



**AGENDA
GREER CITY COUNCIL**

July 10, 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. Councilwoman Judy Albert

IV. PUBLIC FORUM

V. MINUTES OF COUNCIL MEETING

**A. June 26, 2018
(Action Required)**

VI. DEPARTMENTAL REPORTS

**A. Parks and Recreation Department
Ann Cunningham, Director will highlight her Activity Report**

VII. ADMINISTRATOR'S REPORT

A. Ed Driggers, City Administrator

VIII. OLD BUSINESS

**A. Second and Final 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)

B. Second and Final 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)

C. Second and Final Reading of Ordinance Number 26-2018

AN ORDINANCE TO AMEND ARTICLE IV. - STORMWATER MANAGEMENT FEE PROGRAM SEC. 90-284 – FEES IN THE CITY OF GREER CODE OF ORDINANCES. (Action Required)

IX. NEW BUSINESS

A. First and Final Reading of Resolution Number 16-2018

A RESOLUTION CERTIFYING CERTAIN REAL PROPERTY IN THE CITY OF GREER AS AN ABANDONED BUILDING SITE (Action Required)

Presented by Jeff Randolph

B. First Reading of Ordinance Number 17-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY TI HUD INVESTMENTS, LLC AND VICTORIA INTERESTS, LLC LOCATED AT 3325, 3331, 3337 BRUSHY CREEK ROAD FROM O-D (OFFICE DISTRICT) AND C-2 (COMMERCIAL) TO DRD (DESIGN REVIEW DISTRICT). (Action Required)

Ordinance #17-2018 is a rezoning request for three parcels located on Brushy Creek Rd. The owners are requesting a rezoning from O-D, Office District, and C-2, Commercial, to DRD, Design Review District. The purpose of this rezoning is to develop a Townhome Community with 84 townhomes. The Planning Commission conducted a public hearing on May 21, 2018 for the rezoning request with 68 units, which they approved. The developer brought a revised plan with the addition of 16 units for a total of 84 units on June 18, 2018. The Planning Commission recommended approval of the original request for a maximum of 68 units. The developer is requesting for Council to overrule the Planning Commission and approve 76 units. A traffic study was also completed after Planning Commission and the developer is

proposing to install a turning lane as described in the Statement of Intent.
Brandon McMahan, Zoning Coordinator

C. First Reading of Ordinance Number 25-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY REBA C. AND NELSON R. GREENE, TRUSTEES LOCATED AT 851 BROCKMAN McCLIMON ROAD FROM R-S (RESIDENTIAL SUBURBAN) TO DRD (DESIGN REVIEW DISTRICT). (Action Required)

Ordinance #25-2018 is a rezoning request for a portion of a parcel located at the corner of Abner Creek Road and Brockman McClimon Road. The owner is requesting a rezoning from R-S, Residential Suburban, to DRD, Design Review District. The purpose of this rezoning is to develop a mixed use community with 60 townhomes and 70 single-family residences. The Planning Commission conducted a public hearing on June 18, 2018. The Planning Commission recommended approval of the development.

Brandon McMahan, Zoning Coordinator

D. First Reading of Ordinance Number 27-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY BEN P. DILLARD III LOCATED AT 531 ABNER CREEK ROAD FROM PD (PLANNED DEVELOPMENT) TO R-12 (RESIDENTIAL SINGLE – FAMILY). (Action Required)

Ordinance #27-2018 is a rezoning request for a parcel located 531 Abner Creek Road. The owner is requesting a rezoning from PD, Planned Development, to R-12, Single- Family Residential. The purpose of this rezoning is to develop a single-family subdivision. The Planning Commission conducted a public hearing on June 18, 2018. The Planning Commission recommended approval of the rezoning.

Brandon McMahan, Zoning Coordinator

E. First Reading of Ordinance Number 28-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY HESTER PLUS LLC LOCATED AT 309 PELHAM STREET FROM R-12 (RESIDENTIAL SINGLE – FAMILY) TO O-D (OFFICE DISTRICT). (Action Required)

Ordinance #28-2018 is a rezoning request for a parcel located 309 Pelham Street. The owner is requesting a rezoning from R-12, Single-Family Residential, to O-D, Office District. The purpose of this rezoning is to use the existing structure as an office. The Planning Commission conducted a public hearing on June 18, 2018. The Planning Commission recommended approval of the rezoning.

Brandon McMahan, Zoning Coordinator

X. EXECUTIVE SESSION

Council may take action on matters discussed in executive session.

A. Legal Services

Request: Motion for Council to enter into Executive Session to discuss Economic Development Legal Services as allowed by State Statute Section 30-4-70(a)(2).

XI. 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
7/10/2018

Councilwoman Judy Albert

ATTACHMENTS:

Description	Upload Date	Type
▣ Invocation Schedule	6/27/2018	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
7/10/2018

June 26, 2018

Summary:

(Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ June 26, 2018 Council Meeting Minutes	7/3/2018	Backup Material

CITY OF GREER, SOUTH CAROLINA

MINUTES of the FORMAL MEETING of GREER CITY COUNCIL June 26, 2018

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

I. CALL TO ORDER OF THE PUBLIC HEARING

Mayor Rick Danner – 6:32 P.M.

The following members of Council were in attendance:
Jay Arrowood, Kimberly Bookert, Wryley Bettis and
Judy Albert.

Councilmembers Wayne Griffin and Lee Dumas were
absent.

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

**Subject: 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.**

No one indicated an interest in speaking during the Public Hearing.

Adjourn – 6:34 P.M.

II. CALL TO ORDER OF REGULAR MEETING

Mayor Rick Danner – 6:34 P.M.

The following members of Council were in attendance:
Jay Arrowood, Kimberly Bookert, Wryley Bettis and
Judy Albert.

Councilmembers Wayne Griffin and Lee Dumas were
absent.

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

- III. PLEDGE OF ALLEGIANCE** Councilmember Wryley Bettis
- IV. INVOCATION** Councilmember Wryley Bettis
- V. PUBLIC FORUM** No one signed up to speak

VI. MINUTES OF THE COUNCIL MEETING June 12, 2018

ACTION - Councilman Wryley Bettis made a motion that the minutes of June 12, 2018 be received as written. Councilwoman Kimberly Bookert seconded the motion.

VOTE - Motion carried unanimously.

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 **May 31, 2018** were included in the packet for informational purposes.

Finance

David Seifert, Chief Financial Officer presented the Financial Report for the period ending May 31, 2018. (Attached)

General Fund Cash Balance: \$16,783,739.

General Fund Revenue: \$23,623,607. General Fund Expenditures: \$21,101,171.

Revenue Benchmark Variance: \$2,551,267. Expenditure Benchmark Variance: \$113,391.

Overall Benchmark Variance: \$2,664,658.

The City is 5% under budget during this time period.

Hospitality Fund Cash Balance: \$1,026,039.

Storm Water Fund Cash Balance: \$1,278,498.

VIII. PETITIONER

- A.** Stevie Simpson with Generation of Prophets Church offered their services to the City of Greer.

IX. PRESENTATION

- A.** David Seifert, Chief Financial Officer presented his annual report to Council. (attachment)

X. ADMINISTRATOR'S REPORT

Brushy Meadows Recycling Project – Mike Sell presented:

A recycling test project will begin in Brushy Meadows in July. Residents have been notified on four separate occasions of the project. A brochure containing information regarding pick-up dates, staff contact information and general information regarding recycling has been delivered to residents. A decal with the same information will be placed on the container upon deliver. The 96-gallon containers will be delivered to 202 homes in Brushy Meadows the first week of July. Containers will be pick up every two weeks. This is a six months program. At the end of the trial period all aspects will be evaluated.

Discussion held.

Ed Driggers, City Administrator presented the following:

2019-2020 Budget – I would like to have discussion on the 2019-2020 Budget after the Second Reading of the 2018-2019 Budget to inquire if you would like to have 1st and 2nd Reading of that budget in July.

Eyes on 85 Project (Hwy 101/I85 Corridor) – Beautification Project, we are working very closely with Greer Development Corporation. We are scheduled for final inspection of the project later this week. The company installed the project will also maintain the project.

Calendar Items:

10th Annual Freedom Blast – will be held Saturday, June 30th from 6:00pm until 10:00pm in City Park. Skydivers will participate in the event along with music, food and entertainment, ending with fireworks.

Moonlight Movies – will continue every Thursday evening in City Park and throughout the summer. Approximately 800 people on average are attending.

Tunes in the Park – will not be held this Friday but will pick up next Friday evening at City Park.

Downtown Construction Update:

Commission of Public Works has completed the natural gas line installation and the sewer line installation. They are currently working on the water line installation; most of the work is taking place at night.

Parking Lots/Alleyways - Depot Street parking lot is coming to conclusion, the parking lot in front of the Depot has been resurfaced as well. The School Street parking lot had been completely resurfaced. We are finalizing the tie-in to the back of the buildings (alleyway) as well. The alleyways for both that area adjacent to the School Street lot and the area that runs between the buildings on the east side of Trade Street adjacent to the Vern Smith Resource Center and adjacent to the parking lot area has been completely resurfaced. The lots have been restriped they will be open for the festival this weekend all of the construction may not be 100% complete but it will be open. They will not be on site next week (week of July 4th). Everything should be finalized the following week.

Streetscape – We are doing final review now of the construction plans for the Streetscape Project upon completion of the final review that will then go to bid. We are anticipating a 3 to 4-week period to receive bids on the project and we are hoping to bring that to you in August. Our desire is to begin construction in September.

Parking Areas – We are coordinating the logistics for that project now relative to parking. We will move parking during construction, we have great partners that have already indicated they will make available to us private parking areas to use for public parking. We are also working on a shuttle transportation program on how we will be able to move people through this process as well. Our number 1 priority in the project is to make sure that paying customers, those folks who want to do business with our businesses are able to get to them and have the closest and most accessible access to parking. You will never hear us say “Pardon our dust/mess” you will hear us constantly say this is the future of Greer and this is what we are exciting about and this is what you will see as this project comes to conclusion.

Hotel – We continue to work with our partners on the hotel and our work on the garage site. We anticipate the demolition should start relatively soon those processes are moving forward. Approvals have been made for the demolition of the site.

Parking Deck – We meet with and have seen the first renderings of the structure for the parking deck and how it will fit on the site. It is moving forward. We are anticipating that will be an early to mid-2020 completion. At this point the timing is exactly as we envisioned it would be at this point.

For updates please register your email at www.futuregreer.org updates will be sent regularly.

Employee/Departmental Meetings – I have 10 meetings set up at various time so that we reach all shifts and all employees. I will discuss with them the outcomes of the Budget you ultimately approve. I will discuss with them the impact to employees relative to decisions that we made as a part of this budget process.

XI. OLD BUSINESS

A. Second and Final 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).

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

ACTION - Councilman Jay Arrowood made a motion to approve Second and Final Reading of Ordinance Number 19-2018. Councilwoman Kimberly Bookert seconded the motion.

VOTE – Motion carried unanimously.

B. Second and Final 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.

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

Discussion followed.

ACTION - Councilman Wryley Bettis made a motion to approve Second and Final Reading of Ordinance Number 24-2018. Councilwoman Kimberly Bookert seconded the motion.

Lengthy discussion of two-year budget.

VOTE – Motion carried unanimously.

XII. NEW BUSINESS

A. Supplemental Road Paving/Road Repair Request

Councilwoman Judy Albert made a request of Council to provide funding for streets repairs in Shelburne Farms.

Discussion held.

ACTION - Councilwoman Judy Albert made a motion to set aside \$45,000.00 to \$50,000.00 to correct the streets in Shelburne Farms and Riverside Chase. No second was made.

B. First Reading of Ordinance Number 26-2018
AN ORDINANCE TO AMEND ARTICLE IV. - STORMWATER MANAGEMENT FEE
PROGRAM SEC. 90-284 – FEES IN THE CITY OF GREER CODE OF
ORDINANCES.

Ed Driggers, City Administrator presented the request.

ACTION - Councilwoman Kimberly Bookert made a motion to receive First Reading of Ordinance Number 26-2018. Councilman Wryley Bettis seconded the motion.

Steve Grant, City Engineer explained the Storm Water Program, current projects and how the funds are used.

VOTE – Motion carried unanimously.

XIII. EXECUTIVE SESSION

Mayor Danner stated an Executive Session was not needed.

XIV. ADJOURNMENT

9:11 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, June 22, 2018.



AGENDA
GREER CITY COUNCIL
7/10/2018

Second and Final 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:

ATTACHMENTS:

Description	Upload Date	Type
❑ Ordinance Number 22-2018	6/27/2018	Ordinance
❑ Ord 22-2018 Exhibit A1 and A2 Deeds	6/27/2018	Exhibit
❑ Ord 22-2018 Exhibit A3 Deed	6/27/2018	Exhibit
❑ Ord 22-2018 Exhibit B Plat	6/27/2018	Exhibit
❑ Ord 22-2018 Exhibit C Map	6/27/2018	Exhibit
❑ Ord 22-2018 Exhibit D Flood Map	6/27/2018	Exhibit
❑ Ord 22-2018 Exhibit E Statement of Intent	7/5/2018	Exhibit
❑ Ord 22-2018 Exhibit F Concept Plan	7/5/2018	Exhibit
❑ Ord 22-2018 Petition for Annexation	6/27/2018	Backup Material
❑ Ord 22-2018 Trust Agreement	6/27/2018	Backup Material
❑ Ord 22-2018 Planning Commission Minutes	7/5/2018	Backup Material

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: Councilman Jay Arrowood

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

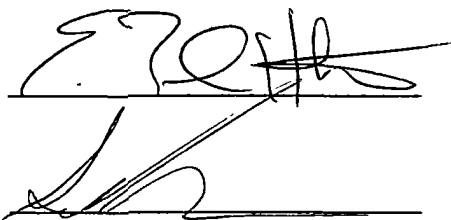
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the above described premises belonging and in any wise incident or appertaining.

