded restrictions and regulations which do not unreasonably or materially restrict Purchaser's intended use of the property.

Valid and enforceable drainage, sewer, and utility easements of the type which are normally and usually found on commercial property, provided they do not unreasonably or materially interfere with the use of the property for development and its use.

Standard survey exceptions contained in owner's title insurance form in effect as of the date of this contract and issued by Stewart Title Guaranty Company.

EXHIBIT C
FORM OF DEED

Prepared by:

GRANTEE ADDRESS: 4113 E. North Street, Greenville, SC29615

STATE OF SOUTH CAROLINA)	
)	TITLE TO REAL ESTATE
COUNTY OF SPARTANBURG)	

KNOW ALL MEN BY THESE PRESENTS, that **CITY OF GREER, SOUTH CAROLINA**, in consideration of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto **CROWN PROPERTIES, LLC**, its successors and assigns, forever, Grantor's Entire Right, Title and Interest in and to the following described property:

SEE EXHIBIT A ATTACHED HERETO

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property. This conveyance is made and accepted subject to all matters set out herein above and in Exhibit B, attached hereto and incorporated herein by reference ("Permitted Exceptions"), but only to the extent the Permitted Exceptions are valid, existing and affect the Real Property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

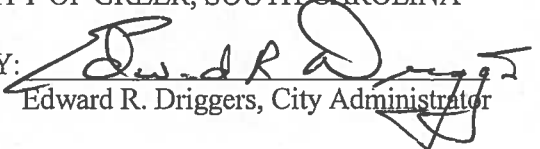
TO HAVE AND TO HOLD all and singular the Premises before mentioned unto Grantee and Grantee's heirs successors and assigns forever.

WITNESS the grantor's hand and seal this ____ day of _____, 2018.

SIGNED, sealed and delivered
in the presence of:

CITY OF GREER, SOUTH CAROLINA

BY:


Edward R. Driggers, City Administrator

Witness 1

Witness 2\Notary Public

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF _____)

I, the undersigned notary public, hereby certify that **City of Greer, South Carolina**, by and Edward R. Driggers, as City Administrator, its duly authorized agent, personally came before me this day and acknowledged the execution of the foregoing instrument as Grantor's act and deed.

WITNESS my hand and notarial stamp or seal, this ____ day of _____, 2018.

NOTARY PUBLIC for South Carolina

My Commission Expires:

EXHIBIT A

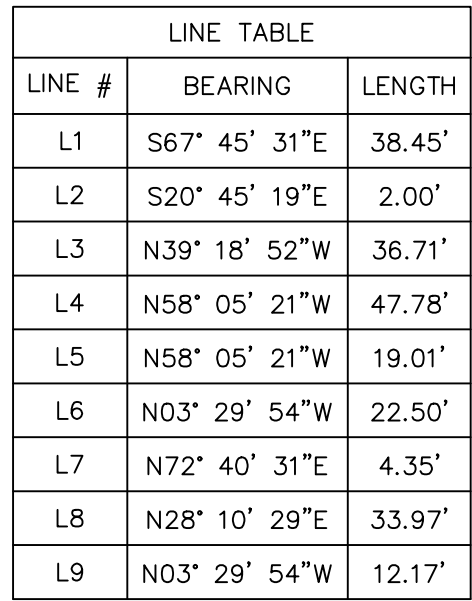
(Real Property legal description attached hereto)

EXHIBIT B

(Permitted Exceptions)

1. Recorded restrictions and regulations which do not unreasonably or materially restrict Purchaser's intended use of the property.
2. Valid and enforceable drainage, sewer, and utility easements of the type which are normally and usually found on commercial property, provided they do not unreasonably or materially interfere with the use of the property for development and its use.
3. Standard survey exceptions contained in owner's title insurance form in effect as of the date of this contract and issued by Stewart Title Guaranty Company.

- 1.) THE MINIMUM WIDTH OF A RESIDENTIAL SIDE YARD SHALL BE 10 PERCENT OF THE TOTAL LOT WIDTH BUT NOT LESS THAN 5 FEET.
- 2.) INTERNAL ACCESS ONLY. NO ACCESS TO EXISTING ROADS FROM NEWLY CREATED LOTS.
- 3.) 5' DRAINAGE AND UTILITY EASEMENT ALONG ALL SIDE AND REAR PROPERTY LINES.
- 4.) PROPERTY IS IN ZONE "X", AS PER FIRM NUMBER 4504503545 FOR GREENVILLE COUNTY, SOUTH CAROLINA MAP REVISED DATE OF AUGUST 18, 2014.



CURVE TABLE				
LINE #	RADIUS	LENGTH	BEARING	CHORD
C1	114.17'	50.95	N58° 02' 37"E	50.53'
C2	99.02'	59.08	S61° 51' 57"W	58.21'
C3	99.02'	168.44	N52° 18' 36"W	148.86'
C4	72.17'	22.19	N62° 01' 10"E	22.10'
C5	72.17'	11.39	N48° 41' 26"E	11.37'
C6	141.02'	23.99	S49° 38' 56"W	23.97'
C7	141.02'	60.00	S66° 42' 42"E	59.55'
C8	141.02'	60.11	N88° 53' 22"W	59.65'
C9	141.02'	60.06	N64° 28' 39"W	59.61'
C10	141.02'	59.91	N40° 06' 21"W	59.46'
C11	141.02'	59.98	N15° 45' 02"W	59.53'
C12	50.00'	52.36	S33° 16' 16"E	50.00'
C13	50.00'	67.02	N35° 38' 54"W	62.12'
C14	50.00'	77.41	N47° 06' 09"E	69.90'
C15	50.00'	43.91	S63° 23' 19"E	42.51'
C16	50.00'	25.46	S23° 38' 38"E	25.18'



LOCATION MAP
NOT TO SCALE

Wade Hampton Blvd

Valentine Ln

Rolvere St

Goldensbrook Dr

Sunnynglen Dr

E Poinsett St Ext

Blandford Drive

Linder Rd

J Verne Smith Pkwy

*
SITE

"THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND THAT I (WE) ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND HEREBY DEDICATE TO PUBLIC USE AS ROADS, STREETS, AND EASEMENTS, FOREVER ALL AREAS SHOWN OR INDICATED ON SAID PLAN."

_____/_____/_____ SIGNED _____

_____/_____/_____ SIGNED _____

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS TO THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN

REGISTERED SURVEYOR
S.C. REGISTRATION NO. 1793

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF GREENVILLE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE CITY OF GREENVILLE PLANNING COMMISSION OF GREENVILLE COUNTY, SOUTH CAROLINA, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.*

FILE NUMBER

CROWN PROPERTIES
4113 E. NORTH ST.
GREENVILLE, SC 29611
(864) 322-8282

EAS PROFESSIONALS, INC.
9 PILGRIM ROAD
GREENVILLE, S.C. 29607
(864) 234-7368

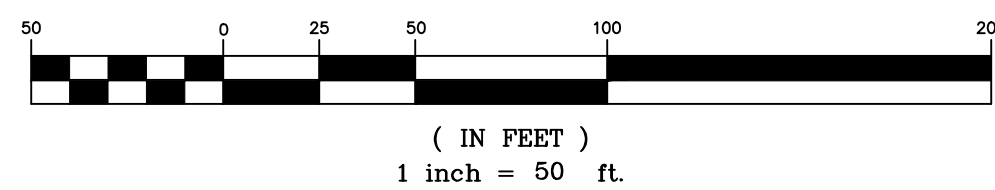
SURVEYOR

NO. OF ACRES: 9.46 MILES OF NEW ROAD: N/A

NO. LOTS: 22 DATE: 04-13-18

ZONED: R 7.5

GRAPHIC SCALE





AGENDA
GREER CITY COUNCIL
6/12/2018

Second and Final Reading of Ordinance Number 16-2018

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY BEATE BANNON LOCATED AT 9 MILLER ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 16-2018	6/4/2018	Ordinance
▣ Ord 16-2018 Exhibit A Deed	6/4/2018	Exhibit
▣ Ord 16-2018 Exhibit B Plat	6/4/2018	Exhibit
▣ Ord 16-2018 Exhibit C Map	6/4/2018	Exhibit
▣ Ord 16-2018 Exhibit D Flood Map	6/4/2018	Exhibit
▣ Ord 16-2018 Letter of Intent	6/4/2018	Backup Material
▣ Ord 16-2018 Site Plan	6/4/2018	Backup Material
▣ Ord 16-2018 Annexation Petition	6/4/2018	Backup Material
▣ Ord 16-2018 Planning Commission Minutes	6/7/2018	Backup Material

ORDINANCE NUMBER 16-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY BEATE BANNON LOCATED AT 9 MILLER ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY

WHEREAS, Beate Bannon is the owner of property located at 9 Miller Road more particularly described on the legal description attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the map attached hereto marked as Greenville County Parcel Number T009040102200 containing approximately .635 +/- acre attached hereto marked as Exhibit C and the National Flood Insurance Program Flood Insurance Rate Map No. 45045C0342E attached hereto marked as Exhibit D; and

WHEREAS, the property currently has zero (0) occupants; and

WHEREAS, Beate Bannon has petitioned the City of Greer to annex his/her property by one-hundred percent (100%) petition; and

WHEREAS, the property is now outside the city limits of Greer but adjoins the city limits; and

WHEREAS, the property owner has requested that the subject property be zoned DRD, Design Review District; and

WHEREAS, the requested zoning is consistent with the land uses in the general area and the land planning of the city.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Greer, South Carolina, as follows:

1. ANNEXATION: The .635 +/- acre property shown in red on the attached map owned by Beate Bannon located at 9 Miller Road as described on the attached map as Greenville County Parcel Number T009040102200 is hereby annexed into the corporate city limits of the City of Greer.

2. ZONING ASSIGNMENT: The above referenced property shall be zoned DRD Design Review District pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.

3. LAND USE MAP: The above reference property shall be designated as Transit Oriented District Community on the Land Use Map contained within the 2010 Comprehensive Plan for the City of Greer.

4. FLOOD INSURANCE RATE MAP: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 45045C0342E.

5. DISTRICT ASSIGNMENT: The above referenced property shall be assigned to City Council District #5.

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilman Wryley Bettis

First Reading: May 8, 2018

Second and
Final Reading: June 12, 2018

Approved as to Form:

Daniel R. Hughes, Esquire
City Attorney

Deed Prepared by:
Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, SC 29210
019857-00001



2012103
Book DE
December 20, 2012 10 12:28 AM Co
Rec \$13 00 Cnty Tax \$22 55 St
FILED IN GREENVILLE COU

EXHIBIT

A

STATE OF SOUTH CAROLINA

GENERAL WARRANTY DEED

COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS, that **ESTATE OF HOLLAND J. MCABEE AND RICHARD L. MCABEE AND MARY ALICE SCRUGGS AND BARRY DALE MCABEE AND DONALD PERRY MCABEE** (hereinafter called "Grantor"), for and in consideration of the sum of Twenty Thousand Three Hundred Fifty and 00/100 Dollars (\$20,350.00) to the Grantor in hand paid at and before the sealing of these presents by **BEATE BANNON**, (hereinafter called "Grantee") in the State aforesaid, (the receipt and sufficiency of which is hereby acknowledged), and subject to all easements and restrictions of record and otherwise affecting the property, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the Grantee, his heirs, successors and assigns:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and delineated as a tract containing 0.635 acres, more or less, located within the right of way for Miller Road west of its intersection with the right of way for Payne Road, as shown on a Boundary Survey prepared for Beate Bannon by Joseph E. Crowe, Land Surveyor, dated December 10, 2012, and recorded in the office of the Register of Deeds for Greenville County in Plat Book 1148 at page 57. Reference to said plat is made for a more complete and accurate description.

This being a portion of the same property conveyed to Holland J. McAbee and Betty W. McAbee by deed of Ralph R. Ellison, Jr. and Nancy S. Ellison dated 12/20/75 and recorded 12/23/75 in the Office of the ROD for Greenville County in Deed Book 1029 at Page 272. See also Deed of Distribution from the Estate of Betty Lucille Waters McAbee dated 3/16/2009 and recorded 3/16/2009 in Deed Book 2354 at Page 3347.

Grantee's address: 119 Sunset Drive Greenville SC 29605

TMS# T009-04-01-022-00

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his Heirs and Assigns forever.

And the Grantor does hereby bind himself and his heirs to warrant and forever defend all and singular the premises unto the Grantee, His Heirs and Assigns against himself and his heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Date: December 14, 2012

Signed, Sealed and Delivered
in the presence of:

Joanne Sagnon
Witness #1

[Signature]
Witness #2/Notary

Mary Alice McCabe
Mary Alice Scruggs

STATE OF SC
COUNTY OF Greenville

ACKNOWLEDGMENT
S.C. §30-5-30
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for SC, do hereby certify that Mary Alice Scruggs personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this December 14th, 2012.

[Signature]
Notary Public

My Commission Expires: 7-8-2015

Date: December 13, 2012

Signed, Sealed and Delivered
in the presence of:

Stephen Beryl
Witness #1

D. C. L.
Witness #2/Notary

Donald Perry McAbee
Donald Perry McAbee

STATE OF OHIO
COUNTY OF Summit

ACKNOWLEDGMENT
S.C. §30-5-30
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for OHIO, do hereby certify that
Donald Perry McAbee personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and seal this December 13, 2012.

D. C. L.
Notary Public
My Commission Expires: 03/03/16



DANIEL C. LOEW, NOTARY
STATE OF OHIO
MY COMMISSION EXPIRES: 3/3/2016

Date: December 14th, 2012

Signed, Sealed and Delivered
in the presence of:

Jeanne Segnon
Witness #1
[Signature]
Witness #2/Notary

[Signature]
Richard L. McAbee

STATE OF SC
COUNTY OF Greenville

ACKNOWLEDGMENT
S.C. §30-5-30
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for SC, do hereby certify that Richard L. McAbee personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this December 14th, 2012.

[Signature]
Notary Public
My Commission Expires: 7-8-2015

Date: December 14th, 2012

Signed, Sealed and Delivered
in the presence of:

Joanne Sagnon
Witness #1
[Signature]
Witness #2/Notary

Estate of Holland J. McAbee

BY: Michael E. McAbee P/R
Michael E. McAbee, PR

STATE OF SC
COUNTY OF Greenville

ACKNOWLEDGMENT
S.C. §30-5-30
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for SC, do hereby certify that Michael E. McAbee, PR of the Estate of Holland J. McAbee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this December 14th, 2012.

[Signature]
Notary Public

My Commission Expires: 7.8.2015

Date: December 14th, 2012

Signed, Sealed and Delivered
in the presence of:

Joanne Gagnon
Witness #1

Barry Dale McAbee
Barry Dale McAbee

[Signature]
Witness #2/Notary

STATE OF SC
COUNTY OF Greenville

ACKNOWLEDGMENT
S.C. §30-5-30
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for SC, do hereby certify that Barry Dale McAbee personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this December 14th, 2012.

[Signature]
Notary Public

My Commission Expires: 7.8.2015

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2012103986 Book: DE 2416 Page: 4385-4391
December 20, 2012 10 12 28 AM

Timothy J. Manney

EXHIBIT
B

N/F TARGET CORPORATION
TAX MAP # T009040102504
DEED BK. 2058 PG. 1774
PLAT BK. 47-P PG. 1

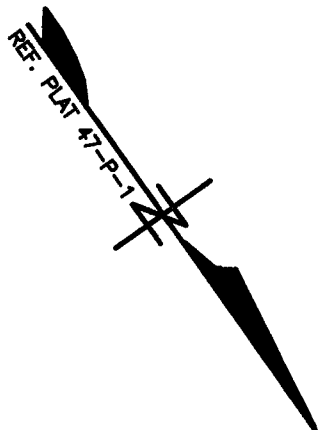
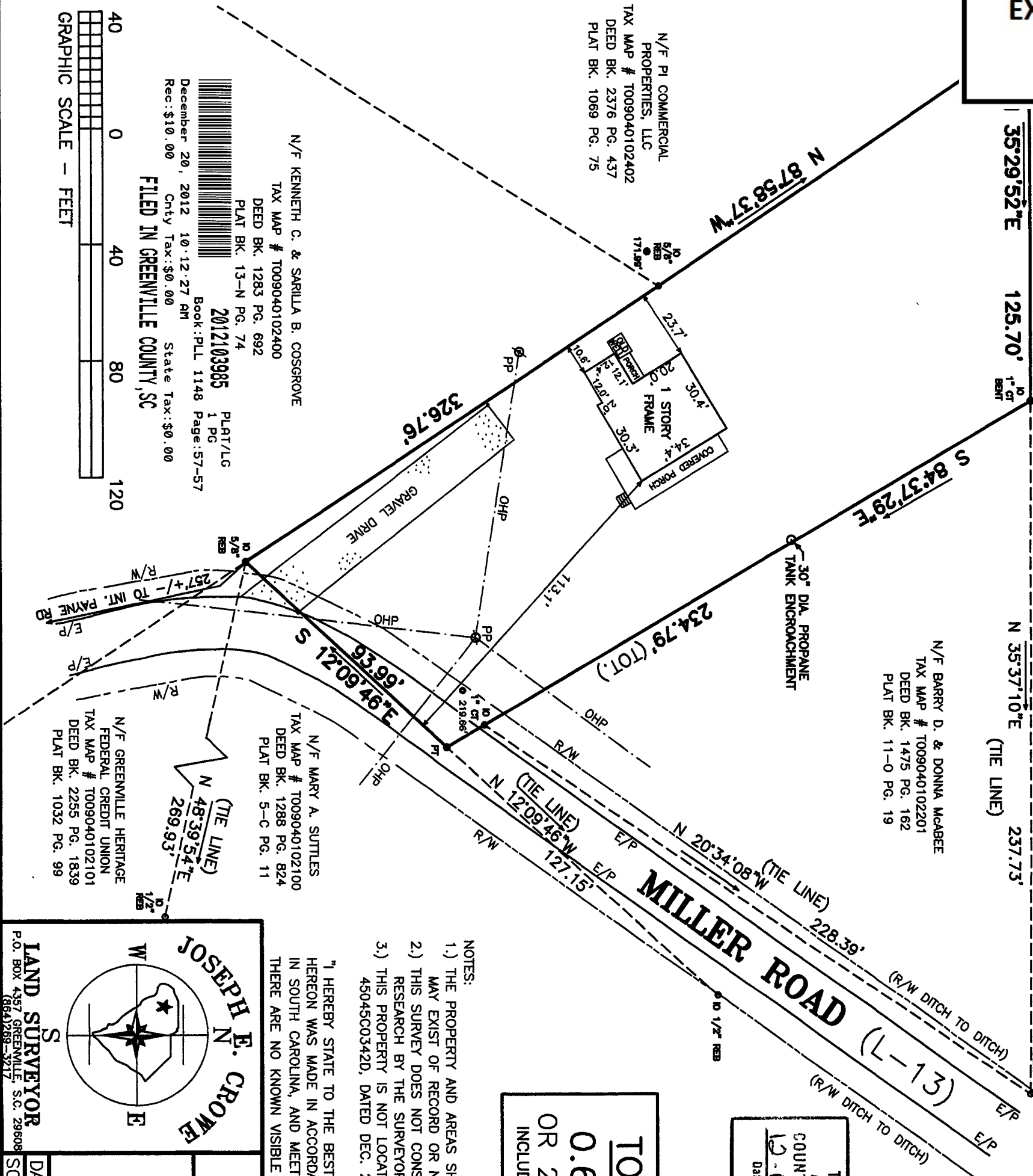
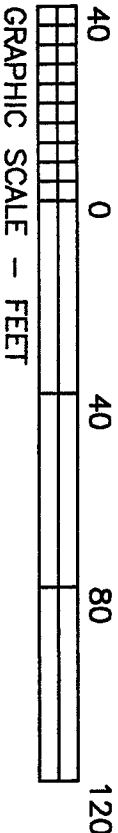
N/F DAVID C. & KIMBERLY K. MINOR
TAX MAP # T009040102800
DEED BK. 1406 PG. 805
PLAT BK. 19-B PG. 2

N/F BARRY D. & DONNA McABEE
TAX MAP # T009040102201
DEED BK. 1475 PG. 162
PLAT BK. 11-0 PG. 19

N/F P1 COMMERCIAL
PROPERTIES, LLC
TAX MAP # T009040102402
DEED BK. 2376 PG. 437
PLAT BK. 1069 PG. 75

N/F KENNETH C. & SARILLA B. COSGROVE
TAX MAP # T009040102400
DEED BK. 1283 PG. 692
PLAT BK. 13-N PG. 74

2012103985 PLAT/LG
1 PG
December 20, 2012 10:12:27 AM Book: PLL 1148 Page: 57-57
Rec: \$10.00 Cnty Tax: \$0.00 State Tax: \$0.00
FILED IN GREENVILLE COUNTY, SC

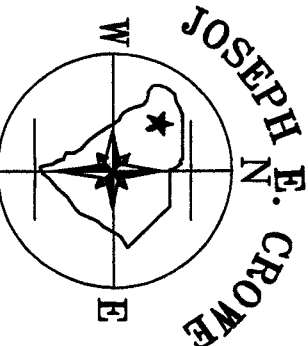


THIS PLAT IS NOT A SUBDIVISION
AS DEFINED BY THE GREENVILLE
COUNTY LAND DEVELOPMENT REGULATIONS
12-11-12
Date
Authorized Representative of
Greenville County Planning Commission

TOTAL AREA
0.635 ACRES
OR 27,652 SQ. FT.
INCLUDING ANY AND ALL R/W

- NOTES:
- 1.) THE PROPERTY AND AREAS SHOWN ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS THAT MAY EXIST OF RECORD OR NOT OF RECORD.
 - 2.) THIS SURVEY DOES NOT CONSTITUTE A FLOOD STUDY, WETLANDS DELINEATION, ENVIRONMENTAL INSPECTION OR TITLE RESEARCH BY THE SURVEYOR.
 - 3.) THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA AS PER FIRM MAP COMMUNITY PANEL NUMBER 45045C0342D, DATED DEC. 2, 2004.

"I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO KNOWN VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN."



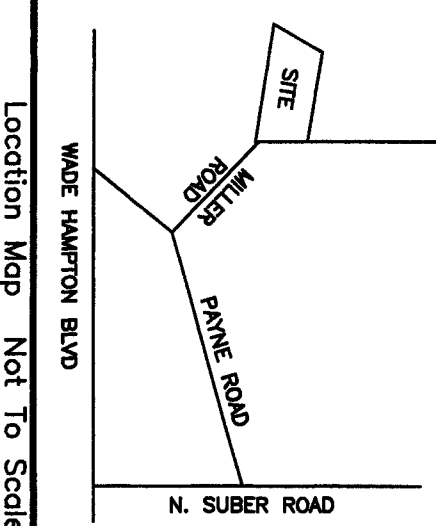
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
BOUNDARY SURVEY FOR:
BEATE BANNON
9 MILLER ROAD
TAYLORS, SC



LAND SURVEYOR
P.O. BOX 4357 GREENVILLE, S.C. 29608
(864) 689-3217

DATE: 12-10-12 TAX MAP NO: T009040102200
SCALE: 1" = 40' PROJECT NO: 12-0243

S.C. REG. NO. 16499



- LEGEND
- IO-----IRON PIN OLD
 - IN-----IRON PIN NEW
 - CT-----CRIMP TOP
 - OT-----OPEN TOP
 - REB-----REBAR
 - R/W-----RIGHT-OF-WAY
 - PP-----POWER POLE
 - LP-----LIGHT POLE
 - OHP-----OVERHEAD ELECTRIC
 - E/P-----EDGE OF PAVEMENT
 - PT-----POINT

FILED FOR RECORD IN GREENVILLE COUNTY, SC RD
2012103985 Book: PLL 1148 Page: 57-57
December 20, 2012 10:12:27 AM
Timothy J. Manning

EXHIBIT C

Subject Property
T009040102200
Acres: 0.635

Text

6029

6100

6050

6040

District

- 1
- 2
- 3
- 4
- 5
- 6
- Parcels
- Right of Way
- Streets

Ordinance 16-2018



0 0.02 0.04 0.06 0.08 Miles

Created 5/2/2018 by City of Greer GIS

The City of Greer Planning/Zoning Department does not guarantee the accuracy or the correctness of this map nor assumes any legal responsibility for the information contained on it. This map is not a legal document. This map is based on the South Carolina State Plane Coordinate System using the 1983 adjustment of the North American Datum. All rights reserved. No part of this map may be reproduced or used in any form or by any means without the expressed written consent of the City of Greer Planning/Zoning Department.

EXHIBIT

D

2.5"
3300m E

34°56'15"

**Greenville County
Unincorporated Areas
450089**

**City of Greer
450200**

1% ANNUAL CHANCE
FLOOD DISCHARGE
CONTAINED IN CULVERT

ED0989

HIGHLAND ST

CARL ST

DAVIS
ST

HAMMETT RD

MICHELL DR

STONE BROOK CT

MEADOW HILL WAY

WILLOW WOOD CT

BELLA
MICHELE AVEFREEBIRD
BLVD

WADE HAMPTON BLVD

MILLER RD

PAYNE RD

TOWN CENTER DR

JULIUS
CIR

CHICK SPRINGS RD

RAILROAD

039

e Program at 1-800-638-6620.



MAP SCALE 1" = 500'

0 250 500 750 1,000
FEET

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0342E

FIRM

**FLOOD INSURANCE RATE MAP
GREENVILLE COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS**

PANEL 342 OF 625

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GREENVILLE COUNTY	450089	0342	E
GREER, CITY OF	450200	0342	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



**MAP NUMBER
45045C0342E**

**MAP REVISED
AUGUST 18, 2014**

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Seaport Homes LLC.

(Letter of Intent, May 1st, 2018)

City of Greer

Planning & Zoning dept.

301 E. Poinsett st. Greer, SC 29651

Office: 864.848.2150

Letter of Intent : 9 Miller rd. Taylors, SC 29687

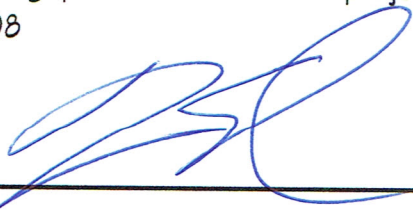
To Whom it may concern:

Tysen Sarkela owner of Seaport Homes is submitting this letter of intent to the city of Greer South Carolina.

9 Miller Rd. Taylors, SC 29687 is currently Zoned R-20 with a single family residence. It is currently vacant/abandoned property. We are proposing to annex this property into the city of Greer with the intent to rezone the property to RDR. Seaport Homes is a small Custom home Builder currently in Greer SC. This will allow Seaport homes to resurvey the property into 5 different tax map numbers (zero lot line) to build 5 single family residents. The Homes we plan to build will take advantage of some great views of Wade Hampton Blvd. and far off Mountain ranges. Each single family home will have 3 livable floors with a 4th floor roof top terrace and bonus room. Each property will have its own underground utilities, Power, sewer, water, and gas, All being run in a designed utility easement. Also, each home will have a 2 car garage with driveway space for 2 more vehicles for guest parking.

If there are any questions about this project please call Tysen at 843.754.0400 or Office 864.991.5008

Sincerely,



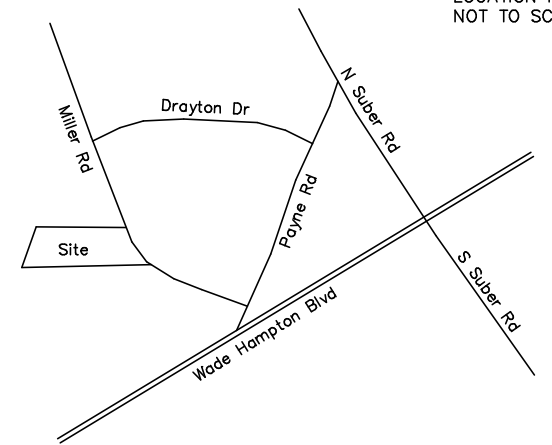
Tysen Sarkela

TMS T009040102504
N/F Target Corporation

Miller Project

TMS T009040102200
Area=0.635 Acres
Inclusive of R/W

LOCATION MAP
NOT TO SCALE



TMS T009040102201
N/F Shawn Kevin Alexander Sr.

TMS T009040102402
N/F PI Commercial Properties, LLC

TMS T009040102400
N/F Kenneth & Sarilla Cosgrove



GREENVILLE COUNTY, S.C.

DATE: 5-2-18 SCALE: 1" = 40'

Site Plan for Seaport Homes

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



GEOTECHNICAL, ENVIRONMENTAL,
CONSTRUCTION MATERIALS, AND FORENSIC ENGINEERING
CONSTRUCTION MATERIALS TESTING | LABORATORY TESTING
LAND SURVEYING | SPECIAL INSPECTIONS

9 Pilgrim Road, Greenville, South Carolina 29607
Phone (864) 234-7368 | Fax (864) 234-7369 | www.eas-pro.com

188147



301 East Poinsett Street
Greer, South Carolina 29651
(864) 801-2009

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 9 MILLER RD. more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number T009040102200 attached hereto marked as Exhibit C containing approximately .10 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

This petition is submitted under the provisions of S.C. Code §5-3-150(3), authorizing the City Council to annex an area when presented with a petition signed by **one hundred (100%) percent** of the freeholders owning **one hundred (100%) percent** of the assessed value of real property in an area proposed to be annexed. This petition and all signatures thereto shall be open for public inspection on demand at the City Hall, located at the address set forth above. If the petition is still in circulation for signatures, or otherwise not available, at the time demand is made, then it shall be made available as soon thereafter as reasonably practical. Any person who seeks to challenge the annexation, and who has standing to do so, should act in accord with the requirements of Chapter 3 of Title 5 of the South Carolina Code.

DATE OF PETITION: This petition is dated this 27th day of April, 2018 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

* Print Name: <u>BEATE BANNON</u>	Print Name: _____
* Signature: <u>[Signature]</u>	Signature: _____
* Address: <u>119 Scunsel Dr. Greenville</u>	Address: _____
* Witness: <u>Rt Hwy SC 29605</u>	Witness: _____
* Date: <u>4-27-18</u>	Date: _____
Parcel Address: <u>9 MILLER RD. Taylors</u>	Parcel Address: _____
Tax Map Number: <u>T009040102200</u>	Tax Map Number: _____

**ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, MAY 21, 2018**

DOCKET: AN 2018-08

APPLICANT: Seaport Homes, LLC

PROPERTY LOCATION: 9 Miller Rd

TAX MAP NUMBER: T009040102200

EXISTING ZONING: R-20, Single Family (Greenville County)

REQUEST: DRD, Design Review District

SIZE: 0.6

COMPREHENSIVE PLAN: Transit Oriented Community off a Transit Oriented Corridor

ANALYSIS: AN 2018-08

AN 2018-08 is an annexation and zoning request for a parcel located at 9 Miller Rd. The request is to rezone the property from R-20, Single Family Residential (Greenville County) to DRD, Design Review District for the development of 5 units. This area contains a mix of residential and commercial zoned properties.

Surrounding land uses and zoning include:

North: R-20, Single Family Residential (Greenville County)
East: R-20, Single Family Residential and O-D, Office District (Greenville County)
South: C-2, Commercial (Greenville County)
West: C-3 Commercial (City of Greer)

The future land use map in the City's Comprehensive Plan defines the area as a Transit Oriented Corridor, which normally links employment centers with urban areas to include regional and community centers. The land use along these transit corridors could support future mass transit systems and incorporate a balance of both residential and nonresidential development. As such, the request for DRD, Design Review District, is appropriate at this location as the density proposed is 8.3 units per acre. Therefore, this is a compatible land use with the Comprehensive Plan. In accordance with the guidelines set forth in this plan and after a detailed study of the area, Staff can support the proposed zoning request. All comments from other agencies and departments in the City of Greer must also be met and a Final Development Plan must be approved before construction can commence.

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION ACTION ON 5/21/18: Mr. Hopper opened the business meeting for AN 2018-08. Ms. McCormick presented the staff report and recommendation for the request. Tysen Sarkela, applicant, was present to answer any questions for the Commission. He stated that he plans to put 5 residential homes on the property to take advantage of the views. Ms. Jones asked what size homes Mr. Sarkela was proposing. Mr. Sarkela stated 2500 to 3500 square feet, but had not made a definite decision at that time. He stated that he would like the homes to be 3 or 4 stories with rooftop to take advantage of the mountains view. Ms. Jones made a motion to approve AN 2018-08. Mr. Montgomery seconded the motion. The motion carried with a vote of 5 to 0.

Category Number: XI.
Item Number: A.



AGENDA
GREER CITY COUNCIL
6/12/2018

ACE Environmental Inc.

Summary:

Request for authorization for the City Administrator to execute a contract for services with ACE Environmental Inc. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ ACE Environmental Inc. Contract for Services	5/29/2018	Backup Material

**STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) CONTRACT**

WHEREAS, the City of Greer, a South Carolina Municipal Corporation which provides municipal solid waste services to its citizens and previously ran a department of government that collected residential solid waste and disposed of same, and employed personnel and owned equipment used in connection therewith; and

WHEREAS, the said City of Greer in 2005 invited proposals from private contractors who might be interested in contracting with the City of Greer to perform certain aspects of this work; and

WHEREAS, the undersigned ACE Environmental, Inc., a South Carolina Corporation, provided to the City of Greer a proposal and subsequently entered into a contract on August 22, 2005 with an initial term to expire on June 30, 2009 with an approved extension until June 30, 2013; and again, extended to June 30, 2017 with an option to extend for an additional term until June 30, 2021.

WHEREAS, the City of Greer (hereinafter referred to as "Greer") and ACE Environmental, Inc. (hereinafter referred to as "ACE") wish to renegotiate and create a document which will stand and serve as a Contract between the parties once it has been ratified by elected officials of Greer, in compliance with applicable laws and statutes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the payment of One and 00/100 (\$1.00) Dollars, by each party paid to the other, the receipt and sufficiency of which are acknowledged, it is understood and agreed as follows:

1. That the foregoing WHEREAS paragraphs are a part of this agreement.
2. That this Contract shall bind ACE when it is signed by the President of ACE. ACE has provided to Greer ACE's resolution reflecting a meeting of its Board of Directors which specifically empowers said President to execute the within Contract. ACE understands and agrees that this Contract shall not bind Greer until same has been ratified by elected officials of Greer, in accordance with the laws and statutes of South Carolina. Until that time this document shall be viewed, insofar as it pertains to Greer, as an offer by ACE to contract with Greer. ACE agrees to undertake to perform its obligations as specified in this Contract, for the term of the Contract and any renewal terms provided for herein, in exchange for the monetary amounts ACE is to receive as specified herein. Except and unless the Contract so states, ACE shall receive no further consideration.
3. **TERM; RENEWAL:** The term of this Contract shall be for five (5) years. The beginning date is July 1, 2017, with said initial term to commence immediately upon approval of this Contract by the elected officials of Greer as specified

hereinabove. The ending date of the initial term shall be June 30, 2022. This Contract shall automatically renew for an additional five-year term unless Greer (1) terminates this Contract for cause in accordance with Paragraph 6 or (2) provides written notice to ACE at least 60 days prior to the end of the initial term.

4. **EXTENSION:** Greer shall have the option to extend the Contract for one (1) five (5) year term. Should Greer extend the Contract, the extension shall run from July 1, 2022 to June 30, 2027.

5. **TERMINATION:** Greer shall have the right to terminate upon 180 days written notice to ACE for cause. Greer shall provide ACE with written notice, by certified mail, return receipt requested, of any matter which it believes constitutes a failure by ACE to fully perform its obligations under this Contract. Greer must send ACE such notice within 30 days of the time Greer or its agent first have knowledge of the alleged failure by ACE to comply with its obligations under this Contract. ACE shall have 30 days from receipt of such notice to cure the alleged problems where such problem constitutes a failure by ACE to fully perform its obligations under this Contract. Where ACE determines that the problem is not a failure by ACE to perform its obligations under this Contract, or where such problem is beyond ACE's control, ACE is not obligated to cure such problem and this Contract shall remain in full force and effect. In the event Greer does not notify ACE of any matter which it believes constitutes a failure by the ACE to perform its obligations hereunder, the continuing alleged failure by the ACE to perform its obligations for such specific matters shall be waived by Greer and such matter shall, under no circumstances, constitute a breach of this Contract.

6. **CALCULATION OF PAYMENT DUE BY GREER TO ACE:** Provided ACE is in compliance with its obligations as expressed in this Contract, Greer shall remit payment to ACE no later than the 30th day of each month (the "Monthly Payment"). The Monthly Payment shall be calculated by multiplying the Agreed Number of Residences (as defined herein) by the Per Residence Charge (as defined herein).

For July of 2017, the "Agreed Number of Residences" shall be 9,777. For all subsequent months, the "Agreed Number of Residences" shall be the number of residences actually served by ACE in the prior month, as determined jointly by Greer and ACE at that prior month's end.

The "Per Residence Charge" shall be:

- \$8.40, from July 1, 2017 through June 30, 2018;
- \$8.90, from July 1, 2018 through June 30, 2019;
- \$9.40, from July 1, 2019 through June 30, 2020;
- \$9.90, from July 1, 2020 through June 30, 2021; and
- \$10.40, from July 1, 2021 through June 30, 2022.

On July 1, 2022, and on the first day of July in each following year, the “Per Residence Charge” shall be computed by increasing the prior year’s Per Residence Charge by the Consumer Price Index, as published by the State of South Carolina for the preceding year, not to exceed 3%.

Provisions of the Contract calls for potential extra payments such as fuel surcharge, etc., shall be paid in addition to the annual amount calculated as above.

7. **OTHER LAWS AND STATUTES, FEDERAL, AND STATE:** ACE agrees to comply with all laws and regulations of every type and nature, whether they are Federal, State or other and in the event of a violation of any law to report same promptly to Greer and to take appropriate action as might be required under the circumstances.

8. **SPILLS:** ACE shall make every effort to contain all solid and liquid water within its trucks until same is properly delivered to and dumped at proper waste sites. In the event waste blows from or falls from the trucks, or leaks from the trucks, ACE will promptly undertake clean-up of said waste.

9. **ANNUAL FUEL COST REVIEW:** ACE and Greer will reevaluate the fuel cost annually and may make appropriate adjustments as agreed by both ACE and Greer. Current cost of Diesel is \$2.52 per gallon, Current Gasoline cost is \$2.57 per gallon and Compressed Natural Gas (CNG) is \$2.17 per Gas Gallon Equivalent (GGE).

10. **SIGNAGE ON VEHICLES:** Greer shall have the right to have signage prepared and placed upon ACE’s equipment to identify ACE and the fact that it is under contract to Greer, and such other information as Greer desires, including but not limited to contact telephone numbers, etc.

11. **CURBSIDE HANDLING OF HOUSEHOLD WASTE:** Greer has provided, and will continue to provide, a rollout container to each household in the City which is entitled to residential garbage service provided by Greer. The containers are approximately 90-95 gallons in capacity. These containers are owned by Greer and the containers and any replacements will continue to be owned by the City of Greer. Replacement or new containers will be purchased by Greer as it determines. ACE shall provide for the pick-up of containers that are to be repaired or to be scrapped, and the delivery of new or replacement containers to customers as directed by Greer. Greer shall issue a work order to ACE with instructions regarding the containers to be picked up or returned. ACE shall promptly communicate to Greer information regarding any containers that need to be repaired or replaced. Greer and ACE shall work together in order to ensure that this process of communication, pick-up, delivery, repair and replacement functions smoothly.

12. The rollout containers provided by Greer to residents are for use in the storage and handling of household waste only. Should a resident have additional household waste, the resident shall bag and place the waste alongside the container on collection day or may elect to have an additional container purchased from Greer. The resident may also place odd sized or oversized items that may not readily be bagged alongside the container on pick-up day. ACE shall pick-up and dispose of all such waste in accordance with this Contract.

13. **RECYCLING:** Greer encourages recycling among all its citizens. Some, but not all, of Greer's residential customers elect to recycle and for those customers Greer provides, at Greer's cost, a recycling container. ACE agrees to pick-up materials to be recycled and to keep these segregated from other trash and deliver them to a legitimate recycling facility. Curbside recycling is currently provided on a weekly basis and ACE agrees to maintain that schedule for the duration of this Contract. However, Greer is receptive to the idea of going to a bi-weekly curbside recycling schedule after a demonstrated pilot project is conducted and the City agrees that bi-weekly service can be provided achieving high customer satisfaction. A mutually agreed transition schedule must be approved by Greer City Council.

14. ACE agrees to handle the delivery of recycling bins either from Greer to the resident who elects to recycle or from such resident to Greer in the event the resident moves or discontinues recycling. ACE agrees to pick-up such bins as are not serviceable and to replace them with a bin provided by Greer, and to return the damaged or defected bin to the City of Greer, or to deliver it to a landfill for appropriate recycling, as directed by Greer.

15. ACE agrees to operate a recycling center within the city limits of Greer for the convenience of city residents. The recycling center will operate Monday thru Saturday on a schedule agreed upon by both ACE and Greer. A representative of ACE shall be present on-site at the recycling center during its hours of operation. The center will make appropriate accommodations for all recyclable materials including, but not limited to: paper; cardboard; plastic; aluminum; steel; waste oil; batteries; tires; e-waste; etc. ACE will have full financial responsibility for the operational costs, including utilities and insurance, and maintenance of such facility, including the existing modular office. Greer shall be responsible for any capital expenditures. However, if ACE continues to operate from the old Public Services facility located at 315 Buncombe Street then Greer will maintain the grounds of that facility. ACE shall have full access and use of the shop, existing modular office, and transfer station located at 315 Buncombe Street. The buildings, equipment, and office are offered "as is" by Greer.

16. **YARD WASTE:** ACE agrees to collect yard waste to include limbs and brush up to six feet (6') long, six inches (6") in diameter; bagged grass (which will include leaves when Greer's leaf vacuums are not running), trimmings, etc.

17. At its cost, Greer will continue to provide crews for collection of loose raked leaves from November 1st through February 1st, or later at Greer's option. ACE shall have no responsibility for this service.

18. In the event ACE believes that excessive amounts of bagged grass clippings are being placed in front of any particular residence, ACE and Greer will work together on that issue to determine whether the waste in fact came from the household in question or whether the service is being abused. Greer agrees to take appropriate action in the event of abuse of this service by contacting and dealing with the customer.

19. Greer may institute a program whereby residents will be required to use paper bags procured at the resident's cost, which are grindable and disposable for use in disposal of yard waste. Greer may provide to the resident, for a fee determined by the City, a separate 95-gallon rollout container for grass. In the event Greer elects to utilize either service, or both services, ACE agrees to cooperate and to pick-up the paper bags and/or the containers. In the case of the rollout container, ACE shall provide delivery and pick-up of these containers in the same manner as it provides such delivery and pick-up for regular household waste rollout containers.

20. ACE will collect and properly dispose of brush and limbs at the curb for pick-up at no charge. Quantity/volume of material shall be in accordance with City ordinance.

21. **TRASH:** Residential customers are allowed to place at the curb odd items from activities such as special cleanup of garages or housecleaning, etc. This waste may include such items as couches and large chairs, etc. ACE agrees to pick-up and dispose of these items in accordance with city ordinance.

22. **TIRES:** ACE recognizes and agrees that residential customers are allowed to dispose of tires (4 per resident per year) and ACE agrees to pick-up tires that are disposed of by residential customers and deliver them to the appropriate County landfills in accordance with DHEC and landfill regulations and any other laws and statutes. In the event Spartanburg County or Greenville County or both refuse to accept tires for disposal, ACE shall continue to pick-up and properly dispose of tires but shall have the right to charge Greer \$5.00 per tire handled as compensation for this service.

23. **BUSINESS DISTRICT COLLECTION:** ACE shall provide trash handling in Greer's downtown business district for Greer's curbside receptacles provided for pedestrians. No additional charges shall be made for the service provided.

24. **DAYS OF SERVICE:** ACE agrees to collect regular household waste, recycling items and bulk items from each residence on a one (1) day per week basis, and to collect from each residential customer on the same day each week on a schedule agreed upon by Greer. Greer agrees that yard waste may be collected on a separate day although ACE agrees to make every reasonable effort to collect yard waste on the same collection day as other waste is collected and always by the end of the same week. ACE agrees that in the event any change is made in collection days for any particular route, it will give Greer at least thirty (30) days advance notice and will also notify the residential customers affected in the change of pick-up days. ACE agrees that it shall not make more than one (1) such change per year per route unless it receives special written permission from Greer.

25. **HOLIDAY SCHEDULE:** At least thirty (30) days before the end of the fiscal year ACE shall furnish Greer its proposed holiday pick-up schedule. Greer shall have the right to approve or disapprove said schedule, and approval shall not be unreasonably withheld.

26. **DISPOSAL OF WASTE:** ACE agrees to deliver waste collected in Spartanburg County to the appropriate landfill in Spartanburg County and to deliver waste collected in Greenville County to the appropriate landfill in Greenville County and to abide by all landfill regulations, DHEC regulations, and other laws and statutes.

27. **CERTAIN POTENTIAL RESIDENTIAL CUSTOMERS:** ACE recognizes that there are certain private and/or gated subdivisions and/or townhouses within Greer that do not currently receive garbage service provided by Greer. In the event such potential customers request garbage service to be provided by Greer, at the customer's cost, and in the event Greer elects to provide the service, Ace agrees to provide said service to the customer(s). ACE understands and agrees that Greer will undertake to have ACE provide this service only in the event the entire subdivision contracts with Greer and in the event this occurs Greer will make payment to the contractor based upon the number of residential customers in the area to be served times the monthly cost. ACE recognizes that Greer may discontinue this service to these residential customers in its sole discretion.

28. **HAZARDOUS WASTE:** ACE agrees to cooperate with Greer and the residential customers in the handling of hazardous waste generated by the residential customers by providing for disposal of such waste at least one (1) day per year. In all likelihood Greer shall request that this service be provided on Earth Day or during the

week of Earth Day. ACE also agrees to cooperate with Greer in the placing of flyers, leaflets, etc., on garbage containers in advance of this day in order to publicize this service if Greer requests it.

29. **CONTAINER SERVICE FOR CITY PARKS:** ACE agrees to provide collection and disposal of all garbage at Greer City Parks. As is the case with rollout containers for residential customers, Greer will provide and service or replace the rollout containers at its cost and ACE will provide for the delivery and/or pick-up of container or replacement container. ACE will provide this service at no additional cost to Greer. Ace will charge the city for commercial container service at city locations that require such service.

30. **COORDINATION AND CUSTOMER RELATIONS:** ACE agrees that coordination with residential customers and customer satisfaction are paramount issues to Greer. Recognizing such, ACE agrees to assign a fulltime manager to service this Contract and agrees that said manager shall have appropriate training and experience in order to manage this job. ACE shall provide a resume' to Greer and shall establish by this resume' and other writings that this manager assigned to this Contract is capable of handling the responsibilities. ACE shall also provide a clerk whose job shall be to handle phone calls received by the City that may be transferred to ACE, or that may be received by ACE directly. ACE will ensure this clerk is adequately trained and has adequate experience in order to handle this job. In the case of the manager and the clerk, ACE agrees to promptly respond to any residential customer complaint or complaints by Greer as to the performance of the job by these individuals. ACE agrees to maintain an office to service this account that will be located in Greer and that this office will be opened and staffed during regular work hours in order that Greer or the residential customers can contact the office and conduct business with the office. Additionally, ACE agrees to maintain an after-hours emergency phone number that shall be provided to Greer for use by Greer and, at Greer's discretion may be provided to residential customers. ACE agrees to provide these services as part of its compensation under this Contract.

31. **PERFORMANCE BOND:** Upon written request by Greer, ACE agrees to provide for a performance bond satisfactory to Greer written by an insurance company satisfactory to Greer, the penal amount of which shall be equal to ten percent (10%) of the projected contract amount for one month in question. Greer shall have responsibility for paying for this bond or any renewal thereof. This Contract is conditioned upon this bond being renewed prior to the beginning of each year of the term, to be effective on the first day of the year, and the penal amount shall be adjusted to reflect the contract amount for that year.

32. **DELAYS IN SERVICE:** In the event Greer determines that ACE is behind schedule, Greer reserves the right to utilize Greer's employees and equipment to restore service to a timely schedule or Greer may obtain services of another private contractor. In this event ACE shall reimburse Greer for its employee costs, its fuel costs, and a reasonable reimbursement based on per mile or per hour (as appropriate considering the equipment) for equipment and vehicles used. Should Greer employ services of another contractor, ACE shall pay reasonable costs incurred by Greer. Additionally, because all costs likely to be incurred by Greer cannot be accounted for, ACE shall pay as liquidated damages \$500.00 per day for any day that ACE is behind schedule. Should ACE fall behind schedule by one (1) week more than two (2) times in any year or four times during any term of the Contract, Greer shall have the right to terminate this Contract with a 60-day written notice to ACE.

33. **UNAVOIDABLE DELAYS:** In the event delays are unavoidable because of "Acts of God", civil unrest, or like circumstance out of the control of ACE, ACE shall be excused from delays for a reasonable period during which its services are rendered impossible by the foregoing events.

34. **RESTORATION OF REGULAR SERVICE:** In the event of delays, regardless of cause, ACE and Greer shall negotiate a work schedule with the goal being to fully restore normal service as soon as is reasonably practicable. ACE shall abide by this schedule.

35. **COMMERCIAL COLLECTION:** In the event Greer decides to offer curbside 96-gallon service to commercial business, ACE will provide this service at the same rate as residential customers and all provisions of this Contract as it applies to residential customers will also apply to commercial customers.

36. **HOLD HARMLESS:** ACE covenants and agrees to indemnify, defend and hold harmless Greer and its successors and assigns (each of whom is sometimes referred to herein as an "Indemnified Party") against and from any and all damages, losses, liabilities, obligations, penalties, claims, judgments, or expenses of every kind and nature whatsoever, which may be at any time incurred by or asserted against any Indemnified Party, and which in any way relates to an act of omission or alleged act or omission related to any statute, law or regulation during the term of this Contract by ACE, its agents, servants, licensees or employees.

37. **GENERAL AND VEHICULAR LIABILITY INSURANCE:** ACE agrees to procure and pay for general and vehicular liability insurance in the minimum amount of \$2,000,000.00/\$5,000,000.00 for personal injury and \$1,000,000.00 for property damage. ACE shall cause Greer to be added as an additional named insured on said policy. Greer shall be furnished a copy of the policy. This policy must be

satisfactory to Greer and Greer will reject the policy unless it is written by a company that Greer determines, in its discretion, to be a reputable company.

38. **WORKER'S COMPENSATION INSURANCE:** ACE agrees to provide and pay for Worker's Compensation Insurance in such amounts as are required by the laws and statutes of the State of South Carolina. This policy must be satisfactory to Greer and Greer will reject the policy unless it is written by a company that Greer determines, in its discretion, to be a reputable company.

39. **BUSINESS LICENSE:** ACE agrees that it must obtain and pay for and maintain a business license issued by Greer.

40. **NOTICES:** Any notices that might be required under this Contract shall be sent as follows:

To Greer: City of Greer
Attention: City Administrator
301 E. Poinsett Street
Greer, SC 29651

To ACE: Ace Environmental, Inc.
Attention: President
315 Buncombe Street
Greer, SC 29650

NON-ASSIGNABLE AND BINDING: Both parties recognize that this Contract is for personal services and cannot be transferred, assigned, or sublet by either party, without the prior written consent of the other and such consent will not be unreasonably withheld. This Contract shall be binding upon both of the parties to wit, their respective heirs, successors or assigns

WITNESS our hands and seals this _____ day of _____, 2018.

ACE ENVIRONMENTAL of South Carolina LLC

By: _____
Print Name: _____
Its: _____

CITY OF GREER

By: _____
Edward R. Driggers
City Administrator

Approved by Greer City Council on _____ day of _____, 2018.



AGENDA
GREER CITY COUNCIL
6/12/2018

First Reading of Ordinance Number 18-2018

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY PROFESSIONAL OFFICES LOCATED AT 106 WEST CHURCH STREET FROM O-D (OFFICE DISTRICT) TO R-12 (RESIDENTIAL SINGLE – FAMILY). (Action Required)

Executive Summary:

Ordinance #18-2018 is a rezoning request for a parcel located on 106 West Church Street. The owners are requesting a rezoning from O-D, Office District, to R-12, Single Family Residential. The purpose of this rezoning is to convert this property back to residential use. The Planning Commission conducted a public hearing on May 21, 2018 for the rezoning request. The Planning Commission recommended approval of this request.

Brandon McMahan, Zoning Coordinator

ATTACHMENTS:

Description	Upload Date	Type
▣ Ord 18-2018 Cover Memo	6/8/2018	Cover Memo
▣ Ordinance Number 18-2018	6/8/2018	Ordinance
▣ Ord 18-2018 Exhibit A Map	6/8/2018	Exhibit
▣ Ord 18-2018 Planning Commission Minutes	6/8/2018	Backup Material

Memorandum

To: Mr. Driggers, City Administrator
From: Brandon McMahan, Zoning Coordinator
Subject: Ordinance # 18-2018
Date: June 1, 2018
CC: Tammy Duncan, City Clerk

Ordinance #18-2018 is a rezoning request for a parcel located on 106 West Church Street. The owners are requesting a rezoning from O-D, Office District, to R-12, Single Family Residential. The purpose of this rezoning is to convert this property back to residential use.

The Planning Commission conducted a public hearing on May 21, 2018 for the rezoning request. The Planning Commission recommended approval of this request.

ORDINANCE NUMBER 18-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY PROFESSIONAL OFFICES LOCATED AT 106 WEST CHURCH STREET FROM O-D (OFFICE DISTRICT) TO R-12 (RESIDENTIAL SINGLE – FAMILY).

The City Council of Greer makes the following findings:

This ordinance pertains to certain property owned by Professional Offices located at 106 West Church Street and more clearly identified by the attached City of Greer Map specifying Greenville County Parcel Number G022000400800 containing approximately .33 acres attached hereto marked as Exhibit A.

1. The owner desires to change the zoning classification of the property and has shown the need for such use to the Greer Planning Commission at a public hearing held on May 21, 2018.
2. To accomplish the desired change in use in the most effective manner, the zoning classification should be changed to R-12 (Residential Single-Family).
3. The proposed use is in keeping with the general character of the surrounding property.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Greer, South Carolina, as follows:

The zoning classification of the property located at 106 West Church Street and more particularly identified by the attached City of Greer Map specifying Greenville County Parcel Number G022000400800 containing approximately .33 acres attached

hereto marked as Exhibit A shall be changed from O-D (Office District) to R-12 (Residential Single-Family).

This ordinance shall be effective immediately upon second reading approval.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by:

First Reading: June 12, 2018

Second and
Final Reading: June 26, 2018

Approved as to Form:

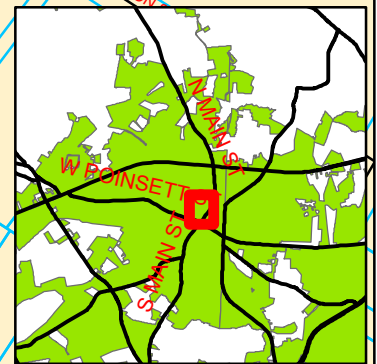
Daniel R. Hughes, Esquire
City Attorney

EXHIBIT

A

Subject Property
G022000400800
Acres: 0.32

- City Limits
- Parcels
- Streets



Ordinance 18-2018



0 100 200 300 400 Feet

Created 6/1/2018 by City of Greer GIS

The City of Greer Planning/Zoning Department does not guarantee the accuracy or the correctness of this map nor assumes any legal responsibility for the information contained on it. This map is not a legal document. This map is based on the South Carolina State Plane Coordinate System using the 1983 adjustment of the North American Datum. All rights reserved. No part of this map may be reproduced or used in any form or by any means without the expressed written consent of the City of Greer Planning/Zoning Department.

**ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, MAY 21, 2018**

DOCKET: **RZ 2018-09**

APPLICANT: Paula Lawrence / Professional Offices

PROPERTY LOCATION: **106 W. Church St**

TAX MAP NUMBER: G022000400800

EXISTING ZONING: O-D, Office District

REQUEST: **R-12, Single Family Residential**

SIZE: 0.33 acres

COMPREHENSIVE PLAN: **Greer Station Center:** Land uses identified in the C-1 zoning district are typically the uses found in this specialized center. The land use balance is about 30% residential and 70% nonresidential.

ANALYSIS: **RZ 2018-09**

RZ 2018-09 is a rezoning request for a parcel located 106 West Church Street. The request is to rezone the property from O-D, Office District, to R-12, Single Family Residential. This area contains a mix of residential and commercial zoned properties.

Surrounding land uses and zoning include:

North: R-M1, Multi-Family Residential
East: R-M1, Multi-Family Residential
South: C-1, Central Business District.
West: C-1, Central Business District

Zoning/Rezoning History:

1971: R-M
1979: Rezoned to O-D, Office District

The land use map in the City's Comprehensive Plan defines this property as part of a Greer Station Community. The Greer Station Center is defines the land use in this center as 30% Residential and 70% Nonresidential As such, looking at the request for R-12, Single Family Residential listed in the Comprehensive Plan. As such, Staff recommends approval of this request.

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION ACTION ON 5/21/18: Mr. Hopper opened the business meeting for RZ 2018-09. Ms. McCormick presented the staff report and recommendation for the request. Paula Lawrence, applicant, was present to answer any questions for the Commission. Mr. Lavender made a motion to approve RZ 2018-09. Ms. Jones seconded the motion. **The motion carried with a vote of 5 to 0.**



AGENDA
GREER CITY COUNCIL
6/12/2018

First Reading of Ordinance Number 19-2018

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY SOUTHSIDE BAPTIST CHURCH LOCATED ON MAIN STREET FROM R-12 (RESIDENTIAL SINGLE - FAMILY) TO C-2 (COMMERCIAL DISTRICT). (Action Required)

Executive Summary:

Ordinance #19-2018 is a rezoning request for three parcels located on Main Street. The owner is requesting a rezoning from R-12, Single Family Residential to C-2, Commercial. The purpose of this rezoning is for potential future commercial development. The Planning Commission conducted a public hearing on May 21, 2018 for the rezoning request. The Planning Commission recommended approval of this request.
Brandon McMahan, Zoning Coordinator

ATTACHMENTS:

Description	Upload Date	Type
▣ Ord 19-2018 Cover Memo	6/8/2018	Cover Memo
▣ Ordinance Number 19-2018	6/8/2018	Ordinance
▣ Ord 19-2018 Exhibit A Map	6/8/2018	Exhibit
▣ Ord 19-2018 Planning Commission Minutes	6/8/2018	Backup Material

Memorandum

To: Mr. Driggers, City Administrator
From: Brandon McMahan, Zoning Coordinator
Subject: Ordinance # 19-2018
Date: June 1, 2018
CC: Tammy Duncan, City Clerk

Ordinance #19-2018 is a rezoning request for three parcels located on Main Street. The owner is requesting a rezoning from R-12, Single Family Residential to C-2, Commercial. The purpose of this rezoning is for potential future commercial development.

The Planning Commission conducted a public hearing on May 21, 2018 for the rezoning request. The Planning Commission recommended approval of this request.

ORDINANCE NUMBER 19-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY SOUTHSIDE BAPTIST CHURCH LOCATED ON MAIN STREET FROM R-12 (RESIDENTIAL SINGLE - FAMILY) TO C-2 (COMMERCIAL DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to certain properties owned by Southside Baptist Church located on Main Street and more clearly identified by the attached City of Greer Map specifying Greenville County Parcel Numbers G003000101600, G003000101700 and G003000101800 containing approximately .76 acres attached hereto marked as Exhibit A.

1. The owner desires to change the zoning classification of the properties and has shown the need for such use to the Greer Planning Commission at a public hearing held on May 21, 2018.
2. To accomplish the desired change in use in the most effective manner, the zoning classification should be changed to C-2 (Commercial District).
3. The proposed use is in keeping with the general character of the surrounding property.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Greer, South Carolina, as follows:

The zoning classification of the properties located on Main Street and more particularly identified by the attached City of Greer Map specifying Greenville County

Parcel Numbers G003000101600, G003000101700 and G003000101800 containing approximately .76 acres attached hereto marked as Exhibit A shall be changed from R-12 (Residential Single-Family) to C-2 (Commercial District).

This ordinance shall be effective immediately upon second reading approval.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by:

First Reading: June 12, 2018

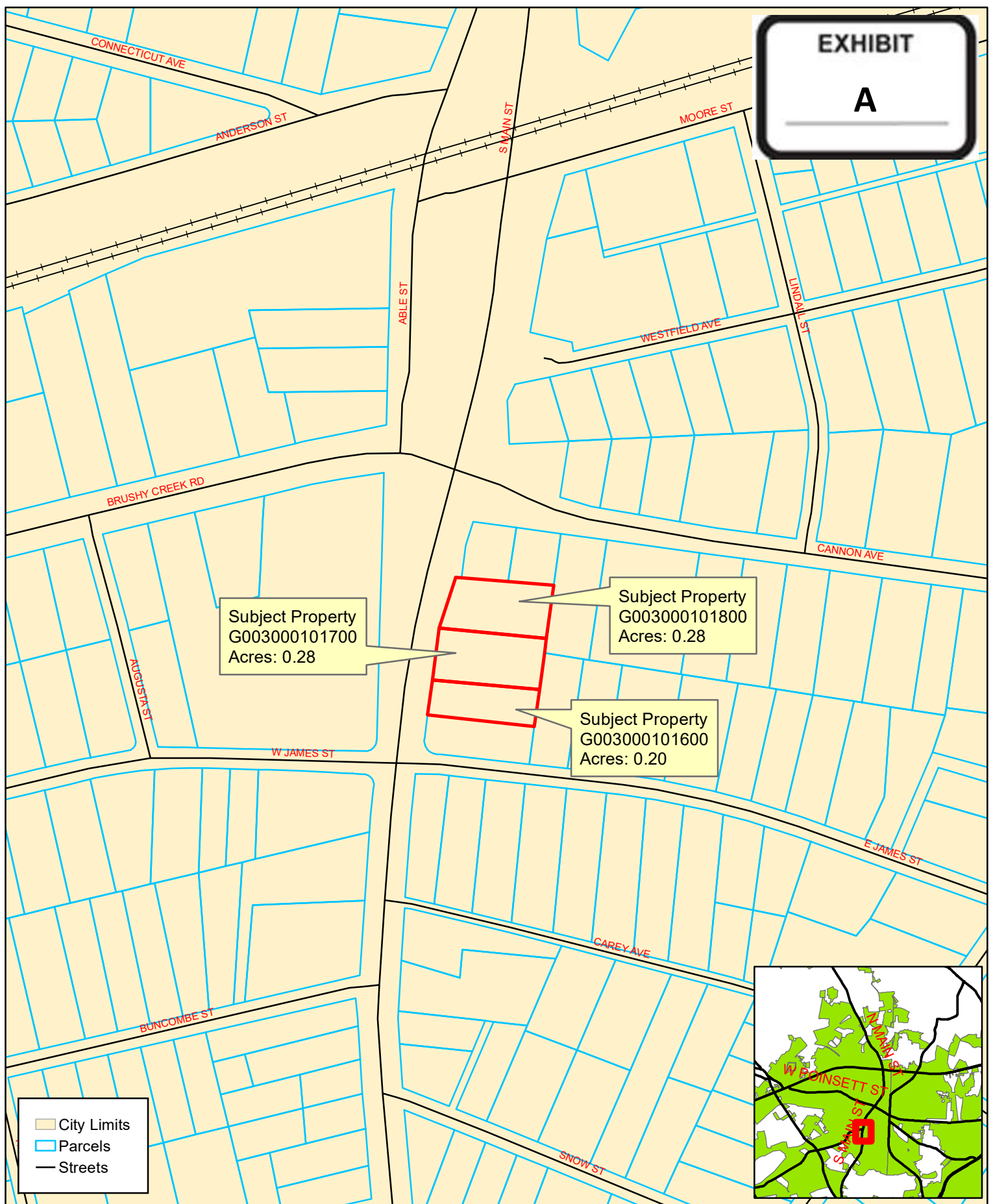
Second and
Final Reading: June 26, 2018

Approved as to Form:

Daniel R. Hughes, Esquire
City Attorney

EXHIBIT

A



**ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, MAY 21, 2018**

DOCKET: RZ 2018-10

APPLICANT: Langston-Black Real Estate

PROPERTY LOCATION: Main St

TAX MAP NUMBER: G003000101600, G003000101700, G003000101800

EXISTING ZONING: R-12, Single Family Residential

REQUEST: C-2, Commercial

SIZE: 0.76

COMPREHENSIVE PLAN: Residential Land Use 2 off a Neighborhood Corridor

ANALYSIS: RZ 2018-10

RZ 2018-10 is a rezoning request for three parcel located on Main Street between E. James St and Cannon Ave. The request is to rezone these parcels from R-12, Single Family Residential, to C-2, Commercial. This area contains mainly residential zoned properties.

Surrounding land uses and zoning include:

North: R-12, Single Family Residential
East: R-12, Single Family Residential
South: R-12, Single Family Residential
West: R-12, Single Family Residential

Zoning/Rezoning History:

1979: Zoned R-12, Single Family Residential (all parcels)

The land use map in the City's Comprehensive Plan defines these properties as Residential Land Use 2 Community off a Neighborhood Corridor. The corridor width is 125ft from the centerline, 250 width in total. Land uses identified within the neighborhood corridor are equivalent to uses allowed in the medium and higher residential zoning classifications, O-D and C-2. The land use balance is about 70% residential and 30% nonresidential. As such, looking at the request for C-2, Commercial, Staff recommends approval of this request.

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION ACTION ON 5/21/18: Mr. Lavender recused himself from RZ 2018-10 and stepped down from the panel. Mr. Hopper opened the business meeting for RZ 2018-10. Ms. McCormick presented the staff report and recommendation for the request. T.L. Baldry, representative of Langston-Black, applicant, was present and gave a brief explanation of the request. Mr. Montgomery made a motion to approve RZ 2018-10. Mr. Holland seconded the motion. The motion carried with a vote of 3 to 1. Ms. Jones voting in opposition.



AGENDA
GREER CITY COUNCIL
6/12/2018

First Reading of Ordinance Number 20-2018

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY (1) WILLIAM AND MARSHA JOHNSON LOCATED AT 1689 GIBB SHOALS ROAD AND (2) ELLA SUDDUTH NICHOLS LOCATED AT 122 NICHOLS DRIVE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTIES. (Action Required)

Executive Summary:

Ordinance #20-2018 is an annexation and zoning request for property located on Gibb Shoals Road in Greenville County. The parcels for annexation are 10.61 acres. The property is proposed for residential development with a Design Review District zoning. The development will contain 40 single-family residences. The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel. Kelli McCormick, Planning Manager

ATTACHMENTS:

Description	Upload Date	Type
▣ Ord 20-2018 Cover Memo	6/8/2018	Cover Memo
▣ Ordinance Number 20-2018	6/8/2018	Ordinance
▣ Ord 20-2018 Exhibit A Deed	6/8/2018	Exhibit
▣ Ord 20-2018 Exhibit B Plat	6/8/2018	Exhibit
▣ Ord 20-2018 Exhibit C Map	6/8/2018	Exhibit
▣ Ord 20-2018 Exhibit D Flood Map	6/8/2018	Exhibit
▣ Ord 20-2018 Exhibit E Statement of Intent	6/8/2018	Exhibit
▣ Ord 20-2018 Exhibit F Concept Plan	6/8/2018	Exhibit
▣ Ord 20-2018 Petition for Annexation	6/8/2018	Backup Material

Memorandum

To: Mr. Ed Driggers, City Administrator
From: Kelli McCormick, AICP, Planning Manager
Subject: Ordinance #20-2018
Date: June 5, 2018
CC: Tammy Duncan, Clerk to City Council

Ordinance #20-2018 is an annexation and zoning request for property located on Gibb Shoals Road in Greenville County. The parcels for annexation are 10.61 acres. The property is proposed for residential development with with a Design Review District zoning. The development will contain 40 single-family residences.

The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel.

ORDINANCE NUMBER 20-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY (1) WILLIAM AND MARSHA JOHNSON LOCATED AT 1689 GIBB SHOALS ROAD AND (2) ELLA SUDDUTH NICHOLS LOCATED AT 122 NICHOLS DRIVE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTIES.

WHEREAS, (1) William and Marsha Johnson are the owners of property located at 1689 Gibb Shoals Road and (2) Ella Sudduth Nichols is the owner of property located at 122 Nichols Drive more particularly described on the legal description attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the map attached hereto marked as Greenville County Parcel Numbers (1) 0535030101501 and (2) 0528030102000 containing approximately (1) 1.77 +/- acres and (2) 8.84 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map No. 45045C0363E attached hereto marked as Exhibit D, the Statement of Intent attached hereto marked as Exhibit E and the Concept Plan attached hereto marked as Exhibit F; and

WHEREAS, the properties currently have three (3) occupants; and

WHEREAS, (1) William and Marsha Johnson and (2) Ella Sudduth Nichols have petitioned the City of Greer to annex their properties by one-hundred percent (100%) petition; and

WHEREAS, the properties are now outside the city limits of Greer but adjoins the city limits; and

WHEREAS, the property owners have requested that the subject properties be zoned DRD, Design Review District; and

WHEREAS, the requested zoning is consistent with the land uses in the general area and the land planning of the city.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Greer, South Carolina, as follows:

1. **ANNEXATION:** The (1) 1.77 +/- acres and (2) 8.84 +/- acres properties shown in red on the attached map owned by (1) William and Marsha Johnson located at 1689 Gibb Shoals Road and (2) Ella Sudduth Nichols located at 122 Nichols Drive as described on the attached map as Greenville County Parcel Numbers (1) 0535030101501 and (2) 0528030102000 are hereby annexed into the corporate city limits of the City of Greer.

2. **ZONING ASSIGNMENT:** The above referenced properties shall be zoned DRD Design Review District pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.

3. **LAND USE MAP:** The above reference properties shall be designated as Residential Land Use 3 Community on the Land Use Map contained within the 2010 Comprehensive Plan for the City of Greer.

4. **FLOOD INSURANCE RATE MAP:** This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 45045C0363E.

5. **DISTRICT ASSIGNMENT:** The above referenced properties shall be assigned to City Council District #6.

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by:

First Reading: June 12, 2018

Second and
Final Reading: July 10, 2018

Approved as to Form:

Daniel R. Hughes, Esquire
City Attorney

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

1684 Gibbs Shoals Road
Greenville, SC 29650

BOOK 2024

EXHIBIT
A-1

KNOW ALL MEN BY THESE PRESENTS, that I, William Marshall Johnson

JAN 27 2003

203 Jan 27 2003

in consideration of ONE DOLLAR (\$1.00), Love and Affection ----- Dollars,

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto my daughter, Marsha Elaine Johnson and my Son, William Darrell Johnson; and reserving a lifetime interest for grantor (William Marshall Johnson) and his Wife-Gwendolyn D. Johnson:

All that certain piece, parcel or lot of land located in Chick Springs Township, Greenville County, State of South Carolina, about one mile southwest from Pleasant Grove Baptist Church, in Pleasant Grove School District, lying on the east side of Gibbs Shoals Road, and being a part of the same land conveyed to Floried Johnson by deed from Victoria Elmore, et al, said deed recorded in the Office of the RMC for Greenville County in Deed Book 24 at page 20, and having the following courses and distances, to wit:

BEGINNING on a nail and stopper in the center of the said Gibbs Shoals Road, and on the Thomas L. Smith Estate line, and runs thence S. 52-20 E. 202 feet to a stone and iron pin on the east side of a small branch; thence with the line of lands formerly of Johnson, S. 14-50 E. 336 feet to a stone, joint corner of Arthur Elmore lands; thence with the Elmore line S. 69-15 W. 250.5 feet to a nail and stopper in the center of the Gibbs Shoals Road; thence with the said road N. 9-15 W. 497.5 feet to a bend; thence N. 0-54 W. 100 feet to the beginning corner, and containing Two and Forty Four One-Hundredths (2.44) acres, more or less. - 292- 535.3-1-15.1

This being the same property conveyed to William Marshall Johnson by Deed from Floried Johnson and recorded in the Greenville County RMC Office in Deed Book 383 at page 411 on June 7, 1949. NO TITLE SEARCH.

together with all and singular the rights, numbers, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining, to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s)'s heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor(s)'s heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s)'s heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof

WITNESS the grantor(s)'s hand(s) and seal(s) this 22nd day of January, 2003.

SIGNED, sealed and delivered in the presence of

Keturah Campbell
Loisel Campbell

William Marshall Johnson (SEAL)

(SEAL)

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 10:39 AM
01 27 03 RECORDED IN DEED
BOOK 2024 PAGE 1325 THRU 0000
DOC = 2003009051 (SEAL)

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor(s)'s act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 22nd day of January, 2003.

Fath Clark (SEAL)
Notary Public for South Carolina

Keturah Campbell

My commission expires 7/26/09

9051

RECORDED this _____ day of _____, at _____ M., No. _____

BOOK 2029 PAGE 642 ✓

EXEMPT

MAR - 4 2003

FILED
PROBATE COURTSTATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MATTER OF: CLARENCE EVANS NICHOLS - Deceased

2003 MAR - 4 P 3:05

CASE NUMBER: 01ES2301881

JUDY C. HILL
REGISTER OF DEEDS**DEED OF DISTRIBUTION**

WHEREAS, the decedent died on 5/25/01; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Greenville County, South Carolina, in File Number 01ES2301881; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and, as confirmed by Probate Court seal or by affidavit of licensed South Carolina attorney pursuant to S. C. Code of Laws, 62-3-907; and

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: Ella Sudduth Nichols
Address 122 Nichols Drive
Greer, South Carolina 29650

the following described property:

HOUSES & ACREAGE
122 NICHOLS DRIVE
GREER, S.C.
TM No 0528.03-01-020.00See attached EXHIBIT A for a complete legal description thereof.

25467

FORM #400PC (1/89)
62-3-907, 62-3-908

Page 1 of 3

1-08 7413

3 1000

BOOK 2029 PAGE 643

01ES2301881

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said ~~ELLA S. NICHOLS~~ Ella Sudduth Nichols their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed of Distribution on this 14 day of NOVEMBER, 2002.

SIGNED, SEALED AND DELIVERED

Estate of:
CLARENCE EVANS NICHOLS

IN THE PRESENCE OF

Witness

Witness

WITNESS

By

(signature)

F MICHAEL PEARSON

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared before me and made oath that s/he saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed of Distribution, and that s/he with witnessed the execution thereof.

SWORN to before me this 14
day of NOV, 2002

Witness Signature:

Notary Public for S. Carolina
My commission expires: 3/7/07

BOOK 2029 PAGE 644

EXHIBIT A

All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, about three miles south from Greer, known as the old R.L. Johnson home-place, on branch waters of Enoree River and lying near the Gibbs Shoals Road, bounded on the north by lands now or formerly owned by Whit Smith, on the east and south by lands formerly owned by T. R. Childress, on the Southwest by lands now or formerly owned by Walker Elmore, and on the northwest by lands now or formerly owned by Mrs. Cora Hiott, having the following courses and distances according to a plat thereof made by H.S. Brockman, Surveyor, dated September 28, 1936, to wit:

BEGINNING at an iron pin by a large pine where this land corners with Boiter on the Southeast and lands of Walker Elmore on the Southwest, and runs thence N. 15-30 W. 834 feet to a stone on or near branch; thence N. 36-37 E. 1304 feet to a water oak 3x; thence S. 30 E. 285.5 feet to an iron pin; thence N. 74-45 E. 693 feet to an iron pin; thence S. 31-30 E. 81 feet to a stone; thence S.38-40 W. 2223 feet to the beginning corner, and containing twenty-seven and 29/100 (27.29 acres), more or less.

This is the identical property conveyed to Clarence Evans Nichols by deed of J.E. McCall, dated November 20, 1946 and recorded December 3, 1946 in Deed Book, 303, Page 183, in the RMC Office for Greenville County.

(Tax Map No. 0528.03-01-020.00)

LESS HOWEVER: All conveyances made out of this tract by Clarence Evans Nichols: See deed to Dennis Nichols (0.67 acres) Tax Map #0528.03-01-020.01; also Deed to Clarence Lamar Nichols dated Dec. 27, 1969, recorded July 1, 1970, Deed Book 893, Page 260 (1.28 acres) Tax Map #0528.03-01-020.2; also Deed to Jerry Paul Nichols, dated July 1, 1970, recorded July 1, 1970 in Deed Book 893, Page 272, (0.92 acres), Tax Map #0528.03-01-020.3; also Deed to Floyd Michael Pearson and Mary Jane N. Pearson, dated May 30, 1974, and recorded June 14, 1974 in Deed Book 1001, Page 1781 (1.7 acres), Tax Map #0528.03-01-020.4; and Deed to Lavonia N. Snow, dated Nov. 28, 1989, recorded Dec. 1, 1989 in Deed Book 1381, Page 195 (1.57 acres), Tax Map #0528.03-01-020.5; leaving 21.30 acres, more or less.