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
James B. Sudduth

Marjorie D. 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**

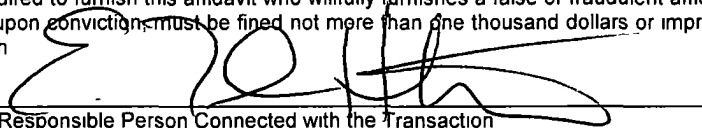
STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

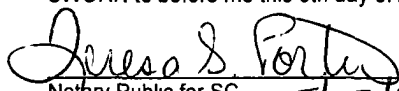
AFFIDAVIT

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 LINE OF ADJACENT PROPERTY LINES AND COINCIDES WITH THE PUBLIC DESCRIBED AND MAINTAINED RIGHT OF WAY OF GIBB SHOALS ROAD (232-164), EAST BOUND ROAD (232-164), 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. 83/2011. ALL DISTANCES SHOWN ARE ACTUAL GROUND MEASURED DISTANCES.

PROPERTY LINE TABLE			
LINE	LENGTH	BEARING	
L1	49.85	S27°13'00"W	
L2	38.70	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	S72°29'31"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	S71°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	N05°13'26"W	
L205	108.20	N73°13'08"W	
L206	123.58	N10°13'54"W	

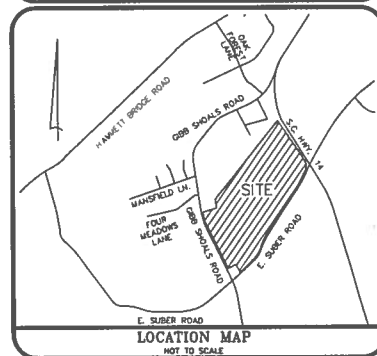
PROPERTY CURVE TABLE			
CURVE	LENGTH	RADIUS	DATA
C1	110.54	7626.00	Q49.58
C2	169.77	16824.21	Q50.41
C3	175.81	1306.54	Q42.26
C4	232.07	8197.04	Q37.48
C5	38.43	320.00	Q46.38
C6	102.65	387.23	Q51.20
C7	79.74	2487.00	Q51.07
C8	147.81	2487.00	Q52.58
C9	57.21	17872.00	Q52.90
C10	233.10	801.62	Q53.36

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

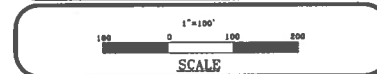
N/E
ELLA MICHELLE
SUDDETH
D.B. 2029-442
TM#0528030102000

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	LP LIGHT POLE
SR SOLID ROAD	MSD MANHOLE (SD)
NAC NAIL & CAP	MSS MANHOLE (SS)
OT OPEN TOP	PP POWER POLE
PD PEAR	TEL TELEPHONE POLE
R/W RIGHT OF WAY	W WATER METER
ELEC TRANS	W WATER VALVE
GAS METER	CB CATCH BASIN
FI FIRE HYDRANT	DI DROP INLET
CTV CABLE TV	SD STORM DRAIN
FL FENCE LINE	SS SANITARY SEWER
FOC FIBER OPTIC CABLE	UCP UNDERGROUND POWER
GAS GAS LINE	UGT UNDERGROUND TEL
CHP OVERHEAD POWER	W WATER LINE
OHT OVERHEAD TELEPHONE	

SURVEY FOR

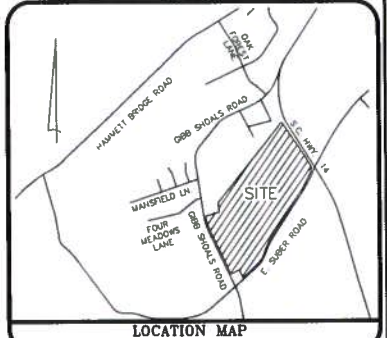
D.R. HORTON

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.R.W. 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 REVEAL. 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 PRODUCT
D/J/J	05/10/18	3D-180073

TAX MAPS
0528030101900, 0528030101901

REVISIONS

DATE PAGE REVISIONS

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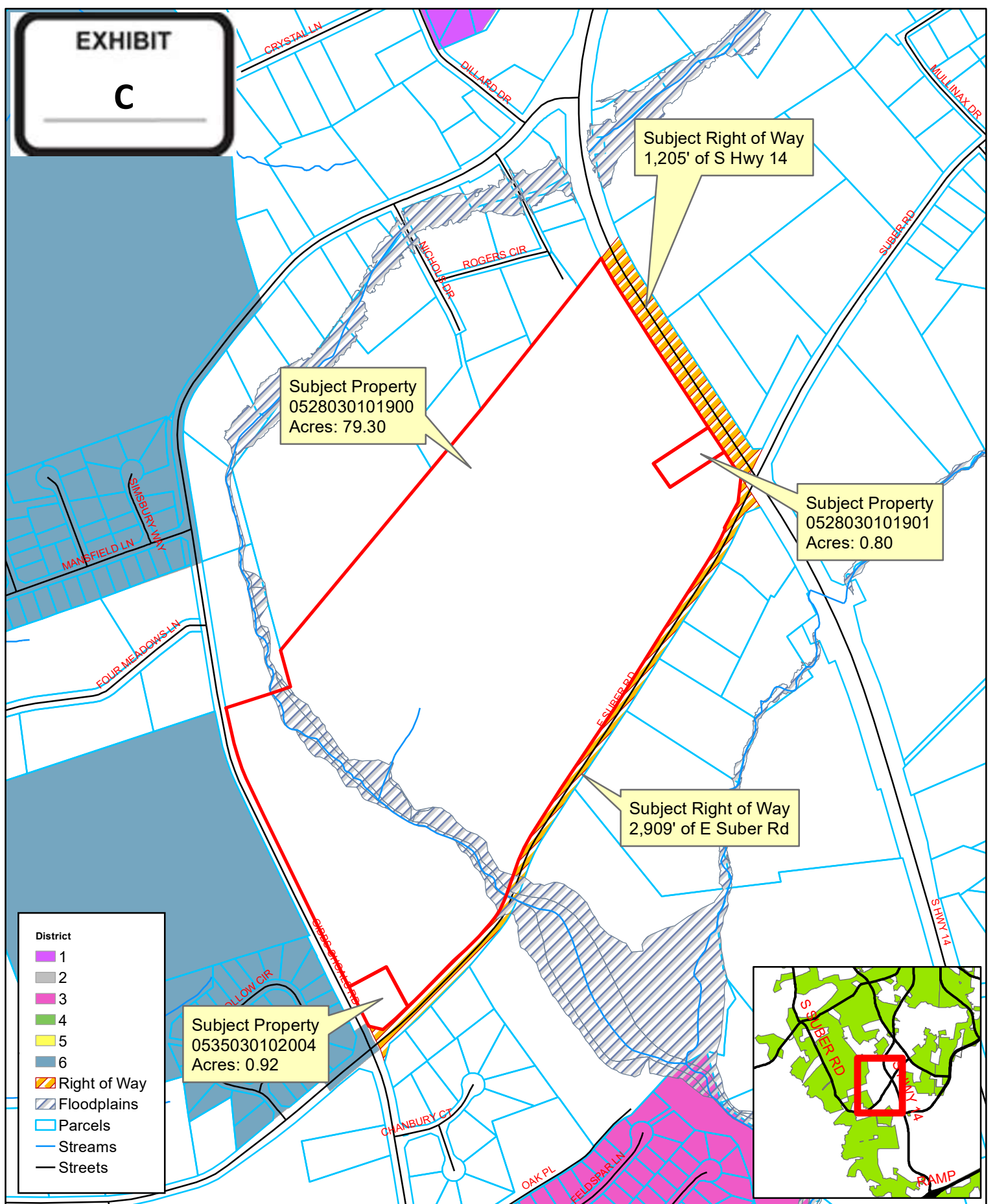
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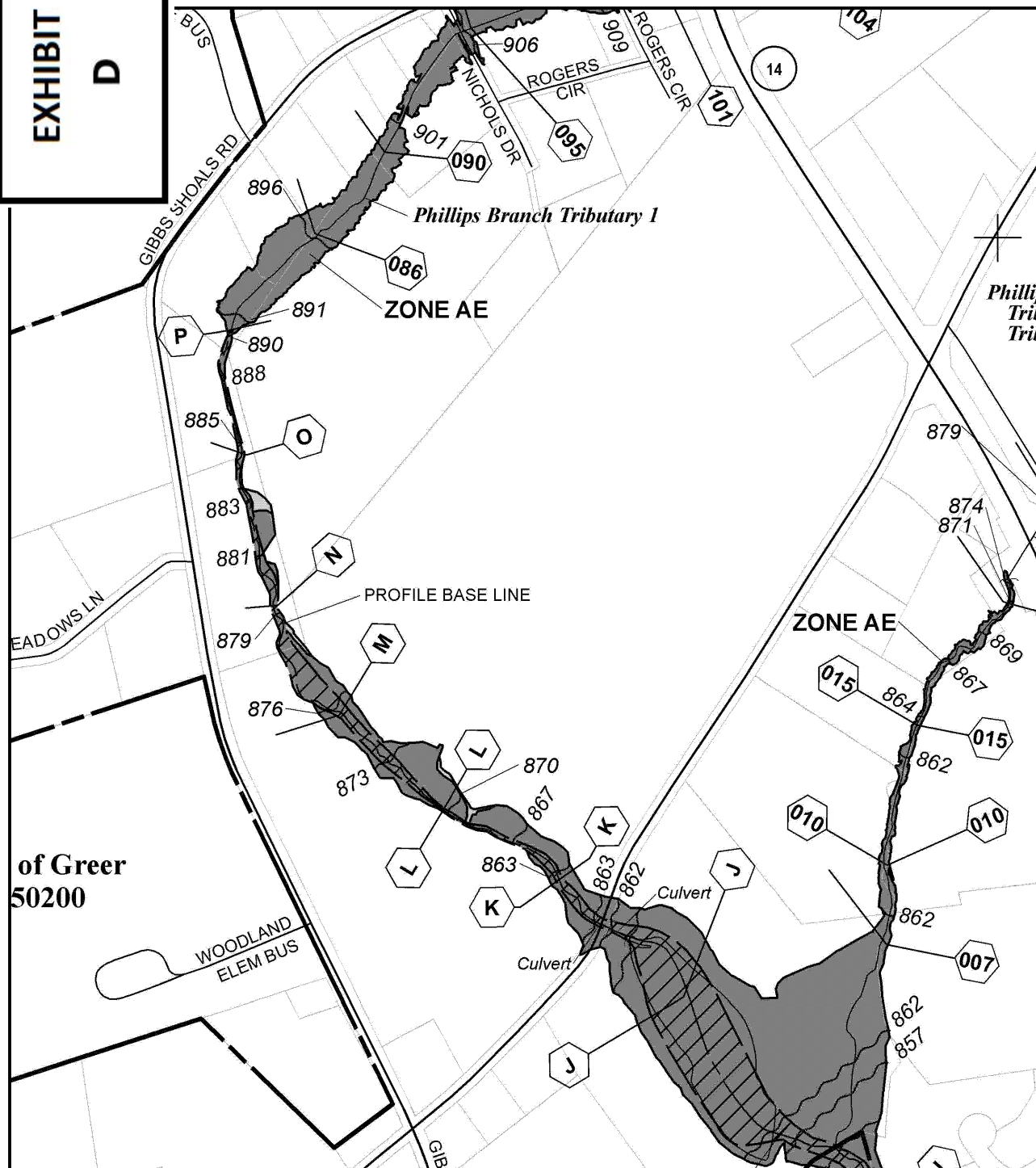


Ordinance 22-2018



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:
July 5, 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 outparcels. The development will also have (3) new residential access points off E. Suber Road. The commercial outparcels would also have (1) new full 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 and attached products would be public roads including the traffic circle and 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. A private road/drive will be constructed behind the commercial outparcels which will be turned over to a newly formed Property Owner's Association (POA). 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. The public roads serving the single-family attached and detached product will have rolled curb and gutter. The main boulevard road up to and including the traffic circle along with the commercial drive will contain standard curb & gutter. Other infrastructure improvements include 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 (400) residential units. This total includes approximately (175) single-family detached lots and approximately (225) single-family attached townhome units. This overall density is roughly (4.95) lots/units per acre. This project is expected to be phased. Both products will be developed in multiple phases (2-3). 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 the commercial outparcels could contain 80,000 – 100,000 SF of retail space in total and would be tenants that would complement the community and surrounding neighborhoods. Such uses 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 1,000 SF with most ranging from 2,000 SF – 4,000 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 townhome section will consist of a (22') wide product and a (26') wide product. The townhomes within the community will have a 1,000 SF minimum. The units will average 1,500 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. Commercial / Retail Area

This area is being marketed as a potential commercial retail space for multiple tenants that would complement the community and surrounding neighborhood. There is a total of (4) parcels that total approximately 8.18 Acres. The maximum square footage of commercial retail buildings shall be 100,000 SF. Potential tenants could be banks, restaurants, professional offices, a carwash facility, etc. 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 19.45 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 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 larger 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 may be used in the traffic circle, boulevard to the traffic circle, and along the private commercial drives. 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
- 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.