NO TITLE EXAM

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:05 PM
03 04 03 RECORDED IN DEED
BOOK 2029 PAGE 0642 THRU 0644
DOC # 2003025467

Judy A. Hix

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 02°06'32" W	182.87'	611.86'	183.56'
C2	N 25°57'52" E	214.88'	434.79'	217.13'

LINE	BEARING	DISTANCE
L1	S 69°40'42" W	26.38'
L2	S 52°59'37" E	56.57'

B



10.61 ACRES TOTAL

FLOOD ZONE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, GREENVILLE COUNTY, SOUTH CAROLINA, WITH AN EFFECTIVE DATE OF 8/18/2014, THE PROPERTY SURVEYED AND SHOWN HEREON LIES WITHIN ZONE "X" AND "AE" PER COMMUNITY MAP NO. 45004000000E. THE AE ZONE WAS SEALED FROM RESTORED MAP.

BASIS OF ELEVATION

THE ELEVATIONS FOR THE SURVEY HEREON ARE NAVD88 (GEOID 2012B) AND WERE DETERMINED BY SCORS GPS OBSERVATIONS.

BASIS OF BEARINGS

THE BEARINGS FOR THE SURVEY HEREON ARE SOUTH CAROLINA GRID BEARINGS AND WERE DETERMINED BY SCORS GPS OBSERVATIONS.

THIS SURVEY, AND ALL COPIES THEREOF, ARE INVALID WITHOUT THE ORIGINAL SIGNATURE, DATE, AND EMBOSSED SEAL OF ROBERT C. HOOKS.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO KNOWN VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

ROBERT C. HOOKS, P.S.
S.C. REG. NO. 26598

DATE _____

EXHIBIT

C

Subject Property
0535030101501
Acres: 1.77 portion of 2.12 acre parcel

Subject Property
0528030102000
Acres: 8.84 portion of 19.08 acre parcel

District

1

2

3

4

5

6

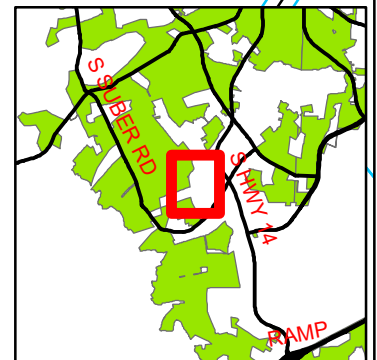
Parcels

Streets

Ordinance 20-2018

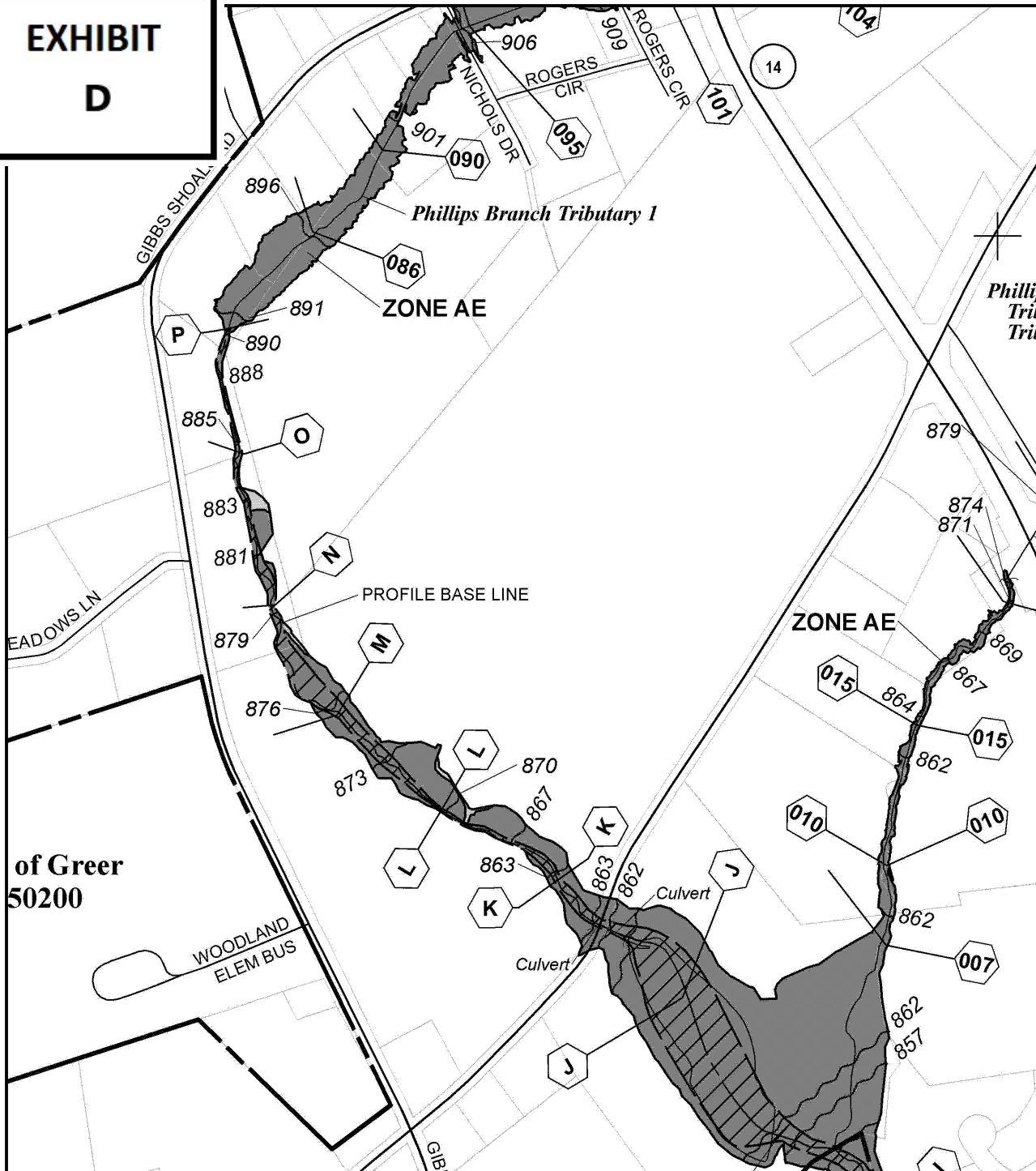


0 200 400 600 800 Feet



The City of Greer Planning/Zoning Department does not guarantee the accuracy or the correctness of this map nor assumes any legal responsibility for the information contained on it. This map is not a legal document. This map is based on the South Carolina State Plane Coordinate System using the 1983 adjustment of the North American Datum. All rights reserved. No part of this map may be reproduced or used in any form or by any means without the expressed written consent of the City of Greer Planning/Zoning Department.

EXHIBIT D



Program at 1-800-638-6620.



MAP SCALE 1" = 500'

0 250 500 750 1,000 FEET

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0363E

FIRM

FLOOD INSURANCE RATE MAP
GREENVILLE COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS

PANEL 363 OF 625

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GREENVILLE COUNTY	450089	0363	E
GREER, CITY OF	450200	0363	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
45045C0363E

MAP REVISED
AUGUST 18, 2014

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Statement of Intent for Blaize Ridge

Proposed Single Family Development Gibbs Shoals Rd, Greer SC

Residential Development Description

The total area of the proposed development is +/-10.35 acres and is located across from the newly developed Westhaven Subdivision on Mansfield Lane. The proposed development will contain about 1,800 feet of new public roadway and will have single entrance on Gibbs Shoals Road. The proposed development will contain a maximum of 40 single family lots averaging in size of 55' by 110'.

The homes will be 1.5 to 2 stories and average anywhere from 1,600-2,800 square feet. All homes will utilize attached front entry garages to provide 2 off-street parking spaces per lot. Additionally, 6 off-street parking spaces will be provided at a central mailbox kiosk station.

The exterior materials of homes are to include Hardi Board, Brick, or Stone. All homes are to feature energy efficient design including windows, HVAC, and appliances. The exterior colors will vary from house to house to create contrast and visual appeal. Since these homes will be for individual sale, each buyer will be able to customize the interiors freely. The homes will be offered at a competitive price to the surrounding area.

Landscaping and Common Area

The entrance of the site will be decorated with attractive landscaping including an entrance monument and annual plantings of seasonal flowers to be approved by the City of Greer Planning director. The interior and perimeter landscaping will be a combination of shade trees, evergreens, and shrubs alongside new homes to meet current City of Greer landscaping requirements. The stormwater detention pond will be screened from view with evergreen tree plantings and will have fencing installed to assure safety to the residents. Amenities for this development are to include a common area for residents to host barbeques and bon fires. A 4' sidewalk will be installed throughout development to aid in pedestrian traffic and promote community activities. A 5' sidewalk will be installed along all road frontage of Gibbs Shoals Road.

Community Maintenance

The Home Owners Association (HOA) will hold declaration, covenant, by-laws and rules that the community will be subject to follow. These may include future improvements or maintenance to the community. The Board of Directors for HOA will be voted upon by residents and will be responsible for upholding management under the South Carolina Law. The HOA will have a landscape maintenance company maintain all common areas including entrance and stormwater management facility areas at all times.

Public Improvements

The interior roadways within the community will have public-access. Stormwater Management, utilities, and roadways will all be installed in accordance with City of Greer requirements. Public Water, Natural Gas, and Public Sewer will be provided by Greer CPW. ATT and Charter will also serve this development with high speed internet and cable television. The proposed subdivision shall have no adverse impacts to the nearby public or traffic. A traffic study will be performed and given to SC DOT for their review. Construction for the project will be supervised and will follow appropriate codes and regulations.

EXHIBIT
F

N/F
DAVID BRYANT
TMS: 0528030102005
DB: 2490, PG 1617
PB: 17-K, PG 44
ZONED R-S

CivilSD

Site Development Engineering

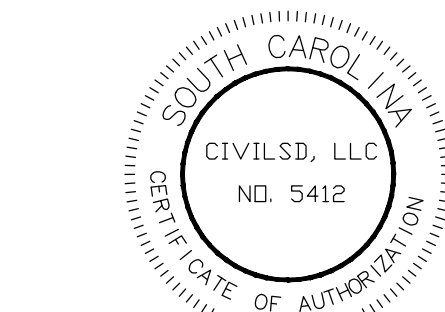
935 Tanner Road
Greenville, South Carolina 29607
864.373.9662
Jnettt@CivilSD.com
CivilSD.com

Civil engineering Land planning Landscape architecture

Client

Revisions

No.	Description	Date
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THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.



Project Title

Blaize Ridge

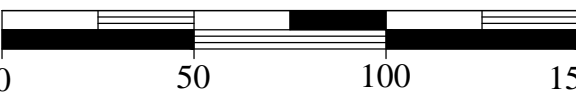
Project Location

Gibbs Shoals Road
Greenville County, SC

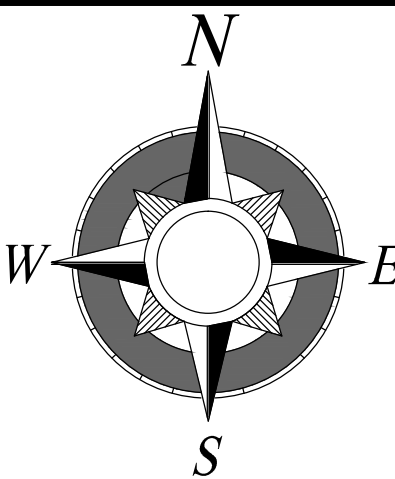
Project No.

Date: 5/29/18

Dwg: 18006-PRELIM PLAT.dwg



Scale 1" = 50'



Sheet Title

Prelim Plat

Sheet Number

1 of 1

CURVE	CHORD	BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 02°06'32" W	182.87'	611.86'	183.56'	
C2	N 25°57'52" E	214.88'	434.79'	217.13'	

LINE	BEARING	DISTANCE
L1	S 69°40'42" W	26.38'
L2	S 52°59'37" E	56.57'

BOUNDARY SURVEY PROVIDED BY:

ARROW NORTH
SURVEYING, LLC

LAND SURVEYORS & MAPPERS
509 PIMLICO ROAD
GREENVILLE, SC 29607
PH: (864) 449-1289
www.ArrowNorthSurveying.com



- GENERAL NOTES
- GRAVITY SEWER PROVIDER IS GREER CPW
 - PUBLIC WATER PROVIDER IS GREER CPW
 - THERE IS FLOODPLAIN ON THE PROPERTY PER FEMA PANEL 45045C0363E.
 - THERE ARE NO WETLANDS ONSITE
 - STORMWATER QUANTITY AND QUALITY CONTROL WILL BE PROVIDED VIA SINGLE DRY DETENTION POND.

SITE ANALYSIS	
TAX MAP NUMBERS	PART OF 0535030101501 & 0528030102000
PHYSICAL ADDRESS	1689 Gibbs Shoals Road, Greer SC 29650
PROPOSED ZONING	DRD (DESIGN REVIEW DISTRICT)
BUILDING SETBACKS:	25' PERIMETER SETBACK / 30' FROM GIBBS SHOALS RD
TOTAL ACREAGE	±10.35 AC.
PROPOSED DENSITY :	3.86 LOTS PER ACRE (40 LOTS)



301 East Poinsett Street
Greer, South Carolina 29651
(864) 801-2009

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 1689 Gibbs Shoals Rd, Greer SC 29650 more particularly described on the deed (or legal description) attached hereto marked as Exhibit A the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 0535030101501 attached hereto marked as Exhibit C containing approximately 1.44 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

This petition is submitted under the provisions of S.C. Code §5-3-150(3), authorizing the City Council to annex an area when presented with a petition signed by **one hundred (100%) percent** of the freeholders owning **one hundred (100%) percent** of the assessed value of real property in an area proposed to be annexed. This petition and all signatures thereto shall be open for public inspection on demand at the City Hall, located at the address set forth above. If the petition is still in circulation for signatures, or otherwise not available, at the time demand is made, then it shall be made available as soon thereafter as reasonably practical. Any person who seeks to challenge the annexation, and who has standing to do so, should act in accord with the requirements of Chapter 3 of Title 5 of the South Carolina Code.

DATE OF PETITION: This petition is dated this 5th day of May, 2018 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

Print Name: Marsha Johnson
Signature: Marsha E. Johnson
Address: 1689 Gibbs Shoals Rd, Greer SC 29650
Witness: Roger D. Payer
Date: 5/5/18
Parcel Address: 1689 Gibbs Shoals Rd, Greer SC 29650
Tax Map Number: 0535030101501 0535030101500

Annexation
Page 1 of 2

Print Name: William Johnson
Signature: William D. Johnson
Address: 1689 Gibbs Shoals Rd, Greer SC 29650
Witness: Roger D. Payer
Date: 5/5/18
Parcel Address: 1689 Gibbs Shoals Rd, Greer SC 29650
Tax Map Number: 0535030101501 0535030101500

(See attached Map & Property Description)



301 East Poinsett Street
Greer, South Carolina 29651
(864) 801-2009

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 122 NICHOLS DRIVE, Greer SC 29650 more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number Portion of 0528030102000 attached hereto marked as Exhibit C containing approximately 8.84 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

This petition is submitted under the provisions of S.C. Code §5-3-150(3), authorizing the City Council to annex an area when presented with a petition signed by **one hundred (100%) percent** of the freeholders owning **one hundred (100%) percent** of the assessed value of real property in an area proposed to be annexed. This petition and all signatures thereto shall be open for public inspection on demand at the City Hall, located at the address set forth above. If the petition is still in circulation for signatures, or otherwise not available, at the time demand is made, then it shall be made available as soon thereafter as reasonably practical. Any person who seeks to challenge the annexation, and who has standing to do so, should act in accord with the requirements of Chapter 3 of Title 5 of the South Carolina Code.

DATE OF PETITION: This petition is dated this 7th day of May, 2018 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

Print Name: F. MICHAEL PEARSON

X Signature: [Signature]

Address: 122 Nichols Drive Greer SC 29650

X Witness: _____

Date: 5-7-18

Parcel Address: 122 Nichols Drive Greer SC 29650

Tax Map Number: 0528030102000

Print Name: _____

Signature: _____

Address: _____

Witness: _____

Date: _____

Parcel Address: _____

Tax Map Number: _____

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF GREENVILLE

CERTIFICATE OF APPOINTMENT

IN THE MATTER OF:

ELLA SUDDUTH NICHOLS

CASE NUMBER: 2017ES2300253

(Decedent)

This is to certify that

FLOYD MICHAEL PEARSON

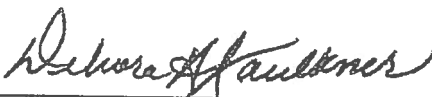
is the duly qualified

- ☒ **PERSONAL REPRESENTATIVE**
☐ **SUCCESSOR PERSONAL REPRESENTATIVE**
☐ **SPECIAL ADMINISTRATOR**

in the above matter and that this appointment, having been executed on the **8th day of March, 2017**, is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

RESTRICTIONS:

EXECUTED: March 8, 2017



DEBORA A. FAULKNER
PROBATE COURT JUDGE

By: LMA (initials)

**Do not accept a copy of this certificate without
the raised seal of the Probate Court.**

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AGENDA
GREER CITY COUNCIL
6/12/2018

First Reading of Ordinance Number 21-2018

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY (1) AND (2) WILLIAM AND MARSHA JOHNSON LOCATED AT 1689 GIBB SHOALS ROAD AND (3) ELLA SUDDUTH NICHOLS LOCATED AT 122 NICHOLS DRIVE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTIES. (Action Required)

Executive Summary:

Ordinance #21-2018 is an annexation and zoning request for property located on Gibb Shoals Road in Greenville County. The parcels for annexation are 10.91 acres. The property is proposed for residential development with a Design Review District zoning. The development will contain 52 townhomes. The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel.
Kelli McCormick, Planning Manager

ATTACHMENTS:

Description	Upload Date	Type
▣ Ord 21-2018 Cover Memo	6/8/2018	Cover Memo
▣ Ordinance Number 21-2018	6/8/2018	Ordinance
▣ Ord 21-2018 Exhibit A Deed	6/8/2018	Exhibit
▣ Ord 21-2018 Exhibit B Plat	6/8/2018	Exhibit
▣ Ord 21-2018 Exhibit C Map	6/8/2018	Exhibit
▣ Ord 21-2018 Exhibit D Flood Map	6/8/2018	Exhibit
▣ Ord 21-2018 Exhibit E Statement of Intent	6/8/2018	Exhibit
▣ Ord 21-2018 Exhibit F Concept Plan	6/8/2018	Exhibit
▣ Ord 21-2018 Petition for Annexation	6/8/2018	Backup Material

Memorandum

To: Mr. Ed Driggers, City Administrator
From: Kelli McCormick, AICP, Planning Manager
Subject: Ordinance #21-2018
Date: June 5, 2018
CC: Tammy Duncan, Clerk to City Council

Ordinance #21-2018 is an annexation and zoning request for property located on Gibb Shoals Road in Greenville County. The parcels for annexation are 10.91 acres. The property is proposed for residential development with with a Design Review District zoning. The development will contain 52 townhomes.

The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel.

ORDINANCE NUMBER 21-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY (1) AND (2) WILLIAM AND MARSHA JOHNSON LOCATED AT 1689 GIBB SHOALS ROAD AND (3) ELLA SUDDUTH NICHOLS LOCATED AT 122 NICHOLS DRIVE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTIES.

WHEREAS, (1) and (2) William and Marsha Johnson are the owners of property located at 1689 Gibb Shoals Road and (3) Ella Sudduth Nichols is the owner of property located at 122 Nichols Drive more particularly described on the legal description attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the map attached hereto marked as Greenville County Parcel Numbers (1) 0535030101501, (2) 0535030101500 and (3) 0528030102000 containing approximately (1) 0.64 +/- acres, (2) 2.49 +/- acres and (3) 7.77 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map No. 45045C0363E attached hereto marked as Exhibit D, the Statement of Intent attached hereto marked as Exhibit E and the Concept Plan attached hereto marked as Exhibit F; and

WHEREAS, the properties currently have three (3) occupants; and

WHEREAS, (1) and (2) William and Marsha Johnson and (3) Ella Sudduth Nichols have petitioned the City of Greer to annex their properties by one-hundred percent (100%) petition; and

WHEREAS, the properties are now outside the city limits of Greer but adjoins the city limits; and

WHEREAS, the property owners have requested that the subject properties be zoned DRD, Design Review District; and

WHEREAS, the requested zoning is consistent with the land uses in the general area and the land planning of the city.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Greer, South Carolina, as follows:

1. ANNEXATION: The (1) 0.64 +/- acres, (2) 2.49 acres +/- and (3) 7.77 +/- acres properties shown in red on the attached map owned by (1) and (2) William and Marsha Johnson located at 1689 Gibb Shoals Road and (3) Ella Sudduth Nichols located at 122 Nichols Drive as described on the attached map as Greenville County Parcel Numbers (1) 0535030101501, (2) 0535030101500 and (3) 0528030102000 are hereby annexed into the corporate city limits of the City of Greer.

2. ZONING ASSIGNMENT: The above referenced properties shall be zoned DRD Design Review District pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.

3. LAND USE MAP: The above reference properties shall be designated as Residential Land Use 3 Community on the Land Use Map contained within the 2010 Comprehensive Plan for the City of Greer.

4. FLOOD INSURANCE RATE MAP: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 45045C0363E.

5. DISTRICT ASSIGNMENT: The above referenced properties shall be assigned to City Council District #6.

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by:

First Reading: June 12, 2018

Second and
Final Reading: July 10, 2018

Approved as to Form:

Daniel R. Hughes, Esquire
City Attorney

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

1689 Gibbs Shoals Road
Greenville, SC 29650

BOOK 2024

EXHIBIT

A-1

KNOW ALL MEN BY THESE PRESENTS, that I, William Marshall Johnson

JAN 27 2003

203 JAN 27 10:39

in consideration of ONE DOLLAR (\$1.00), Love and Affection ----- Dollars,

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto my daughter, Marsha Elaine Johnson and my Son, William Darrell Johnson; and reserving a lifetime interest for grantor (William Marshall Johnson) and his Wife-Gwendolyn D. Johnson:

All that certain piece, parcel or lot of land located in Chick Springs Township, Greenville County, State of South Carolina, about one mile southwest from Pleasant Grove Baptist Church, in Pleasant Grove School District, lying on the east side of Gibbs Shoals Road, and being a part of the same land conveyed to Floried Johnson by deed from Victoria Elmore, et al, said deed recorded in the Office of the RMC for Greenville County in Deed Book 24 at page 20, and having the following courses and distances, to wit:

BEGINNING on a nail and stopper in the center of the said Gibbs Shoals Road, and on the Thomas L. Smith Estate line, and runs thence S. 52-20 E. 202 feet to a stone and iron pin on the east side of a small branch; thence with the line of lands formerly of Johnson, S. 14-50 E. 336 feet to a stone, joint corner of Arthur Elmore lands; thence with the Elmore line S. 69-15 W. 250.5 feet to a nail and stopper in the center of the Gibbs Shoals Road; thence with the said road N. 9-15 W. 497.5 feet to a bend; thence N. 0-54 W. 100 feet to the beginning corner, and containing Two and Forty Four One-Hundredths (2.44) acres, more or less. -292- 535.3-1-15.1

This being the same ^{OUT OF 535.3-1-15} property conveyed to William Marshall Johnson by Deed from Floried Johnson and recorded in the Greenville County RMC Office in Deed Book 383 at page 411 on June 7, 1949. NO TITLE SEARCH.

together with all and singular the rights, numbers, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining, to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s)' heirs or successors and assigns, forever. And, the grantor(s) do(s) hereby bind the grantor(s) and the grantor(s)' heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s)' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof

WITNESS the grantor(s)' hand(s) and seal(s) this 22nd day of January, 2003.

SIGNED, sealed and delivered in the presence of

Keturah Campbell
Loisel Campbell

William Marshall Johnson (SEAL)
(SEAL)

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 10:39 AM
01 27 03 RECORDED IN DEED
BOOK 2024 PAGE 1325 THRU 0000
DOC # 2003009051

PROBATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor(s)' act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 22nd day of January, 2003.

Kath Clark (SEAL)
Notary Public for South Carolina

Keturah Campbell
9051

My commission expires 7/26/09

RECORDED this day of at M, No RECORDING FEE 10.00

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

EXEMPT

DEC 30 2004

BOOK 2123 PAGE 1

EXHIBIT

A-2

KNOW ALL MEN BY THESE PRESENTS, that I, William Marshall Johnson GREENVILLE.

2004 DEC 30 A 9:51

in consideration of ONE DOLLAR (\$1.00) LOVE AND AFFECTION ----- Dollars,
the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell
and release unto my Daughter, Marsha Elaine Johnson & my Son, William Darrell Johnson, their
heirs and assigns; with Grantor reserving a lifetime interest:

All that certain piece, parcel or lot of land in Chick Springs
Township, Greenville County, State of South Carolina, about
one mile southwest from Pleasant Grove Baptist Church, in
Pleasant Grove School District, lying on the east side of the
Gibbs Shoals Road, and being a part of the same land conveyed
to Floride Johnson, by deed from Victoria Elmore, et al, said
deed recorded in the Office of the R.M.C. for Greenville County
in Deed Book 24 at page 20, and having the following courses
and distances, to wit:

(11) 202- 535.3-1-15
BEGINNING on a nail and stopper in the center of the said Gibbs
Shoals Road, and on the Thomas L. Smith Estate line, and runs
thence S. 52-20 E. 292 feet to a stone and iron pin on the east
side of a small branch; thence with the line of the lands
formerly of Johnson, S. 14-50 E. 336 feet to a stone, joint
corner of Arthur Elmore lands; thence with the Elmore line S.
60-15 W. 250.5 feet to a nail and stopper in the center of the
Gibbs Shoals Road; thence with the said Road N. 9-15 W. 497.5
feet to a bend; thence N. 0-54 W. 100 feet to the beginning
corner, and containing Two and Forty Four One-Hundredths (2.44)
acres, More or less.

LESS CONVEYANCES OF RECORD LEAVING A TOTAL OF 1.750 ACRES
ACCORDING TO GREENVILLE COUNTY TAX RECORDS.

.....continued on back of this page

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or ap-
pertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s)'s heirs or successors and
assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor(s)'s heirs or successors, executors and administrators
to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s)'s heirs or successors and against every per-
son whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s)' hand(s) and seal(s) this 28th day of DECEMBER, 2004.

SIGNED, sealed and delivered in the presence of:

William Marshall Johnson (SEAL)
William Marshall Johnson

_____ (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named
grantor(s) sign seal and as the grantor's(s)' act and deed, deliver the within written deed and that (s)he, with the other witness subscribed
above, witnessed the execution thereof.

SWORN to before me this 28th day of DECEMBER, 2004.

Kathie Clark (SEAL)
Notary Public for South Carolina.

My commission expires 7/26/09

118085

RECORDED this _____ day of _____, at 12-30-2004 01017464 M., No. RECORDING FEE 10.37

This being the same property conveyed to William Marshall Johnson by deed from Floride Johnson, and recorded in the Greenville County R.M.C. Office in Deed Book 383, at page 411 on June 7, 1949. TAX MAP 0535.03-01-015.00 NO TITLE SEARCH.

mail to

NAME AND ADDRESS OF GRANTEEES:
William Marshall Johnson (Life Tenant)
1689 Gibbs Shoals Road (1689 is correct)
Greer, SC 29650-4605

REMAINDER INTEREST TO:
Marsha Elaine Johnson
202 East Chase Court
Greer, SC 29651

William Darrell Johnson
1013 W. Poinsett Street
Greer, SC 29651

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

William Marshall Johnson

TO

Marsha Elaine Johnson and William
Darrell Johnson (Grantor-William
Marshall Johnson reserves lifetime
Interest)

TITLE TO REAL ESTATE

I hereby certify that the within Deed has been this

day of

at M. recorded in Book of

Deeds, page

Register of Meme Conveyance Greenville County

I hereby certify that the within Deed has been this

day of

recorded in Book page

Auditor Greenville

County

EXHIBIT

EXHIBIT

A-2

TYPE/PRINT
IN
PERMANENT
BLACK INK
FOR
INSTRUCTIONS
SEE
OTHER SIDE
AND HANDBOOK

STATE OF SOUTH CAROLINA
DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
CERTIFICATE OF DEATH

03 028221

STATE FILE NUMBER

1. DECEDENT'S NAME First GWENDOLYN		Middle DEYOUNG		Last JOHNSON		Sex FEMALE	DATE OF DEATH (Month, Day, Year) OCTOBER 13, 2003
2. SOCIAL SECURITY NUMBER 250-42-4098		AGE - Last Birthday (Years) 73		UNDER 1 YEAR Months Days 50		UNDER 1 DAY Hours Minutes 50	
3. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No) NO		4. HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA		5a. PLACE OF DEATH (Check only one; see instructions on other side)		5b. DATE OF BIRTH (Mo., Day, Year) JAN. 30, 1930	
6. FACILITY NAME (If not institution, give street and number) 1689 GIBBS SHOALS ROAD		7. CITY, TOWN, OR LOCATION OF DEATH GREER		8. COUNTY OF DEATH GREENVILLE		9. BIRTHPLACE (City, State or Foreign Country) SPARTANBURG CO, SC	
10. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) MARRIED		11. SURVIVING SPOUSE (If alive, give maiden name) W. MARSHALL JOHNSON		12. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life; Do not use "retired") SECRETARY		13. KING OF BUSINESS/INDUSTRY INSURANCE AGENCY	
14. RESIDENCE - STATE SC		15. COUNTY GREENVILLE		16. CITY, TOWN, OR LOCATION GREER		17. STREET AND NUMBER 1689 GIBBS SHOALS ROAD	
18. ZIP CODE 29650		19. Was Decedent of Hispanic Origin? (Specify Yes or No - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Specify)		20. RACE - American Indian, Black, White, etc. (Specify) WHITE		21. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) College (1-4 or 5-) 1	
22. FATHER'S NAME First ANDREW		Middle L.		Last DEYOUNG		23. MOTHER'S NAME First OLLIE	
24. INFORMANT'S NAME (Type/Print) W. MARSHALL JOHNSON		25. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 1689 GIBBS SHOALS ROAD, GREER, SC 29650		26. LOCATION - (City or Town, State) GREER, SC		27. LICENSE NUMBER (if ready) 174	
28. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State		29. PLACE OF DISPOSITION (Name of cemetery, church, or other place) PLEASANT GROVE BAPTIST CHURCH CEMETERY		30. NAME AND ADDRESS OF FACILITY THE WOOD MORTUARY, INC. 300 W. POINSETT STREET GREER, SC 29650		31. LICENSE NUMBER (if ready) 174	
32. FUNERAL DIRECTOR'S PERSON ACTING AS SUCH (Signature) <i>Joe Maston</i>		33. FURNITURE LICENSE NO. 858		34. NAME AND ADDRESS OF FACILITY THE WOOD MORTUARY, INC. 300 W. POINSETT STREET GREER, SC 29650		35. LICENSE NUMBER (if ready) 174	
36. EMERALD (Signature) <i>W. Marshall Johnson</i>		37. FURNITURE LICENSE NO. 1718		38. DATE OF DEATH (Month, Day, Year) OCTOBER 13, 2003		39. WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER? (Yes or No) NO	
40. TIME OF DEATH 15:00		41. DATE PRONOUNCED DEAD (Month, Day, Year) OCTOBER 13, 2003		42. SIGNATURE AND TITLE <i>W. Marshall Johnson</i>		43. LICENSE NUMBER 10816	
44. PART I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. metastatic lung cancer		45. To the best of my knowledge, death occurred at the time, date and place stated.		46. DATE SIGNED (Month, Day, Year) 10/15/03		47. DATE SIGNED (Month, Day, Year) 10/15/03	
48. IMMEDIATE CAUSE (Final disease or condition resulting in death) metastatic lung cancer		49. DUE TO (OR AS A CONSEQUENCE OF) metastatic lung cancer		50. APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH		51. IF YES, WERE AUTOPSY FINDINGS CONSIDERED IN DETERMINING CAUSE OF DEATH? (Yes or No) NO	
52. SEQUENTIALLY list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated the sequence of events leading to death) LAST. metastatic lung cancer		53. DUE TO (OR AS A CONSEQUENCE OF) metastatic lung cancer		54. DUE TO (OR AS A CONSEQUENCE OF) metastatic lung cancer		55. DUE TO (OR AS A CONSEQUENCE OF) metastatic lung cancer	
56. PART II. Other causes or conditions contributing to death but not resulting in the underlying cause given in Part I.		57. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Undetermined		58. DATE OF INJURY (Month, Day, Year) 30a.		59. TIME OF INJURY 30b.	
60. INJURY AT WORK? (Yes or No) NO		61. DESCRIBE HOW INJURY OCCURRED 30c.		62. PLACE OF INJURY - (Home, Farm, Street, Factory, Office, etc.) (Specify) 30d.		63. LOCATION (Street and Number or Rural Route Number, City or Town, State) 30e.	
64. CERTIFIER (Physician certifying cause of death) 31.		65. MEDICAL EXAMINER 32.		66. CORONER 33.		67. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER 34.	
68. SIGNATURE AND TITLE OF CERTIFIER <i>W. Marshall Johnson</i>		69. To the best of my knowledge, death occurred at the time, date and place, and due to the		70. LICENSE NUMBER 10816		71. DATE SIGNED (Month, Day, Year) 10/15/03	
72. NAME AND ADDRESS OF PERSON WHO SIGNED IN 33a. (Type/Print) KIM O. GARCIA		73. SIGNATURE <i>Kim O. Garcia</i>		74. DATE SIGNED (Month, Day, Year) 10/15/03		75. DATE FILED (Month, Day, Year) OCT 20 2003	

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 09:51 AM
12:30:04 RECORDED IN DEED
BOOK 2123 PAGE 1253 THRU 1255
DOC # 2004118085

Wendy B. Hix

EXHIBIT

A-3

BOOK 2029 PAGE

EXEMPT

MAR - 4 2003

FILED
PROBATE COURT

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MATTER OF: CLARENCE EVANS NICHOLS - Deceased

2003 MAR -4 P 3:05

CASE NUMBER: 01ES2301881

DEED OF DISTRIBUTION

JUDY G. HILL
REGISTER OF DEEDS

WHEREAS, the decedent died on 5/25/01; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Greenville County, South Carolina, in File Number 01ES2301881; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and, as confirmed by Probate Court seal or by affidavit of licensed South Carolina attorney pursuant to S. C. Code of Laws, 62-3-907; and

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: Ella Sudduth Nichols
Address 122 Nichols Drive
Greer, South Carolina 29650

the following described property:

HOUSES & ACREAGE
122 NICHOLS DRIVE
GREER, S.C.
TM NO 0528.03-01-020.00

See attached EXHIBIT A for a complete legal description thereof.

25467

FORM #400PC (1/89)
62-3-907, 62-3-908

Page 1 of 3

1-08 7413

3

1000

01ES2301881

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in anywise incident or appertaining.

EXHIBIT

A-3

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said ~~ELLA S. NICHOLS~~ Ella Sudduth Nichols their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed of Distribution on this 14 day of NOVEMBER, 2002.

SIGNED, SEALED AND DELIVERED

Estate of:

CLARENCE EVANS NICHOLS

IN THE PRESENCE OF

Witness

Ann C. Goodrich

By

A. Michael Pearson
(signature)

F MICHAEL PEARSON

Witness

Pamela K. Cernat

WITNESS

*Jo Ann S. Cernat*STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE) PROBATE
)

PERSONALLY appeared before me *Ann C. Goodrich* and made oath that s/he saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed of Distribution, and that s/he with *Pamela K. Cernat* witnessed the execution thereof.

SWORN to before me this 14
day of NOV, 2002

Witness Signature:

Jo Ann S. Cernat

Jo Ann S. Cernat
Notary Public for S. Carolina
My commission expires: 3/7/07

EXHIBIT A

All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, about three miles south from Greer, known as the old R.L. Johnson home-place, on branch waters of Enoree River and lying near the Gibbs Shoals Road, bounded on the north by lands now or formerly owned by Whit Smith, on the east and south by lands formerly owned by T. R. Childress, on the Southwest by lands now or formerly owned by Walker Elmore, and on the northwest by lands now or formerly owned by Mrs. Cora Hiott, having the following courses and distances according to a plat thereof made by H.S. Brockman, Surveyor, dated September 28, 1936, to wit:

BEGINNING at an iron pin by a large pine where this land corners with Boiter on the Southeast and lands of Walker Elmore on the Southwest, and runs thence N. 15-30 W. 834 feet to a stone on or near branch; thence N. 36-37 E. 1304 feet to a water oak 3x; thence S. 30 E. 285.5 feet to an iron pin; thence N. 74-45 E. 693 feet to an iron pin; thence S. 31-30 E. 81 feet to a stone; thence S. 38-40 W. 2223 feet to the beginning corner, and containing twenty-seven and 29/100 (27.29 acres), more or less.

This is the identical property conveyed to Clarence Evans Nichols by deed of J.E. McCall, dated November 20, 1946 and recorded December 3, 1946 in Deed Book, 303, Page 183, in the RMC Office for Greenville County.

(Tax Map No. 0528.03-01-020.00)

LESS HOWEVER: All conveyances made out of this tract by Clarence Evans Nichols: See deed to Dennis Nichols (0.67 acres) Tax Map #0528.03-01-020.01; also Deed to Clarence Lamar Nichols dated Dec. 27, 1969, recorded July 1, 1970, Deed Book 893, Page 260 (1.28 acres) Tax Map #0528.03-01-020.2; also Deed to Jerry Paul Nichols, dated July 1, 1970, recorded July 1, 1970 in Deed Book 893, Page 272, (0.92 acres), Tax Map #0528.03-01-020.3; also Deed to Floyd Michael Pearson and Mary Jane N. Pearson, dated May 30, 1974, and recorded June 14, 1974 in Deed Book 1001, Page 1781 (1.7 acres), Tax Map #0528.03-01-020.4; and Deed to Lavonia N. Snow, dated Nov. 28, 1989, recorded Dec. 1, 1989 in Deed Book 1381, Page 195 (1.57 acres), Tax Map #0528.03-01-020.5; leaving 21.30 acres, more or less.

NO TITLE EXAM

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:05 PM
03 04 03 RECORDED IN DEED
BOOK 2029 PAGE 0642 THRU 0644
DOC # 2003025467

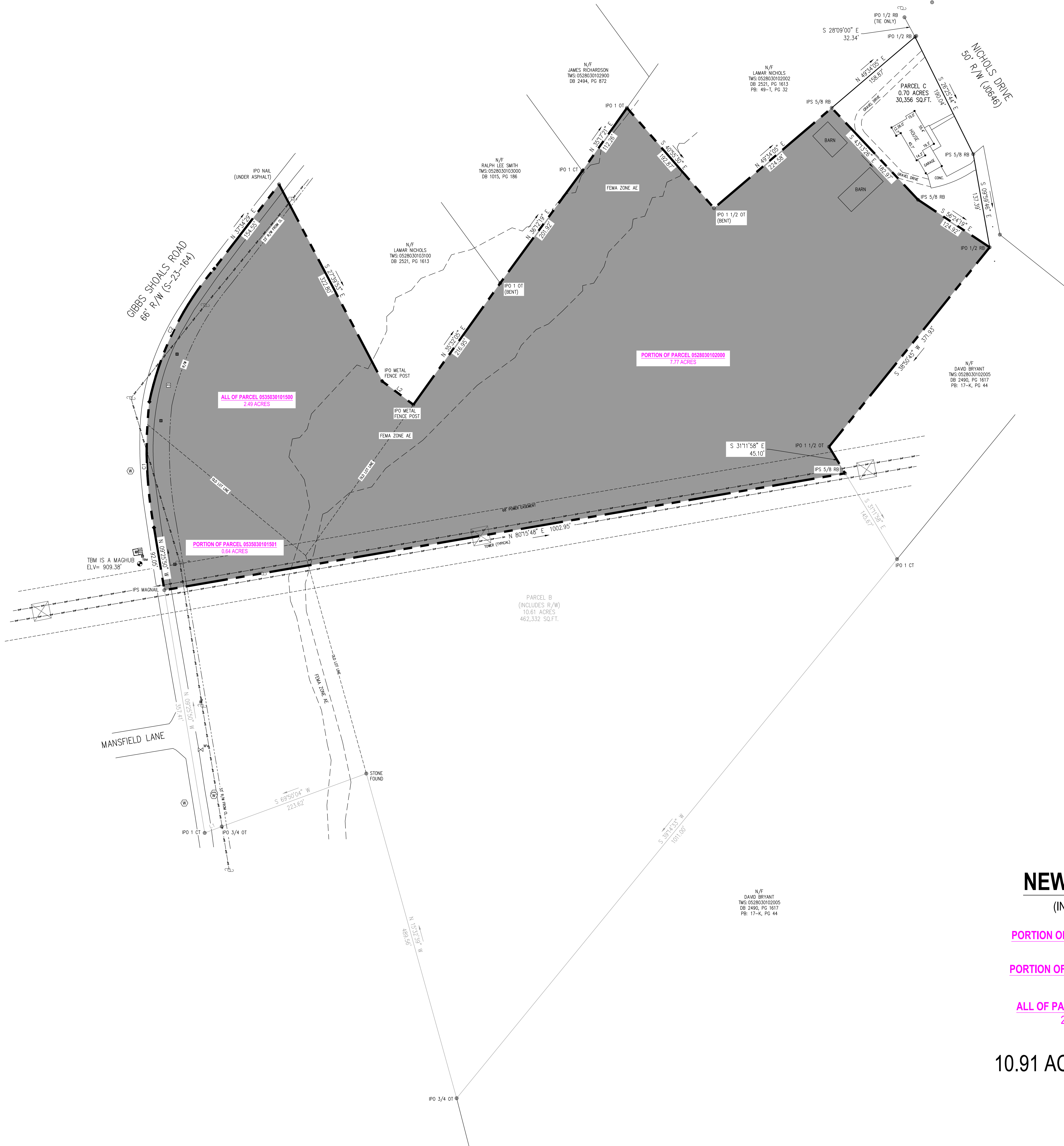
Judy A. Hiv

NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: RIGHTS-OF-WAY, EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. ANY FLOOD PLAIN DATA SHOWN HEREON IS AN APPROXIMATE LOCATION GRAPHICALLY PLOTTED FROM THE REFERENCED FEMA MAP UNLESS OTHERWISE NOTED. THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENTAL INSPECTION BY SURVEYOR. THIS SURVEY, AND ALL COPIES THEREOF, ARE INVALID WITHOUT THE ORIGINAL SIGNATURE, DATE, AND EMBOSSED SEAL OF ROBERT C. HOOKS, SOUTH CAROLINA PROFESSIONAL SURVEYOR No. 26598. THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 02°06'32" W	182.87'	611.86'	183.56'
C2	N 25°57'52" E	214.88'	434.79'	217.13'

LINE	BEARING	DISTANCE
L1	S 69°40'42" W	26.38'
L2	S 52°59'37" E	56.57'

EXHIBIT
B



NEW TRACT A (INCLUDES R/W)

PORTION OF PARCEL 0535030101501
0.64 ACRES

PORTION OF PARCEL 0528030102000
7.77 ACRES

ALL OF PARCEL 0535030101500
2.49 ACRES

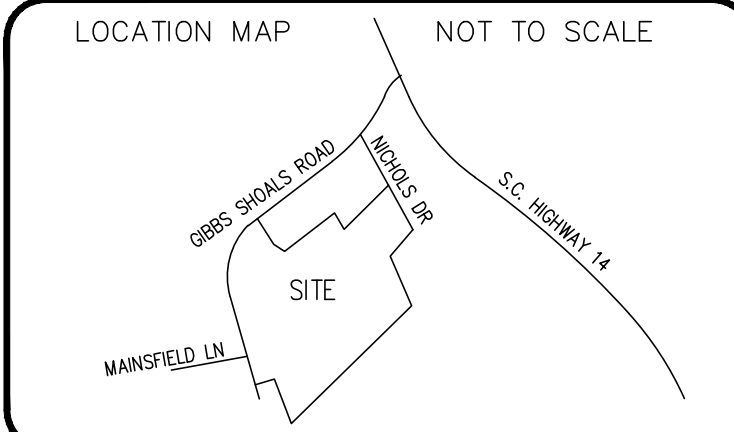
10.91 ACRES TOTAL

ARROW NORTH
SURVEYING, LLC

LAND SURVEYORS & MAPPERS
862F SOUTH PLEASANTBURG DRIVE
GREENVILLE, SC 29607
PH: (864) 449-1289
www.ArrowNorthSurveying.com

SURVEY FOR
BCB & PRB2, LLC
GREENVILLE COUNTY, SOUTH CAROLINA

PROPERTY ADDRESS	SCALE
GIBBS SHOALS ROAD	1" = 60'
TO: 100 FT	
DATE: 5/23/2018	FIELD CREW: RCH / BOD / DF
DATE: 5/23/2018	FIELD CREW: RCH / BOD / DF



FLOOD ZONE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, GREENVILLE COUNTY, SOUTH CAROLINA, WITH AN EFFECTIVE DATE OF 8/18/2014, THE PROPERTY SURVEYED AND SHOWN HEREON LIES WITHIN ZONE "X" AND "AE" PER COMMUNITY MAP NO. 45045C0363E. THE AE ZONE WAS SCALED FROM REFERENCED MAP.

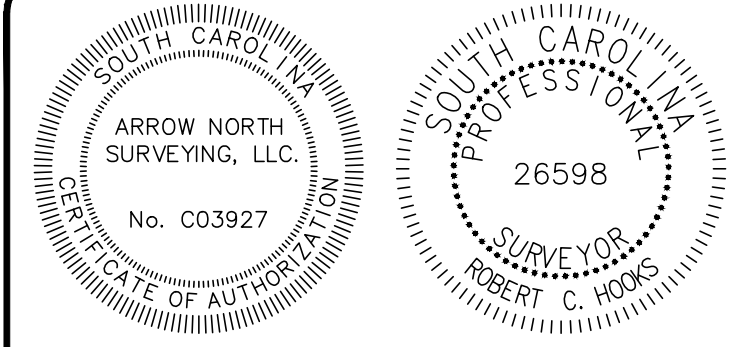
BASIS OF ELEVATION

THE ELEVATIONS FOR THE SURVEY HEREON ARE NAVD83 (GEOID 2012B) AND WERE DETERMINED BY SCVRS GPS OBSERVATIONS.

BASIS OF BEARINGS

THE BEARINGS FOR THE SURVEY HEREON ARE SOUTH CAROLINA GRID BEARINGS AND WERE DETERMINED BY SCVRS GPS OBSERVATIONS.

LEGEND
BL BUILDING LINE CT CURB TOP DE DRAINAGE EASEMENT EP EDGE OF PAVEMENT IP0 IRON PIN CUL- IP5 IRON PIN SET- MAG MAGN & CAP OT OPEN TOP RB REBAR R/W RIGHT OF WAY SD STORM DRAIN SS SS EASEMENT SWM SW MANHOLE TBM TBM TIC/TBC TOP/BOTTOM CURB TW/BW TOP/BOTTOM WALL ELEC METER WATER METER WOODWATER VALVE CABLE TV FIBER OPTIC CABLE GAS LINE OVERHEAD POWER OVERHEAD TEL UNDERGROUND POWER UNDERGROUND TEL CATCH BASIN ELEC TRANS FIRE HYDRANT GAS METER LIGHT POLE METER POINT IN C/L ROAD TELEPHONE MANHOLE TELEPHONE PREDESTAL



THIS SURVEY, AND ALL COPIES THEREOF, ARE INVALID WITHOUT THE ORIGINAL SIGNATURE, DATE, AND EMBOSSED SEAL OF ROBERT C. HOOKS.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO KNOWN VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

ROBERT C. HOOKS, P.S.
S.C. REG. NO. 26598

DATE

EXHIBIT

C

Subject Property
0535030101500
Acres: 2.49

Subject Property
0528030102000
Acres: 7.77 portion of 19.08 acre parcel

Subject Property
0535030101501
Acres: 0.64 portion of 2.12 acre parcel

District

1

2

3

4

5

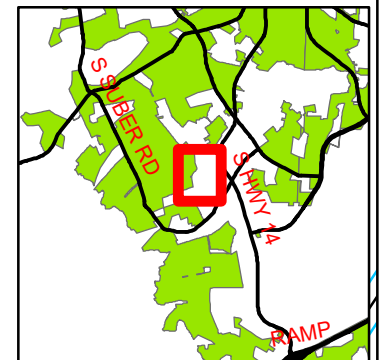
6

Parcels

Streets

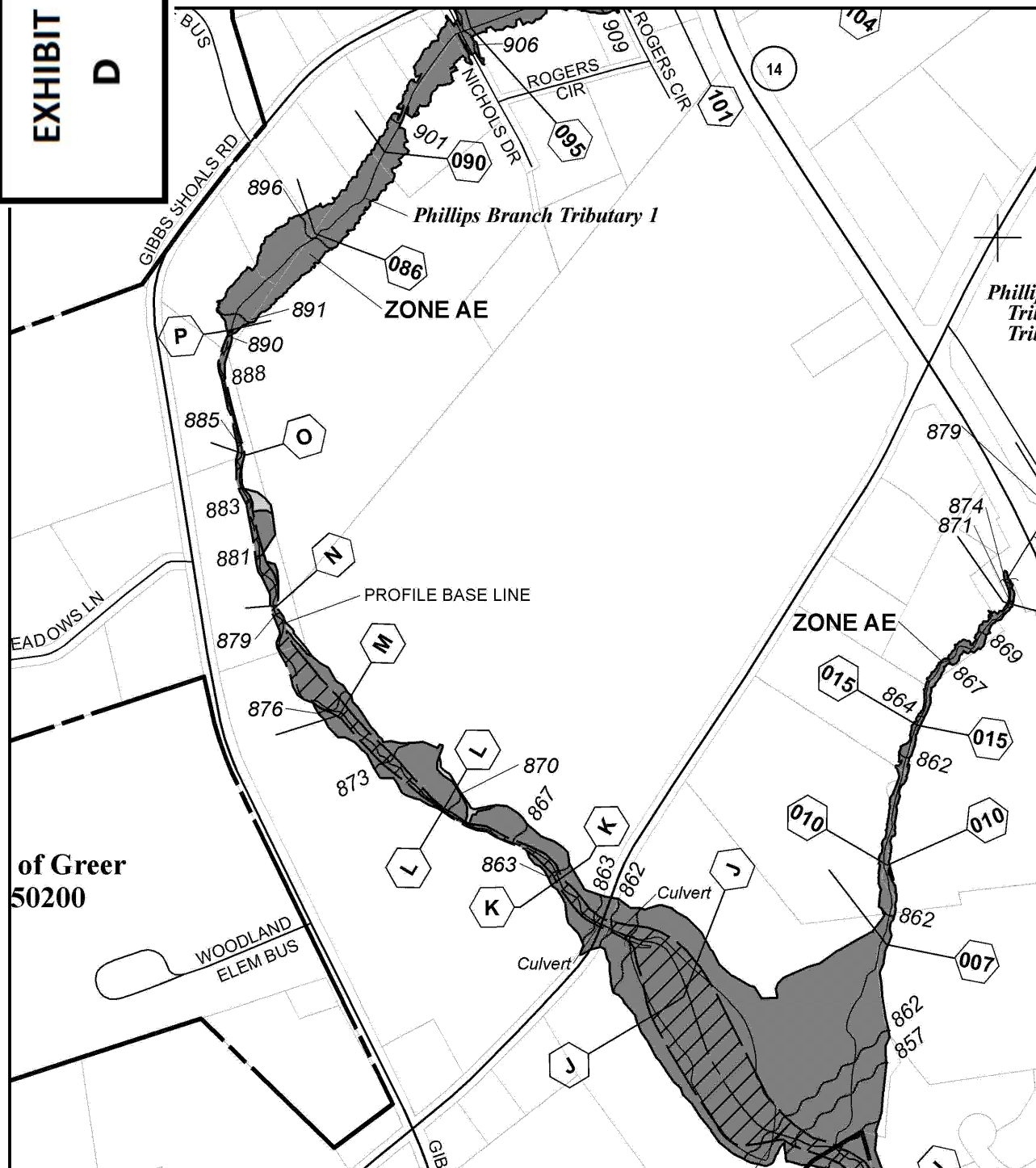
Ordinance 21-2018

0 200 400 600 800 Feet



EXHIBIT

D



Program at 1-800-638-6620.



MAP SCALE 1" = 500'

0 250 500 750 1,000 FEET

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0363E

FIRM

**FLOOD INSURANCE RATE MAP
GREENVILLE COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS**

PANEL 363 OF 625

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GREENVILLE COUNTY	450089	0363	E
GREER, CITY OF	450200	0363	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



**MAP NUMBER
45045C0363E**

**MAP REVISED
AUGUST 18, 2014**

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Statement of Intent for Paxton Meadows

Proposed Attached Townhome Development Gibbs Shoals Rd, Greer SC

Residential Development Description

The total area of the proposed development is +/-10.44 acres and is located across from the newly developed Westhaven Subdivision on Mansfield Lane. The proposed development will contain about 1,650 feet of new public roadway and will have single entrance on Gibbs Shoals Road. The proposed development will contain a maximum of 52 attached townhomes with an average size of 28' wide and 60' deep.

The townhomes will be 1.5 to 2 stories and average anywhere from 1,400-2,600 square feet. All townhomes will utilize attached front entry garages to provide 2 off-street parking spaces per unit. Additionally, 6 off-street parking spaces will be provided at a central mailbox kiosk station.

The exterior materials of homes are to include Hardi Board, Brick, or Stone. All townhomes are to feature energy efficient design including windows, HVAC, and appliances. The exterior colors will vary from house to house to create contrast and visual appeal. Since these townhomes will be for individual sale, each buyer will be able to customize the interiors freely. The homes will be offered at a competitive price to the surrounding area.

Landscaping and Common Area

The entrance of the site will be decorated with attractive landscaping including an entrance monument and annual plantings of seasonal flowers to be approved by the City of Greer Planning director. The interior and perimeter landscaping will be a combination of shade trees, evergreens, and shrubs alongside new homes to meet current City of Greer landscaping requirements. The stormwater detention pond will be screened from view with evergreen tree plantings and will have fencing installed to assure safety to the residents. Amenities for this development are to include a common area for residents to host barbeques and bon fires. A 4'

sidewalk will be installed throughout development to aid in pedestrian traffic and promote community activities. A 5' sidewalk will be installed along all road frontage of Gibbs Shoals Road.

Community Maintenance

The Home Owners Association (HOA) will hold declaration, covenant, by-laws and rules that the community will be subject to follow. These may include future improvements or maintenance to the community. The Board of Directors for HOA will be voted upon by residents and will be responsible for upholding management under the South Carolina Law. The HOA will have a landscape maintenance company maintain all common areas including entrance and stormwater management facility areas at all times.

Public Improvements

The interior roadways within the community will have public-access. Stormwater Management, utilities, and roadways will all be installed in accordance with City of Greer requirements. Public Water, Natural Gas, and Public Sewer will be provided by Greer CPW. ATT and Charter will also serve this development with high speed internet and cable television. The proposed subdivision shall have no adverse impacts to the nearby public or traffic. A traffic study will be performed and given to SC DOT for their review. Construction for the project will be supervised and will follow appropriate codes and regulations.

EXHIBIT

F

DR BY:

RTH
ING, LLC

PERS

17

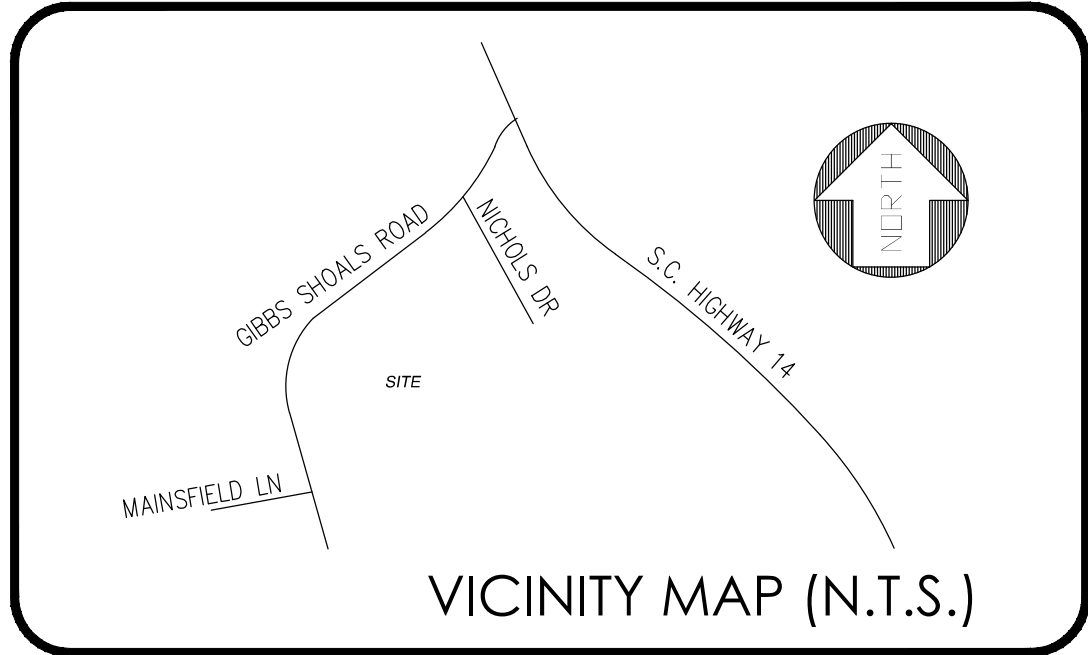
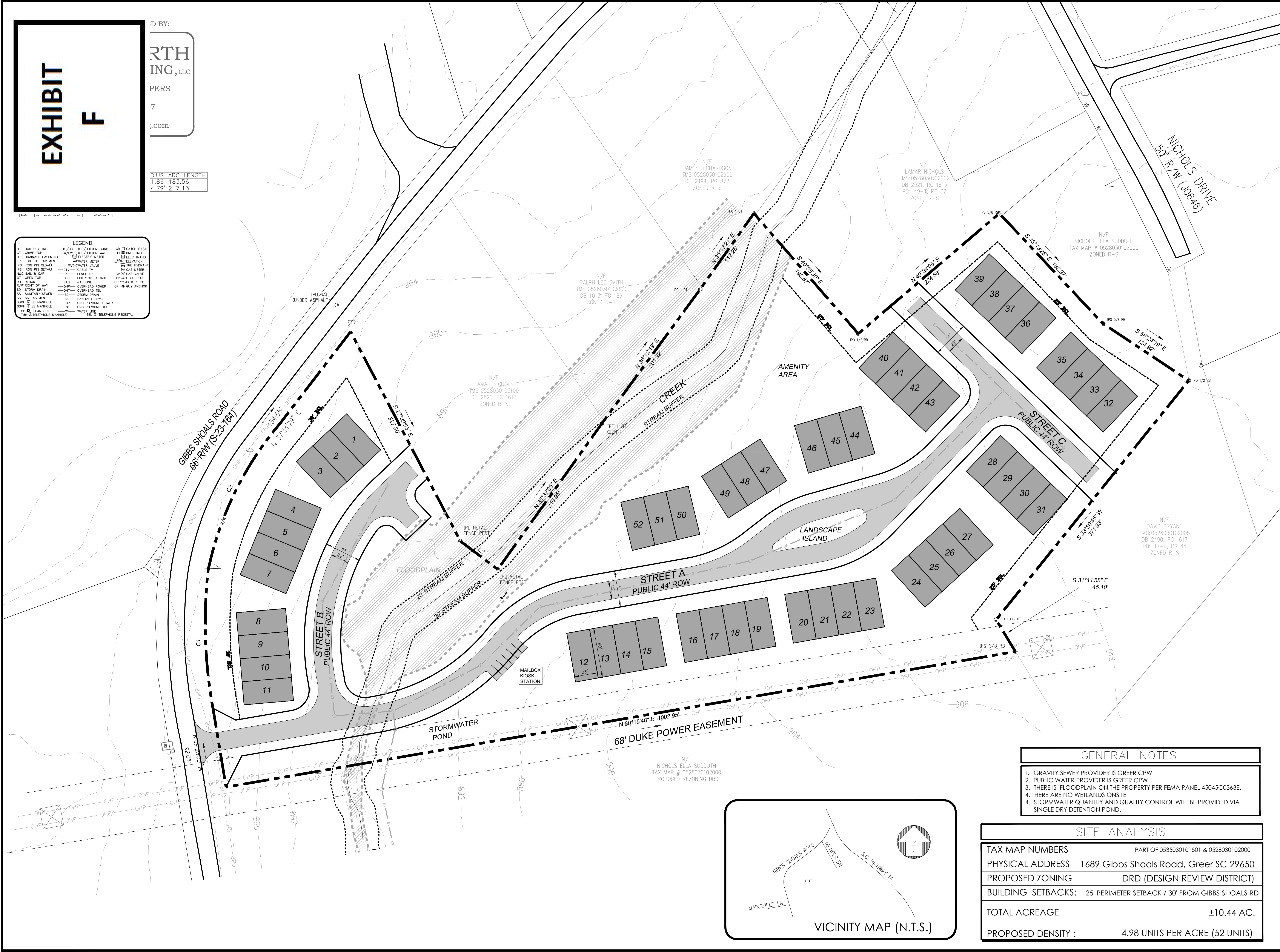
com

DIUS ARC LENGTH

1.86' 183.56'

4.79' 217.13'

LEGEND		
BL BUILDING LINE	TC/BG TOP/BOTTOM CURB	CB CATCH BASIN
CT CURB TOP	TR/BW TOP/BOTTOM WALL	DB DROP INLET
DE DRAINAGE EASEMENT	EM ELECTRIC METER	ED ELEC TRANS
EP EDGE OF PAVEMENT	WM WATER METER	SE ELEVATION
IPD IRON PIN OUT	WD WATER VALVE	SH FIRE HYDRANT
PS IRON PIN SET	CTV CABLE TV	GM GAS METER
NACH NACH & CAP	FL FENCE LINE	GV GAS VALVE
OT OPEN TOP	FOC FIBER OPTIC CABLE	LP LIGHT POLE
RB REBAR	GL GAS LINE	PP PUMP/POLE
R/W RIGHT OF WAY	QHP OVERHEAD POWER	OP GUY ANCHOR
S2 STORM DRAIN	OH OVERHEAD TEL	
SS SANITARY SEWER	SD STORM DRAIN	
SSE SS EASEMENT	SS SANITARY SEWER	
SMH SS MANHOLE	UG UNDERGROUND POWER	
SMH SS MANHOLE	UT UNDERGROUND TEL	
CO CLEAN OUT	W WATER LINE	
TM TELEPHONE MANHOLE	TEL TELEPHONE PEDESTAL	



GENERAL NOTES

- GRAVITY SEWER PROVIDER IS GREER CPW
- PUBLIC WATER PROVIDER IS GREER CPW
- THERE IS FLOODPLAIN ON THE PROPERTY PER FEMA PANEL 45045C0363E.
- THERE ARE NO WETLANDS ON SITE
- STORMWATER QUANTITY AND QUALITY CONTROL WILL BE PROVIDED VIA SINGLE DRY DETENTION POND.

SITE ANALYSIS	
TAX MAP NUMBERS	PART OF 0535030101501 & 0528030102000
PHYSICAL ADDRESS	1689 Gibbs Shoals Road, Greer SC 29650
PROPOSED ZONING	DRD (DESIGN REVIEW DISTRICT)
BUILDING SETBACKS:	25' PERIMETER SETBACK / 30' FROM GIBBS SHOALS RD
TOTAL ACREAGE	±10.44 AC.
PROPOSED DENSITY :	4.98 UNITS PER ACRE (52 UNITS)

CivilSD

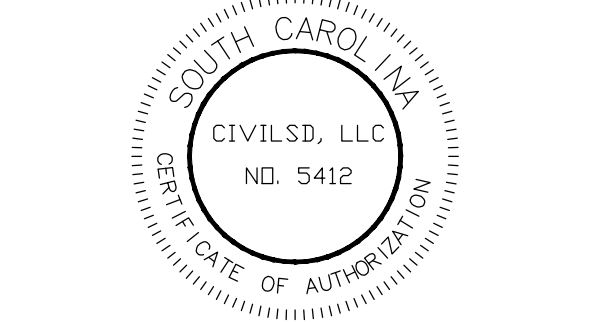
Site Development Engineering

935 Tanner Road
Greenville, South Carolina 29607
864.373.9662
Jnett@CivilSD.com
CivilSD.com

Civil engineering Land planning Landscape architecture

Client

Revisions		
No.	Description	Date



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THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.



Project Title

Paxton Meadows

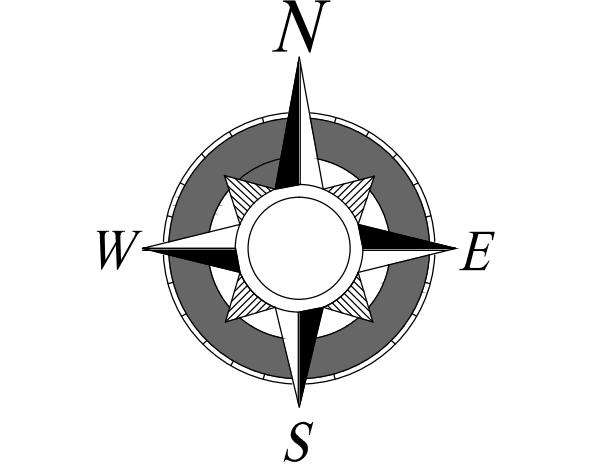
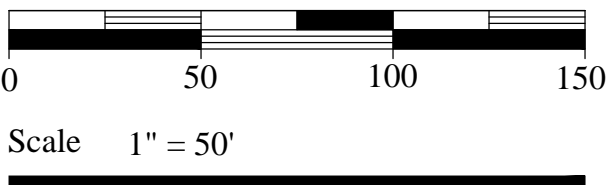
Project Location

Gibbs Shoals Road
Greenville County, SC

Project No. -

Date: 5/29/18

Dwg: 18004-PRELIM PLAT.dwg



Sheet Title

Prelim Plat

Sheet Number

1 of 1



301 East Poinsett Street
Greer, South Carolina 29651
(864) 801-2009

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 1689 Gibbs Shoals Rd, Greer SC 29650 more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 0535030101501, 0535030101500 attached hereto marked as Exhibit C containing approximately 3.13 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

This petition is submitted under the provisions of S.C. Code §5-3-150(3), authorizing the City Council to annex an area when presented with a petition signed by **one hundred (100%) percent** of the freeholders owning **one hundred (100%) percent** of the assessed value of real property in an area proposed to be annexed. This petition and all signatures thereto shall be open for public inspection on demand at the City Hall, located at the address set forth above. If the petition is still in circulation for signatures, or otherwise not available, at the time demand is made, then it shall be made available as soon thereafter as reasonably practical. Any person who seeks to challenge the annexation, and who has standing to do so, should act in accord with the requirements of Chapter 3 of Title 5 of the South Carolina Code.

DATE OF PETITION: This petition is dated this 5th day of May, 2018 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

Print Name: Marsha Johnson

Signature: Marsha E. Johnson

Address: 1689 Gibbs Shoals Rd, Greer SC 29650

Witness: Roger D. Puy

Date: 5/5/18

Parcel Address: 1689 Gibbs Shoals Rd, Greer SC 29650

Tax Map Number: 0535030101501, 0535030101500

Annexation
Page 1 of 2

Print Name: William Johnson

Signature: William D. Johnson

Address: 1689 Gibbs Shoals Rd, Greer SC 29650

Witness: Roger D. Puy

Date: 5/5/18

Parcel Address: 1689 Gibbs Shoals Rd, Greer SC 29650

Tax Map Number: 0535030101501, 0535030101500

(See attached Map & Property Description)



301 East Poinsett Street
Greer, South Carolina 29651
(864) 801-2009

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 122 NICHOLS DRIVE, Greer SC 29650 more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number Portion of 0528030102000 attached hereto marked as Exhibit C containing approximately 7.7 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

This petition is submitted under the provisions of S.C. Code §5-3-150(3), authorizing the City Council to annex an area when presented with a petition signed by **one hundred (100%) percent** of the freeholders owning **one hundred (100%) percent** of the assessed value of real property in an area proposed to be annexed. This petition and all signatures thereto shall be open for public inspection on demand at the City Hall, located at the address set forth above. If the petition is still in circulation for signatures, or otherwise not available, at the time demand is made, then it shall be made available as soon thereafter as reasonably practical. Any person who seeks to challenge the annexation, and who has standing to do so, should act in accord with the requirements of Chapter 3 of Title 5 of the South Carolina Code.

DATE OF PETITION: This petition is dated this 7th day of May, 2018 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

Print Name: F. MICHAEL PEARSON

X Signature: F. Michael Pearson

Address: 122 Nichols Drive Greer SC 29650

X Witness: _____

Date: 5-7-18

Parcel Address: 122 Nichols Drive Greer SC 29650

Tax Map Number: 0528030102000

Print Name: _____

Signature: _____

Address: _____

Witness: _____

Date: _____

Parcel Address: _____

Tax Map Number: _____

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF GREENVILLE

CERTIFICATE OF APPOINTMENT

IN THE MATTER OF:

ELLA SUDDUTH NICHOLS

CASE NUMBER: 2017ES2300253

(Decedent)

This is to certify that

FLOYD MICHAEL PEARSON

is the duly qualified

- ☒ **PERSONAL REPRESENTATIVE**
☐ **SUCCESSOR PERSONAL REPRESENTATIVE**
☐ **SPECIAL ADMINISTRATOR**

in the above matter and that this appointment, having been executed on the **8th day of March, 2017**, is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

RESTRICTIONS:

EXECUTED: March 8, 2017



DEBORA A. FAULKNER
PROBATE COURT JUDGE

By: LMA (initials)

**Do not accept a copy of this certificate without
the raised seal of the Probate Court.**

[illegible]



AGENDA
GREER CITY COUNCIL
6/12/2018

First Reading of Ordinance Number 22-2018

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY (1) AND (2) JAMES D. SUDDUTH AND PAMELA S. TONNSEN LOCATED AT 1749 GIBB SHOALS ROAD AND 1670 SOUTH HIGHWAY 14 AND (3) DENNIS R. AND PAMELA S. TONNSEN LOCATED AT 1755 GIBB SHOALS ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTIES. (Action Required)

Executive Summary:

Ordinance #22-2018 is an annexation and zoning request for property located at Gibb Shoals Road, Suber Road, and Highway 14 in Greenville County. The parcels are 81.02 acres. The property is proposed for a mixed use development with a Design Review District zoning. The development will contain 163 single-family residences, 97 townhomes, 216 apartment units, and 100,000 square feet of commercial development. The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel.
Kelli McCormick, Planning Manager

ATTACHMENTS:

Description	Upload Date	Type
▣ Ord 22-2018 Cover Memo	6/8/2018	Cover Memo
▣ Ordinance Number 22-2018	6/8/2018	Ordinance
▣ Ord 22-2018 Exhibit A Deed A1 & A2	6/8/2018	Exhibit
▣ Ord 22-2018 Exhibit A Deed A3	6/8/2018	Exhibit
▣ Ord 22-2018 Exhibit B Plat	6/8/2018	Exhibit
▣ Ord 22-2018 Exhibit C Map	6/8/2018	Exhibit
▣ Ord 22-2018 Exhibit D Flood Map	6/8/2018	Exhibit
▣ Ord 22-2018 Exhibit E Statement of Intent	6/8/2018	Exhibit
▣ Ord 22-2018 Exhibit F Concept Plan	6/8/2018	Exhibit
▣ Ord 22-2018 Petition for Annexation	6/8/2018	Backup Material
▣ Ord 22-2018 Trust Agreement	6/8/2018	Backup Material

Memorandum

To: Mr. Ed Driggers, City Administrator
From: Kelli McCormick, AICP, Planning Manager
Subject: Ordinance #22-2018
Date: June 6, 2018
CC: Tammy Duncan, Clerk to City Council

Ordinance #22-2018 is an annexation and zoning request for property located at Gibb Shoals Road, Suber Road, and Highway 14 in Greenville County. The parcels are 81.02 acres. The property is proposed for a mixed use development with a Design Review District zoning. The development will contain 163 single-family residences, 97 townhomes, 216 apartment units, and 100,000 square feet of commercial development.

The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel.

ORDINANCE NUMBER 22-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY (1) AND (2) JAMES D. SUDDUTH AND PAMELA S. TONNSEN LOCATED AT 1749 GIBB SHOALS ROAD AND 1670 SOUTH HIGHWAY 14 AND (3) DENNIS R. AND PAMELA S. TONNSEN LOCATED AT 1755 GIBB SHOALS ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTIES.

WHEREAS, (1) and (2) James D. Sudduth and Pamela S. Tonnsen are the owners of property located at 1749 Gibb Shoals Road and 1670 South Highway 14 and (3) Dennis R. and Pamela S. Tonnsen are the owners of property located at 1755 Gibb Shoals Road more particularly described on the legal description attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the map attached hereto marked as Greenville County Parcel Numbers (1) 0528030101900, (2) 0528030101901 and (3) 0535030102004 containing approximately (1) 79.30 +/- acres, (2) 0.80 +/- acres and (3) 0.92 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map No. 45045C0363E attached hereto marked as Exhibit D, the Statement of Intent attached hereto marked as Exhibit E and the Concept Plan attached hereto marked as Exhibit F; and

WHEREAS, the properties currently have four (4) occupants; and

WHEREAS, (1) and (2) James D. Sudduth and Pamela S. Tonnsen and (3) Dennis R and Pamela S. Tonnsen have petitioned the City of Greer to annex their properties by one-hundred percent (100%) petition; and

WHEREAS, the properties are now outside the city limits of Greer but adjoins the city limits; and

WHEREAS, the property owners have requested that the subject properties be zoned DRD, Design Review District; and

WHEREAS, the requested zoning is consistent with the land uses in the general area and the land planning of the city.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Greer, South Carolina, as follows:

1. ANNEXATION: The (1) 79.30 +/- acres, (2) 0.80 acres +/- and (3) 0.92 +/- acres properties shown in red on the attached map owned by (1) and (2) James D. Sudduth and Pamela S. Tonnsen located at 1749 Gibb Shoals Road and 1670 South Highway 14 and (3) Dennis R. and Pamela S. Tonnsen located at 1755 Gibb Shoals Road as described on the attached map as Greenville County Parcel Numbers (1) 0528030101900, (2) 0528030101901 and (3) 0535030102004 are hereby annexed into the corporate city limits of the City of Greer.

2. ANNEXATION OF 1205 FEET OF SOUTH HIGHWAY 14 AND 2909 FEET OF EAST SUBER ROAD ROADWAY: 1205 feet of South Highway 14 and 2909 feet of East Suber Road along the edge of the annexed property owned by (1) and (2) James D. Sudduth and Pamela S. Tonnsen and (3) Dennis R. and Pamela S. Tonnsen as shown in Exhibit C are hereby annexed into the corporate limits of the City of Greer.

3. ZONING ASSIGNMENT: The above referenced properties shall be zoned DRD Design Review District pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.

4. LAND USE MAP: The above reference properties shall be designated as Residential Land Use 3 Community on the Land Use Map contained within the 2010 Comprehensive Plan for the City of Greer.