TE DATA

MAP NO.: 0528030101900, 1901, & 0535030102004

AL AREA: ±81.02-ACRES (OVERALL)

EXISTING ZONING: R-S (GREENVILLE COUNTY)

PROPOSED ZONING: DRD (CITY OF GREER)

SINGLE-FAMILY PORTION: ±49.83 ACRES
49 LOTS (50' X 120' TYP.)
83 LOTS (60' X 120' TYP.)
30 LOTS (70' X 120' TYP.)
162 LOTS (TOTAL)
(3.25 UNITS/ACRE)

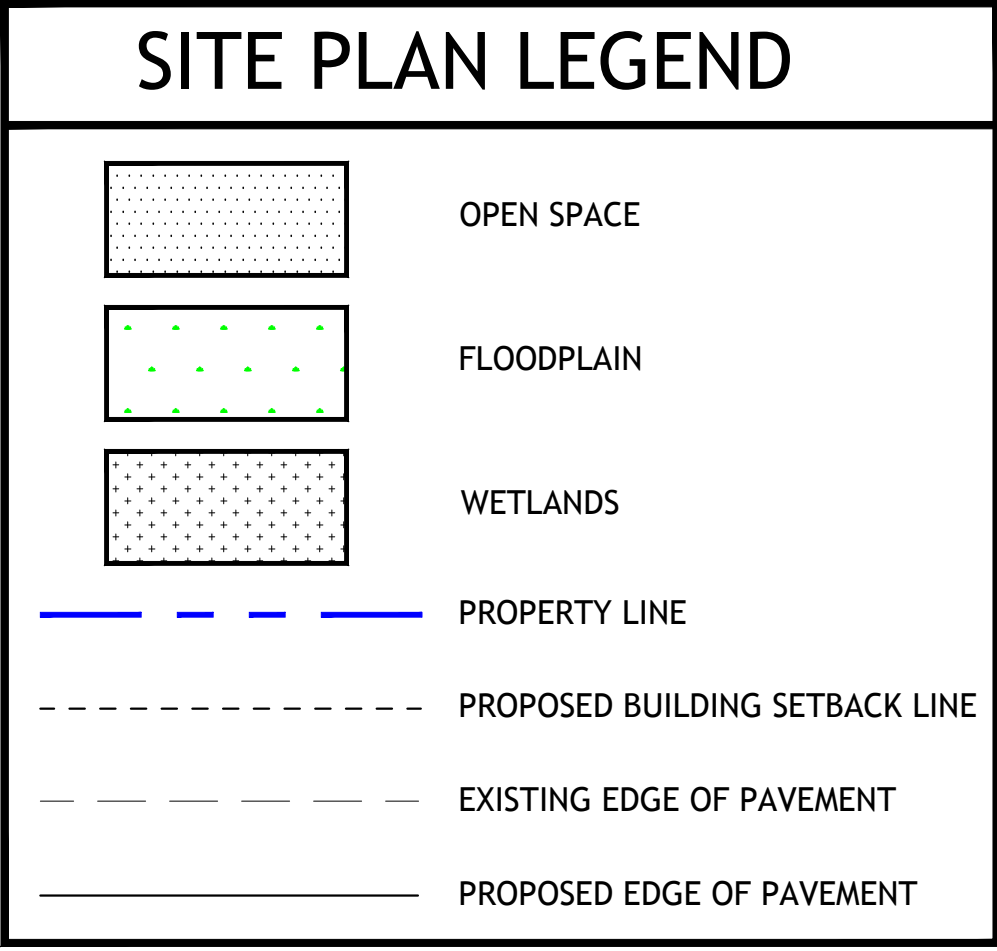
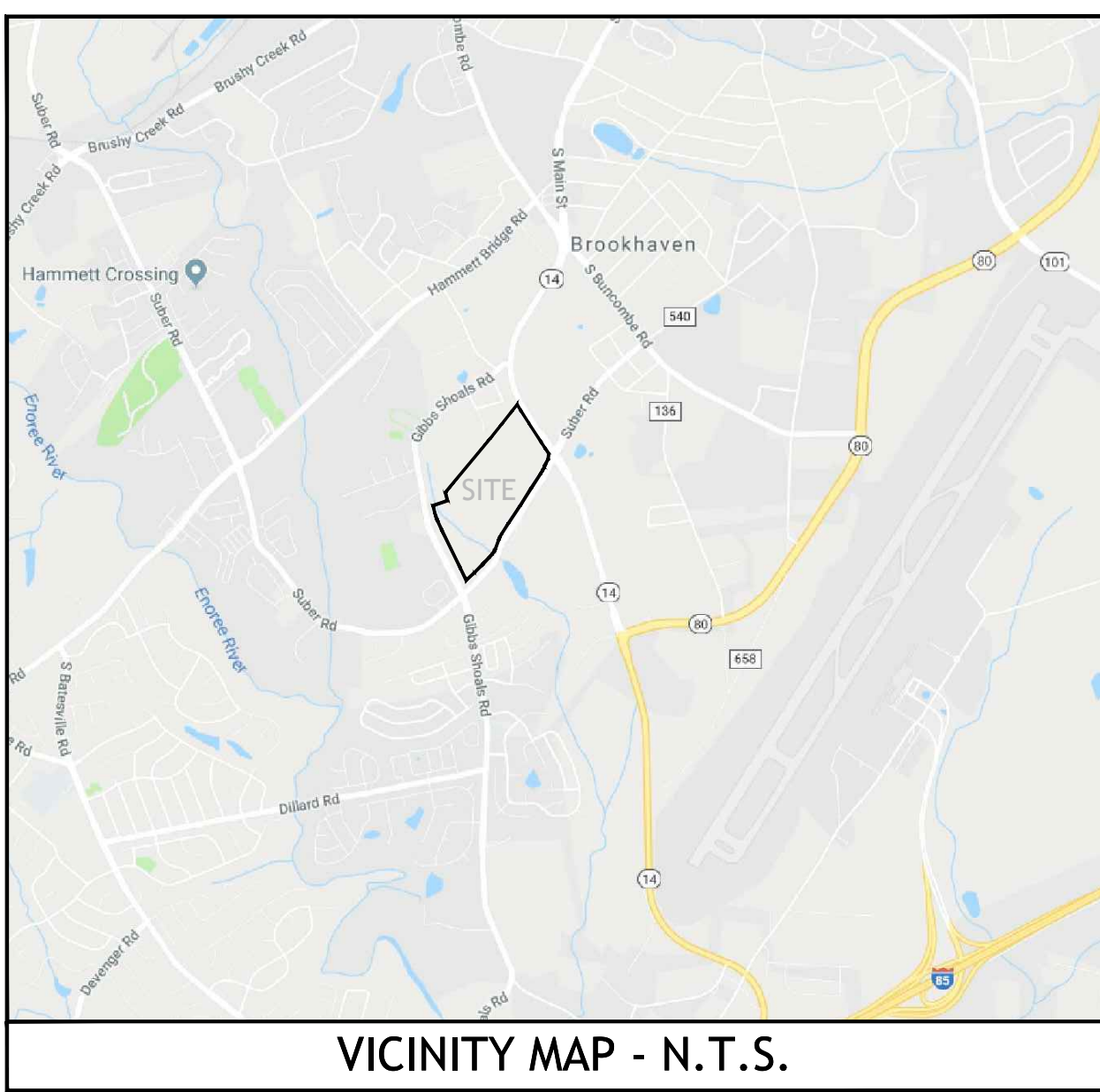
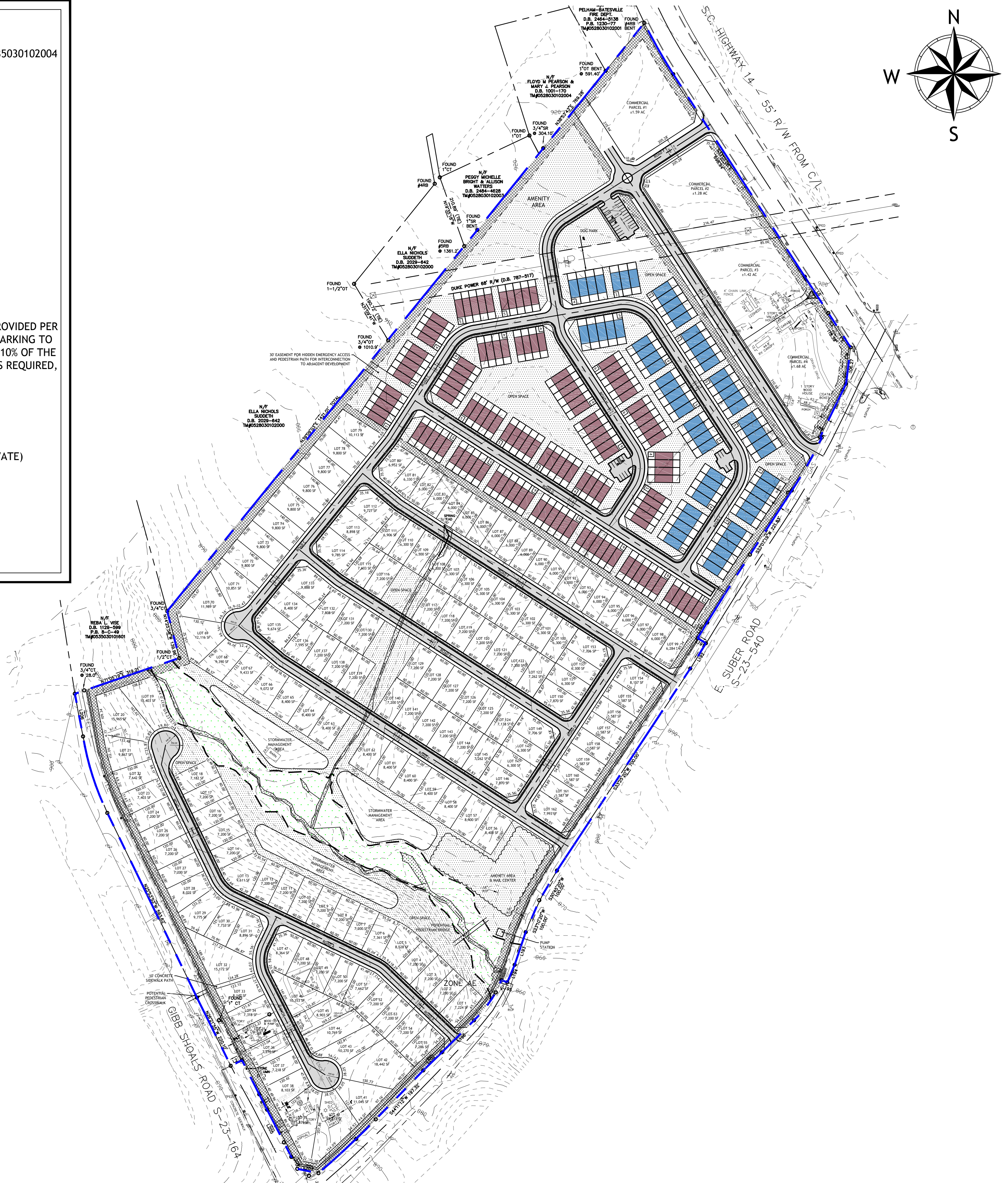
TOWNHOME PORTION: ±23.01 ACRES
130 UNITS (22' X 52')
66 UNITS (26' X 52')
196 TOTAL UNITS
(8.52 UNITS/ACRE)

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 (20 SPACES REQUIRED, 37 PROVIDED)

COMMERCIAL PORTION: ±8.18 ACRES

PROPOSED ROADWAY: ±1,805 LF (42' R.O.W.)
±8,450 LF (44' R.O.W.)
±1,100 LF (50' R.O.W. - PRIVATE)
±290 LF (60' R.O.W.)
±11,645 LF (TOTAL)

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



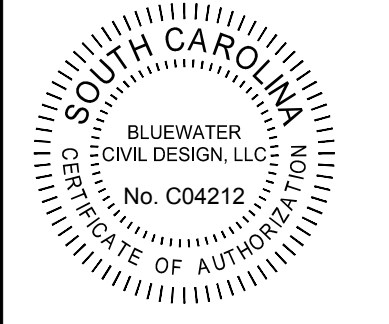
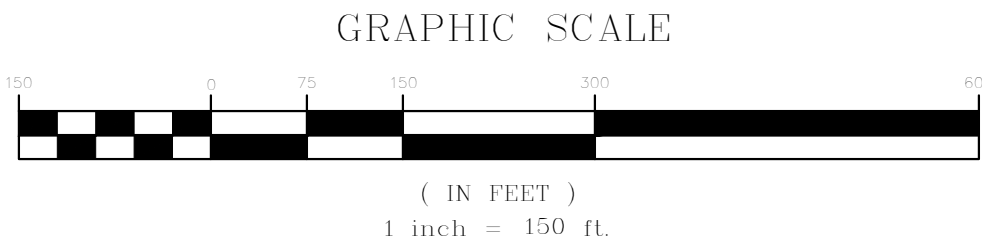
OPEN SPACE NOTE:
TOTAL PROPERTY AREA: ±81.02 AC
OPEN SPACE PROVIDED (SFR): ±10.38 AC
OPEN SPACE PROVIDED (TH): ±9.07 AC
TOTAL: ±19.45 AC

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
B	06/12/2018	Revised Layout to Remove Apartments
C	07/02/2018	Revised to Remove Commercial Parcel



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.