5. FLOOD INSURANCE RATE MAP: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 45045C0363E.

6. DISTRICT ASSIGNMENT: The above referenced properties shall be assigned to City Council District #6.

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by:

First Reading: June 12, 2018

Second and
Final Reading: July 10, 2018

Approved as to Form:

Daniel R. Hughes, Esquire
City Attorney



2013070928

DEED
6 PGS

Book DE 2430

Page 1049-1054

August 21, 2013 03 42 11 PM

Cons \$10 00

Rec \$10 00

Cnty Tax EXEMPT

State Tax EXEMPT

FILED IN GREENVILLE COUNTY, SC

EXHIBIT
A-1 & 2

Grantees Address: 1749 Gibbs Shoals Road, Greer, SC 29650

Prepared by: BROWN, MASSEY, EVANS, MCLEOD & HAYNSWORTH, LLC, 106 WILLIAMS STREET, GREENVILLE, SC 29601

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS, that **JAMES B. SUDDUTH and MARJORIE D. SUDDUTH**, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents, does hereby grant, bargain, sell and release unto **JAMES B. SUDDUTH AND MARJORIE D. SUDDUTH, OR THEIR SUCCESSORS, AS TRUSTEES OF THE JAMES B. SUDDUTH AND MARJORIE D. SUDDUTH REVOCABLE TRUST, DATED THE 9TH DAY OF AUGUST, 2013**, their successors and assigns forever, to-wit:

SEE ATTACHED EXHIBIT A


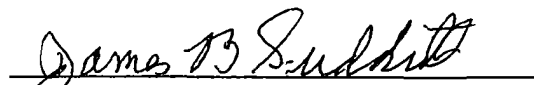

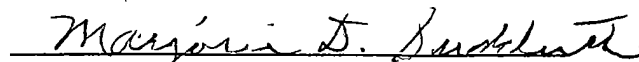
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the above described premises belonging and in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee and the Grantee's heirs, successors and assigns, forever.

AND THE GRANTOR does hereby bind Grantor and the Grantor's heirs and assigns to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's heirs, successors and assigns, against the Grantor and Grantor's heirs and assigns, and against every person whomsoever lawfully claiming or purporting to claim the same or any part thereof.

WITNESS, the hand and seal of the Grantor this 9 day of August, 2013.

WITNESSES:



James B. Sudduth
Marjorie D. Sudduth

**EXHIBIT
A-1 & 2**

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF GREENVILLE)

I, Sylvia G. Sherrod, a Notary Public for South Carolina, do hereby certify that James B. Sudduth and Marjorie D. Sudduth personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 09 day of April, 2013.



Notary Public for South CarolinaMy Commission Expires: 3/10/16

EXHIBIT A

ALL those certain pieces, parcels or tracts of land, situate, lying and being in Greenville County, State of South Carolina, along Gibbs Shoals Road and the Old Greenville-Spartanburg Road and containing 72.24 acres, more or less, as shown on plat prepared by John A. Simmons and recorded in Plat Book WW at Pages 404 and 405 and an additional tract of land containing 5.67 acres, more or less as shown on plat prepared by John A. Simmons and recorded in Plat Book 31-S at Page 57 and having such courses and distances, metes and bounds, as will be shown by reference to said plats, which plats are incorporated herein by reference.

THIS is part of the property conveyed to the Grantors by Blue Ridge Land Company by deed dated November 17, 1962 and recorded November 29, 1962 in Deed Book 711 at Page 471; by W. M. Dillard by deed dated October 9, 1952 and recorded November 25, 1952 in Deed Book 467 at Page 270; by W. M. Dillard by deed dated October 4, 1965 and recorded October 20, 1965 in Deed Book 784 at Page 358; by W. M. Dillard by deed dated February 26, 1968 and recorded May 8, 1973 in Deed Book 974 at Page 175; by Lina V. Dillard by deed dated May 4, 1973 and recorded May 8, 1973 in Deed Book 974 at Page 143; by Thomas W. Elmore and Lillian Elmore by deed dated March 1, 1968 and recorded March 11, 1968 in Deed Book 839 at Page 329; by Thomas Walker Elmore by deed dated December 18, 1995 and recorded December 20, 1995 in Deed Book 1630 at Page 1109; by South Carolina Department of Transportation by deed dated January 12, 1999 and recorded February 9, 1999 in Deed Book 1818 at Page 171, all in the Office of the Register of Deeds for Greenville County, South Carolina.

LESS:

ALL that certain piece, parcel or lot of land, situate, lying and being in County of Greenville, State of South Carolina, at the northwest intersection of Gibbs Shoals Road and Suber Road and containing 1.3 acres, more or less, as shown on plat prepared by Tri-State Surveyors, dated October 2, 1989, conveyed to Dennis R. Tonnsen and Pamela S. Tonnsen on October 24, 1989 and recorded October 26, 1989 in Deed Book 1377 at Page 253 in the Office of the Register of Deeds for Greenville County, South Carolina.

LESS:

ALL that certain piece, parcel or lot of land, situate, lying and being in County of Greenville, State of South Carolina, containing 47,261 square feet of land from north of I-85 to Kelly Avenue on SC-14 (Pelham Road), as shown on plans prepared by the South Carolina Department of Transportation and dated April 25, 1997, conveyed to the South Carolina Department of Transportation on July 9, 1998 and recorded August 24, 1998 in Deed Book 1783 at Page 329 in the Office of the Register of Deeds for Greenville County, South Carolina.

LESS:

ALL that certain piece, parcel or lot of land, situate, lying and being in County of Greenville, State of South Carolina, containing 2,187 square feet of land from north of I-85 to Kelly Avenue on SC-14 (Pelham Road), as shown on plans prepared by the South Carolina Department of

**EXHIBIT
A-1 & 2**

Transportation and dated April 25, 1997, conveyed to the South Carolina Department of Transportation on July 9, 1998 and recorded August 24, 1998 in Deed Book 1783 at Page 332 in the Office of the Register of Deeds for Greenville County, South Carolina.

LESS:

ALL that certain piece, parcel or lot of land, situate, lying and being in County of Greenville, State of South Carolina, containing 14,312 square feet (0.329 acres) of land on E. Suber Road (S-540) and Gibbs Shoals Road (S-164) near the intersection of Gibbs Shoals Road (S-164) and E. Suber Road (S-540), as shown on plans prepared by CoTransCo, LLC for the Greenville Legislative Delegation Transportation Committee and the South Carolina Department of Transportation and dated August 19, 2003, conveyed to the Greenville Legislative Delegation Transportation Committee on February 17, 2005 and recorded February 23, 2005 in Deed Book 2131 at Page 1126 in the Office of the Register of Deeds for Greenville County, South Carolina.

THIS conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above-described property.

TMS#: 0528.03-01-019.00 and 0528.03-01-019.01

**EXHIBIT
A-1 & 2**

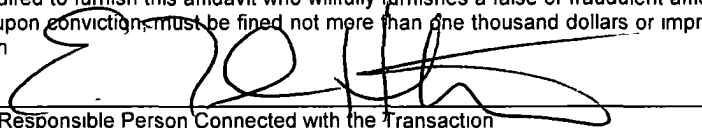
STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

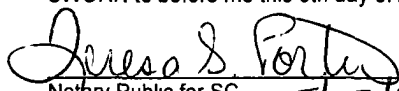
AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says

- 1 I have read the information on this affidavit and I understand such information
- 2 The property being transferred bears Greenville County TMS# 0528 03-01-019 00 and #0528 03-01-019 01, and was transferred by James B Sudduth & Marjorie D Sudduth to James B Sudduth and Marjorie D Sudduth, or their successors, as Trustees of the James B Sudduth and Marjorie D Sudduth Revocable Trust, Dated the 9th Day of August, 2013, on August 9, 2013
- 3 Check one of the following The deed is
- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary
- (c) X exempt from the deed recording fee because of Exemption #9
(If exempt, please skip Items 4 –7 and go to Item 8 of this Affidavit)
- 4 Check one of the following if either Item 3(a) or Item 3(b) above has been checked (See Information Section of this Affidavit)
- (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
- (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
- 5 Check Yes _____ or No X to the following A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer If "Yes" the amount of the outstanding balance of this lien or encumbrance is \$ _____
- 6 The deed recording fee is computed as follows
- (a) Place the amount listed in Item 4 above here \$ _____
- (b) Place the amount listed in Item 5 above here \$ _____
(If no amount is listed, place zero here)
- (c) Subtract Line 6(b) from Line 6(a) and place result here \$ _____
- 7 The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$ _____
- 8 As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as attorney
- 9 I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both


 Responsible Person Connected with the Transaction
E. Zachary Horton
 Print or Type Name Here

SWORN to before me this 9th day of August, 2013


 Notary Public for SC
 My commission expires 5/13/2019

**EXHIBIT
A-1 & 2**

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. The case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than \$100.00,
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts,
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States,
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A),
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty,
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39,
- (7) that constitute a contract for the sale of timber to be cut,
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust,
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A),
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation,
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed
- (13) foreclosure (mortgagor to mortgagee),
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
 2013070928 Book: DE 2430 Page: 1049-1054
 August 21, 2013 03:42:11 PM

Timothy J. Manning



2011051940

QCD
4 PGS

Book: DE 2392

Page: 1248-1251

August 04, 2011 02:30:07 PM

Cons: \$10.00

Rec: \$10.00

Cnty Tax: EXEMPT

State Tax:

FILED IN GREENVILLE COUNTY, SC

EXHIBIT

A-3

State of South Carolina

)

)

Quit Claim Deed

County of Greenville

)

KNOW ALL MEN BY THESE PRESENTS, that **Dennis R. Tonnsen and Pamela S. Tonnsen**, (hereinafter called "Grantor"), in consideration of **Ten Dollars and 00/100 Dollars and no other consideration**, to the Grantor in hand paid at and before the sealing of these presents, by **Dennis R. Tonnsen and Pamela S. Tonnsen** (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release all my right title and interest unto:

**Dennis R. Tonnsen and Pamela S. Tonnsen, as joint tenants
with rights of survivorship and not as tenants in common**

All those certain pieces, parcels or lots of land, with any and all improvements thereon beginning at a nail and cap in the intersection of Gibbs Shoals Road and Suber Road and running thence N. 23-53 W., 283.17 feet along the center of Gibbs Shoals Road to spike in road; thence N. 64-08 E., 212.59 feet (pin 25 feet from center of road); thence S. 26-38 E., 233.1 feet to nail and cap in center of Suber Road (pin back on line at 25 feet); thence in road; thence still with center of Suber Road S. 52-51 W., 116.24 feet to the beginning corner and containing 1.30 acres, more or less. Property subject to road right of ways.

This being the same property conveyed unto the grantors herein by Deed of James B. Sudduth and Marjorie D. Sudduth dated October 24, 1989 and recorded October 26, 1989 in Deed Book 1377, Page 253 in the ROD Office of Greenville County, South Carolina.

Tax Map #: 0535030102004

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 1755 Gibbs Shoals Road, Greer, SC 29650

TOGETHER with all and singular the rights, members, hereditaments and

EXHIBIT

A-3

appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs and assigns forever.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the 14th day of July, 2011

SIGNED, SEALED AND DELIVERED

in the presence of:

[Signature]
Witness #1

[Signature]
Witness #2

[Signature]
Dennis R. Tonnsen

[Signature]
Pamels S. Tonnsen

State of South Carolina)

County of: Greenville)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named sign, seal, and, as their act and deed, deliver the within-written Title to Real Estate, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 14th day of July 2011

[Signature] (SEAL)
Signature of Notary

Notary Public for: SL

My Commission Expires: 5/3/2017

[Signature]
Witness #1

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 1755 Gibbs Shoals Road, Greer, SC, bearing Greenville County TMS # 0535030102004, was transferred by Dennis R. Tonnsen and Pamela S. Tonnsen on July 14, 2011.
3. Check on of the following: The deed is:
- (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust or as a distribution to a trust beneficiary.
- (c) X exempt from the deed recording fee because **CONSIDERATION LESS THAN \$100.00.**
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)
4. Check on of the following if either item 3(a) or item 3(b) above has been checked (See Information section of affidavit):
- (a) The fee computed on the consideration paid or to be paid in money or money's worth _____ in the amount of _____.
- (b) The fee is computed on the fair market value of realty which is _____.
- (c) The fee is computed on the fair market value of the realty established for property tax purposes which is _____.
5. Check Yes or No to the following: A lien or encumbrance

existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes" the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in Item 4 above here:

(b) Place the amount listed in Item 5 above here:

(c) Subtract Line 6(b) from Line 6(a) and place results here:

7. The deed recording fee is based on the amount listed on Line 6© above and the deed recording fee due is: _____.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Attorney.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Attorney

Sworn to me this 4th day of August, 2011:

Therly E. Nix
Notary Public for South Carolina

My Commission Expires: 11/1/2011

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2011051940 Book: DE 2392 Page: 1248-1251
August 04, 2011 02:30:07 PM

Timothy J. Hanney

NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAN, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: RIGHTS-OF-WAY, EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH. FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENTAL INSPECTION BY SURVEYOR. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

THIS SURVEY IS OF AN EXISTING PARCELS OF LAND AND DOES NOT CREATE A NEW ROAD, CHANGE AN EXISTING ROAD OR ALTER ANY PROPERTY LINES. THIS PLAN IS NOT A SUBDIVISION AS DEFINED IN THE GREENVILLE COUNTY LAND DEVELOPMENT REGULATIONS, ARTICLE 3, DEFINITIONS.

1) SUBJECT PROPERTY
TRACT 1
OWNER: JAMES B. SUDDETH & MARJORIE D. SUDDETH
TAX MAP NUMBER: 0528030101001
DEED BOOK 2435, PAGE 1049
PLAT BOOK 30, PAGE 400 AND 401
PLAT BOOK 31, PAGE 14
ADDRESS: 1749 GIBB SHOALS ROAD, GREENVILLE COUNTY, SC 29650

TRACT 2
OWNER: JAMES B. SUDDETH & MARJORIE D. SUDDETH
TAX MAP NUMBER: 0528030101001
DEED BOOK 2435, PAGE 1049
PLAT BOOK 30, PAGE 400 AND 401
ADDRESS: 1749 GIBB SHOALS ROAD, GREENVILLE COUNTY, SC 29650

TRACT 3
OWNER: JAMES B. SUDDETH & MARJORIE D. SUDDETH
TAX MAP NUMBER: 0528030101001
DEED BOOK 2435, PAGE 1049
ADDRESS: 1749 GIBB SHOALS ROAD, GREENVILLE COUNTY, SC 29650

2) UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE IN LOCATION BASED UPON ABOVE SHOWN EVIDENCE. UTILITY MAPS HAVE BEEN OBTAINED. THE SURVEYOR DOES WARRANT THE EXISTENCE OF HIGH-CONSTRAINT OF ANY OWNED UNDERGROUND UTILITIES, OTHER IN REPLY OF A REQUEST.

3) BY GRAPHIC DETERMINATION ONLY, ACCORDING TO NEW PACE, THE SURVEYOR HAS DETERMINED THE LOCATION OF THE PROPERTY LINES. THE SURVEYOR HAS DETERMINED THE LOCATION OF THE PROPERTY LINES. THE SURVEYOR HAS DETERMINED THE LOCATION OF THE PROPERTY LINES.

4) THE SUBJECT PROPERTY IS CONTIGUOUS ALONG THE LINES OF ADJACENT PROPERTY LINES AND COINCIDES WITH THE PARCELS DESCRIBED AND MAINTAINED RIGHT OF WAY OF GIBB SHOALS ROAD (232-164), EAST BURNED ROAD (232-165), AND S.C. HIGHWAY 14.

5) THIS SURVEY IS REFERENCED TO THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, HAD 83/2011. ALL PROPERTY BEARINGS AND DISTANCES TO S. C. AND NORTH. ALL DISTANCES SHOWN ARE ACTUAL GROUND MEASURED DISTANCES.

PROPERTY LINE TABLE			
LINE	LENGTH	BEARING	
L1	49.85	S27°13'00"W	
L2	38.79	S83°34'50"W	
L3	277.53	S54°34'49"W	
L4	124.00	S33°01'11"E	
L5	277.83	N56°34'49"E	
L6	124.00	S33°01'11"E	
L7	120.75	S25°37'00"W	
L189	3.00	S44°14'00"E	
L190	52.98	S17°13'18"W	
L191	28.00	S58°36'44"E	
L192	68.00	S31°13'02"W	
L193	100.00	S16°46'20"W	
L194	54.92	S23°03'03"W	
L195	18.00	S48°27'13"E	
L196	131.23	S43°00'14"W	
L202	75.04	S45°32'21"W	
L203	63.11	N76°20'50"W	
L204	38.81	N65°13'26"W	
L205	108.20	N73°13'08"W	
L206	123.58	N10°31'54"W	

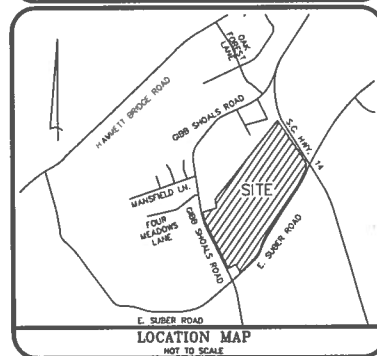
PROPERTY CURVE TABLE			
CURVE	LENGTH	RADIUS	DATA
C1	110.54	7626.00	Q49.58
C2	169.77	11824.21	Q50.41
C3	175.81	1306.54	Q42.26
C4	232.07	8197.04	Q37.48
C5	38.43	320.00	Q46.38
C6	102.65	387.23	Q51.20
C7	79.74	2487.00	Q51.07
C8	147.81	2487.00	Q52.58
C9	57.21	17872.00	Q52.90
C10	233.10	801.62	Q53.36

N/E
REDA L. VISE
D.B. 1129-509
P.B. C-49
TM#0528030101001

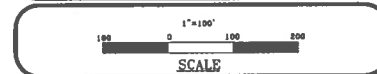
N/E
ELLA MICHELLE
SUDDETH
D.B. 2029-442
TM#0528030102000

TRACT 1
3,454,507 SQ. FT.
79.30 ACRES

TRACT 2
34,735 SQ. FT.
0.80 ACRES



DRAWN BY TK	DATE 05/15/18	DEED BOOK 2430-1049
CHECKED BY DMH	DATE 05/15/18	PLAT BOOK P-V-42
FIELD CHECK O/JJJ	DATE 05/10/18	DEED PRODUCTION 3D-180073
TAX MAP 0528030101900 0528030101901		
REV.	DATE	DESCRIPTION



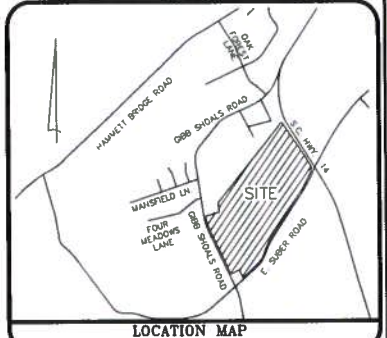
LEGEND	
CT CRAMP TOP	W GAS VALVE
EP EDGE OF PAVEMENT	W LIGHT POLE
SR SOLID ROAD	W MANHOLE (SD)
NAC NAIL & CAP	W MANHOLE (SS)
OT OPEN TOP	W POWER POLE
PD PEARL	W TELEPHONE PD
R/W RIGHT OF WAY	W WATER METER
ELEC TRANS	W WATER VALVE
GAS METER	W CATCH BASIN
W FIRE HYDRANT	W DROP INLET
CTV CABLE TV	SD STORM DRAIN
FENCE LINE	SS SANITARY SEWER
FOC FIBER OPTIC CABLE	UCP UNDERGROUND POWER
GAS GAS LINE	UGT UNDERGROUND TEL
CHP OVERHEAD POWER	W WATER LINE
OWT OVERHEAD TELEPHONE	

SURVEY FOR
D.R. HORTON
1749 GIBB SHOALS ROAD
1670 S. C. HIGHWAY 14
GREENVILLE COUNTY, SOUTH CAROLINA 29650

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE UNIFORM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO KNOWN VISIBLE DISCREPANCIES OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN. THIS STRUCTURE IS NOT LOCATED IN A DESIGNATED F.I.R.M. FLOOD HAZARD AREA.



NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAN, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE, RIGHTS-OF-WAY, EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY: BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENTAL INSPECTION BY SURVEYOR. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAMINANTS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.



DRAWN BY	DATE	DEED BOOK
TK	05/15/18	2430-1049
CHECKED BY	DATE	PLAN BOOK
DDM	05/15/18	9-V-42
FIELD CHECK	DATE	DEED NUMBER
D/J/J	05/10/18	3D-180073

TAX MAPS
0528030101900, 0528030101901

REVISIONS

DATE PAGE REVISIONS

1 05/15/18 1 05/15/18 1 05/15/18

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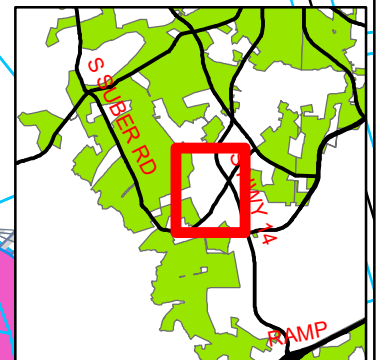
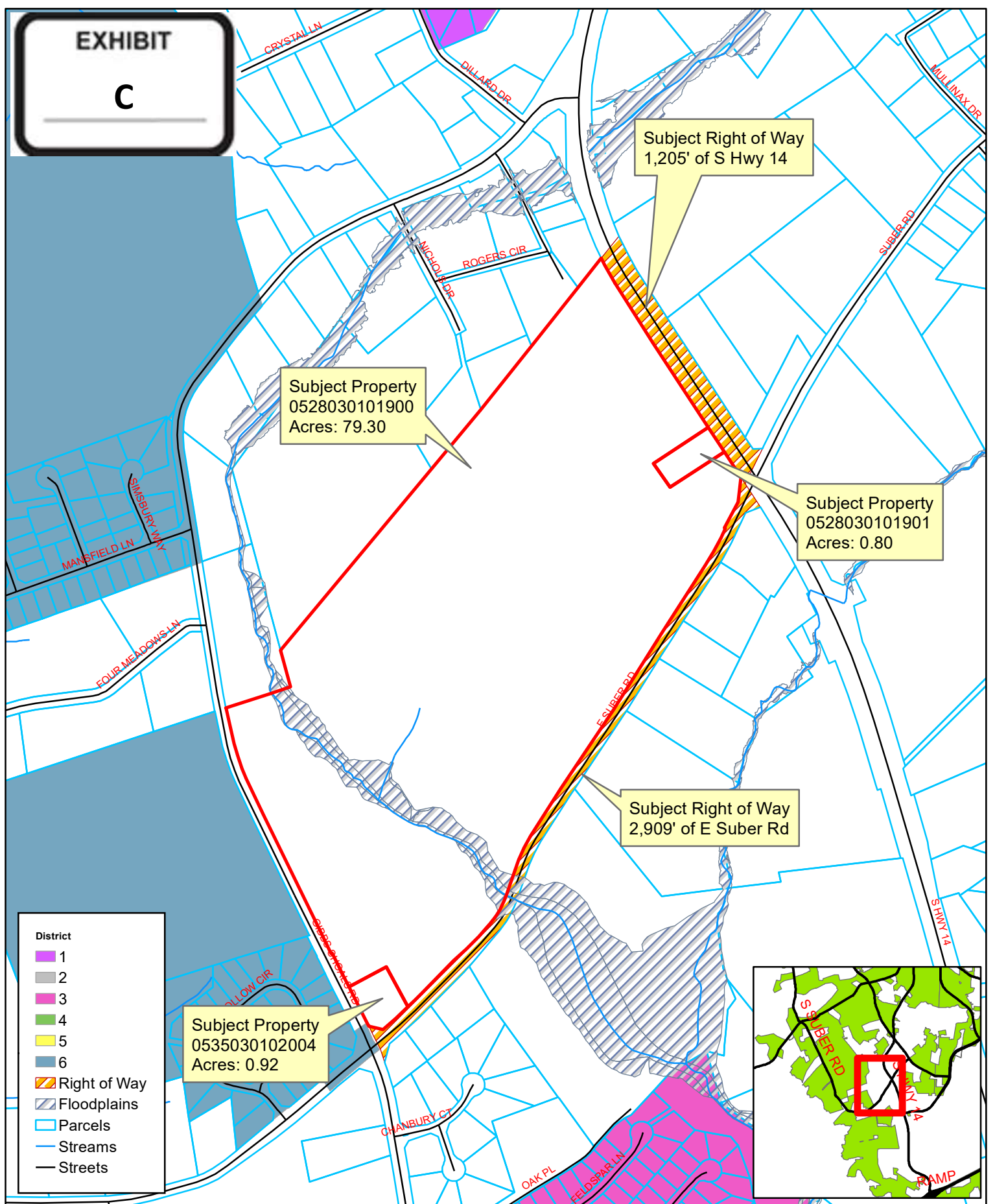
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EXHIBIT

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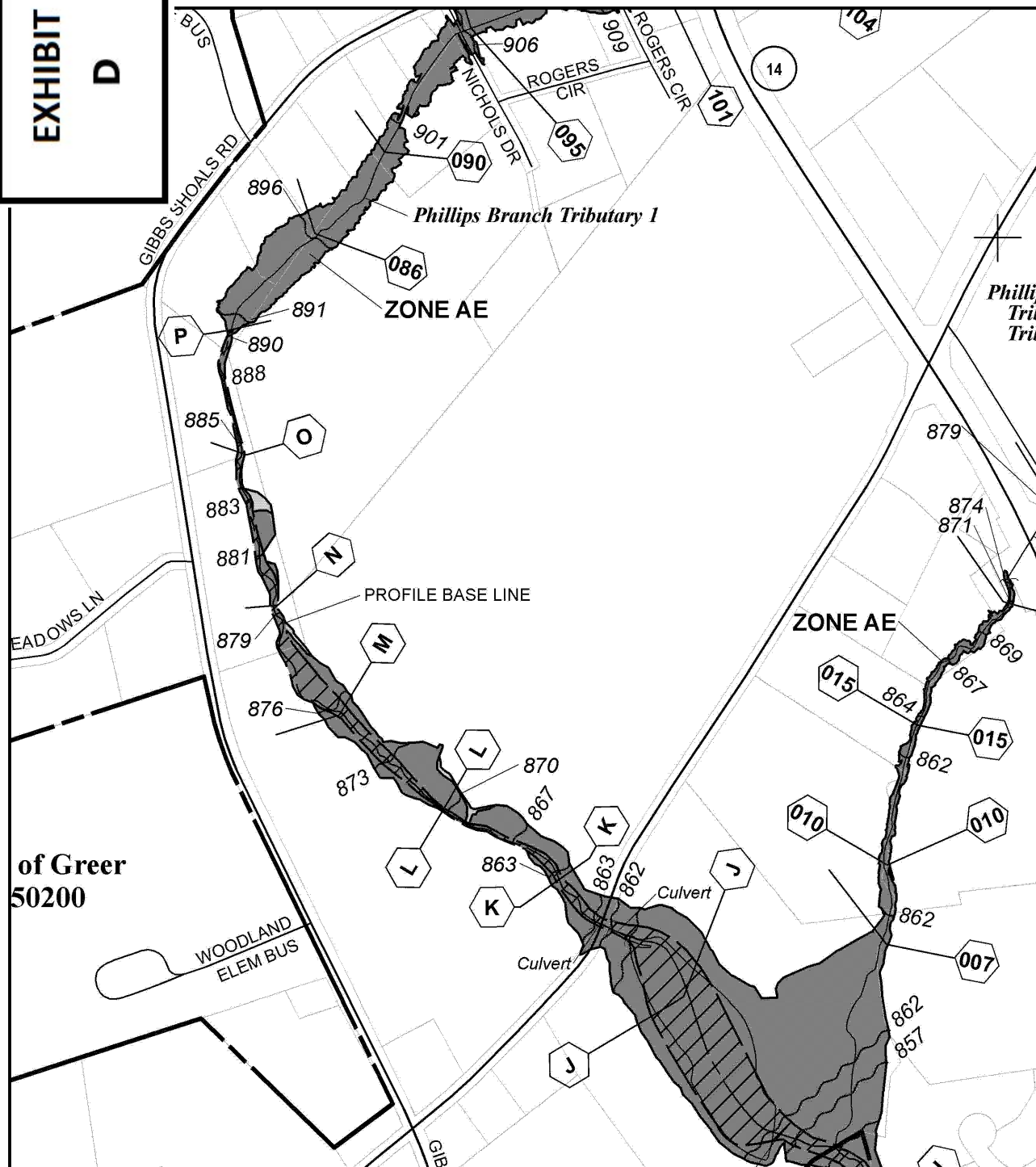


Ordinance 22-2018



EXHIBIT

D



Program at 1-800-638-6620.



MAP SCALE 1" = 500'

0 250 500 750 1,000 FEET

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0363E

FIRM

**FLOOD INSURANCE RATE MAP
GREENVILLE COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS**

PANEL 363 OF 625

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GREENVILLE COUNTY	450089	0363	E
GREER, CITY OF	450200	0363	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



**MAP NUMBER
45045C0363E**

**MAP REVISED
AUGUST 18, 2014**

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Sudduth Farms

“Statement of Intent”

**+/- 81.02 Acre Mixed-Use Development
(Design Review District “DRD” Zoning Request)
SC Hwy. 14, East Suber Road, & Gibbs Shoals Road - Greer, SC**

Revision Date:
June 7, 2018

Applicant

D.R. Horton, Inc.
100 Verdae Boulevard – Suite 401
Greenville, SC 29607
Brian Wasser
(864) 417-6321
Bjwasser@drhorton.com

Civil Engineer

Bluewater Civil Design, LLC
718 Lowndes Hill Road
Greenville, SC 29607
Paul J. Harrison, P.E.
(864) 735-5068
Paul@bluewatercivil.com

Surveyor

3D Land Surveying
10 Century Drive
Greenville, SC 29607
David Modny, PLS
(864) 272-0274
David@3dls.net

Property Description

- +/- 81.02 Acres located at the intersection of SC Hwy. 14, East Suber Road, and Gibbs Shoals Road. TMSs are #0528030101900, #0528030101901, & #0535030102004. The property is currently zoned Residential Suburban (R-S) and located outside the City of Greer. The developer is requesting annexation into the City of Greer with a Design Review District (DRD) zoning classification

Community Development Overview

The development planned for this +/- 81.02-acre tract will utilize the Design Review District (DRD) zoning classification. The development will consist of (2) new access points off SC Hwy. 14 with (1) of the access points being a right in /right out for the commercial outparcel. The development will also have (3) new residential access points off E. Suber Road. The commercial outparcel would also have (1) new access point off E. Suber Road. The roads within the community would be a mixture of public roads and private roads/drives. All roads serving the SFR detached product would be public roads including the main boulevard road back out to SC Hwy. 14. These roads will be built to public standards and turned over to the City of Greer once inspected. The roads/drives serving the townhomes, multi-family apartments, and commercial outparcel will all be private and turned over to a newly formed Home Owner's Association (HOA – For SFR and THs) and Property Owner's Association (POA – Apartments & Commercial). A (5') wide concrete sidewalk will be provided on one side of all public/private roads and drives. A (5') wide sidewalk will also be provided along road frontage of SC Hwy. 14, East Suber Road, & Gibbs Shoals Road as depicted on the Preliminary Development Plan. Other infrastructure improvements will consist of rolled curb and gutter along roads/drives serving the single-family attached/detached product, standard curb & gutter along drives for multi-family & commercial areas, public water mains, public sewer mains, public sewer lift station, public sewer force main, storm drainage, and common areas. Common areas may be open space disturbed and undisturbed, visitor parking, mail centers, flood plain, amenity centers, and other community gathering areas. These common areas will be maintained by the HOA and POA respectively. The HOA/POA will also be responsible for entrance monuments, landscaping, site lighting, and all other infrastructure improvements along private roads/drives. Covenants and Restrictions for the Community will be drafted and recorded at the Greenville County Register of Deeds Office.

Natural Resource Inventory

The existing site is currently undeveloped farm land consisting mostly of grass pasture. There are some existing houses, sheds, and other buildings on the property that will be demolished once our development construction has started. The majority of the property is clear pasture land with existing trees and vegetation along the creek which intersects the property and along the SC Hwy. 14 road frontage. There is approximately 1,170 linear feet of property frontage along SC Hwy. 14, 2,895 linear feet of property frontage along East Suber Road, and 1,550 linear of property frontage along Gibbs Shoals Road. A minimum of 25' of public right-of-way will be dedicated along all state roads where the property line projects to the centerline of the road. The existing topography slopes gradually away from SC Hwy. 14 and Gibbs Shoals Road (+/- 3.00% -5.00%) toward the existing tributary dissecting the property. The tributary is un-named on our site but eventually meets up with Phillips Branch to the South of our property. Phillips Branch ultimately flows into the Enoree River. The un-named tributary on our site has an established 100-year base flood elevation per FEMA Map 45045C0363E.

SC Hwy. 14 is a six-lane paved road with a two-way turn lane in the median. The road is approximately 88 feet wide. East Suber Road and Gibbs Shoals Road both vary in size due to recent intersection improvements at both major intersections. East Suber is 20' wide at its

smallest width. Gibbs Shoals Road is approximately 30 feet wide at its smallest width. All roads fronting the property are owned and maintained by SCDOT. The East Suber Road and SC Hwy. 14/Gibbs Shoals Road Intersections are signalized with recently improved left/right turn lanes.

Public water mains adequate to serve our site are available along all roads fronting the property owned and maintained by Greer CPW. A gravity sewer trunkline is available to tie to at the intersection of Suber Branch and Suber Road owned and maintained by Greer CPW. The development will need to have a sanitary sewer pump station and force main to pump sewer flows from our site to the gravity sewer trunkline at Suber Branch.

Density & Phasing

The overall density of the project will not exceed (485) residential units. This total includes approximately (165) single-family detached lots, approximately (100) single-family attached townhome units, and approximately (220) multi-family apartment units. This overall density is roughly (6.00) lots/units per acre. This project is expected to be phased. All residential detached lots will be constructed in at least (2) phases. The townhomes will be constructed in at least (2) phases. The multi-family apartments will be constructed in (2-3) phases. All phase lines and construction of the commercial area will be detailed out on the Final Development Plans. If the development proceeds as expected, build-out of all residential lots/units is expected within 5-6 years. Commercial tenants will dictate the phasing of the Commercial Area. It is anticipated that a 50,000 SF grocery anchor will occupy the majority of the property. The remaining 50,000 SF of possible building area will be occupied by commercial retail which could be restaurants, a bank, small retail stores, a car wash, storage facility, professional offices, etc. A more detailed plan will be coordinated with the City of Greer Planning & Zoning Staff once specific tenants are finalized. Layouts, architectural building elevations, and a traffic circulation plan will be approved by the City of Greer prior to any development on the commercial area.

Homes & Materials

1. Single-Family Detached Area

The homes within the community will have a mixture of sizes and price points. We will have (50'), (60'), and (70') wide lots. All the homes in this area will have a minimum 1-car garage and contain at least (2) parking spaces. The minimum square footage per home will be 2,500 SF with most ranging from 3,000 SF – 5,000 SF. The homes may range from 2-5 bedrooms with 1.5-3.5 baths. There is no maximum size for a home. All homes and garages will front directly on proposed interior roads. Exterior building materials may consist of vinyl siding, shake siding, board and batten siding, Hardie Board, brick, and/or stone. Exteriors may contain (1) specific material or combination of all/multiple materials in some cases.

2. Single-Family Attached Area (Townhomes)

The townhomes in the community will be a for sale product. The townhomes within the community will have a 1,500 SF minimum. The units will average 1,567 SF with no maximum size. All units will have a minimum 1-car garage and contain (2) parking spaces.

The garage space is approximately 250 SF. There may also be an optional patio and/or porch installed for each unit. Exterior building materials may consist of vinyl siding, shake siding, board and batten siding, Hardie Board, brick, and/or stone. Exteriors may contain (1) specific material or combination of all/multiple materials in some cases. Building heights will be consistent with a typical 2-story townhome building.

3. Multi-Family Apartments Area

The apartments associated with this development will be a for rent product. These apartments will be your typical garden district apartments. The larger buildings as shown on the Preliminary Development Plan will be (3) stories and approximately 17,000 SF. The larger buildings will contain (48) units. The smaller buildings will be (3) stories and approximately 8,600 SF. The smaller buildings will contain (24) units. The proposed parking for the multi-family area will be provided at an approximate rate of (1.50) spaces per unit and total (324) spaces. The exterior building materials will be similar to the exterior materials for the single-family detached and attached product.

4. Commercial / Retail Area

This area is being marketed as a potential commercial outparcel for a 50,000 SF Grocery Anchor. The total area is approximately 9.58 Acres which could also accommodate 50,000 SF of retail shops and stand along tenants. The maximum square footage of commercial and retail buildings shall be 100,000 SF. Potential tenants could be banks, restaurants, professional offices, a carwash facility, and other potential commercial services that would complement the proposed development and surrounding community. No layouts and/or buildings will be approved within the Commercial/Retail Area without approvals from the City of Greer Planning & Zoning Staff.

Amenities, Landscaping, & Buffers

The proposed development will include approximately 17.78 acres of common area with maximum efforts to preserve existing vegetation/trees around the perimeter property line and along the creek. A minimum 25' buffer/building setback has been established along all property sides. In addition, there is a 50' building setback established along SC Hwy. 14 and a 30' building setback established along East Suber Road and Gibbs Shoals Road. Internal front building setbacks for the single-family attached/detached sections will be no less than 15' or a minimum of 18' from the front of the garage to the edge of the sidewalk. The common areas may consist of disturbed and non-disturbed open space, passive open space, walking trails, water features, dog parks, fire pits, community gathering areas, and community swimming pools with associated parking.

A single or double entrance monument will be installed at our entrance located along SC Hwy. 14 and one of the entrances located along East Suber Road. The owner may elect to install monuments at all entrances into the community. The owner may also elect to install some type of monumentation at the intersections of East Suber Road and SC Hwy. 14 and Gibbs Shoals Road. This monumentation shall be presented to the City of Greer Planning & Zoning Staff for approval prior to any installation. The proposed entrances will be heavily landscaped with shrubs and annual color. The existing road frontages and community areas

(pools, fire pits, dog parks, mail centers, etc.) will be landscaped with more perennial canopy trees, evergreen shrubs, and evergreen bushes. The landscaping plans will be a part of the Final Development Plans submitted to the City of Greer Planning and Zoning Department for approval.

The owner may be allowed to construct a mulched walking trail within the community that would connect to sidewalks running along the roads. The owner may elect to install a pedestrian walking bridge across the creek to make the development a walkable community. The developer intends to work with SCDOT and the City of Greer to try to obtain a pedestrian crosswalk across Gibbs Shoals Road to allow children the ability to walk to school. The stormwater management areas may be dry or wet depending on water sources once the project progresses to the Final Design Phase. The stormwater management areas may have a fence and/or landscaping around the dike which will comply with current regulations. All common areas, landscaping, monuments, street lighting, stormwater management areas, and mail centers will be maintained by the HOA/POA respectively.