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✓ 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 hiving 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 devises 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.

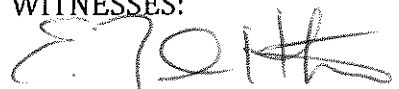


JAMES B. SUDDUTH
SETTLOR


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

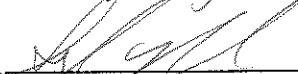
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Personally appeared the undersigned witness and made oath that he saw the within named Settlers and Trustees sign, seal and as their act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above 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

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ACKNOWLEDGMENT

COUNTY OF GREENVILLE

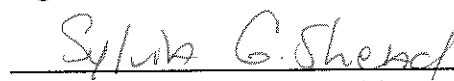
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I, a Notary Public, within and for the State and County aforesaid do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by **JAMES B. SUDDUTH** and **MARJORIE D. SUDDUTH**, Settlers and 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

**ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, JUNE 18, 2018**

DOCKET: AN 2018-11

APPLICANT: D. R. Horton (Brian Wasser)

PROPERTY LOCATION: 1749, 1755 Gibb Shoals Rd and 1670 Hwy 14

TAX MAP NUMBER: 0528030101900, 1901 and 0535030102004

EXISTING ZONING: R-S, Residential Suburban (Greenville County)

REQUEST: DRD, Design Review District

SIZE: 81.02 acres

COMPREHENSIVE PLAN: Adjacent to Residential Land Use 3 Community, near an Employment Center and off a Regional Corridor

ANALYSIS: AN 2018-11

AN 2018-11 is an annexation and zoning request for a parcel located on Gibb Shoals Rd, E. Suber Rd. and Highway 14. The request is to annex and zoning of the property from R-S, Residential Suburban (Greenville County), to DRD, Design Review District, for the development of 166 single family residences, 196 townhouses, and 100,000sq feet of commercial space. This development, known as Suddeth Farms, also contains a variety of open space features, a crosswalk to Woodland Elementary, and a pedestrian and fire emergency connection to the subdivisions to the north.

Surrounding land uses and zoning include:

North: R-S, Residential Suburban (Greenville County)
East: I-1, Industrial, S-1, Service and R-MA, Multi-Family (Greenville County)
South: I-1, Industrial, and R-S, Residential Suburban (Greenville County)
West: R-M2, Multi-Family Residential, and R-5, Single Family Residential (City of Greer)

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 DRD, Design Review District is appropriate at this location as the density proposed is 5.13 units per acre, not including the 10.43 acres for proposed commercial use. In addition, the subject parcel is near a Regional Corridor. Normally, these corridors have a minimum of four lanes. The corridor width is about 300 feet from the street centerline, 600 foot width in total. Land uses identified within the regional corridor are equivalent to the higher density residential zoning classifications, O-D, C-2, C-3, and S-1. The land use balance is about 20% residential and 80% non-residential. 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

ACTION: Mr. Hopper opened the public hearing for AN 2018-11.

Ms. McCormick gave the information for the request. She presented an aerial map, zoning & floodplain map, land use map, street view, and site plan for the property.

William Craig, resident at 1641 & 1645 Gibbs Shoals Road Greer, made inquiries on the traffic study and school overflow issues. Mr. Hopper stated that the results on the traffic study would be discussed later in the meeting.

Seeing that there was no one else present to speak for or against this request, Mr. Hopper closed the public hearing.

Mr. Hopper opened the business meeting for AN 2018-11.

Ms. McCormick presented the staff report and recommendation for the request.

Austin Everett, applicant with Bluewater Civil Design, was present to answer any questions for the Commission.

Mr. Martin stated he would like to discuss the same three topics as the last two requests. He asked if the developer was planning any screening along the properties to the northwest, and between the townhomes and the commercial development.

Mr. Everett stated they are planning to screen between the townhomes and the commercial development if it is required. Mr. Martin stated that it is required to screen between residential and commercial in the City.

Ms. McCormick called a point of information. She stated that because this request is for DRD zoning, it is not required for the developer to screen within their development, that screening would be required along the properties on Nichols Drive but would not be required within the development between the townhomes and the commercial areas, unless the Planning Commission made that a requirement.

Mr. Martin asked Mr. Everett what his thoughts were regarding screening in that area and he advised that he thinks that is why the 25ft buffer is shown on the plat in that area, to provide some type of screening.

Mr. Martin stated that with the density that is proposed, he does not see a lot of meaningful opens space and would like to see more.

Mr. Martin asked if the developer has had conversations with the school district about the connectivity to the development. Mr. Everett stated not at this time. Ms. McCormick stated that she had conversations with the representative for Greenville county Schools after the PAC meeting for this project and that they are open to discussion of the proposed crosswalk but that it would be up to SCDOT to approve that.

Mr. Martin asked Mr. Everett to explain the results of the traffic study. Mr. Everett stated the improvements that were recommended by the study and informed the Commission that they would comply with all recommendations. Staff and the Commission discussed the results and how those would help the traffic in the area. Mr. Martin asked what the expected build out for this project is.

Brain Wasser, representing the building, DR Horton, stated this project would be developed in 3 phases. He stated that the commercial area would be sold off and developed by a commercial developer, and the market would dictate how quickly the final buildout would be.

ACTION – Mr. Holland made a motion to hold AN 2018-11 until after voting on cases AN 2018-09 and AN 2018-10. Ms. Jones seconded the motion. The motion carried with a vote of 6 to 1. Mr. Lavender voting in opposition.

ACTION – Mr. Lavender made a motion to reconsider AN 2018-11. Mr. Holland seconded the motion. The motion carried with a vote of 7 to 0.

Mr. Holland and staff had a brief discussion about parking requirements for the pools and tennis courts.

Mr. Martin, staff and the applicant had a brief discussion on open space options for the development.

ACTION – Mr. Lavender made a motion to approve AN 2018-11 with the following requirements: giving the developer back 12.5ft along the adjacent property line of Blaize Ridge; to reorganize the amenities are to better incorporate the pedestrian way; to have a minimum screening of at least 6ft in height through combination of berm, plants, or fence within the 25ft buffer along the remainder of the norther property line. Mr. Martin seconded the motion. The motion carried with a vote of 7 to 0.



AGENDA
GREER CITY COUNCIL
7/10/2018

Second and Final 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)

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 23-2018	6/27/2018	Ordinance
▣ Ord 23-2018 Exhibit A1 Deed	6/27/2018	Exhibit
▣ Ord 23-2018 Exhibit A2a Deed	6/27/2018	Exhibit
▣ Ord 23-2018 Exhibit A2b Deed	6/27/2018	Exhibit
▣ Ord 23-2018 Exhibit A3 Deed	6/27/2018	Exhibit
▣ Ord 23-2018 Exhibit B1 Plat	6/27/2018	Exhibit
▣ Ord 23-2018 Exhibit B2b Plat	6/27/2018	Exhibit
▣ Ord 23-2018 Exhibit B3 Plat	6/27/2018	Exhibit
▣ Ord 23-2018 Exhibit C Map	6/27/2018	Exhibit
▣ Ord 23-2018 Exhibit D Flood Map	6/27/2018	Exhibit
▣ Ord 23-2018 Personal Representative Paperwork for James E. Wright Sr.	6/27/2018	Backup Material
▣ Ord 23-2018 Petition for Annexation	6/27/2018	Backup Material

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: Councilman Lee Dumas

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:

James H. [Signature]

Witness:

Shirley W. Bradley

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

Shirley W. Bradley

James H. [Signature]

Notary Public for South Carolina

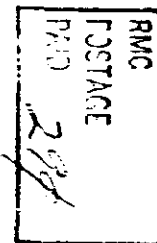
My Commission Expires:

9/30/97

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. [Signature]

24157



APR 20 1993

PAGE 2 OF 2

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. Bonnell

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. Bonnell

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 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 and seal 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

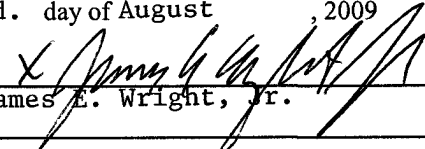
August 06, 2009 01:00:42 PM Cons: \$5.00
Rec: \$10.00 Cnty Tax: EXEMPT State Tax: EXEMPT

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)

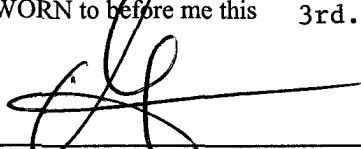
STATE OF SOUTH CAROLINA

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

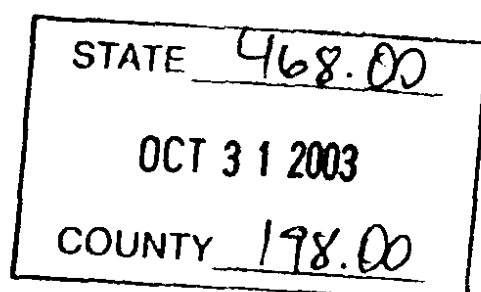
JUDY C. L...
REGISTER OF DEEDSNO TITLE EXAMINATION OR CERTIFICATION BY
REESE & MCKINNEY LAW FIRM
304 North Main Street, Greer, SC 29650GRANTEE'S ADDRESS:11 Meadow Springs Lane
Greer, SC 29650STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) **WARRANTY DEED**

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.



1

131973

10-31-2003 10:00 AM

RECORDED

10.37

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.

159'

1.00 ACRE.

159'

← S. 25-20 E.

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



ETI 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

2009062921 PLAT/LG
1 PG
Book:PLL 1091 Page:6-6

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

1/2" REBAR
N74°49'52"E 210.39
5257 SQ. FT.
0.121 ACRES
TO BE COMBINED WITH TM#0535030100200
N74°49'52"E 210.20
IP
1/2" REBAR
N25°18'17"W
25.40
IP
1/2" REBAR
IP AT 25.0
1/2" REBAR

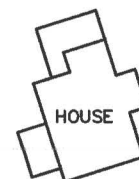
N/F
LOLA CRAWFORD
DB 1512/PG 561

IPO
1/2" REBAR

N/F
JAMES E. WRIGHT JR.
TM# 0535030100300
DB 2062 / PG 1827
PB 47L / PG 78

339,152 SQ. FT.
7.786 ACRES

N54°19'52"E
184.30



WELL



BARN

IPO
2" OPEN TOP

N/F
NAOMI K. GREEN
DB 958/PG 211

S45°21'53"W
214.45

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. Hannon

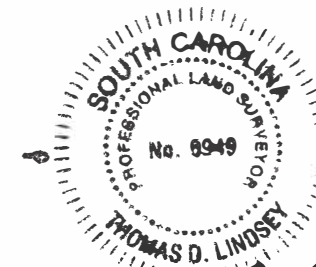


ENGINEERING AND SURVEYING, INC.
3 Marcus Drive, Greenville, SC 29615
Ph (864) 286-0553, Fax (864) 288-0559

CERTIFICATE OF ACCURACY

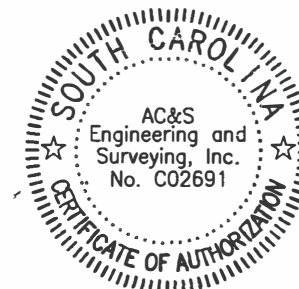
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.

This plat was prepared by, or
under supervision of:



THOMAS D. LINDSEY

THOMAS D. LINDSEY



SURVEY FOR
JAMES E. WRIGHT, SR

GREER
GREENVILLE COUNTY, SC

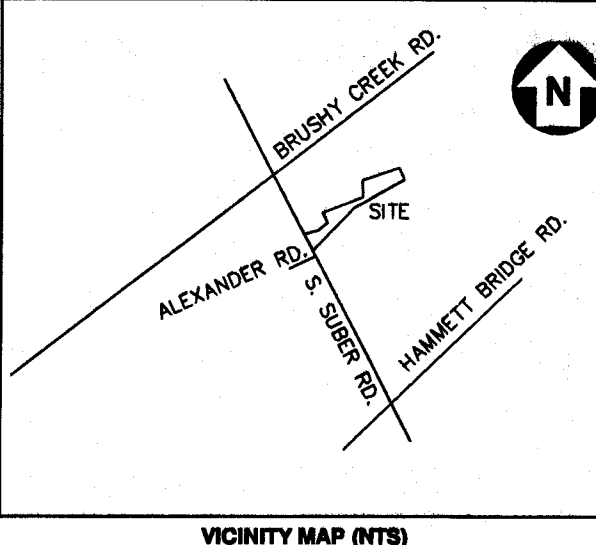
AC&S JOB NO:

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-
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 Marston Drive, Greenville, SC 29615
Ph. (843) 268-0553, Fax. (843) 268-0559

CERTIFICATE OF ACCURACY

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING MANUAL FOR THE PRACTICE OF LAND SURVEYING AND THE ETHICS OF THE PROFESSION AS REQUIRED BY THE BOARD OF SURVEYING ENGINEERS.

This plot was prepared by, or under supervision of:


THOMAS D. LINDSEY
Type or Print Name

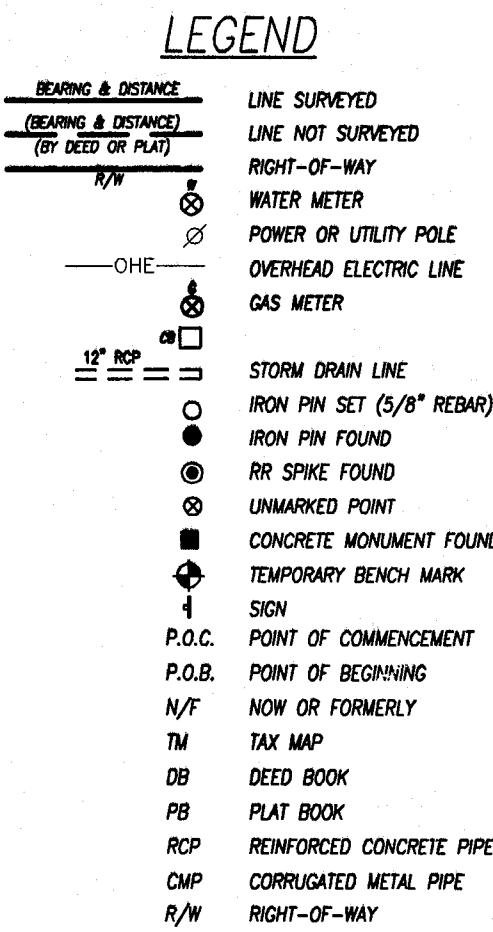
SC 6949 08/11/08

ACS
Engineering and Surveying, Inc.
No. C02691

CERTIFICATE OF AUTHORITY

THIS PLAT IS NOT A SUBDIVISION
AS DEFINED BY THE GREENVILLE
COUNTY LAND DEVELOPMENT REGULATIONS

3.6.09 P. J. J. Jones
Date Authorized Representative of
Greenville County Planning Commission



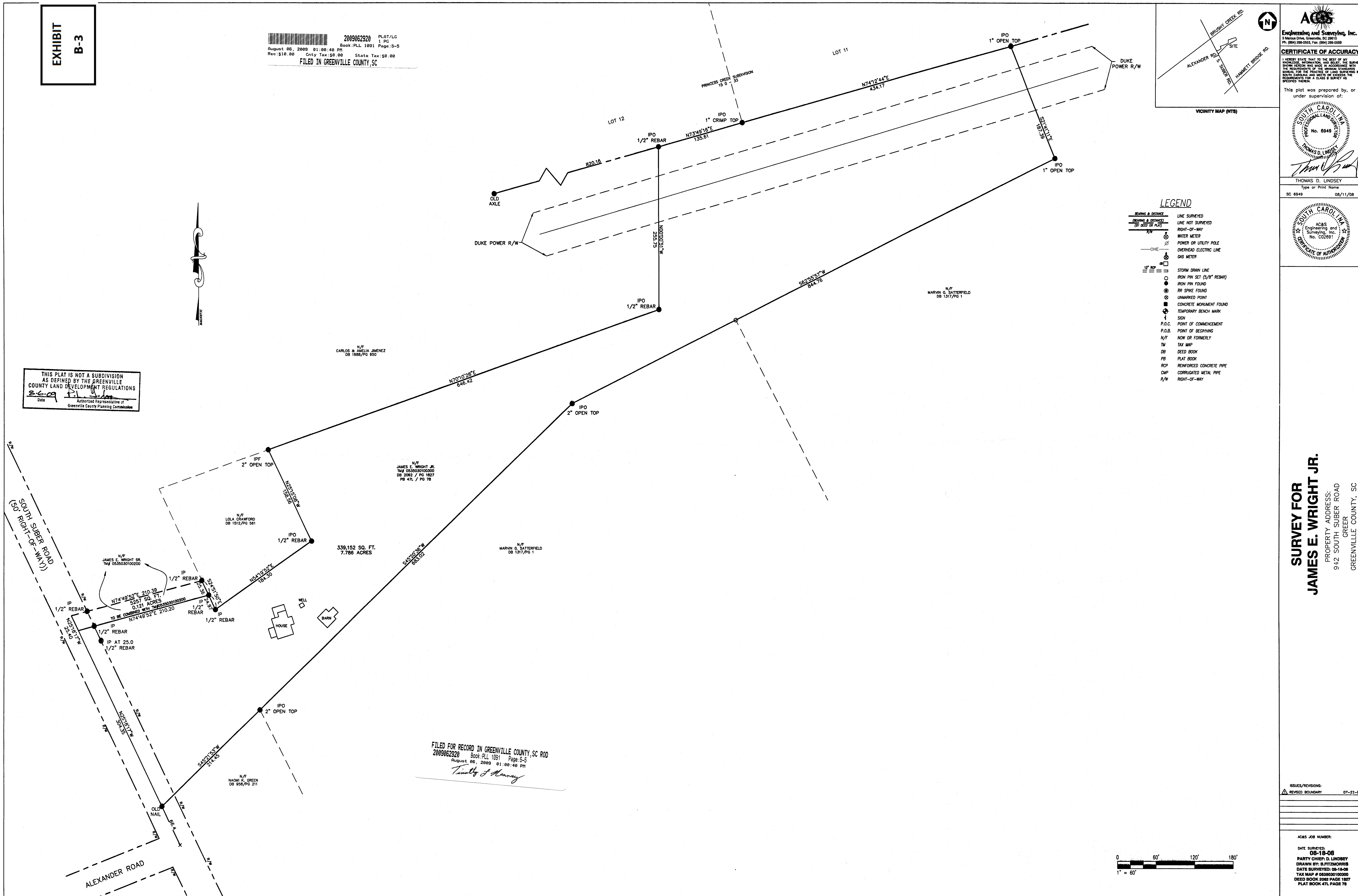
SURVEY FOR
JAMES E. WRIGHT JR.

ISSUES/REVISIONS:
A REVISED BOUNDARY
07-22-86

AC&S JOB NUMBER:

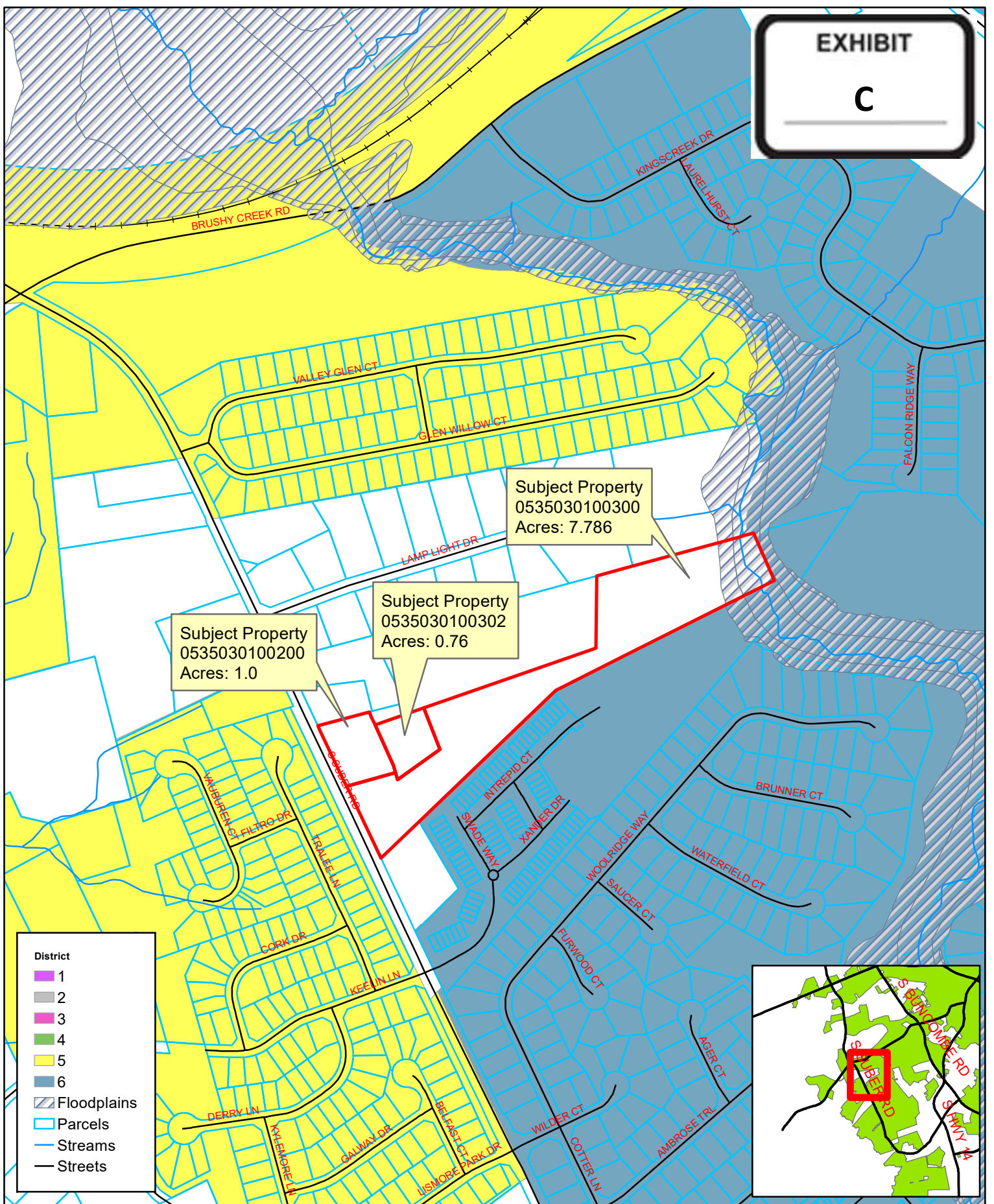
DATE SURVEYED:
08-18-08

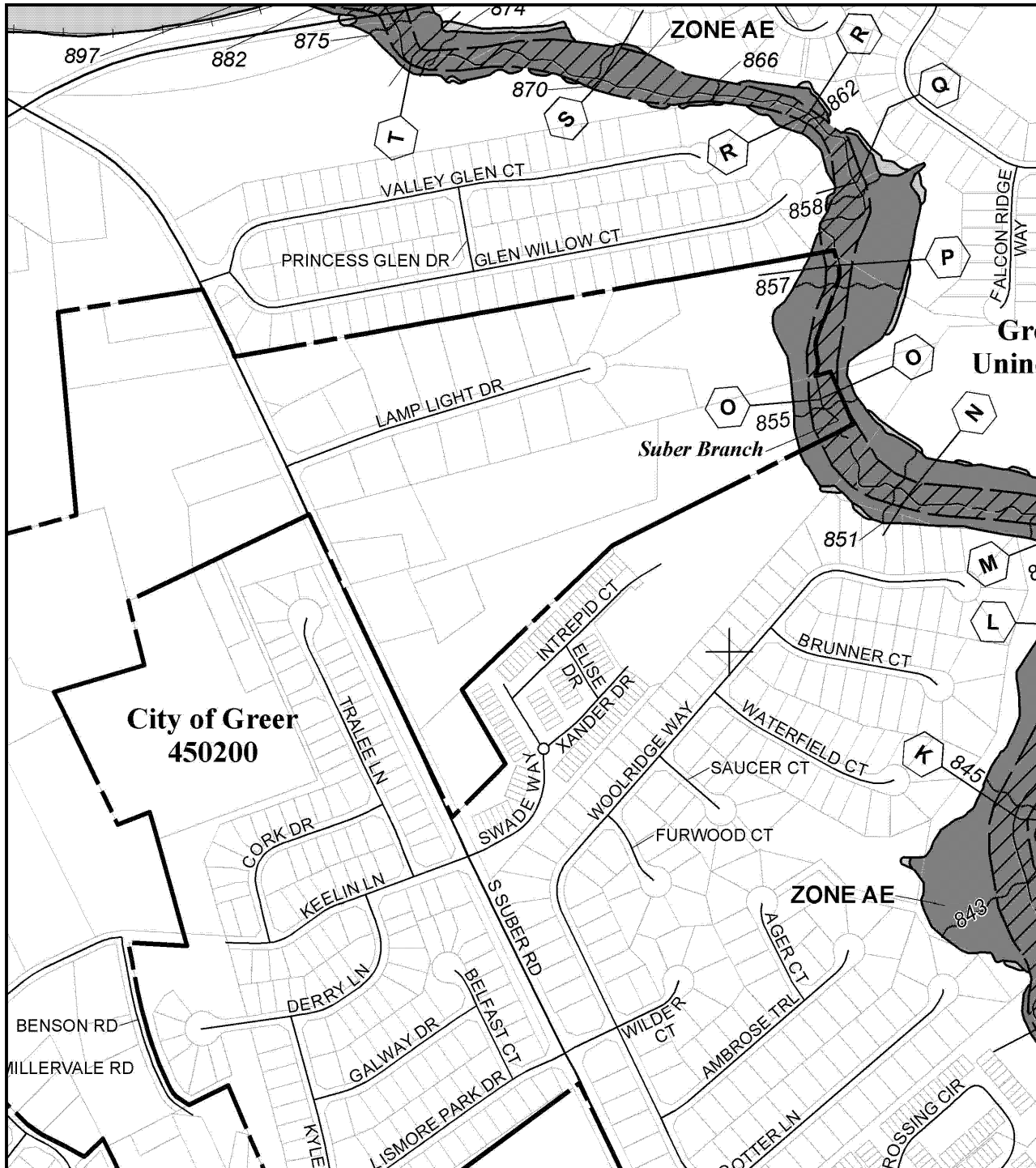
PARTY CHIEF: D. LINDSEY
DRAWN BY: S. FITZMORRIS
DATE SURVEYED: 08-18-08
TAX MAP # 0535030100300
DEED BOOK 2082 PAGE 1827
PLAT BOOK 47L PAGE 78



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)

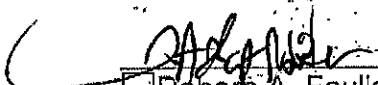
- ☒ PERSONAL REPRESENTATIVE
☐ SUCCESSOR PERSONAL REPRESENTATIVE
☐ SPECIAL ADMINISTRATOR

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> <i>Personal Representative</i>	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 Keyser</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: VIII.
Item Number: C.