Public Utilities

Public water is existing around all road frontages of the site owned and maintained by Greer CPW. Greer CPW also has the ability to serve the site with Natural Gas, Power, and Site Lighting. The owner will work with AT&T and Charter Communications for phone and cable services. Once annexed, the site would be served by the City of Greer Fire District. Sanitation pick-up could be private or in some cases provided by the City of Greer. A new sewer lift station and force main will have to be installed at the intersection of the the bisecting creek and East Suber Road. A force main will be installed along Suber Road to pump sewer flows to the main trunkline at the intersection of Suber Branch and Suber Road. All new water mains, sewer mains, lift station, and force mains will be turned over to Greer CPW once installed and inspected.

Building Setbacks

All the proposed setbacks for this project are as follows:

- 25' minimum perimeter setback along exterior property. (Setback is measured from the exterior property line and/or dedicated right-of-way line.)
- 30' minimum setback along Gibbs Shoals Road & East Suber Road.
- 15' minimum front yard setback. (For internal public roads. There shall be a minimum of 18' from the front of any garage and the edge of the sidewalk. Setback may be greater in some cases.)
- 10' minimum secondary side yard setback. (Corner lots measured from public road r/w)
- 5' minimum side yard setback.
- 10' minimum rear yard setback.

Traffic, Parking, & Circulation Plan

All public/private roads and sidewalks within the development will be constructed to the City of Greer Standards. Private driveways will be constructed in accordance with the approved Final Development Plan. Once the public roads are built and inspected, the roads and sidewalks will be turned over to the City of Greer for operation and maintenance. All public roads shall have a minimum 42' right-of-way width and 22' pavement width. Some of the public roads will have a large right-of-way and pavement width depending on the classification of road and volume/type of vehicular traffic. All roads/drives within the development shall have rolled curb-and-gutter or standard curb-and-gutter along with storm drainage inlets spaced appropriately for conveyance of stormwater to the management areas. The standard curb-and-gutter will be used more in the multi-family and commercial sections. The parking requirements for the community are outlined below:

- Single-Family Detached Area – (2) Parking Spaces per Lot
- Single-Family Attached Area – (2) Parking Spaces per Unit
- Multi-Family Apartment Area – (1.5) Parking Spaces per Unit
- Commercial Area – (5) Parking Spaces per 1,000 SF of Gross Floor Area

Site Lighting

It is the Developer's intent to use Greer CPW for all residential site lighting. Street lights throughout the community will be consistent for all residential areas. Private lighting may be used for the Multi-Family Section and Commercial Areas to light buildings and surface parking. Maximum efforts will be implemented to ensure offsite light pollution. Any private site lighting will be submitted to the City of Greer Planning and Zoning Department for approval.

SITE DATA

TAX MAP NO.: 0528030101900, 1901, & 0535030102004

TOTAL AREA: ±81.02-ACRES (OVERALL)

ZONING: R-S (PROP. DRD)

SINGLE-FAMILY PORTION: ±49.529 ACRES
45 LOTS (50' X 120' TYP.)
88 LOTS (60' X 120' TYP.)
30 LOTS (70' X 120' TYP.)
163 LOTS (TOTAL)
(3.29 UNITS/ACRE)

TOWNHOME PORTION: ±11.472 ACRES
97 TOTAL UNITS
1,760 SQ. FT. TYP PER UNIT (22' X 52')
(8.46 UNITS/ACRE)

TOWNHOME PARKING: 2 PARKING SPACES TO BE PROVIDED PER TOWNHOME UNIT. GUEST PARKING TO BE PROVIDED AT A RATE OF 10% OF THE UNITS PROPOSED (10 SPACES REQUIRED, 14 PROVIDED)

APARTMENT PORTION: ±10.107 ACRES
216 TOTAL UNITS (*SEE BUILDINGS FOR SF & UNIT INFO.)
(21.37 UNITS/ACRE)

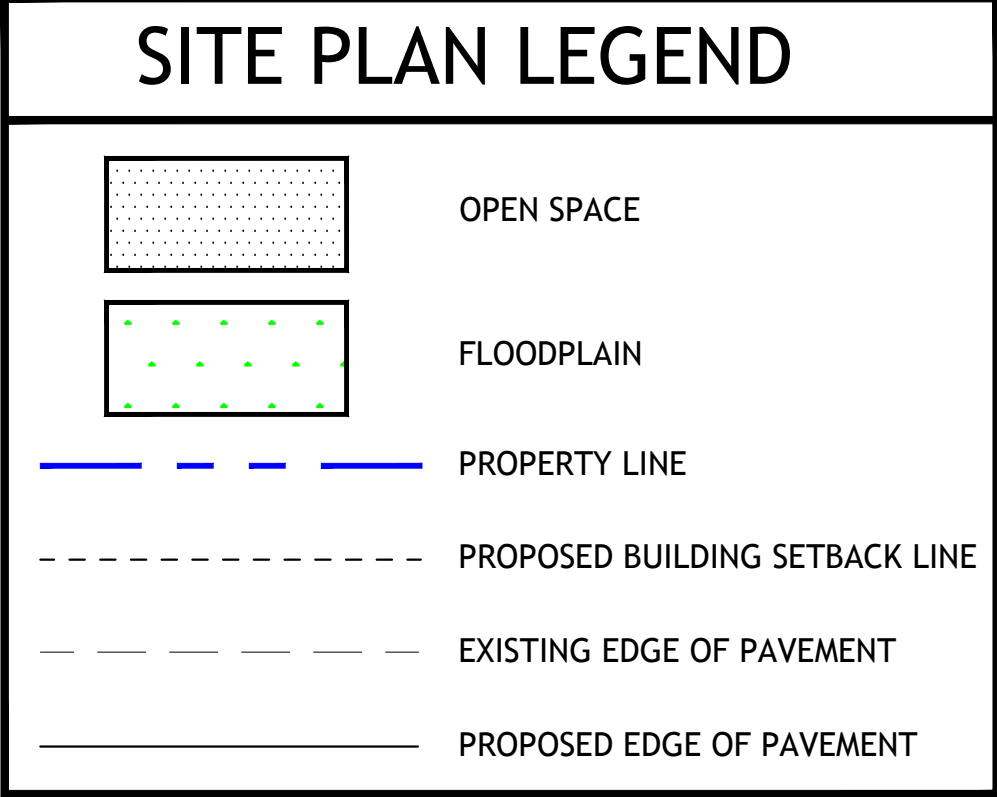
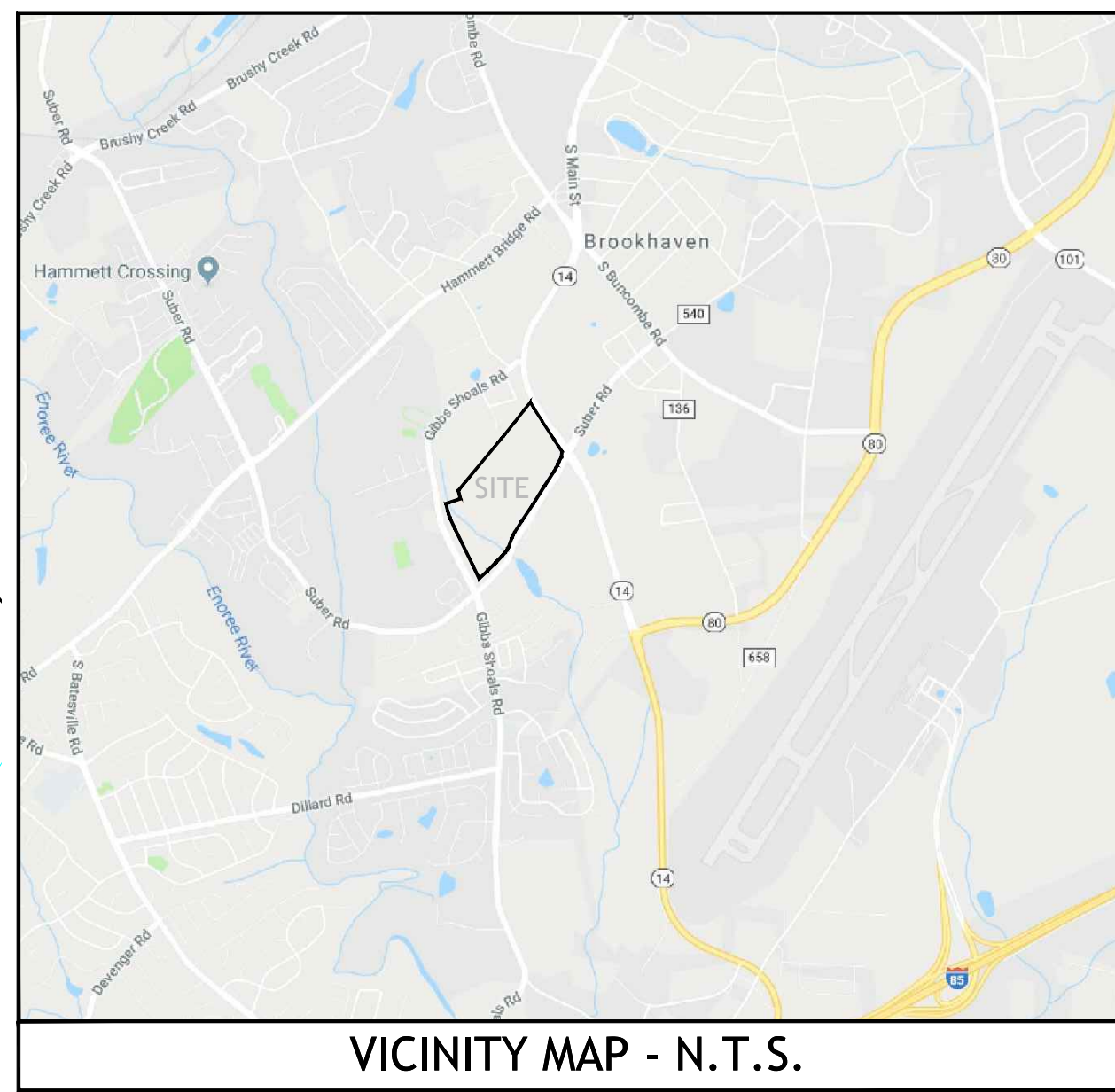
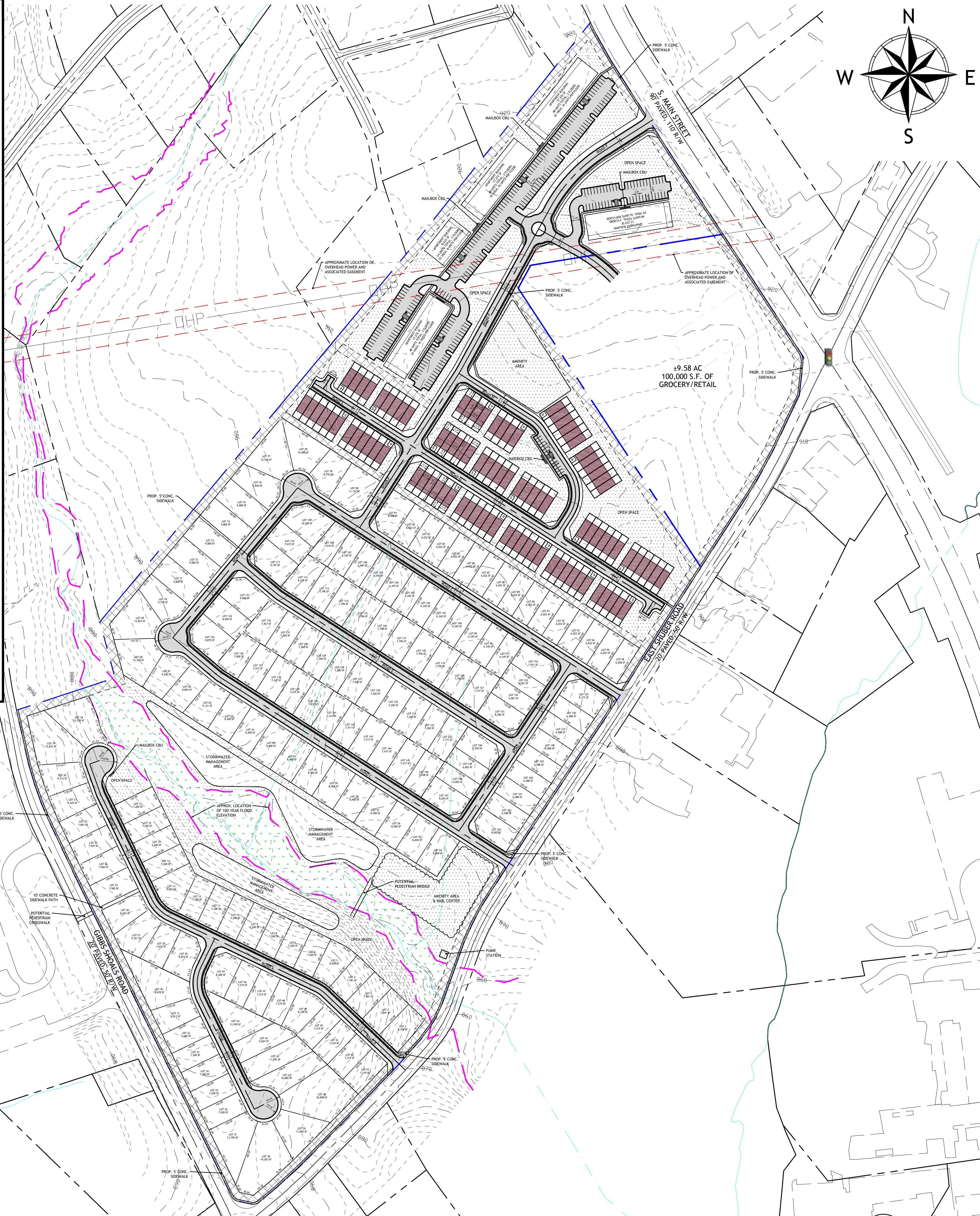
APARTMENT PARKING: 1.5 PARKING SPACES TO BE PROVIDED PER APARTMENT UNIT (324 SPACES REQUIRED, 324 PROVIDED)

COMMERCIAL PORTION: ±9.912 ACRES
±100,000 SF OF GROCERY/RETAIL

PROPOSED ROADWAY: ±1,800 LF (40' R.O.W. - PRIVATE)
±1,880 LF (42' R.O.W.)
±5,290 LF (44' R.O.W.)
±442 LF (60' R.O.W.)
±255 LF (60' R.O.W. - PRIVATE)
±9,667 LF (TOTAL)

SETBACKS
HIGHWAY 14: 50'
GIBBS SHOALS ROAD: 30'
EAST SUBER ROAD: 30'
EXTERIOR SETBACK: 25'

EXHIBIT
F



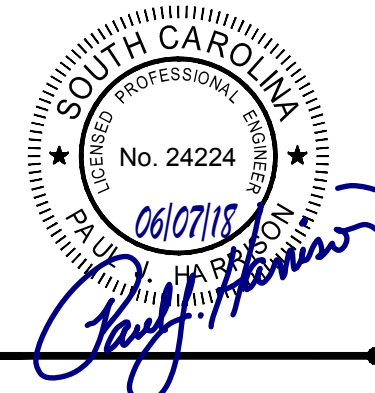
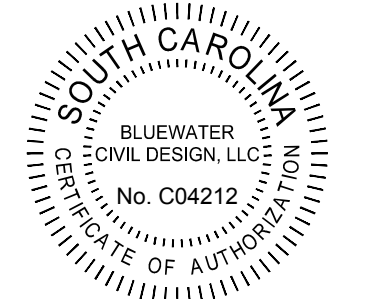
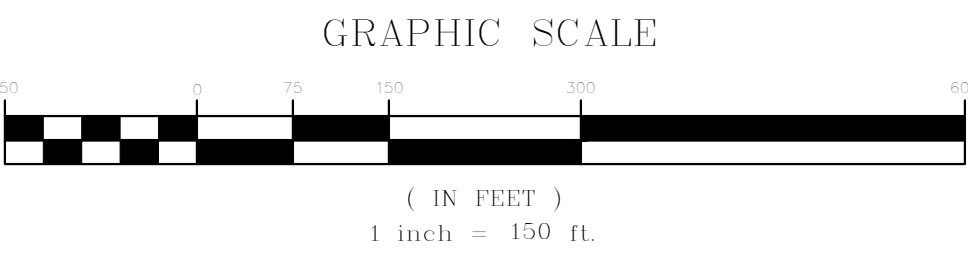
OPEN SPACE NOTE:
TOTAL PROPERTY AREA: ±81.02 AC
OPEN SPACE PROVIDED (SFR): ±9.02 AC
OPEN SPACE PROVIDED (TH & MF): ±8.76 AC
TOTAL: ±17.78 AC

DIMENSION NOTE:
ALL DIMENSIONS SHOWN ON ROADWAY ARE MEASURED FROM E.O.P. TO E.O.P. UNLESS OTHERWISE SPECIFIED.

DEVELOPER
COMPANY: D.R. HORTON, INC.
ADDRESS: 100 VERDAE BLVD. - SUITE 401
GREENVILLE, SC 29607
PHONE: 864-417-6321
CONTACT: BRIAN WASSER
EMAIL: BJWASSER@DRHORTON.COM

CIVIL ENGINEER
COMPANY: BLUEWATER CIVIL DESIGN, LLC
ADDRESS: 718 LOWMEDES HILL ROAD
GREENVILLE, SC 29607
PHONE: 864-735-5068
CONTACT: PAUL HARRISON, P.E.
EMAIL: PAUL@BLUEWATERCIVIL.COM

SURVEYOR
COMPANY: 3D LAND SURVEYING, INC.
ADDRESS: 10 CENTURY DRIVE
GREENVILLE, SC 29607
PHONE: 864-272-0274
CONTACT: JUSTIN RUPERT, P.L.S.
EMAIL: JUSTIN@3DLS.NET



PLAN REVISION	ISSUE DATE	ISSUE COMMENT
A	05/14/2018	Issued to Owner for Review



301 East Poinsett Street
Greer, South Carolina 29651
(864) 801-2009

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 1749 Gibbs Shoals Road more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 0528030101900 & 901 attached hereto marked as Exhibit C containing approximately 80.1 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

This petition is submitted under the provisions of S.C. Code §5-3-150(3), authorizing the City Council to annex an area when presented with a petition signed by **one hundred (100%) percent** of the freeholders owning **one hundred (100%) percent** of the assessed value of real property in an area proposed to be annexed. This petition and all signatures thereto shall be open for public inspection on demand at the City Hall, located at the address set forth above. If the petition is still in circulation for signatures, or otherwise not available, at the time demand is made, then it shall be made available as soon thereafter as reasonably practical. Any person who seeks to challenge the annexation, and who has standing to do so, should act in accord with the requirements of Chapter 3 of Title 5 of the South Carolina Code.

DATE OF PETITION: This petition is dated this 15th day of May, 2018 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

Print Name: JAMES DAWG SUGGUTH
Signature: [Signature]
Address: 1670 S HWY 14 Greer SC
Witness: Lynn Bennett
Date: 5-15-18
Parcel Address: 1749 Gibbs Shoals Rd
Tax Map Number: 0528030101900 & 901 ✓

Print Name: Pamela S. Tonnson
Signature: [Signature]
Address: 1755 Gibbs Shoals Rd, Greer, SC
Witness: Lynn Bennett
Date: 5-15-18
Parcel Address: 1749 Gibbs Shoals Rd., Greer
Tax Map Number: 0528030101900 & 901 ✓



301 East Poinsett Street
Greer, South Carolina 29651
(864) 801-2009

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at ✓ 1755 Gibbs Shoals Road more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 0535030102004 ✓ attached hereto marked as Exhibit C containing approximately 0.91 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

This petition is submitted under the provisions of S.C. Code §5-3-150(3), authorizing the City Council to annex an area when presented with a petition signed by **one hundred (100%) percent** of the freeholders owning **one hundred (100%) percent** of the assessed value of real property in an area proposed to be annexed. This petition and all signatures thereto shall be open for public inspection on demand at the City Hall, located at the address set forth above. If the petition is still in circulation for signatures, or otherwise not available, at the time demand is made, then it shall be made available as soon thereafter as reasonably practical. Any person who seeks to challenge the annexation, and who has standing to do so, should act in accord with the requirements of Chapter 3 of Title 5 of the South Carolina Code.

DATE OF PETITION: This petition is dated this 15th day of May, 2018 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

✓ Print Name: Dennis R. Tomsen
Signature: Dennis R. Tomsen
Address: 1755 Gibbs Shoals Rd, Greer
Witness: Lynn Bennett
Date: 5/15/18
Parcel Address: 1755 Gibbs Shoals Rd, Greer
Tax Map Number: 0535030102004 ✓

✓ Print Name: Pamela S. Tomsen
Signature: Pamela S. Tomsen
Address: 1755 Gibbs Shoals Rd, Greer
Witness: Lynn Bennett
Date: 5-15-18
Parcel Address: 1755 Gibbs Shoals Rd, Greer
Tax Map Number: 0535030102004 ✓

TRUST AGREEMENT
OF
JAMES B. SUDDUTH
AND
MARJORIE D. SUDDUTH

E. ZACHARY HORTON
BROWN, MASSEY, EVANS,
MCLEOD & HAYNSWORTH, LLC
P.O. BOX 2464
GREENVILLE, SOUTH CAROLINA 29602
864-271-7424

REVOCABLE TRUST AGREEMENT

Introductory Clause. This Agreement made this the 9th day of August, 2013, between **JAMES B. SUDDUTH** and **MARJORIE D. SUDDUTH** (hereinafter referred to as the "Settlors") and **JAMES B. SUDDUTH** and **MARJORIE D. SUDDUTH** (hereinafter referred to as the "Trustee").

This Trust shall be known as the "**James B. Sudduth and Marjorie D. Sudduth Revocable Trust, dated the 9th day of August, 2013.**"

The Settlers have two living children: **PAMELA S. TONNSEN** and **JAMES D. SUDDUTH**.

ITEM I TRUSTEE SUCCESSION

Trustee Succession if Either Settlor Resigns, Dies, or Becomes Incapacitated. If either Settlor resigns, dies, or is adjudicated to be incompetent or in the event that such Settlor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of the other Settlor unable to properly handle his or her own affairs, then and in that event the other Settlor shall become the sole Trustee hereunder. If the sole Settlor resigns, dies, or is adjudicated to be incompetent or in the event that the sole Settlor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of two licensed physicians, unable to properly handle his or her own affairs, then and in that event the Trustees named below shall immediately become the Trustees under this Trust Agreement. The Settlers name the following as successor Trustees:

PAMELA S. TONNSEN and JAMES D. SUDDUTH

A Settlor shall regain all the powers reserved to that Settlor, whether in the Settlor's individual or fiduciary capacity, as the case may be, when such incompetency is removed, in the same manner as was followed to establish the Settlor's incapacity. Third parties may rely on an affidavit by the Trustees named above stating that the successor Trustees are now acting as Trustees hereunder.

ITEM II PROPERTY TRANSFERRED

Description of Property Transferred. The Settlers have paid over, assigned, granted, conveyed, transferred, and delivered, and by this Agreement do hereby pay over, assign, grant, convey, transfer, and deliver unto the Trustee the property described in Schedule A, annexed hereto and made a part hereof, and have caused or will cause the Trustee to be designated as beneficiary of those life insurance policies described in Schedule B, annexed hereto and made a part hereof. These insurance policies, and any other insurance policies that may be delivered to the Trustee hereunder or under which

the Trustee may be designated as beneficiary, the proceeds of all such policies being payable to the Trustee, and any other property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered, and distributed by the Trustee as hereinafter set forth.

Any property designated by the Settlers as Joint Property and transferred to the Trustee by the Settlers, as invested and reinvested, together with the rents, issues, and profits therefrom (hereinafter referred to as "the joint estate") shall be deemed to be property held as tenants in common and shall retain its characteristics as property held as tenants in common during the joint lifetimes of the Settlers, subject, however, to the provisions of this Agreement.

Separate property (defined as property owned by one Settlor) transferred to the Trustee, as invested and reinvested, together with the rents, issues, and profits therefrom (hereinafter referred to as "the separate estate") shall retain its character as separate property of the Settlor who transferred such property to the Trustee, subject, however, to the provisions of this Agreement.

ITEM III RIGHTS IN INSURANCE POLICIES

Rights of Settlers and Trustee in Insurance Policies. The owner of any life insurance policies payable to the Trustee shall have all rights under any such policies, including the right to change the beneficiary, to receive any dividends or other earnings of such policies without accountability therefor to the Trustee or any beneficiary hereunder, and to assign any policies to any lender, including the Trustee, as security for any loan to either Settlor or any other person; and the Trustee shall have no responsibility with respect to any policies, for the payment of premiums or otherwise, except to hold any policies received by the Trustee in safekeeping and to deliver them upon owner's written request and upon the payment to the Trustee of reasonable compensation for services. The rights of any assignee of any policy shall be superior to the rights of the Trustee. If any policy is surrendered or if the beneficiary of any policy is changed, this Trust shall be revoked with respect to such policy. However, no revocation of the Trust with respect to any policy, whether pursuant to the provisions of the preceding sentence or otherwise, shall be effective unless the surrender or change in beneficiary of the policy is accepted by the insurance company. Upon the death of the insured under any policy held by or known to, and payable to, the Trustee, or upon the occurrence of some event prior to the death of the insured that matures any such policy, the Trustee, in its discretion, either may collect the net proceeds and hold them as part of the principal of the Trust Estate, or may exercise any optional method of settlement available to it, and the Trustee shall deliver any policies on the Settlor's life held by it and payable to any other beneficiaries as those beneficiaries may direct. Payment to, and the receipt of, the Trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this agreement or see to the application of any payment. The Trustee need not engage in litigation to enforce payment of any policy without indemnification satisfactory to it for any resulting expenses.

Nothing in this Item shall be construed as limiting the right of either Settlor to dispose by will of his or her interest in any life insurance policy on the other Settlor's life that is payable to the Trustee hereunder.

ITEM IV PROVISIONS DURING LIFE

Provisions for Settlers During Lifetime. The Trustee shall hold, administer, and distribute the Trust Estate as follows:

(1) **Payment of Income and Principal from Joint Estate.** The Trustee shall hold, manage, invest, and reinvest the joint estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal during the joint lives of the Settlers as follows:

(a) The Trustee may pay to or apply for the benefit of each of the Settlers an undivided one-half of all the net income of the joint estate. Any income not distributed shall be accumulated annually and thereafter treated as principal.

(b) The Trustee may pay to or apply for the benefit of each of the Settlers such sums from the principal of the joint estate as in the Trustee's sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Settlers, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlers known to the Trustee. Any payment made shall be to both Settlers.

(c) Either Settlor may at any time during the joint lives of the Settlers and from time to time withdraw all or any part of the principal of the joint estate, free of trust, by delivering an instrument in writing duly signed by him or her to the Trustee and to the other Settlor, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Settlers, free of trust, the property described in such instrument. Such conveyance from the joint estate shall be made to the Settlers as tenants in common.

(2) **Payment of Income and Principal from Separate Estates.** The Trustee shall hold, manage, invest, and reinvest the separate estate of each Settlor (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal during the joint lives of the Settlers as follows:

(a) The Trustee may pay to or apply for the benefit of the Settlor who contributed such separate estate all of the net income of such Settlor's separate estate. Any income not distributed shall be accumulated annually and thereafter treated as principal.

(b) The Trustee may pay to or apply for the benefit of the Settlor who contributed such separate estate such sums from the principal thereof as in the Trustee's

sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of such Settlor, taking into consideration to the extent the Trustee deems advisable, any other income and resources of such Settlor known to the Trustee.

(c) The Settlor who contributed such separate estate may at any time during the joint lives of the Settlers and from time to time withdraw all or any part of the principal of such separate estate, free of trust, by delivering an instrument in writing duly signed by him or her to the Trustee, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to such Settlor as his or her separate property, free of trust, the property described in such instrument.

(3) Discretionary Payment for Non-Incapacitated Settlor. In the event that a Settlor is adjudicated to be incompetent or in the event that a Settlor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to handle his or her own affairs properly, then and in that event the Trustee may during the joint lives of the Settlers, in addition to the payments of income and principal for the benefit of such Settlor, pay to or apply for the benefit of the other Settlor such sums from the net income and from the principal of such Settlor's separate estate as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the other Settlor, taking into consideration to the extent the Trustee deems advisable any other income or resources of the other Settlor known to the Trustee.

(4) Authorization for Additional Estate Planning. During the Settlers' lifetime and in the event that either or both the Settlers are adjudicated to be incompetent or in the event that one or both of the Settlers are not adjudicated incompetent, but by reason of illness or mental or physical disability are, in the opinion of the Trustee, unable to handle the Settlers' own affairs properly, then and in that event the Trustee shall have the authorization to engage in additional estate planning on behalf of the Settlers to reduce the expected gift and estate tax liability and to provide for additional resources for family transfers and, if appropriate, charitable purposes. The estate planning, which is specifically authorized, may include the design, implementation, and funding of techniques such as limited partnerships, limited liability companies, lifetime gifts and transfers, qualified personal residence trusts, charitable trusts, family foundations, and other trusts and techniques designed to reduce the total estate and gift taxes anticipated to be paid by the Settlers and the Settlers' estate to increase the expected benefit to the Settlers' family, beneficiaries, and charities, if any. *Provided however*, that if the Trustee is an individual and also a beneficiary, the Trustee/beneficiary's authority to implement such changes in the estate plan in a manner that would benefit the Trustee/beneficiary or the Trustee/beneficiary's family shall be restricted such that the amount of such transfers, gifts, or other changes to or for the benefit of the Trustee/beneficiary shall not exceed the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the aggregate value of the Trust Estate as of the date of the planning change.

(5) **Authorization for Additional Gifting.** During the Settlor's lifetime and in the event that one or both of the Settlor's are adjudicated to be incompetent or in the event that one or both of the Settlor's are not adjudicated incompetent, but by reason of illness or mental or physical disability are, in the opinion of the Trustee, unable to handle the Settlor's own affairs properly, then and in that event the Trustee shall have the authorization to (but shall not be required to) make gifts equal to or in excess of the annual gift tax exclusion to the Settlor's children and their issue, and their respective spouses, if appropriate, and in such amounts and upon such terms and conditions as the Trustee, in the Trustee's discretion, shall determine. *Provided however,* that if the Trustee is an individual and also a beneficiary, then the Trustee's authority to make gifts to a group of individuals which includes the Trustee/beneficiary is restricted such that the amount of such gift to the Trustee/beneficiary shall not exceed in each year the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the aggregate value of the Trust Estate as of the date of the gift.

(6) **Disposition of Trust Estate at Settlor's Direction.** During the Settlor's lifetime, the Trustee shall dispose of all, or any part, of the Trust Estate in such manner as both of the Settlor's, or the surviving Settlor, may from time to time direct. This authorization shall not be effective if both of the Settlor's, or the surviving Settlor, have been adjudicated to be incompetent or in the event that both of the Settlor's, or the surviving Settlor, are not adjudicated incompetent but by reason of illness or mental or physical disability are, in the opinion of the Trustee, unable to properly handle the Settlor's own affairs.

ITEM V RIGHT TO MODIFY TRUST AGREEMENT

Settlor's Rights to Amend, Change, or Revoke the Trust Agreement. Either Settlor may, during the joint lives of the Settlor's, by signed instruments delivered to the Trustee: (1) withdraw the joint estate from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee and to the other Settlor; provided, however, that all or any part of the joint estate withdrawn by either Settlor shall be conveyed and delivered to both Settlor's as tenants in common; (2) withdraw the separate estate contributed by such Settlor from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; and (3) add separate property to the Trust.

Both Settlor's may, during their joint lives, by signed instruments delivered to the Trustee: (1) withdraw the joint estate from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; provided, however, that all or any part of the joint estate withdrawn by the Settlor's shall be delivered to the Settlor's as tenants in common; (2) add joint property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; and (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation.

ITEM VI
PAYMENT OF DEBTS AND TAXES

Discretionary Provisions for Trustee to Deal with Settlor's Estate and Make Payment of Debts and Taxes. After a Settlor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Settlor's funeral expenses, legally enforceable claims against the Settlor or his or her estate, reasonable expenses of administration of his or her estate, any allowances by court order to those dependent upon such Settlor, any estate, inheritance, succession, death, or similar taxes payable by reason of such Settlor's death, together with any interest thereon or other additions thereto, without reimbursement from the Settlor's Personal Representative, from any beneficiary of insurance upon such Settlor's life, or from any other person. All such payments, except of interest, shall be charged generally against the principal of the Trust Estate includable in such Settlor's estate for federal estate tax purposes and any interest so paid shall be charged generally against the income thereof.

Written statements by the Personal Representative of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments.

ITEM VII
SPECIFIC DISTRIBUTIONS

Specific Distributions Introduction. Upon the death of **JAMES B. SUDDUTH**, the Trustee shall make the following distributions:

(1) **General Distribution of Personal and Household Effects with a Mandatory Memorandum.** All **JAMES B. SUDDUTH**'s personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, shall be distributed as follows:

(a) **JAMES B. SUDDUTH** may leave written memoranda disposing of certain items of tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of his death. If no such written memoranda are found or identified by the Trustee within ninety (90) days after his death, it shall be conclusively presumed that there are no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of his death and for whom no effective alternate provision has been made shall pass according to the provisions of the following subparagraph, and not pursuant to any anti-lapse statute.

(b) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, the rest of **JAMES B. SUDDUTH's** personal and household effects of every kind shall be distributed to his wife, **MARJORIE D. SUDDUTH**, if she shall survive him. If she shall not survive him, all this property shall be distributed to the children surviving the Settlers, in approximately equal shares; provided, however, the issue of a deceased child surviving the Settlers shall take per stirpes the share their parent would have taken had he or she survived the Settlers. If the Settlers' issue do not agree to the division of the property among themselves, the Trustee shall make such division among them, the decision of the Trustee to be in all respects binding upon the Settlers' issue. The Trustee shall have full discretion to sell all or any part of said property and apply the proceeds to ensure a fair and equitable division. If any beneficiary hereunder is a minor, the Trustee may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of the Trustee.

ITEM VIII SPECIFIC DISTRIBUTIONS

Specific Distributions Introduction. Upon the death of **MARJORIE D. SUDDUTH**, the Trustee shall make the following distributions:

(1) **General Distribution of Personal and Household Effects with a Mandatory Memorandum.** All **MARJORIE D. SUDDUTH's** personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, shall be distributed as follows:

(a) **MARJORIE D. SUDDUTH** may leave written memoranda disposing of certain items of tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of his death. If no such written memoranda are found or identified by the Trustee within ninety (90) days after his death, it shall be conclusively presumed that there are no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of his death and for whom no effective alternate provision has been made shall pass according to the provisions of the following subparagraph, and not pursuant to any anti-lapse statute.

(b) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, the rest of **MARJORIE D. SUDDUTH's** personal and household effects of every kind shall be distributed to her husband, **JAMES B. SUDDUTH**, if he shall survive her. If he shall not survive her, all this property shall be distributed to the children surviving the Settlers, in approximately equal shares; provided, however, the issue of a deceased child surviving the Settlers shall take per stirpes the share their parent would have taken had he or she survived the Settlers. If the Settlers' issue do

not agree to the division of the property among themselves, the Trustee shall make such division among them, the decision of the Trustee to be in all respects binding upon the Settlers' issue. The Trustee shall have full discretion to sell all or any part of said property and apply the proceeds to ensure a fair and equitable division. If any beneficiary hereunder is a minor, the Trustee may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of the Trustee.

ITEM IX CONTINUATION OF TRUST FOR SURVIVING SPOUSE

Continuing Trust for Surviving Spouse. Upon the death of the first of the Settlers to die ("Predeceased Spouse"), the Trust Estate (which shall include any property which may be added from the Predeceased Spouse's general estate) shall continue to be held, administered, and distributed under the above provisions of this Trust Agreement, except as modified by this Item, with the Surviving Spouse as the sole Settlor of this Trust. If there is no Surviving Spouse, then the entire Trust Estate shall be held, administered, and/or distributed in the manner so provided upon the death of the Surviving Spouse.

(1) **Payment to Surviving Spouse of All Income.** Commencing with the date of the Predeceased Spouse's death, the Trustee shall pay to or apply for the benefit of the Surviving Spouse during his or her lifetime all the net income from the Trust Estate in convenient installments but no less frequently than quarter-annually.

(2) **Discretionary Payments of Principal to Surviving Spouse.** Upon the death of the Predeceased Spouse, the Trustee may pay to or apply for the benefit of the Surviving Spouse during his or her lifetime, such sums from the principal of the Trust Estate as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support, and maintenance in reasonable comfort of the Surviving Spouse, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Surviving Spouse known to the Trustee.

(3) **Provision for Complete Withdrawal by Surviving Spouse.** Provided that the Surviving Spouse has not disclaimed all, or any part, of this right of withdrawal pertaining to any portion of the Trust Estate attributed to Predeceased Spouse, the Surviving Spouse may at any time (and from time to time) during his or her lifetime withdraw all or any part of the principal of the Trust Estate, free of trust, by delivering an instrument in writing duly signed by him or her to the Trustee, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Surviving Spouse, free of trust, the property described in such instrument.

(4) **Power in Surviving Spouse to Cause Nonproductive Property to Be Made Productive.** The Surviving Spouse may at any time by written notice require the Trustee

either to make any nonproductive property of this Trust productive or to convert such nonproductive property to productive property within a reasonable time.

(5) Surviving Spouse's Rights to Amend, Change, or Revoke the Trust Agreement. Except as limited herein, after the death of the Predeceased Spouse, the Surviving Spouse may, by signed instruments delivered to the Trustee during the Surviving Spouse's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation. Notwithstanding the above, the Surviving Spouse shall have none of the above defined powers over the portion of the Trust Estate, if any, over which the Surviving Spouse has exercised a Qualified Disclaimer.

(6) Payment of Death Taxes from Trust on Death of Surviving Spouse. Unless the Surviving Spouse's Will specifically provides that the estate, succession, death, or similar taxes assessed with respect to the assets of this Trust be paid otherwise, the Trustee shall pay, from the Trust assets includable in the Surviving Spouse's estate, to the executors or administrators of the estate of the Surviving Spouse for the purposes of paying such taxes, the amount by which such taxes assessed by reason of the Surviving Spouse's death shall be increased as a result of the inclusion of the assets of this Trust in the Surviving Spouse's estate for such tax purposes.