AGENDA
GREER CITY COUNCIL
7/10/2018

Second and Final Reading of Ordinance Number 26-2018

Summary:

AN ORDINANCE TO AMEND ARTICLE IV. - STORMWATER MANAGEMENT FEE PROGRAM SEC. 90-284 – FEES IN THE CITY OF GREER CODE OF ORDINANCES. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
□ Ordinance Number 26-2018	6/27/2018	Ordinance

ORDINANCE NUMBER 26 – 2018

**AN ORDINANCE TO AMEND ARTICLE IV. - STORMWATER
MANAGEMENT FEE PROGRAM SEC. 90-284 – FEES IN THE
CITY OF GREER CODE OF ORDINANCES.**

WHEREAS, the City of Greer City Council wishes to amend Article IV – Storm Water Management Fee Program Sec. 90-284 – Fees establishing a fee schedule to finance the storm water management program therein; and,

WHEREAS, the City of Greer City Council wishes to set the fee ERU to finance the storm water management program within the City of Greer Comprehensive Fee Schedule; and,

WHEREAS, the City of Greer City Council shall review the fee schedule for the storm water management program as necessary to ensure that expenses related to storm water management program provided by the City of Greer are sufficiently funded.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Greer, South Carolina in Council assembled hereby amends Article IV – Storm Water Management Fee Program Sec. 90 – 284 – Fees in the City of Greer Code of Ordinances as follows:

Sec. 90-284. - Fees.

(a) The following fee schedule is hereby adopted to finance the storm water management program in the city:

(1) The fee ERU shall be ~~\$21.60 per ERU annually.~~ **set in the City of Greer Comprehensive Fee Schedule.**

(2) For all classification 2, the fee shall be calculated based on the amount of impervious surface on the property.

(3) For classifications 1, 3, and 4, the fee shall be calculated on one ERU.

(b) This fee and rate schedule may be adjusted annually through the adoption of the city budget based on the cost of the program.

This ordinance shall be effective immediately upon second reading approval hereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Edward Driggers, City Administrator

Introduced by: Councilwoman Kimberly Bookert

First Reading: June 26, 2018

Second and Final Reading: July 10, 2018

Approved as to Form:

Daniel R. Hughes, Esquire
City Attorney



AGENDA
GREER CITY COUNCIL
7/10/2018

First and Final Reading of Resolution Number 16-2018

Summary:

A RESOLUTION CERTIFYING CERTAIN REAL PROPERTY IN THE CITY OF GREER AS
AN ABANDONED BUILDING SITE (Action Required)
Presented by Jeff Randolph

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution Number 16-2018	7/6/2018	Resolution
☐ Res 16-2018 Exhibit A Survey & Letter	7/6/2018	Exhibit

RESOLUTION NUMBER 16-2018

A RESOLUTION CERTIFYING CERTAIN REAL PROPERTY IN THE CITY OF GREER AS AN ABANDONED BUILDING SITE

WHEREAS, the City of Greer, South Carolina (the “City”), acting by and through its City Council (the “Council”), is authorized and empowered to certify a piece of real property as an “abandoned building site” by binding resolution of the governing body of the City pursuant to Title 12, Chapter 67 of the Code of Laws of South Carolina 1976, as amended (the “Act”); and

WHEREAS, Section 12-67-120(1) of the Act provides that an “abandoned building” means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space of which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a “Notice of Intent to Rehabilitate”;

WHEREAS, Section 12-67-120(2) of the Act provides that a “building site” means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building’s income producing use;

WHEREAS, Greer Poinsett Properties, LLC owns property identified as “Tract 1, containing .506 acres, 22,058 Sq. Ft” and further identified as Greenville County Tax Map No. G021.00-01-012.00, G021.00-01-011.02, and P/O G021.00-01-011.00 as shown on a survey entitled “Recombination Survey for Tribe513 Properties E Poinsett, LLC and Greer Poinsett Properties, LLC” dated April 9, 2018 and recorded in the Greenville County Register of Deeds Office as Plat Book 1301 at Page 0055 (hereinafter “the Property”), a copy of which is attached hereto as Exhibit “A”;

WHEREAS, Greer Poinsett Properties, LLC seeks to receive the tax credit afforded by the Act, and therefore, filed with the South Carolina Department of Revenue a Notice of Intent to Rehabilitate the building site located on the Property within the meaning of Section 12-67-120(7) of the Act, a copy of which is attached hereto as Exhibit “B”;

WHEREAS, the Notice of Intent attached as Exhibit “B” identifies the Property, the building site, and the estimated rehabilitation expenses.

WHEREAS, pursuant to Section 12-67-140(C) of the Act, Greer Poinsett Properties, LLC also submitted a Notice of Intent to Rehabilitate to the City, and the City must now determine, by resolution, the eligibility of the building site and the proposed rehabilitation expenses for the tax

credit. If the City determines that the building site and the proposed rehabilitation expenses are eligible for the credit, there must be a public hearing and the City shall approve the building site for the credit by ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of Council of the City of Greer, in Council Assembled that:

Section 1. The abandoned building site located on the Property is an “abandoned building” as defined pursuant to Section 12-67-120(1) of the Act.

Section 2. The Property qualifies as a “building site” as defined pursuant to Section 12-67-120(2) of the Act.

Section 3. The estimated rehabilitation expenses are \$2,000,000.00.

Adopted this ____ day of _____, 2018.

CITY OF GREER, SOUTH CAROLINA

(SEAL)

By: _____
Name: Richard W. Danner
Its: Mayor

ATTEST:

By: _____
Name: Tammela Duncan
Its: Municipal Clerk

Introduced by: _____

First and Final Reading: July 10, 2018

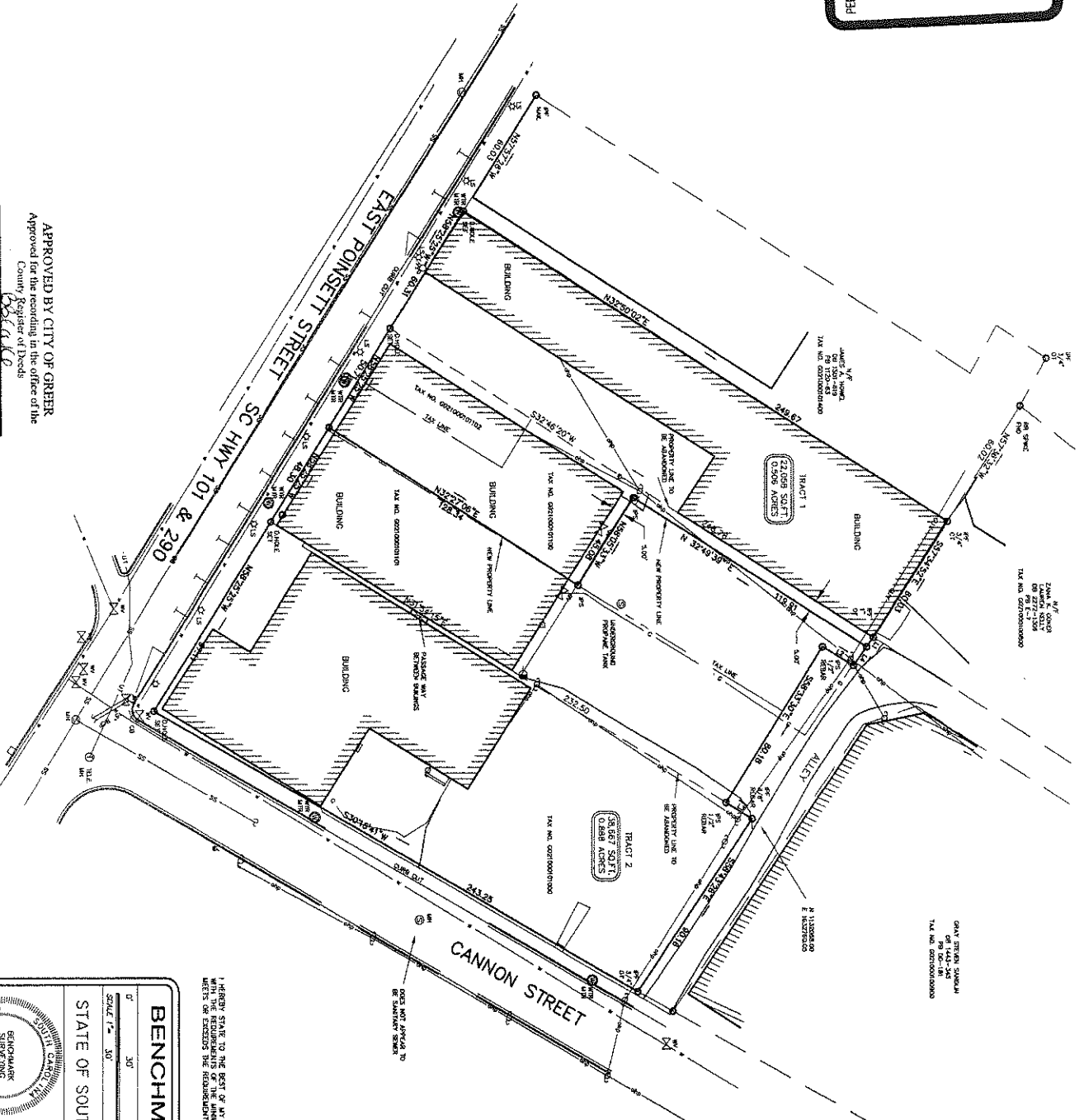
Approved as to Form:

Daniel R. Hughes
City Attorney

6869-139-000 (000) 0000

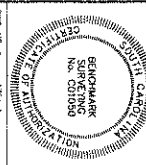
EXHIBIT

A



APPROVED BY CITY OF GREER
County Register of Deeds
Director Building & Zoning or
Planning & Zoning Coordinator
Date: 4/11/18

NO.	DATE	CHANGE OWNER NAME	BY
1	4/10/18	CHANGE OWNER NAME	J.C.



BENCHMARK SURVEYING, INC.
STATE OF SOUTH CAROLINA
RECOMBINATION SURVEY
FOR
TRIBE513 PROPERTIES
E POINSETT, LLC
AND
GREER POINSETT
PROPERTIES, LLC
GREENVILLE COUNTY

DATE: APRIL 9, 2018
P.O. BOX 25435
GREENVILLE, S.C. 29616
TEL: (864) 979-6401
POST@BENCHMARKSURVEYING.COM

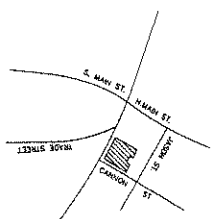
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA SURVEYING ACT, AND THE SURVEY IS A CLASS "A" SURVEY AS SET FORTH THEREIN.

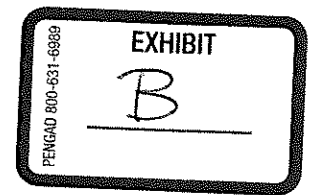
NOTES:
DEED BOOK 144 PAGE 26
TAX NO. 020700000000
DEED BOOK 1008 PAGE 10
TAX NO. 020700000000
DEED BOOK 1008 PAGE 10
TAX NO. 020700000000
TAX NO. 020700000000

FILED IN GREENVILLE COUNTY, SC
2018026119
APRIL 12, 2018 10:41:22 AM
Fees: \$10.00

LINE	DATE	DESCRIPTION
1	4/10/18	CHANGE OWNER NAME
2	4/10/18	CHANGE OWNER NAME
3	4/10/18	CHANGE OWNER NAME
4	4/10/18	CHANGE OWNER NAME

LOCATION MAP





GREER POINSETT PROPERTIES, LLC
2801 Pelham Road
Greenville, South Carolina 29615

June 5, 2018

Abandoned Building Credit Notice
Research and Forms Development
South Carolina Department of Revenue
Columbia, SC 29214-0019

Re: Greer Poinsett Properties, LLC- Notice of Intent to
Rehabilitate-129, 135 and 137 E. Poinsett Street, Greer, South

Carolina

To Whom It May Concern:

Pursuant to Section 12-67-140(B)(1) of the South Carolina Code of Laws, 1976, as amended (the "Code"), this Notice of Intent to Rehabilitate (this "Notice") is hereby submitted to the Department in order for Greer Poinsett Properties, LLC (the "Company") to claim certain state income tax credits under Section 12-67-140(A) of the Code for proposed rehabilitation expenses to be incurred in connection with the Company's acquisition and redevelopment of the real property and improvements located at 129, 135 and 137 E. Poinsett Street in Greer, Greenville County, South Carolina (the "Property"). As required by Section 12-67-120(7) of the Code, the Company hereby provides the following information in this Notice:

1. Location. As indicated above, the proposed building site has a physical street address of 129, 135 and 137 E. Poinsett Street located in the City of Greer, South Carolina. The property consists four tax parcels bearing Greenville County Tax Map Numbers G021.00-01-012.00, G021.00-01-011.02 and Part of G021.00-01-011.00.

2. Acreage. The Property, in the aggregate, contains 0.58 acres.

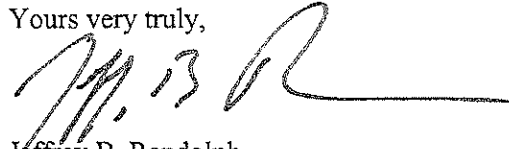
3. Existing Building Square Footage. There are two buildings plus a portion of a third building in existence on the Property as of the date of this Notice which contain 17,000 square feet.

4. Estimated Expenses. The Company estimates that its rehabilitation expenses for redevelopment of the building site will be \$2,000,000.

5. New Construction. For the initial phase of the rehabilitation, the existing building will remain intact and will be renovated as part of the rehabilitation. No additional square footage will be added to the building. For the second phase of the rehabilitation, an additional small one story building, consisting of 6,200 square feet, is contemplated to be constructed in an area adjacent to the existing building and this would be the only new construction will be involved. There will be improvements made to the parking areas serving the building.

If you have any questions concerning the foregoing or need additional information, please contact the undersigned at 864-284-0122 or jrandolph@gracechurchsc.org.

Yours very truly,

A handwritten signature in black ink, appearing to read "J.B. Randolph", followed by a long horizontal line.

Jeffrey B. Randolph
Manager



AGENDA
GREER CITY COUNCIL
7/10/2018

First Reading of Ordinance Number 17-2018

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY TI HUD INVESTMENTS, LLC AND VICTORIA INTERESTS, LLC LOCATED AT 3325, 3331, 3337 BRUSHY CREEK ROAD FROM O-D (OFFICE DISTRICT) AND C-2 (COMMERCIAL) TO DRD (DESIGN REVIEW DISTRICT). (Action Required)

Executive Summary:

Ordinance #17-2018 is a rezoning request for three parcels located on Brushy Creek Rd. The owners are requesting a rezoning from O-D, Office District, and C-2, Commercial, to DRD, Design Review District. The purpose of this rezoning is to develop a Townhome Community with 84 townhomes. The Planning Commission conducted a public hearing on May 21, 2018 for the rezoning request with 68 units, which they approved. The developer brought a revised plan with the addition of 16 units for a total of 84 units on June 18, 2018. The Planning Commission recommended approval of the original request for a maximum of 68 units. The developer is requesting for Council to overrule the Planning Commission and approve 76 units. A traffic study was also completed after Planning Commission and the developer is proposing to install a turning lane as described in the Statement of Intent.

Brandon McMahan, Zoning Coordinator

ATTACHMENTS:

Description	Upload Date	Type
☐ Ord 17-2018 Cover Memo	7/5/2018	Cover Memo
☐ Ordinance Number 17-2018	7/5/2018	Ordinance
☐ Ord 17-2018 Exhibit A Map	7/5/2018	Exhibit
☐ Ord 17-2018 Exhibit B Statement of Intent	7/5/2018	Exhibit
☐ Ord 17-2018 Exhibit C Concept Plan	7/5/2018	Exhibit
☐ Ord 17-2018 Planning Commission Minutes	7/5/2018	Exhibit

Memorandum

To: Mr. Driggers, City Administrator
From: Brandon McMahan, Zoning Coordinator
Subject: Ordinance # 17-2018
Date: July 5, 2018
CC: Tammy Duncan, City Clerk

Ordinance #17-2018 is a rezoning request for three parcels located on Brushy Creek Rd. The owners are requesting a rezoning from O-D, Office District, and C-2, Commercial, to DRD, Design Review District. The purpose of this rezoning is to develop a Townhome Community with 84 townhomes.

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The developer is requesting for Council to overrule the Planning Commission and approve 76 units. A traffic study was also completed after Planning Commission and the developer is proposing to install a turning lane as described in the Statement of Intent.

ORDINANCE NUMBER 17-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY TI HUD INVESTMENTS, LLC AND VICTORIA INTERESTS, LLC LOCATED AT 3325, 3331, 3337 BRUSHY CREEK ROAD FROM O-D (OFFICE DISTRICT) AND C-2 (COMMERCIAL) TO DRD (DESIGN REVIEW DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to certain properties owned by TI HUD Investments, LLC and Victoria Interests, LLC located at 3325, 3331, 3337 Brushy Creek Road and more clearly identified by the attached City of Greer Map specifying Greenville County Parcel Numbers G006000200204, G006000200200 and G006000200205 containing approximately 8.75 +/- acres attached hereto marked as Exhibit A, the attached Statement of Intent marked as Exhibit B and the attached Concept Plan marked as Exhibit C.

1. The owners desire to change the zoning classification of their properties and have shown the need for such use to the Greer Planning Commission at a public hearing held on May 21, 2018 and June 18, 2018.

2. To accomplish the desired change in use in the most effective manner, the zoning classifications should be changed to DRD (Design Review 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 classifications of the properties located at 3325, 3331, 3337 Brushy Creek Road and more particularly identified by the attached City of Greer Map specifying Greenville County Parcel Numbers G006000200204, G006000200200 and G006000200205 containing approximately 8.75 +/- acres attached hereto marked as Exhibit A shall be changed from O-D (Office District) and C-2 (Commercial) to DRD (Design Review 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: July 10, 2018

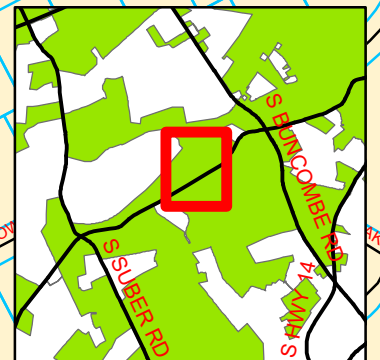
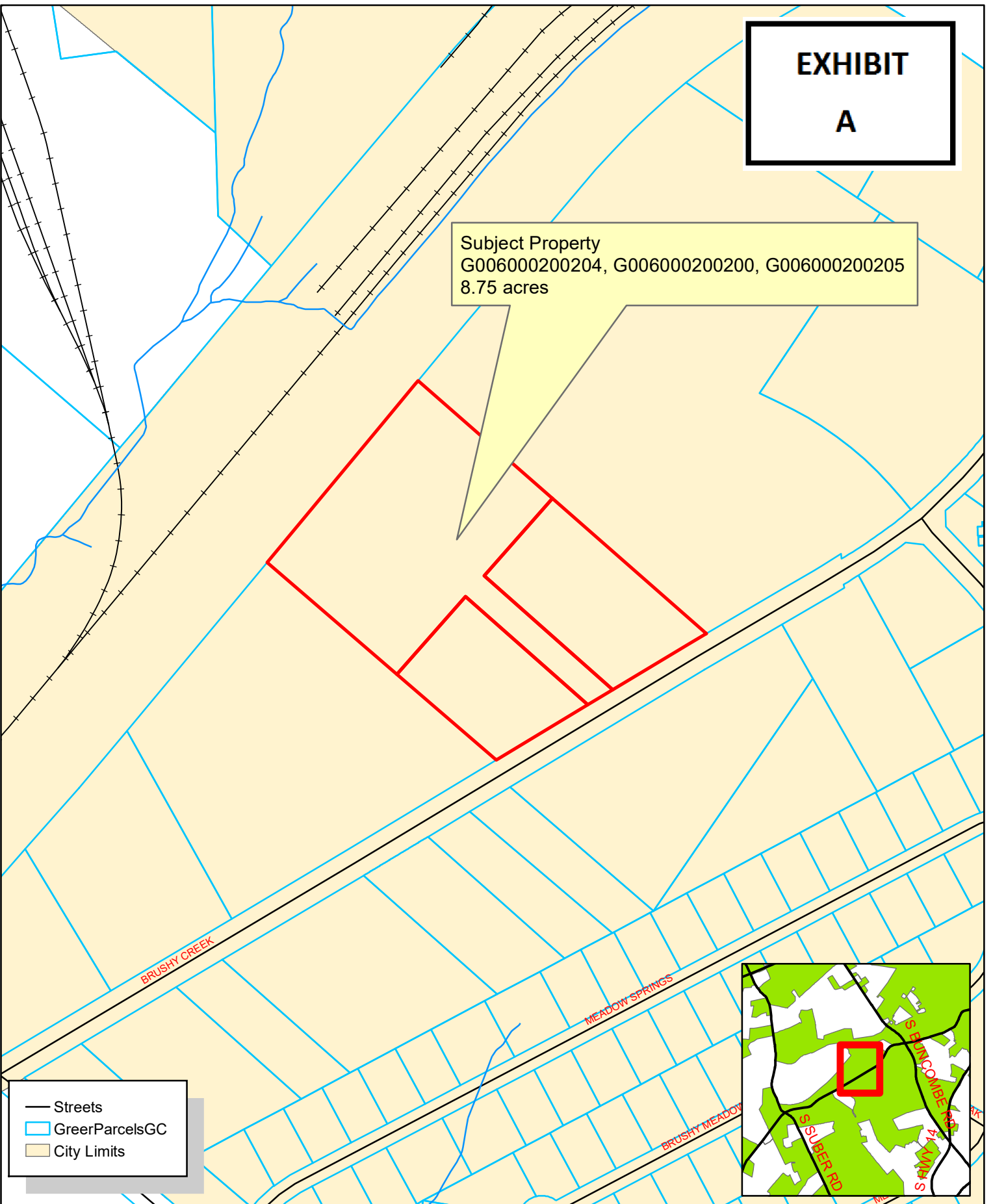
Second and
Final Reading: July 24, 2018

Approved as to Form:

Daniel R. Hughes, Esquire
City Attorney

EXHIBIT A

Subject Property
G006000200204, G006000200200, G006000200205
8.75 acres



- Streets
- GreerParcelsGC
- City Limits



STATEMENT OF INTENT

ECHO RIDGE

**3325, 3331, and 3337 Brushy Creek Road
Greer, South Carolina 29650**

Design Review District

Arbor Job No. 18008

April 16, 2018

Amended May 2, 2018

Amended June 6, 2018

Amended July 2, 2018

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1.0 PURPOSE

This statement is intended to describe in detail the proposed Design Review District composed of 8.75+/- acres located on Brushy Creek Road, hereafter referred to as Echo Ridge. The proposed development encompasses three tracts, as recorded on Tax Sheet G006.00, Book 02, Lots 2.0, 2.4 and 2.5. Echo Ridge will consist of single-family attached residential units, buffer area, and common open space.

The specific intent of this project will be to develop a high-quality residential development in harmony with the existing community that is likewise a desirable addition to the physical pattern of the neighborhood. The architectural character and visual appearance of the development will blend and harmonize with the surrounding area. Additional traffic will not burden the existing streets and the project will not adversely impact the environment.

2.0 EXISTING ZONING

The subject property is located within the City of Greer and is currently zoned C-2 and O-D. According to the 2010 Comprehensive Plan, the subject property's existing land use is Industrial and the future use is Employment Center.

3.0 EXISTING TRANSPORTATION, UTILITIES AND SITE CONDITIONS

The subject property is bounded by Brushy Creek Road to the south. Although Brushy Creek Road allows a single point of access to the development, the existing road network provides numerous travel routes to and from the project area. Brushy Creek Road is subject to 9,600 AADT according to 2017 data. The subject property would produce around 445 AADT

(4.6% increase). The property is bounded by railroad lines and industrial areas to the north, Calvary Chapel of Greer to the west, and Praise Cathedral Church of God to the east.

Sewer is available by way of an 8" gravity line that crosses the subject property from north to south which is owned and maintained by the Greer Commission of Public Works. Water service is available by way of a 10" water main located on the southern side of Brushy Creek Road which is owned and maintained by the Greer Commission of Public Works. Electricity is provided by the Greer Commission of Public Works. Natural gas is provided by the Greer Commission of Public Works. The project lies within the Greer City Fire Service Area approximately 1.3 miles from Greer Fire Department 2. Telephone service is provided by AT&T and cable is available through Spectrum.

Echo Ridge is located in the Greenville County School District and is served by Taylors Elementary School, Greer Middle School, and Greer High School. Existing residents south of Brushy Creek Road are served by Woodland Elementary School, Riverside Middle School, and Riverside High School.