ITEM X RESIDUE DISPOSITION

Trust Estate to Settlor's Issue. Upon the death of both Settlor's, the Trust Estate (which shall include any property which may be added from the Surviving Spouse's general estate upon the Surviving Spouse's death) shall be paid over and distributed free of trust as follows:

(1) 50% to our daughter, **PAMELA S. TONNSEN**, if living, otherwise to her heirs pursuant to the South Carolina laws of intestacy (i.e. if she is survived by her husband and three sons, this distribution would be divided giving one half to her husband and dividing the other half of this distribution evenly among her three sons); and

(2) 50% to our son, **JAMES D. SUDDUTH**, if living, otherwise to his spouse, **JANA LEE SUDDUTH**, provided that she was married to **JAMES D. SUDDUTH** at the time of his death.

(3) If any of the devisees under paragraphs (1) and (2) fail for want of a beneficiary to take thereunder, then such devise shall be distributed pursuant to the remaining paragraphs.

ITEM XI TRUSTEE SUCCESSION

Trustee Succession, Trustee's Fees, and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees, and other matters are set forth below:

(1) **Individual Trustees Succession.** If the Surviving Spouse and any initial successor individual Trustee should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, the remaining individual Trustees shall continue to serve without a successor or substitute.

(2) **Fee Schedule for Individual Trustee.** For its services as Trustee, the individual Trustee shall receive no compensation but shall be entitled to reimbursement for reasonable expenses.

(3) **Trustee Voting Rights.** If there is more than one Trustee serving, then the vote of the Trustees for any action hereunder must be by unanimous vote of the Trustees.

(4) **Delegation Among Trustees.** When there is more than one individual or entity serving as co-Trustees, then any Trustee may delegate to any other Trustee the power to exercise any or all of the powers granted to the Trustees in this Trust Agreement, including those powers, which are discretionary, to the extent allowed by law. Any delegating Trustee may revoke any such delegation with written notice to the other serving co-Trustees. The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing signed by the delegating co-Trustee. As long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power. Provided, however, that if such Trustee, or co-Trustee, shall also be a current beneficiary and such delegation shall be deemed to create in that Trustee a right that shall be deemed to be a general power of appointment, then such individual Trustee shall not be vested with such right to delegate such power.

(5) **Appointment of Co-Trustee.** Any serving individual Trustee may, at any time during the period such individual Trustee is serving, appoint another individual, bank, or corporate fiduciary as a co-trustee of the Trust or the Trust share. The co-trustee shall serve only so long as the appointing Trustee shall be serving as a Trustee. The appointing individual Trustee may revoke this appointment at any time with or without cause by written notice to the appointed co-trustee. Such appointed co-trustee shall have either all of the powers of the appointing individual Trustee or such lesser or limited powers as the appointing individual Trustee may determine at the time of the appointment.

(6) **Appointment of Independent Special Trustee.** If a Trustee is unable or unwilling for any reason to act with regard to any property comprising the Trust Estate, the

Trustee may appoint an Independent Special Trustee to act with regard to such property. Such Special Trustee may be either an individual or a corporate Trustee. If the Special Trustee is an individual, such individual shall not be related to or subordinate to any beneficiary of this Trust as defined by section 672(c) of the Internal Revenue Code. If appointed, the Independent Special Trustee shall act with respect to such property of the Trust Estate in accordance with the provisions of this Trust. The Trustee may revoke the appointment of any such Independent Special Trustee at any time. Any Independent Special Trustee shall exercise all of the fiduciary powers granted to the Trustee, unless specifically limited by the Trustee. The Independent Special Trustee may resign at any time.

(7) **Limitations on Trustees.** No person who at any time is acting as Trustee hereunder shall have any power or obligation to participate in any discretionary authority which the Settlers have given to the Trustee to pay principal or income to such person, or for his or her benefit or in relief of his or her legal obligations.

(8) **Determination of Incapacity of Individual Trustee.** If any serving individual Trustee either is adjudicated to be incompetent or in the event that the individual Trustee is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of two licensed physicians, unable to properly handle the fiduciary responsibilities of the trusteeship, then and in that event the Trustee next designated herein shall serve as the successor Trustee. The disqualified Trustee may regain the position as Trustee, if and when such incompetency is removed, as determined by two licensed physicians in the same manner as was followed to initially establish the Trustee's incapacity. Third parties may rely on an affidavit by the Trustee stating that the successor Trustee is now acting as Trustee hereunder.

(9) **Trustee Accountings and Settlement.** The Trustee shall report on Trust activities and account to the beneficiaries, as follows:

(a) **No Requirement for Accounting While Settlor is Trustee.** If a Settlor is serving as either a Trustee or Co-trustee, then the Trustee shall not be required to render an accounting. Notwithstanding this waiver, the Trustee may render an accounting of its administration of the Trust to all current income beneficiaries and all beneficiaries required by law at any time. At such time as a Settlor is no longer serving as the Trustee or Co-trustee, then this paragraph is no longer applicable.

(b) **Waiver of Trustee Accountings.** Unless requested by a beneficiary of the Trust, the Trustee shall not be required to render an annual accounting but shall keep full books or accounts showing the condition of the Trust, which records shall be available at all reasonable times for inspection by the beneficiaries, or their representatives.

(c) **Settlement of Trustee Accounting.** During the period of time that this Trust may be revoked by the Settlers, the Trustee may render an accounting of its administration of the Trust to the Settlers. The Settlers' written acceptance and approval of such accounting shall be binding upon all present and future Trust beneficiaries.

(d) **Settlement of Trustee Accounting by Beneficiaries.** The Trustee may at any time settle its account with respect to the Trust Estate, or any separate share of the Trust Estate, by a written agreement. The written agreement shall be between the Trustee and all appropriate living income beneficiaries and remainder beneficiaries for the Trust Estate, or separate Trust share as appropriate. If a beneficiary is either a minor or incompetent, then the guardian for such person may represent such individual. Such agreement shall bind all persons then or thereafter entitled to such share of the Trust Estate for which the Trustee and beneficiaries reached written agreement. Such agreement shall constitute a complete release and discharge of the Trustee for the acts of the Trustee covered in the accounting and the period covered by the agreement.

(e) **Settlement of Trustee Accounting Upon Termination of Trust.** Prior to either delivering the Trust Estate to a successor Trustee or making a complete distribution of all or a separate share of the Trust Estate, the Trustee shall prepare and deliver its accounting of the Trust or the applicable Trust share, as appropriate, to the appropriate beneficiaries. The Settlers and/or applicable beneficiaries may waive such requirements for such accounting.

(10) **Limitation of Liability and Duties of Successor Trustee for Acts of Prior Trustee.** No successor Trustee shall have any liability or responsibility for any acts or omissions of any prior Trustee. The Trust shall indemnify and hold harmless any currently serving Trustee for the acts or omissions of any such prior Trustee. A current Trustee may, but shall not have the obligation to, audit or investigate the accounts or administration of any prior Trustee. In the event that any present or future beneficiary shall request in writing that the Trustee investigate or take any action against a prior Trustee, the current Trustee may, but not be required to, either: i) determine if such action is either inappropriate or unlikely to result in a favorable conclusion for the Trust and therefore decline to take such action, or ii) require that the beneficiary requesting such action indemnify the Trust and Trustee and fund all the expenses of such action to the extent that the Trustee deems appropriate. The Trustee shall have the sole discretion to act with regard to these decisions.

ITEM XII MEANING OF TRUSTEE

Definition of Trustee. Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine, and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall have all the rights, powers and duties, authority, and responsibility conferred upon the Trustee originally named herein.

ITEM XIII TRUSTEE POWERS

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority, and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(1) To collect Trust property and accept or reject additions to the Trust Estate from a Settlor or any other person.

(2) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk, or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a material percentage of the total property of the Trust Estate or even the entirety thereof.

(3) To deposit assets of the Trust in accounts of all types, including margin accounts, in all types of regulated financial service institutions.

(4) To invest and reinvest all or any part of the Trust Estate or any Trust share created hereunder in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, limited liability companies or similar entities, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective, or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary, or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries. References to powers herein related to shares of stock shall include such powers over other types of securities, including interests in partnerships, limited liability companies, and other similar entities.

(5) To abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration.

(6) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate or any Trust share created hereunder, for cash or on credit, at public or private sale, or to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as the Trustee may deem best, and no person dealing with the Trustee shall be bound to see to the application of any monies paid.

(7) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship), or in bearer form.

(8) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(9) To sell or exercise stock option, subscription, or conversion rights.

(10) To refrain from voting or to vote shares of stock which are a part of the Trust Estate or any Trust share created hereunder at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers, and privileges of an owner in respect to any securities constituting a part of the Trust Estate or Trust share.

(11) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting, and other rights of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(12) To borrow money with or without security and to encumber, mortgage, or pledge any asset of the Trust Estate for a term within or extending beyond the term of the Trust, in connection with the exercise of any power vested in the Trustee. If money is borrowed from the Trustee, the Trustee may charge interest thereon at a prevailing rate. In no event shall any mortgagee be under any obligation to verify the proper application of the loaned proceeds.

(13) To pledge the Trust Estate and to cause this Trust to guarantee loans made by others to a beneficiary or any business owned by the Trust.

(14) To enter for any purpose into a lease as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without option to purchase or renew for a term within or extending beyond the term of the Trust.

(15) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate public or private easements to private or public use without consideration, including by way of example qualified conservation and façade easements.

(16) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, and to raze existing or erect new party walls or buildings.

(17) To continue and operate any business or other enterprise owned by the Settlers or either of them at such Settlor's death, whether an interest in a proprietorship, partnership, limited liability company, business trust, corporation, or other form of business or enterprise, and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable by shareholders, members, or property owners, without liability for loss resulting from the continuance or operation of the business except for its own bad faith, gross negligence, and/or willful misconduct; and to merge or otherwise change the form of business organization or contribute additional capital, close out, liquidate, or sell the business at such time and upon such terms as it shall deem best.

(18) To collect, receive, and issue receipt for rents, issues, profits, and income of the Trust Estate.

(19) To insure the assets of the Trust Estate against damage or loss and to insure the Trustee, the Trustee's agents, and beneficiaries against liability arising from the administration of the Trust.

(20) To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the Trustee, exercise rights thereunder, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.

(21) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.

(22) To compromise, extend, assign, adjust or give partial release from, arbitrate, sue on, discharge, foreclose, or otherwise defend, abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration, or otherwise deal with and settle claims in favor of or against the Trust Estate or to prosecute or defend an action, claim, or judicial proceeding in any jurisdiction to protect the Trust Estate and the Trustee in the performance of the Trustee's duties, as the Trustee shall deem best.

(23) To exercise elections with respect to federal, state, and local taxes.

(24) To employ and compensate agents, accountants, investment advisors, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, appraisers, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust

Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care. A Trustee may employ any firm with which the Trustee is affiliated to provide services for and on behalf of the Trust for the proper administration of the Trust.

(25) To appoint a Trustee to act in another jurisdiction with respect to the Trust Estate located in the other jurisdiction, confer upon the appointed Trustee all of the powers and duties of the appointing Trustee, require that the appointed Trustee furnish security, and remove any Trustee so appointed.

(26) To determine what shall be fairly and equitably charged or credited to income and what to principal, including the power and authority in the exercise of its fiduciary responsibilities and in accordance with state law to credit realized capital gains to income and to charge income expenses to principal.

(27) To resolve a dispute concerning the interpretation of the Trust or its administration by mediation, arbitration, or other procedure for alternative dispute resolution.

(28) To consolidate, hold, and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(29) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

(30) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.

(31) To purchase property, real or personal, from either Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's Personal Representative and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized Trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem

advisable. The fact that the Settlor's Personal Representative and the Trustee are the same shall in no way affect the validity of this provision.

(32) To lend funds to either Settlor's general estate or to a beneficiary upon such terms and conditions as to interest rates, maturities, and security as the Settlor's Personal Representative and the Trustee consider to be fair and reasonable under the circumstances, the fact that they may be the same in no way affecting the validity of this provision.

(33) To receive property bequeathed, devised, or donated to the Trustee by either Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies, and other parties adding property to the Trust Estate.

(34) To combine assets of two (2) or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Settlor's intent and facilitates the trusts' administration without defeating or impairing the interests of the beneficiaries.

(35) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(36) For any Trust share being held hereunder, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, to divide such Trust share (a) with an inclusion ratio of neither one (1) nor zero (0) into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one (1) and the other to have an inclusion ratio of zero (0), or (b) into separate Trust shares for the benefit of one or more of the Trust beneficiaries, provided however, that (i) each beneficiary's interest in the resulting trusts (collectively) equals the beneficiary's interests in the original Trust share; (ii) the terms of each of the resulting trusts are the same as the terms of the original Trust, even though each permissible distributee of the original Trust is not a beneficiary of all of the resulting Trust shares, and (iii) such severance must neither shift the beneficial interest in the Trust to any beneficiary in a lower generation nor extend the time for vesting of any beneficial interest beyond the period provided for in the original Trust. The Trustee, in its sole discretion, may also create Trust shares to receive property with an inclusion ratio of either one (1) or zero (0), and if this cannot be done, refuse to accept property which does not have a matching inclusion ratio to the receiving Trust's ratio.

(37) If the Trustee shall act as the Personal Representative of either Settlor's estate, to elect to allocate any portion or all of such Settlor's generation-skipping transfer exemption provided for in Internal Revenue Code section 2631 or under similar future

legislation in effect at the time of such Settlor's death, to any portion or all of any other trusts or bequests in such Settlor's Will or any other transfer in which such Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlers anticipate that each Settlor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Internal Revenue Code section 2612, then in such other manner as the Trustee deems appropriate, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Internal Revenue Code to the extent such Settlor's Personal Representative deems in the best interest of the Settlor's estate.

(38) In the absence of any Personal Representative appointment for either Settlor's estate, the Trustee shall have discretion to allocate and transfer to the Surviving Spouse, if he or she shall survive the Settlor, any federal estate and gift tax credit that remains unused by the Settlor's estate after the Settlor's death (the deceased spousal unused exclusion amount).

ITEM XIV MARITAL DEDUCTION SAVINGS

Marital Deduction Savings Clause. It is expressly provided that the grant of rights, powers, privileges, and authority to the Trustee in connection with the imposition of duties upon the Trustee by any provision of this Trust Agreement or by any statute relating thereto shall not be effective if and to the extent that the same, if effective, would disqualify the marital deduction. It is the Settlers' intention that the Surviving Spouse have substantially that degree of beneficial enjoyment of the Trust Estate during his or her lifetime which the principles of the law of trusts accord to a person who is unqualifiedly designated as the life beneficiary of a trust and the Trustee shall not exercise its discretion in a manner which is not in accord with this expressed intention. The Trustee shall invest the Trust Estate so it will produce for the Surviving Spouse during his or her lifetime an income or use which is consistent with the value of the Trust Estate and with its preservation. It is expressly provided that the Trustee shall not in the exercise of its discretion make any determination inconsistent with the foregoing.

ITEM XV TREATMENT OF MINOR OR INCOMPETENT BENEFICIARY'S SHARE

Trustee's Discretion in Making Payments to a Person Under Age Twenty-One, Incompetent, or Incapacitated. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the medical care, education, support and maintenance in

reasonable comfort of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support, and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ITEM XVI PROTECTION OF DISABLED BENEFICIARY'S SHARE

Trustee Authority Regarding Beneficiaries Receiving Certain Government Assistance. If the Trustee reasonably believes that a beneficiary is receiving (or may receive) governmental benefits under the Supplemental Security Income Act ("SSI"), 42 U.S.C. §§1381 et seq., Medicaid, 42 U.S.C. §§1396 et seq., or other federal or state means-tested government benefit programs, then the Trustee may, in the Trustee's sole discretion, withhold any distribution due under this Trust Agreement to or for such beneficiary and retain such distribution amount as a discretionary, non-support, spendthrift trust share for the benefit of such beneficiary. In the alternative, the Trustee may establish a separate third-party supplemental needs trust for such beneficiary with such terms as the Trustee shall deem appropriate. It is the Settlers' intent that any supplemental needs retained trust share or separate trust provide the maximum benefit to the beneficiary without the principal and/or income of the trust share or separate trust being available to the beneficiary for the determination of the beneficiary's continued eligibility to receive such governmental assistance programs. If any such trust share or separate trust is created for the life of a beneficiary, then upon the death of such beneficiary, the trust share or separate trust shall be distributed to the beneficiary's issue, if any, per stirpes, or if there are no such issue, to the Settlers' issue, per stirpes. If either such continuing share or a separate trust for the beneficiary cannot be established, then the Trustee may create a first-party supplemental needs trust for the beneficiary pursuant 42 U.S.C. §1396p(d)(4).

ITEM XVII TREATMENT OF ADDICTED BENEFICIARY

Trustee Authority Regarding Beneficiaries Under Addictive Conditions. If the Trustee reasonably believes that a beneficiary is suffering from an alcohol, drug, gambling, chemical, or other addictive or compulsive disorder, the Trustee may require that the beneficiary participate in rehabilitation and/or therapy programs in order to continue to receive payments of income or principal provided for under this Trust Agreement. The Trustee shall have the sole discretion to determine the nature and the extent of the rehabilitative programs and medical treatments designed to treat the addiction or disorder in order to receive benefits under this Trust Agreement. The Trustee may consult with counselors and treatment providers to develop and implement medical, custodial, and rehabilitative programs for the beneficiary. The Trustee may pay the expenses of such therapy or treatments from the beneficiary's share of this Trust.

ITEM XVIII
TRUSTEE RESIGNATION AUTHORITY

Power of Trustee to Resign. Any Trustee may resign this trusteeship by giving thirty (30) days' notice in writing delivered to the Settlers in person or mailed to the Settlers' last known address, if both or either of the Settlers are then living, or to all of the then income beneficiaries, if both of the Settlers shall then be deceased. The resignation shall become effective as hereinafter provided. If a successor Trustee is appointed pursuant to the terms of the Trust Agreement, then such successor Trustee shall become the Trustee. If no successor Trustee is appointed by this Trust Agreement, then upon receipt of such notice, the Settlers, if living (or the income beneficiaries, by majority vote if both of the Settlers are then deceased), shall appoint a successor Trustee which may be either an individual or a bank or trust company to replace an individual Trustee or shall be a bank or trust company with regulated fiduciary powers to replace a corporate Trustee. Upon the failure of the Settlers (or the income beneficiaries, as appropriate) to appoint a successor Trustee who accepts the Trust within thirty (30) days from the time notice was delivered in person or mailed to the Settlers (or the income beneficiaries, as appropriate), the Trustee may resign to the court having jurisdiction over this Trust, which court may, if it deems advisable, accept the resignation and appoint a successor Trustee which shall be a bank or trust company with regulated fiduciary powers. Upon the appointment of and acceptance by the successor Trustee, the original Trustee shall pay over, deliver, assign, transfer, or convey to such successor Trustee the Trust Estate and make a full and proper accounting to the Settlers (or the income beneficiaries, as appropriate), whereupon its resignation shall become effective. The substitute or successor Trustee upon acceptance of this Trust and the Trust Estate shall succeed to and have all the rights, powers and duties, authority, and responsibility conferred upon the Trustee originally named herein.

ITEM XIX
DESIGNATION OF SUBSTITUTE TRUSTEE

Settlers During Their Joint Lifetimes to Designate Substitute or Successor Trustee. The Settlers during their joint lifetimes may name a substitute or successor Trustee by delivery to any Trustee herein a notice naming the successor or substitute Trustee and indicating an intent to replace the Trustee named. Upon receipt of such notice the Trustee named shall pay over, deliver, assign, transfer, or convey to such substitute or successor Trustee (which accepts the appointment as trustee), the Trust Estate and make a full and proper accounting to the Settlers, whereupon the Trustee named shall be discharged and have no further responsibility under this Trust Agreement. Upon the failure of the Trustee to make such conveyance the Settlers may apply to the court having jurisdiction of this Trust and such court may compel the conveyance by the Trustee. The substitute or successor Trustee upon acceptance of this Trust and the Trust Estate shall succeed to and possess all the rights, powers and duties, authority, and responsibility conferred upon the Trustee originally named herein.

ITEM XX
DEFINITIONS RELATING TO FAMILY

Definitions of Family. The following definitions shall be used to define the family:

(1) **Definition of Children.** For purposes of this Trust, "child" or "children" includes individuals entitled to take as a child under the laws of the State of South Carolina by intestate succession from the parent whose relationship is involved. Not included in this definition shall be either a person who is only a stepchild, a foster child, a grandchild, or any more remote descendant or a person who is otherwise excluded by the terms of this document. "Issue" of an individual means a descendant of an individual. A "descendant" of an individual means all of his (or her) descendants of all generations, with the relationship of parent and child at each generation being determined by the definition of child and parent contained the laws of the State of South Carolina. The terms "child," "children," "issue," "descendant," and "descendants" or those terms preceded by the terms "living" or "then living" shall include the descendant of the parent designated even though such descendant is born after the death of such parent.

(2) **Inclusion of Adopted Children.** For purposes of this Trust, if a person, who at the time of such legal adoption proceeding is commenced is then under the age of twenty-one (21) years, has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

(3) **Definition of Per Stirpes.** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ITEM XXI
DEFINITION OF INTERNAL REVENUE CODE TERMS

Definition of Words Relating to the Internal Revenue Code. As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit" ("unified credit" shall also mean "applicable credit amount"), "applicable exclusion amount," "applicable credit amount," "maximum marital deduction," "marital deduction," "pass," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to a deceased Settlor's estate. For purposes of this Trust Agreement, such Settlor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of such Settlor's death reduced by the aggregate of (1) the amount, if any, of such Settlor's exemption allocated to lifetime transfers of such Settlor by such Settlor or by operation of law, and (2) the amount, if any, such Settlor has specifically allocated to other property of the such Settlor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of such

Settlor's death such Settlor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and such Settlor has not yet filed a return, it shall be deemed that such Settlor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of such Settlor's death.

ITEM XXII SIMULTANEOUS DEATH

Simultaneous Death Provision Presuming Beneficiary Predeceases. If the Settlers should die under circumstances which would render it doubtful as to which Settlor died first, it shall be conclusively presumed for the purposes of this Trust that **JAMES B. SUDDUTH** died first. If any other beneficiary and a Settlor should die under such circumstances, it shall be conclusively presumed that the beneficiary predeceased such Settlor.

ITEM XXIII PAYMENT OF FUNERAL AND OTHER EXPENSES

Payment of Funeral Expenses and Expenses of Last Illness of Income Beneficiary. On the death of any person entitled to income or support from any Trust hereunder, the Trustee is authorized to pay the funeral expenses and the expenses of the last illness of such person from the principal of the Trust from which such person was entitled to income or support.


ITEM XXIV GOVERNING STATE LAW

State Law to Govern. This Trust Agreement and the trusts created hereby shall be construed, regulated, and governed by and in accordance with the laws of the State of South Carolina.

ITEM XXV SPENDTHRIFT RESTRICTION


Spendthrift Provision. Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale, or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the fiduciary hereunder, be liable for, or subject to, the debts, contracts, obligations, liabilities, or torts of any beneficiary.

Testimonium Clause. IN WITNESS WHEREOF, the Settlor and the Trustees have executed this Agreement as of the day and year first above written.

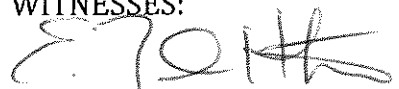


JAMES B. SUDDUTH
SETTLOR


MARJORIE D. SUDDUTH
SETTLOR


JAMES B. SUDDUTH
TRUSTEE


MARJORIE D. SUDDUTH
TRUSTEE

WITNESSES:

STATE OF SOUTH CAROLINA

)

)

P R O B A T E

COUNTY OF GREENVILLE

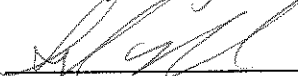
)

Personally appeared the undersigned witness and made oath that he saw the within named Settlers and Trustees sign, seal and as their act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.



Sworn to before me this

9 day of August 2013



Notary Public for South Carolina

My Commission Expires: 3/1/16

STATE OF SOUTH CAROLINA

)

)

ACKNOWLEDGMENT

COUNTY OF GREENVILLE

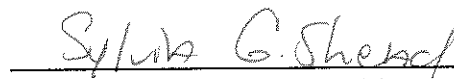
)

I, a Notary Public, within and for the State and County aforesaid do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by **JAMES B. SUDDUTH** and **MARJORIE D. SUDDUTH**, Settlers and Trustees, parties hereto, and was executed and acknowledged by them to be the Settlers' and Trustees' free act and voluntary deed.

WITNESS my signature this the 9th day of August, 2013.



Signature of Notary Public



Typed Name of Notary Public

Notary Public for: South Carolina

My commission expires: 3/10/16

SCHEDULE A

List of Joint and Separate Property

Schedule A. Trust Agreement dated the 9th day of August, 2013, between **JAMES B. SUDDUTH** and **MARJORIE D. SUDDUTH** as Settlers and **JAMES B. SUDDUTH** and **MARJORIE D. SUDDUTH**, as Trustees. By approving this Schedule, the Settlers agree that the property listed in paragraph A hereof is joint property of the Settlers, that the property listed in paragraph B is separate property of **JAMES B. SUDDUTH**, and that the property listed in paragraph C is separate property of **MARJORIE D. SUDDUTH**.

(A) Joint Property of Settlers:

(B) Separate Property of **JAMES B. SUDDUTH**:

½ interest in property located in Greenville County

TMS #s: 0528030101900
0528030101901

(C) Separate Property of **MARJORIE D. SUDDUTH**:

½ interest in property located in Greenville County

TMS #s: 0528030101900
0528030101901

APPROVED:


JAMES B. SUDDUTH


MARJORIE D. SUDDUTH

SETTLORS AND TRUSTEES

SCHEDULE "B"

List of Life Insurance Policies

Schedule B. Trust Agreement dated the 9th day of August, 2013, between **JAMES B. SUDDUTH** and **MARJORIE D. SUDDUTH** as Settlers and **JAMES B. SUDDUTH** and **MARJORIE D. SUDDUTH**, as Trustees. By approving this Schedule, the Settlers agree that the insurance policies listed in paragraph A hereof are owned by **JAMES B. SUDDUTH** and that the insurance policies listed in paragraph B are owned by **MARJORIE D. SUDDUTH**.

(A) Insurance Policies Owned by **JAMES B. SUDDUTH**:


N/A at this time

(B) Insurance Policies Owned by **MARJORIE D. SUDDUTH**:

N/A at this time

APPROVED:


JAMES B. SUDDUTH


MARJORIE D. SUDDUTH

SETTLORS AND TRUSTEES



AGENDA
GREER CITY COUNCIL
6/12/2018

First Reading of Ordinance Number 23-2018

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY (1) LOLA M. CRAWFORD, (2A/B) JAMES E. WRIGHT, SR. AND (3) JAMES E. WRIGHT, JR. LOCATED AT (1) 936 SOUTH SUBER ROAD, 2(A/B) 938 SOUTH SUBER ROAD AND (3) 942 SOUTH SUBER ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-M1, (RESIDENTIAL MULTI-FAMILY) FOR SAID PROPERTIES. (Action Required)

Executive Summary:

Ordinance #23-2018 is an annexation and zoning request for property located on Suber Road in Greenville County. The property for annexation totals 9.546 acres. The property is proposed for R-M1, Multifamily Residential, zoning. The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel.

Kelli McCormick, Planning Manager

ATTACHMENTS:

Description	Upload Date	Type
❑ Ord 23-2018 Cover Memo	6/8/2018	Cover Memo
❑ Ordinance Number 23-2018	6/8/2018	Ordinance
❑ Ord 23-2018 Exhibit A1 Deed	6/8/2018	Exhibit
❑ Ord 23-2018 Exhibit A2a Deed	6/8/2018	Exhibit
❑ Ord 23-2018 Exhibit A2b Deed	6/8/2018	Exhibit
❑ Ord 23-2018 Exhibit A3 Deed	6/8/2018	Exhibit
❑ Ord 23-2018 Exhibit B1 Plat	6/8/2018	Exhibit
❑ Ord 23-2018 Exhibit B2b Plat	6/8/2018	Exhibit
❑ Ord 23-2018 Exhibit B3 Plat	6/8/2018	Exhibit
❑ Ord 23-2018 Exhibit C Map	6/8/2018	Exhibit
❑ Ord 23-2018 Exhibit D Flood Map	6/8/2018	Exhibit
❑ Ord 23-2018 Personal Representative Paperwork	6/8/2018	Backup Material
❑ Ord 23-2018 Petition for Annexation	6/8/2018	Backup Material

Memorandum

To: Mr. Ed Driggers, City Administrator
From: Kelli McCormick, AICP, Planning Manager
Subject: Ordinance #23-2018
Date: June 6, 2018
CC: Tammy Duncan, Clerk to City Council

Ordinance #23-2018 is an annexation and zoning request for property located on Suber Road in Greenville County. The property for annexation totals 9.546 acres. The property is proposed for R-M1, Multifamily Residential, zoning.

The Planning Commission will conduct a public hearing on June 18, 2018 for the zoning of this parcel.

ORDINANCE NUMBER 23-2018

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY (1) LOLA M. CRAWFORD, (2A/B) JAMES E. WRIGHT, SR. AND (3) JAMES E. WRIGHT, JR. LOCATED AT (1) 936 SOUTH SUBER ROAD, 2(A/B) 938 SOUTH SUBER ROAD AND (3) 942 SOUTH SUBER ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-M1, (RESIDENTIAL MULTI-FAMILY) FOR SAID PROPERTIES.

WHEREAS, (1) Lola M. Crawford, (2 a/b) James E. Wright, Sr. and (3) James E. Wright, Jr. are the owners of properties located at (1) 936 South Suber Road, (2 a/b) 938 South Suber Road and (3) 942 South Suber Road more particularly described on the legal description attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the map attached hereto marked as Greenville County Parcel Numbers (1) 0535030100302, (2 a/b) 0535030100200 and (3) 0535030100300 containing approximately (1) 0.76 +/- acres, (2 a/b) 1.0 +/- acres and (3) 7.786 +/- acres attached hereto marked as Exhibit C and the National Flood Insurance Program Flood Insurance Rate Map No. 45045C0342E attached hereto marked as Exhibit D; and

WHEREAS, the properties currently have two (2) occupants; and

WHEREAS, (1) Lola M. Crawford, (2 a/b) James E. Wright, Sr. and (3) James E. Wright, Jr. have petitioned the City of Greer to annex their properties by one-hundred percent (100%) petition; and

WHEREAS, the properties are now outside the city limits of Greer but adjoins the city limits; and

WHEREAS, the property owners have requested that the subject properties be zoned R-M1, Residential Multi-Family; and

WHEREAS, the requested zoning is consistent with the land uses in the general area and the land planning of the city.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Greer, South Carolina, as follows:

1. ANNEXATION: The (1) 0.76 +/- acres, (2 a/b) 1.0 +/- acres and (3) 7.786 +/- acres of property shown in red on the attached map owned by (1) Lola M. Crawford, (2 a/b) James E. Wright, Sr. and (3) James E. Wright, Jr. located at (1) 936 South Suber Road, (2 a/b) 938 South Suber Road and (3) 942 South Suber Road more particularly described on the attached map as Greenville County Parcel Numbers (1) 0535030100302, (2 a/b) 0535030100200 and (3) 0535030100300 are hereby annexed into the corporate city limits of the City of Greer.

2. ZONING ASSIGNMENT: The above referenced properties shall be zoned R-M1, Residential Multi-Family pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.

3. LAND USE MAP: The above reference properties shall be designated as Residential Land Use 3 Community on the Land Use Map contained within the 2010 Comprehensive Plan for the City of Greer.

4. FLOOD INSURANCE RATE MAP: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 45045C0342E.

5. DISTRICT ASSIGNMENT: The above referenced properties shall be assigned to City Council District #6.

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Elizabeth Adams, Executive Administrative Assistant

Introduced by:

First Reading: June 12, 2018

Second and
Final Reading: July 10, 2018

Approved as to Form:

Daniel R. Hughes, Esquire
City Attorney

EXHIBIT

A-1

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

IN THE MATTER OF Walter Andrew Crawford

CASE NUMBER 92ES2300563

FILED
APR 20 1993

PROBATE COURT

4 30 PM '93
R.M.C.

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 10th day of April 1993 and.

WHEREAS, The estate of the decedent is being administered in the Probate Court for Greenville County, South Carolina in File # 92ES2300563 and.

WHEREAS, The grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent, and.

WHEREAS, The undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter, and.

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to

Name Lola Miller Crawford
Address: 936 S. Suber Road
Greer, SC 29650-9506

the following described property:

11-195-535.3-1-3.2

All that certain piece, parcel or lot of land, situate, lying and being in the State and county aforesaid, Chick Springs Township, lying on the eastern side of the Suber Road and to the rear of lot, now or formerly owned by James Wright, and being a part of the same property conveyed to H.E. Miller by deed of Mrs. L.E. Miller, et al recorded in Deed Book 206 at page 174, and having the following courses and distances, to wit:

BEGINNING on a point in the center of the said Suber Road, joint corner of the James Wright lot, and runs thence with the southern line of the said lot, N.74-45E., 210 feet to an iron pin, the southeast corner of the Wright lot; thence with the rear line of the said lot, N.25-20W., 159 feet to an iron pin on the Wright line and being the joint corner of the J.C. Miller property; thence with the Miller line, N.70-10E., 182 feet to an iron pin on the said line; thence with a new line, S.25-20E., 159 feet to an iron pin; thence S.54-15W., 184.3 feet to an iron pin; thence S.74-45W., 210 feet to a point in the center of the said Suber Road; thence with the said road, N.25-20W., 50 feet to the beginning corner, containing one and no/100 (1.00) acres, more or less.

This is the same property as conveyed to the deceased and the Grantee by deed of H.E. Miller dated July 5, 1973 and recorded July 5, 1973 in Deed Book 978 at page 361.

REC FEE 10.00

3724 000001 OPER.2

4-20-93 3:23PM

4328 1423

EXHIBIT

A-1

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in anywise incident or appertaining

BOOK 1512 PAGE 562

TO HAVE AND TO HOLD, all and singular, the said Premises Property unto the said
Lola Miller Crawford

their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed,
this 8th day of April, 1993

The Estate of Walter Andrew Crawford

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Signature:

Lola Miller Crawford
Lola Miller Crawford
Personal Representative

Witness:

Witness:

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PROBATE

PERSONALLY appeared before me the undersigned witness

and made oath that he/she saw the within named

Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with
the other witness

witnessed the execution thereof.

SWORN to before me this 8th day of
April, 1993

Witness Signature

James H. ...

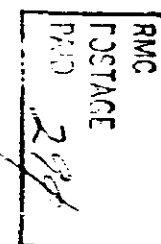
Notary Public for South Carolina
My Commission Expires: 9/30/97

Shirley W. Bradley

FILED FOR RECORD IN GREENVILLE
COUNTY SC RMC OFFICE AT 04:30 PM
04/20/93 RECORDED IN DEED
BOOK 1512 PAGE 0561
DCC # 93024157

James H. ...

24157



APR 20 1993

PAGE 2 OF 2

24157

4328 242

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE COURT

IN THE MATTER OF: DOROTHY NELL MILLER WRIGHT - DECEASED

CASE NUMBER: 06ES2301770

DEED OF DISTRIBUTION

WHEREAS, the decedent died on 09/04/06; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Greenville County, South Carolina in File # 06ES2301770; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent;

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: JAMES E WRIGHT SR
Address: 938 S. Suber Rd
GREEN SC 29650

the following described property:

MHP# 0535.03-01-002.00
938 S. Suber Rd.
GREEN SC 29650



2006121410

DEED/DIST

3 PGS

Book DE 2242

Page: 371-373

December 15, 2006 10:26:03 AM

Rec: \$10.00

Cnty Tax: \$0.00

State Tax: \$0.00

FILED IN GREENVILLE COUNTY, SC

EXHIBIT

A-2a

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the

 their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed, this 15 day of December, 2006

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF

Estate of: DOROTHY NELL MILLER WRIGHT

PR Signature: _____

James Edwin Wright
 JAMES EDWIN WRIGHT

2ND PR signature: _____
 (if applicable)

Witness: Lydia P. Bosnell

Witness: Patricia J. Warren

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with the other witness above witnessed the execution thereof.

SWORN to before me this 15 day of

December, 2006.

Witness Signature: _____

Lydia P. Bosnell

Patricia J. Warren

Notary Public for South Carolina

My Commission Expires: 3-30-2010

EXHIBIT

A-2a

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS, that

I, James E. Wright, FILLED

BOOK 1455 PAGE 377

in consideration of One and No/100 (\$1.00)
Love and Affection

NOV 22 1991

Dollars.

the receipt of which is hereby acknowledged have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto Dorothy M. Wright, her heirs and assigns forever:

AN undivided one-half (1/2) interest in and to the following described property:

ALL that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, located about three and one-half miles southwest from Greer, lying on the eastern side of the Suber Road, being a part of Tract No. 2 as shown on Plat of Property of Charles Miller Estate made by H. S. Brockman, Surveyor, September 10, 1930, and having the following courses and distances, to wit:

11-196-535.3-1-2
BEGINNING on an iron pin in the center of the Suber Road, joint corner of the J. T. Hamby lot, and running thence with the Hamby line N. 74-45 E. 210 feet to an iron pin on the Hamby line; thence a new line S. 25-30 E. 210 feet to an iron pin, new corner; thence another new line S. 74-45 W. 210 feet to an iron pin in the center of the said Suber Road (iron pin also back on line at 17 feet on the bank of the road); thence with the center of the said road N. 25-30 W. 210 feet to the beginning corner, and containing one (1) acre, more or less.

THIS is the same property conveyed to the Grantor hereby by deed of Henry E. Miller dated April 17, 1950, and recorded on May 3, 1950, in Deed Book 408, Page 395.

NO FURTHER SEARCH
together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise connected or appertaining, to have and to hold all and singular the premises before mentioned unto the grantees, and the grantees' heirs or successors and assigns, forever. And the grantor doth hereby bind the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs or successors and against every person whomsoever lawfully claimed or to claim the same or any part thereof.

WITNESS the grantor's hand(s) and seal(s) this 18th day of November 1991.

SIGNED, sealed and delivered in the presence of

Lynnda B. Mayfield
Judy M. Jeffers

James E. Wright (SEAL)
James E. Wright (SEAL)
(SEAL)
(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor(s) act and deed, deliver within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 18th day of November 1991.

Lynnda B. Mayfield (SEAL)
Notary Public for South Carolina

My commission expires

11/21/2000

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2006121410 Book: DE 2242 Page: 371-373
December 15, 2006 10:26:03 AM

Timothy J. Manning

1000

938 E. Suber Rd.
Greensc 29650

GRANTEE'S ADDRESS:

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TITLE TO REAL ESTATE

EXHIBIT

A-2b

KNOW ALL MEN BY THESE PRESENTS, that JAMES E. WRIGHT, JR.

in consideration of FIVE AND NO/100 (\$5.00), Love and Affection Dollars,

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto JAMES E. WRIGHT, SR., HIS HEIRS AND ASSIGNS FOREVER,

SEE EXHIBIT A, ATTACHED



2009062922

DEED
2 PGS

Book: DE 2360 Page: 2973-2974

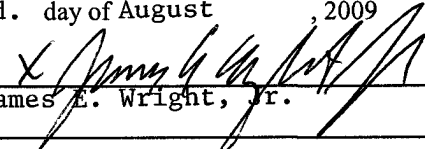
August 06, 2009 01:00:42 PM Cons: \$5.00
Rec: \$10.00 Cnty Tax: EXEMPT State Tax: EXEMPT

FILED IN GREENVILLE COUNTY, SC

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's (s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's(s') hand(s) and seal(s) this 3rd. day of August, 2009

SIGNED, sealed and delivered in the presence of:


James E. Wright, Jr.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

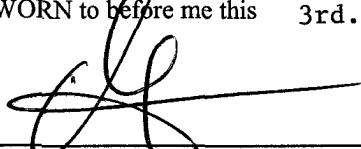
STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENVILLE

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's (s') act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 3rd. day of August, 2009


Notary Public for South Carolina

My commission expires 8-31-14

(SEAL)

EXHIBIT

A-2b

EXHIBIT A

ALL that piece, parcel or lot of land, located in Greenville County, State of South Carolina, and being shown as 5257 Sq. Ft., 0.121 acre, on a survey for James E. Wright, Sr., dated July 22, 2009, by AC&S Engineering and Surveying, Inc., to be recorded herewith.

Plat: BK:1091 PG:6

This is a part of the same property conveyed to James E. Wright, Jr., by Deed of Joan M. Harbin, Dorothy M. Wright and Lola M. Crawford, recorded in the ROD Office for Greenville County on November 7, 2003, in Deed Book 2062 at Page 1827 and subject to all restrictions, easements, rights-of-way and roadways of record, on the recorded plats or on the premises.

TMS # 0535.03-01-00-300

This Conveyance is made subject to all easements, conditions, covenants, rights-of-ways, if any, appearing of record on the premises or on the recorded plat which may affect the property herein above described.

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2009062922 Book: DE 2360 Page: 2973-2974
August 06, 2009 01:00:42 PM

Timothy L. Harney

BOOK 2062 PAGE 1827 ✓

FILED
GREENVILLE

2003 NOV -7 P 4: 02

JUDY C. L...
REGISTER OF DEEDSNO TITLE EXAMINATION OR CERTIFICATION BY
REESE & MCKINNEY LAW FIRM
304 North Main Street, Greer, SC 29650GRANTEE'S ADDRESS:11 Meadow Springs Lane
Greer, SC 29650STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) **WARRANTY DEED**

KNOW ALL MEN by these presents, that **Joan M. Harbin, Dorothy M. Wright, and Lola M. Crawford**, in consideration of the sum of One Hundred Eighty Thousand and no/100th (\$180,000.00) Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto **James E. Wright, Jr.**, His Heirs and Assigns Forever:

ALL that piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, fronting on the northeasterly side of South Suber Road a distance of 279.34 feet, containing 7.672 acres in accordance with plat entitled SURVEY FOR DOROTHY M. WRIGHT, JOAN M. HARBIN & LOLA M. CRAWFORD, prepared by Chapman Surveying Co., Inc., dated July 23, 1997 and recorded on October 1, 2003 in Plat Book 47-L at Page 78 in the Office of the Register of Deeds for Greenville County. Reference is made to said plat for a more complete property description.

(11) 195 - 535.3 - 1 - 3

This is a portion of the property devised to the Grantors by the Will of their late father Henry E. Miller who died testate on February 15, 1980 as appears by reference to Greenville County Probate Apartment 1339, File 1. Reference is also made to a deed from Nell S. Miller recorded on March 3, 1993 in Deed Book 1507 at Page 220. Reference is also made to a Corrective Deed from Nell S. Miller recorded on March 31, 1995 in Deed Book 1608 at Page 477.

STATE	468.00
OCT 31 2003	
COUNTY	198.00

1

131973

10-31-2003 10:00 AM

RECEIVED

10.31

BOOK 2062 PAGE 1828

This conveyance is subject to all restrictions, easements, rights-of-way, roadways and zoning ordinances of record affecting the above described property and to such matters as would appear from a current resurvey of the property.

TAX MAP REFERENCE: 0535.03-01-003.00

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee and the Grantee's heirs or successors and assigns, forever. And, the Grantors do hereby bind the Grantors and the Grantors' heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantors' hands and seals this 22nd day of October, 2003.

Signed, sealed and delivered
in the presence of:

Willie S. Mize

Dorothy M. Wright (SEAL)
DOROTHY M. WRIGHT

Joan M. Harbin

Joan M. Harbin (SEAL)
JOAN M. HARBIN

Lola M. Crawford (SEAL)
LOLA M. CRAWFORD

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantors sign, seal and as their act and deed, deliver the within written Deed; and that the undersigned witness, with the other witness subscribed above, witnessed the execution hereof.


Willie S. Mize
Witness

Sworn to before me, this
22ND day of October, 2003.

EXHIBIT

A-3

BOOK 2062 PAGE 1829

 Mary Manauls (SEAL)
Notary Public for South Carolina
My Commission Expires: Sept. 3, 2012

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 04:02 PM
11 07 03 RECORDED IN DEED
BOOK 2062 PAGE 1827 THRU 1829
DOC # 2003131973

Judy A. Hiv

EXHIBIT

B-1

PROPERTY OF
WALTER A. CRAWFORD

AND

LOLA M. CRAWFORD

LOCATED 3 MILES WEST OF GREER
CHICKSPRINGS TOWNSHIP - GREENVILLE CO.

SOUTH CAROLINA

SCALE: 1"=40 FEET - JUNE 30 1973

H.S. BROCKMAN, RLS #959
GREER, S.C.

JAMES WRIGHT

N. 74-45 E. → 210'

← S. 74-45 W. 210'

H. E. MILLER

J. C. MILLER

I.P. N. 70-10 E. → 182' I.P.

N. 25-20 W. → 159'

1.00 ACRE.

← S. 25-20 E. 159'

H. E. MILLER

I.P.

N. E.

← S. 54-15 W. 184.3'

I.P.

MICROFILMED

NOV 9 1973

18-0-4

FILED
GREENVILLE CO. S.C.
NOV 9 9 07 AM '73
DONNIE S. TANKERSLEY
R.M.C.

NOV 9, 1973

12680

RECORDING FEE
PAID \$ 125

POSTAGE
PAID \$ 00

Plat recorded November 9, 1973 at 9:07 A.M. #12680

EXHIBIT

B-2b



ETX BRIDGE RD.



August 06, 2009 01:00:41 PM
Rec:\$10.00 Cnty Tax:\$0.00 State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

LEGEND

BEARING & DISTANCE	LINE SURVEYED
(BEARING & DISTANCE)	LINE NOT SURVEYED
(BY DEED OR PLAT)	
R/W	RIGHT-OF-WAY
	WATER METER
	WATER VALVE
	LIGHT POLE
	POWER OR UTILITY POLE
OHE	OVERHEAD ELECTRIC LINE
	IRON PIN SET (5/8" REBAR)
	IRON PIN FOUND
	UNMARKED POINT
	TREE
CT	CRIMPED TOP
P.O.B.	POINT OF BEGINNING
N/F	NOW OR FORMERLY
TM	TAX MAP
DB	DEED BOOK
PB	PLAT BOOK

THIS PLAT IS NOT A SUBDIVISION
AS DEFINED BY THE GREENVILLE
COUNTY LAND DEVELOPMENT REGULATIONS
8.6.09
Date
Authorized Representative of
Greenville County Planning Commission

SOUTH SUBER ROAD
(50' RIGHT-OF-WAY)

N/F
JAMES E. WRIGHT SR.
TM# 0535030100200

N74°49'52"E 210.39
5257 SQ. FT.
0.121 ACRES
TO BE COMBINED WITH TM#0535030100200
N74°49'52"E 210.20

N/F
LOLA CRAWFORD
DB 1512/PG 561

N/F
JAMES E. WRIGHT JR.
TM# 0535030100300
DB 2062 / PG 1827
PB 47L / PG 78

339,152 SQ. FT.
7.786 ACRES

IPO
1/2" REBAR

N54°19'52"E
184.30

IP
1/2" REBAR
25.36
S24°51'50"E
24.97
IP
1/2" REBAR

WELL

HOUSE

BARN

IP
1/2" REBAR
IP AT 25.0
1/2" REBAR

N25°18'17"W
25.40
R/W

N25°18'17"W
304.35
R/W

IPO
2" OPEN TOP

S45°21'53"W
214.45

N/F
NAOMI K. GREEN
DB 958/PG 211

OLD
NAIL

ALEXANDER
ROAD

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2009062921 Book:PLL 1091 Page:6-6
August 06, 2009 01:00:41 PM

Timothy J. Manning

0 60' 120' 180'
1" = 60'

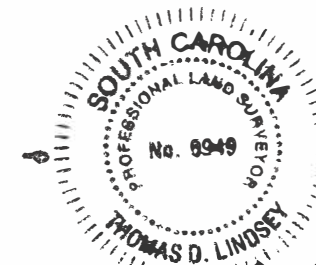


ENGINEERING AND SURVEYING, INC.
3 Marcus Drive, Greenville, SC 29615
Ph (864) 286-0553, Fax (864) 288-0559

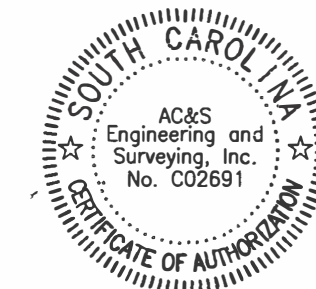
CERTIFICATE OF ACCURACY

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.

This plat was prepared by, or under supervision of:



THOMAS D. LINDSEY



SURVEY FOR JAMES E. WRIGHT, SR

GREER
GREENVILLE COUNTY, SC

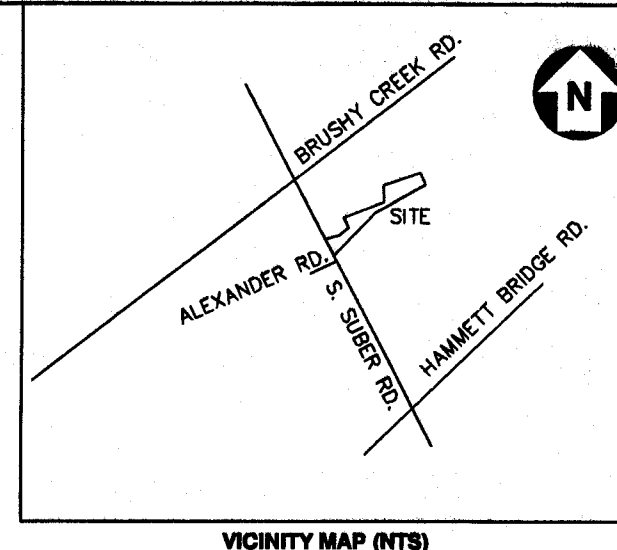
AC&S JOB NO:

DATE SURVEYED:
07-22-09

PARTY CHIEF: D. LINDSEY
DRAWN BY: B. FITZMORRIS
TAX MAP # 0535030100200

EXHIBIT
B-3

2009062920 PLAT/LG
1 PG
Book: PLL 1091 Page: 5-5
August 06, 2009 01:00:40 PM
Rec:\$10.00 Cnty Tax:\$0.00 State Tax:\$0.00
FILED IN GREENVILLE COUNTY, SC



ACS
Engineering and Surveying, Inc.
3 Marcus Drive, Greenville, SC 29615
Ph: (864) 288-0503, Fax: (864) 288-0559

CERTIFICATE OF ACCURACY


I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEYED HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL STANDARDS FOR PROFESSIONAL SURVEYING, THE NATIONAL MANUAL FOR THE PRACTICE OF LAND SURVEYING AND SURVEYING, AND THE CLASS B SURVEY AS SPECIFIED THEREIN.

This plot was prepared by, or under supervision of:

THOMAS D. LINDSEY
PROFESSIONAL LAND SURVEYOR
No. 6348
THOMAS D. LINDSEY
JULY 11, 1994

THOMAS D. LINDSEY
Type or Print Name


SC 6949 06/11/08



A circular professional engineer seal for the State of South Carolina. The outer ring contains the text "SOUTH CAROLINA" at the top and "CERTIFICATE OF AUTHORIZATION" at the bottom, separated by two five-pointed stars. The center of the seal contains the text "AC&S Engineering and Surveying, Inc." and the license number "No. C02691".

SURVEY FOR
JAMES E. WRIGHT JR.
PROPERTY ADDRESS:
942 SOUTH SUBER ROAD
GREER
GREENVILLE COUNTY, SC

ISSUES/REVISIONS:

 REVISED BOUNDARY

07--22-0

AC&S JOB NUMBER:

DATE SURVEYED:

08-18-08

PARTY CHIEF: D. LINDSEY

DRAWN BY: B. FTTZMORRIS

DATE SURVEYED: 06-18-08

TAX MAP # 0839030100300

DEED BOOK 2082 PAGE 1827

PLAT BOOK 47L PAGE 78

THIS PLAT IS NOT A SUBDIVISION
AS DEFINED BY THE GREENVILLE
COUNTY LAND DEVELOPMENT REGULATIONS

8.6.09 P.L. Jones
Date Authorized Representative of
Greenville County Planning Commission

N/F
CARLOS & AMELIA JIMENEZ
DB 1688/PG 950

N/F
JAMES E. WRIGHT JR.
TM# 0535030100300
DB 2062 / PG 1827
PB 47L / PG 78

339,152 SQ. FT.
7.786 ACRES

N/F
MARVIN G. SATTERFIELD
DB 1317/PG 1

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2009062920 Book: PLL 1091 Page: 5-5
August 06, 2009 01:00:40 PM

LEGEND

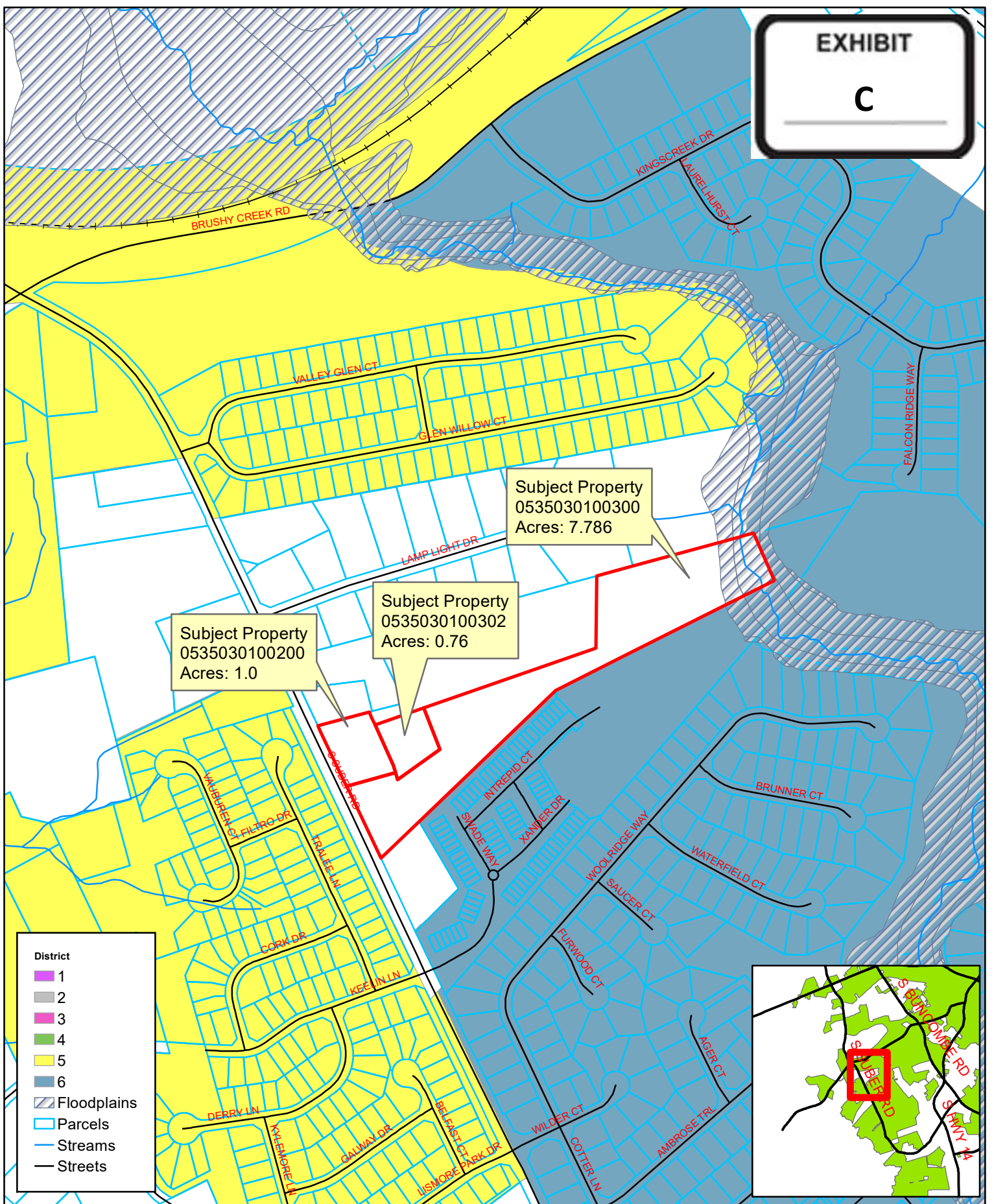
READING & DISTANCE	LINE SURVEYED
(READING & DISTANCE)	LINE NOT SURVEYED
(BY DEED OR PLAT)	RIGHT-OF-WAY
N/W	WATER METER
⊙	POLE OR UTILITY POLE
—OHC—	OVERHEAD ELECTRIC LINE
⊙	Gas
18" ROP	STORM DRAIN LINE
—	○ IRON PIN SET (SE 1/4 REBAR)
—	○ IRON PIN FOUND
—	⊙ RR SPIKE FOUND
—	○ UNMARKED POINT
—	■ CEMENT MONUMENT FOUND
—	TEMPORARY BENCH MARK
P.O.C.	1 SIGN
P.O.B.	POINT OF COMMENCEMENT
N/T	POINT OF BEGINNING
N/T	NOW OR FORMERLY
TM	TAX MAP
DB	DEED BOOK
PB	PLAT BOOK
RCF	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
N/W	RIGHT-OF-WAY

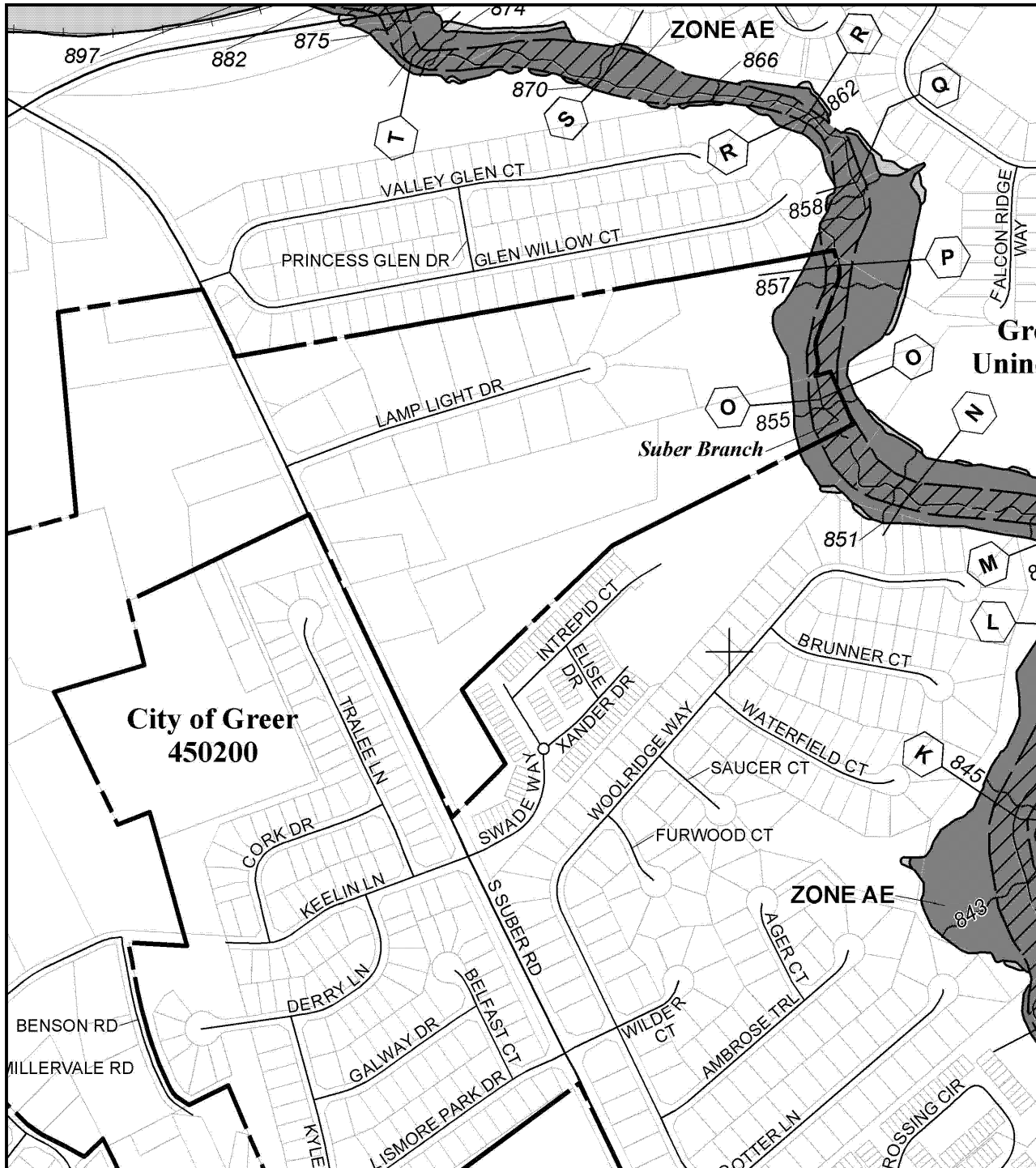
0 60' 120' 180'

1" = 60'

EXHIBIT

C





Program at 1-800-638-6620.



MAP SCALE 1" = 500'

0 250 500 750 1,000 FEET

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0342E

FIRM

FLOOD INSURANCE RATE MAP
GREENVILLE COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS

PANEL 342 OF 625

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GREENVILLE COUNTY	450089	0342	E
GREER, CITY OF	450200	0342	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
45045C0342E

MAP REVISED
AUGUST 18, 2014

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF GREENVILLE

FIDUCIARY LETTERS

IN THE MATTER OF:

JAMES WRIGHT

CASE NUMBER: 2018ES2300121

(Decedent)

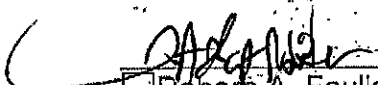
- ☒ PERSONAL REPRESENTATIVE
☐ SUCCESSOR PERSONAL REPRESENTATIVE
☐ SPECIAL ADMINISTRATOR

On the 20th day of February 2018, **JAMES EDWIN WRIGHT JR** was appointed and qualified as Fiduciary of the above matter by this Court, with all the authority granted to a fiduciary by law.

NOW, THEREFORE, LETTERS are issued as evidence of such appointment, qualification, and authority of the above fiduciary to do and to perform all acts, which may be authorized by law.

RESTRICTIONS

Executed the 20th day of February 2018

- 
☐ Debora A. Faulkner, Probate Court Judge
☐ Caroline M. Horlbeck, Associate Probate Court Judge
☒ Tracy Sharp-Robertson, Deputy Probate Court Judge



301 East Poinsett Street
Greer, South Carolina 29651
(864) 801-2009

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 936 S Suber Rd. Greer 29650 more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 0535030100302 attached hereto marked as Exhibit C containing approximately 0.76 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

This petition is submitted under the provisions of S.C. Code §5-3-150(3), authorizing the City Council to annex an area when presented with a petition signed by **one hundred (100%) percent** of the freeholders owning **one hundred (100%) percent** of the assessed value of real property in an area proposed to be annexed. This petition and all signatures thereto shall be open for public inspection on demand at the City Hall, located at the address set forth above. If the petition is still in circulation for signatures, or otherwise not available, at the time demand is made, then it shall be made available as soon thereafter as reasonably practical. Any person who seeks to challenge the annexation, and who has standing to do so, should act in accord with the requirements of Chapter 3 of Title 5 of the South Carolina Code.

DATE OF PETITION: This petition is dated this 15 day of May, 2018 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

Print Name: Crawford Lola Miller

Signature: Lola M. Crawford

Address: 936 S Suber Rd. Greer 29650

Witness: [Signature]

Date: 5/24/18

Parcel Address: 936 S Suber Rd.

Tax Map Number: 0535030100302

Print Name: _____

Signature: _____

Address: _____

Witness: _____

Date: _____

Parcel Address: _____

Tax Map Number: _____



301 East Poinsett Street
Greer, South Carolina 29651
(864) 801-2009

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 938 S Suber Road more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 0535030100200 attached hereto marked as Exhibit C containing approximately 1 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

This petition is submitted under the provisions of S.C. Code §5-3-150(3), authorizing the City Council to annex an area when presented with a petition signed by **one hundred (100%) percent** of the freeholders owning **one hundred (100%) percent** of the assessed value of real property in an area proposed to be annexed. This petition and all signatures thereto shall be open for public inspection on demand at the City Hall, located at the address set forth above. If the petition is still in circulation for signatures, or otherwise not available, at the time demand is made, then it shall be made available as soon thereafter as reasonably practical. Any person who seeks to challenge the annexation, and who has standing to do so, should act in accord with the requirements of Chapter 3 of Title 5 of the South Carolina Code.

DATE OF PETITION: This petition is dated this ____ day of _____, 20____ before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

Print Name: <u>JAMES F WRIGHT JR</u>	Print Name: _____
Signature: <u>[Signature]</u> Personal Representative	Signature: _____
Address: <u>11 Meadow Springs Lane</u>	Address: _____
Witness: <u>Chad Leight</u>	Witness: _____
Date: <u>5-25-2018</u>	Date: _____
Parcel Address: <u>938 S. Suber Rd</u>	Parcel Address: _____
Tax Map Number: <u>0535030100200</u>	Tax Map Number: _____



301 East Poinsett Street
Greer, South Carolina 29651
(864) 801-2009

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 942 S. Suber Rd. more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 0535030100300 attached hereto marked as Exhibit C containing approximately 7.7 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

This petition is submitted under the provisions of S.C. Code §5-3-150(3), authorizing the City Council to annex an area when presented with a petition signed by **one hundred (100%) percent** of the freeholders owning **one hundred (100%) percent** of the assessed value of real property in an area proposed to be annexed. This petition and all signatures thereto shall be open for public inspection on demand at the City Hall, located at the address set forth above. If the petition is still in circulation for signatures, or otherwise not available, at the time demand is made, then it shall be made available as soon thereafter as reasonably practical. Any person who seeks to challenge the annexation, and who has standing to do so, should act in accord with the requirements of Chapter 3 of Title 5 of the South Carolina Code.

DATE OF PETITION: This petition is dated this ____ day of _____, 20____ before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

Print Name: <u>JAMES F. WRIGHT JR</u>	Print Name: _____
Signature: <u>[Signature]</u>	Signature: _____
Address: <u>11 Meadows Springs Lane Greer, SC 29650</u>	Address: _____
Witness: <u>Church Kuyper</u>	Witness: _____
Date: <u>5-25-2018</u>	Date: _____
Parcel Address: <u>942 S. Suber</u>	Parcel Address: _____
Tax Map Number: <u>0535030100300</u>	Tax Map Number: _____

Category Number: XI.
Item Number: H.



AGENDA
GREER CITY COUNCIL
6/12/2018

First Reading of Ordinance Number 24-2018

Summary:

CITY OF GREER BUDGET ORDINANCE FISCAL YEAR 2018 - 2019
AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF THE CITY OF GREER, SOUTH
CAROLINA, MAKING APPROPRIATIONS THEREFORE, LEVYING TAXES, AND TO
PROVIDE FOR AN EFFECTIVE DATE. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ Ordinance Number 24-2018	6/8/2018	Ordinance

ORDINANCE NUMBER 24 – 2018

CITY OF GREER BUDGET ORDINANCE FISCAL YEAR 2018 - 2019

AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF THE CITY OF GREER, SOUTH CAROLINA, MAKING APPROPRIATIONS THEREFORE, LEVYING TAXES, AND TO PROVIDE FOR AN EFFECTIVE DATE.

To provide for the levying of taxes for ordinary purposes in the City of Greer for the Fiscal Year beginning July 1, 2018, and ending June 30, 2019, by the City Council of the City of Greer, and to provide for the expenditure thereof.

WHEREAS:

- (1) SECTION 5-11-40 (c) of the South Carolina Code of Laws (1976), as amended, provides the authority to prepare an annual budget for all departments and agencies of the City Government; and
- (2) The annual budget shall be based upon estimated revenues and shall provide appropriations for City operations and debt service for all City departments; and
- (3) Pursuant to the above noted section of the Code of Laws, total funds appropriated in Fiscal Year 2018-2019 for the above purposes shall not exceed estimated revenues and carry forward funds available for expenditure in Fiscal Year 2017-2018.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREER, SOUTH CAROLINA, DULY ASSEMBLED THAT:

SECTION 1: Funds appropriated herein are to be expended only in compliance with policies adopted by Council or, at Council's direction, as formulated and implemented by the City Administrator, either existing or adopted.

SECTION 2: The City Administrator is hereby authorized to arrange for the issuance of tax anticipation notes from time to time in anticipation of receipt of taxes by requesting bids for the issuance of such notes from such financial institutions as he shall determine. The aggregate amount of tax anticipation notes authorized hereunder to be issued by the City shall not exceed \$3 million. The notes shall be issued in compliance with State and Federal law. At the option of the City Administrator, the City may issue the notes as federally tax-exempt notes or as federally taxable notes. If the notes are issued as federally tax-exempt, then the notes are designated as qualified tax-exempt obligations under Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"). If the notes are issued as taxable for federal income tax purposes, then the interest on the notes is not excludable from gross income for federal income tax purposes under Section 103 of the Code. The City Administrator is authorized to award the notes to the financial institution offering the lowest rate of interest to the City and to name the Paying Agent, if any, for the issue without further action of the City Council. The note shall be executed by the Mayor or the City Administrator and be attested by the Municipal Clerk.

SECTION 3: Council reserves the right to amend and alter any appropriation contained herein.

SECTION 4: Departmental appropriations are absolute. Department Heads shall not exceed the department sub-total amounts budgeted without prior approval by the City Administrator. The City Administrator must approve expenditure of contingency funds and transfers between line items within departments. However, contingency funds appropriated to the Mayor and City Council shall only be used at the discretion of the Mayor and City Council.

SECTION 5: Expenditures for any department should not exceed one-fourth (1/4) of its annual budget during each quarter of the budget cycle, except upon prior approval by the City Administrator. The purchase of supplies and repairs must be in accordance with provisions of the City's purchasing policy and any purchase or order which would obligate the City to continuous charges must be approved by the City Administrator prior to commitment of the City, provided, however, that the Administrator is authorized to purchase used vehicles and equipment from scheduled surplus equipment sales sponsored by City, County, State and Federal governmental agencies, outside of normal purchasing ordinances and procedures of the City. Items shall be purchased with funds from departments to which the equipment will be assigned or at the City Administrator's discretion.

SECTION 6: All non-Federal funds not expended during the Fiscal Year shall accrue to the City's General Fund for re-allocation during subsequent Fiscal Years. Federal funds which are earmarked shall be carried forward in accordance with Federal mandates. Where no mandate exists, the funds shall be transferred to the City's General Fund for re-appropriation. Individual accounts may be carried forward only upon approval of Council.

SECTION 7: All revenues provided for by law shall be collected and placed in ordinary City funds to supplement and provide sufficient funds for all ordinary City purposes. No public funds of the City of Greer shall be deposited unless the bank or depository shall pledge to the City Administrator a security equal in value to the funds deposited, after Federal Deposit Insurance Corporation guarantees have been considered. The security shall consist of either a surety bond executed by a licensed surety company, United States Government Bonds, bonds of the states of the United States or their political subdivisions, or such other security as shall be approved in writing by a majority of the City Council.

SECTION 8: Such funds as are herein appropriated as City contribution, donation or other support of any City agency or civic organization shall be made available on letter request by such agency or organization, to be disbursed in quarterly payments at the end of each quarter or at the direction of the City Administrator. A copy of the agency's previous year's audit shall be filed with the Municipal Clerk prior to such disbursement. An annual memorandum of understanding (MOU) must be submitted to and accepted by the City Administrator identifying the services or benefit(s) provided to the City.

SECTION 9: No property owned by the City of Greer shall be sold or optioned without prior approval of City Council. However, the City Administrator is authorized to trade vehicles and other equipment for subsequent purchases and to conduct periodic auctions and/or sealed bid offers of identified surplus city property.

SECTION 10: Fees collected by all offices shall be remitted to the Finance Department for deposit for their respective City purposes.

SECTION 11: The County Auditors of Greenville and Spartanburg Counties shall levy an ad valorem tax on all taxable property owned and used in the City of Greer, South Carolina, except such as exempt from taxation under the Constitution and laws of the state of South Carolina. The tax shall be collected and paid into the treasuries of Greenville and Spartanburg Counties, respectively, for credit to the City of Greer. The assessed value for the City is estimated to be \$125,092,382. The millage rate for the City of Greer is projected to be 97.8. The millage rate for the City of Greer for the fiscal year 2017-2018 was 97.8. There is no increase in the millage rate. 14.33 mills are required for satisfaction of debt service, and 83.47 mills are required for general operations. The estimated value of one (1) mill is \$125,092.

SECTION 12: The current fiscal year 2017-2018 budget revenue and expenditures are \$24,181,819 for the twelve (12) month period ending June 30, 2018. The projected revenue and expenditures for fiscal year 2018-2019 budget are \$25,965,208. The projected increase in revenue and expenditures is 7.37 percent.

SECTION 13: The annual budget documents and the estimated revenue for the payment of same is hereby adopted and is made a part of this Ordinance as fully as if incorporated herein.

SECTION 14: Funds sufficient to cover all fiscal year 2017-2018 budget items encumbered but unpaid at the close of the fiscal year shall be carried forward from the fiscal year 2017-2018 budget to the succeeding budget to meet such lawful obligations of the City of Greer.

SECTION 15: The financial policies of the City of Greer state that the City would establish a Contingency Fund, exclusive of all other reserves readily available for use in emergencies, to be established when prudently and financially feasible to do so. Greer City Council established and authorized the Contingency Fund for the fiscal year ended June 30, 2017. The Contingency Fund is funded through the reserves of the City's General Fund, calculated from the prior fiscal year's results of operations at a rate equivalent to that of 1% of the operational expenditures plus transfers to other funds, as detailed in the City's audited financial statements.

SECTION 16: All provisions of this Ordinance shall take effect on the 1st day of July, 2018.

SECTION 17: Any transfer of funds, except as allowed for in this ordinance, must be approved by a majority vote of the Greer City Council. Expenditure of funds from the General Fund and other City funds, as outlined in the General Fund budget or other budget as approved by City Council, is hereby approved by the City Council and the City Administrator is authorized to expend funds accordingly. The Capital Equipment Fund budget, Contingency Fund budget, Debt Service Fund budget, Sanitation Services Fund budget, Hospitality and Accommodations Taxes Fund budget, Recreation Programs Fund budget, Facilities Use Fund budget, Real Property Fund budget, Road Paving Fund budget, and Storm Water Fund budget are presented and approved for the convenience of the Greer City Council and staff, and for the ease of administration of appropriated funds.

SECTION 18: Should any section of this Ordinance be found in violation of any State or Federal statute, said ruling shall have no effect on the remaining portions of this document.

SECTION 19: The City Administrator shall be authorized to establish an employee bonus pool to hold funds for annual distribution to employees based on merit and length of service. The pool shall be funded by the immediately prior fiscal year's revenues in excess of expenditures. Any annual contribution to the bonus pool shall be determined by the following criteria after receipt of the financial audit: 1) Any millage assessed for the purpose of fund balance replenishment shall be used solely for that purpose. 2) Any additional increase to fund balance shall be divided evenly, 50/50, with half of the funds being used exclusively to improve fund balance position, and half to fund the employee bonus pool at an amount up to, but not exceeding two percent (2%) of the total appropriation for employee salaries for the current fiscal year.

3) The pool shall be distributed to employees based on seniority and merit. 4) Any bonus amount will be subject to usual and customary employment taxes to both the employer and to the employee. 5) Any bonus available for distribution will be presented to employees during the annual Employee Appreciation Breakfast held in December. If it is determined that sufficient funds are available to allow a bonus distribution, there shall be a minimum distribution of \$100 for all part time employees and \$200 for all full time employees.

SECTION 20: The 2018-2019 Comprehensive Fee Schedule for the City of Greer is hereby approved and made a part of this Ordinance as fully as if incorporated herein. This ordinance shall repeal and replace in its entirety Ordinance 13-2008 and any subsequent amendments, originally adopting the Comprehensive Fee Schedule.

ADOPTED in regular meeting this 26th day of June, 2018.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela V. Duncan, Municipal Clerk

Edward R. Driggers, City Administrator

David H. Seifert, CPA, Chief Financial Officer

Introduced by:

First Reading: June 12, 2018

Public Hearing: June 26, 2018

**Second and
Final Reading:** June 26, 2018