4.0 DEVELOPMENT SCHEME

As a part of the Design Review District, Echo Ridge is divided into three zones, according to the appropriate land use. The limits of each zone are shown on the accompanying Site Plan and are described as follows:

4.1 Zone I

Zone I, consisting of 4.91 +/- acres, will allow up to 76 single-family attached homes and road rights-of-way. Building pads shall be a minimum of 1,100 sf/unit, a maximum of 6

units will be attached in a single string, and units will be 1,500-2,500 sf with 3-4 bedrooms. Overall project density around 8.7 units/acre.

4.2 Zone II

Zone II, consisting of 0.71 +/- acres, will contain a 12.5' buffer required for any property greater than 5 acres but less than 10 acres in size. Although typically enforced where a non-residential use is proposed adjacent to a residential use, Echo Ridge will provide the buffer so that the proposed residential use is buffered from non-residential uses. No structures or land disturbance is proposed within the 12.5' buffer with the following exceptions: utility connections may cross the buffer between a 60° and 90° angle; pedestrian access to adjacent neighbors shall be allowed between a 60° and 90° angle; sidewalks and street tree planting in keeping with the existing treatment to the east along Brushy Creek Road shall be allowed along Brushy Creek Road; and vehicular/pedestrian access shall be allowed along Brushy Creek Road. Berms, fences, and/or evergreen plant material shall be allowed to provide a 6' screen of adjacent uses within the 12.5' buffer where existing vegetation does not exist. This screen shall not be required where the buffer area is within the existing utility easement maintained by CPW. This zone will be dedicated to a Property Owner's Association (the "POA"). The POA will be formed once development activities commence.

4.3 Zone III

Zone III, consisting of 3.02 +/- acres, will contain common open space for the use of Echo Ridge residents. The common open space is comprised of property outside of the 12.5' buffer, road rights-of-way, residential pads, and the area between the residence and the rights-of-way. The land within this zone may be disturbed during construction and development.

Following construction, this zone will provide pedestrian walks and/or trails, potential pedestrian connections to adjacent uses, development signage, a mail kiosk, storm water control, utility connections, and landscaping. This zone will also include a 12.5' of the 25' building line around the property boundary. No structures will be allowed inside this building line. This zone will be dedicated to a Property Owner's Association. This Association will be set up as soon as any development begins. Together with Zone II, 3.73 +/- acres (or 42.6% of the property) will be dedicated to the POA.

4.4 Current Conditions

Currently the subject property is vacant and undeveloped. The front half of the property consists of pasture while the back half consists of early forest growth and invasive species (Callery Pear). The gravity sewer easement (CPW) is well maintained and grassed. Mature trees line the western boundary.

5.0 DRAINAGE

The subject property sits on a ridge and the existing drainage flows toward the railroad side of the property in two broad swales shared with the property owners to the east and the west. The storm water system will be designed to meet and exceed local, state, and federal regulations, involving storm flow as well as siltation and erosion control. Quality of storm water will be provided by new silt basins and one storm water basin. Quantity of storm water will be provided by on site storm water management basin.

6.0 BUFFER ZONE

The project will provide a 12.5' buffer required for any property greater than 5 acres but less than 10 acres in size. Although typically enforced where a non-residential use is proposed adjacent to a residential use, Echo Ridge will provide the buffer so that the proposed residential use is buffered from non-residential uses. No structures or land disturbance is proposed within the 12.5' buffer with the following exceptions: utility connections may cross the buffer between a 60° and 90° angle; pedestrian access to adjacent neighbors shall be allowed between a 60° and 90° angle; sidewalks and street tree planting in keeping with the existing treatment to the east along Brushy Creek Road shall be allowed along Brushy Creek Road; and vehicular/pedestrian access shall be allowed along Brushy Creek Road. Berms, fences, and/or evergreen plant material shall be allowed to provide a 6' screen of adjacent uses within the 12.5' buffer where existing vegetation does not exist. This screen shall not be required where the buffer area is within the existing utility easement maintained by CPW.

7.0 ACCESS TO THE PROJECT

Access to the project will be provided by one main entrance. The entrance on Brushy Creek Road will be designed to reflect the quality of the entire community. An unpaved 20' emergency access to Brushy Creek acceptable to SC DOT and the City of Greer Fire Department will be provided as well.

Sprague & Sprague prepared a Traffic Impact Study on June 18, 2018. The report indicates that:

From a capacity standpoint, the site access intersection with Brushy Creek Road can operate acceptably with one lane on all approaches. However, 2021 build volumes meet guidelines for a left turn lane on Brushy Creek Road at the site access. A right turn lane is not necessary on Brushy Creek at the site access. If a left turn lane is required, a storage length of at least 32 feet

should be provided. The standard SCDOT minimum for left turn lane storage is 100 feet.

As a result of this report and anticipated requirements by SCDOT, a left turn lane of 100 feet will be provided at the entrance to Echo Ridge. Likewise, 8' +/- of additional right-of-way will be dedicated to SCDOT (0.11 Ac+/-) along Brushy Creek Road.

8.0 FINANCING

Development funds will be provided by a combination of private investors and private sector bank financing.

9.0 PHASING

Engineering drawings and appropriate permits will be pursued immediately upon approval. Development will begin as soon as all permits have been issued. The entire project should be totally developed in a 2 - 3 year period.

10.0 PROPERTY OWNERS ASSOCIATION

The POA will be established to address the maintenance and use of common areas, storm water facilities, landscaping, entrance monument and lighting.

11.0 CONCLUSIONS

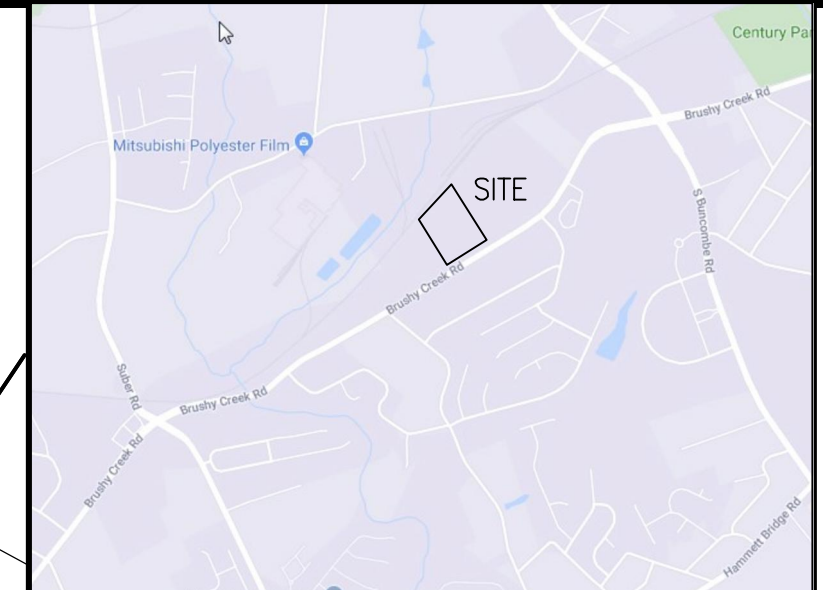
This project will provide a high-quality single-family attached neighborhood that fits in with the surrounding community and provides housing within the Employment Center it is included within. The Design Review District allows the adequate control to maintain the

aesthetics being developed along the Brushy Creek Road corridor. This type of development cannot be accomplished while utilizing traditional zoning.

EXHIBIT
C

RAILROAD
RIGHT-OF-WAY

TMS # G006000200202
N/F
PRAISE CATHEDRAL
CHURCH OF GOD
D.B. 2450-2590
P.B. 43-198

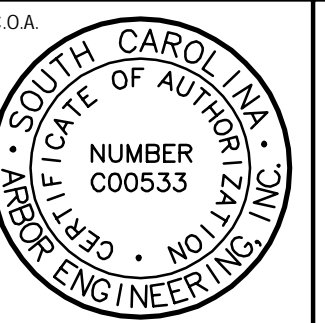


VICINITY MAP



Box 263 Greenville, S.C. 29602
Telephone: (864) 235-3589 Fax: 233-6274
Email: arbor@arborengineering.com

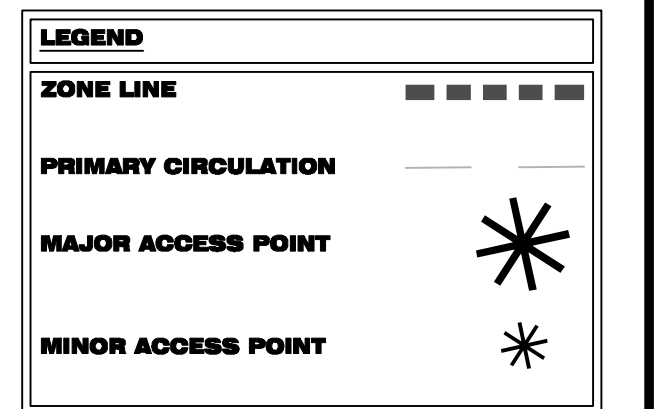
LANDSCAPE ARCHITECTS - CIVIL ENGINEERS
RECREATIONAL PLANNERS - LAND PLANNERS - URBAN PLANNERS



REVISIONS

NO.	DATE	DESCRIPTION	BY
A	4/16/18	SUBMITTAL TO THE CITY OF GREER PLANNING	JM3
B	5/2/18	REVISED SUBMITTAL TO THE CITY OF GREER	JM3
C	6/4/18	REVISED SUBMITTAL TO THE CITY OF GREER	JM3
D	7/2/18	REVISED SUBMITTAL TO THE CITY OF GREER	JM3

LEGEND



NOTES:
1. TOPOGRAPHIC AND BOUNDARY INFORMATION OBTAINED FROM GREENVILLE COUNTY GIS.
2. APPROVED GRADING/EROSION CONTROL PLANS AND UTILITY PLANS SHALL BE OBTAINED PRIOR TO SITE DEVELOPMENT.

ECHO RIDGE
DRD
BRUSHY CREEK ROAD
CITY OF GREER SOUTH CAROLINA

SITE PLAN
ZONES

DRAWN: JM3	DATE: APRIL 16, 2018
DESIGN: JM3	HORIZONTAL SCALE: 1"=50'
APPROVED: JM3	VERTICAL SCALE: N/A
GRAPHIC SCALE: 50' 0' 50' 100'	SCALE: 1"=50'

JOB NO. 18008
DRAWING NO. DRD-1
SHEET NO. 1 OF 2

ZONE III

TMS # G006000200200

LOT 3
4.05 AC
220,666 SF

ZONE III

ZONE I

ZONE II

TMS # G006000200201
N/F
CALVARY CHAPEL
OF GREER
D.B. 2483-5110
P.B. 86-198

25' BUILDING LINE
12.5' BUFFER

PEDESTRIAN ONLY

EMERGENCY ACCESS ON

TMS # G006000200201
N/F
SHAW ENTERPRISES
PROPERTIES LI
D.B. 2438-1791

TMS # G006000200104
N/F
SHAW ENTERPRISES
PROPERTIES LI
D.B. 2438-1791

TABLE 1 - LOCATION AND ACREAGE OF USES

	ACREAGE	USE
ZONE I	4.91	SINGLE-FAMILY ATTACHED RESIDENTIAL
ZONE II	0.71	BUFFER (12.5')
ZONE III	3.02	COMMON OPEN SPACE
SCDOT	0.11	R/W TO BE DEDICATED
TOTAL	8.75	

TABLE 2 - DENSITY OF RESIDENTIAL AREAS

	UNITS	ACREAGE	DENSITY
ZONE I	76	4.91	15.5
ZONE II	0	0.71	0.0
ZONE III	0	3.02	0.0
SCDOT	0	0.11	0.0
TOTAL	76	8.75	8.7

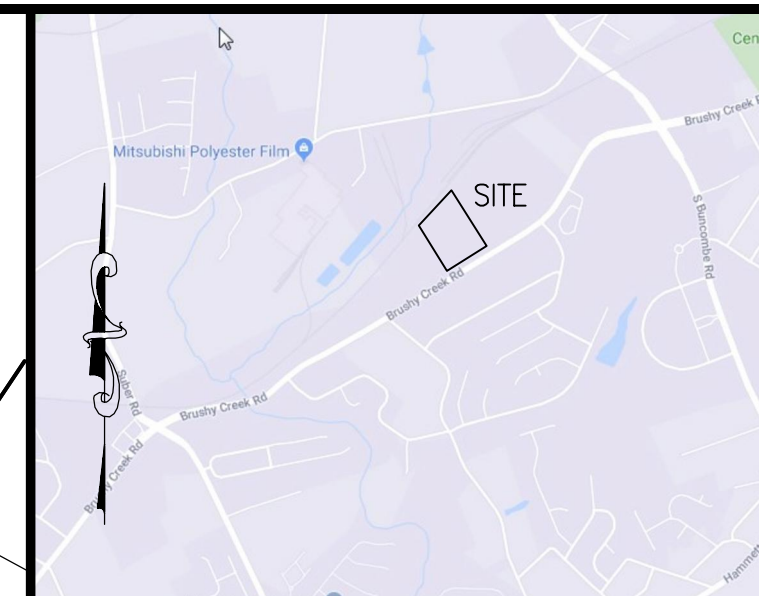
TABLE 3 - PARKING

ZONE I	2 PER DWELLING UNIT
ZONE II	NONE REQUIRED
ZONE III	NONE REQUIRED

© 2015 Arbor Engineering, Inc. THIS DRAWING IS THE PROPERTY OF ARBOR ENGINEERING, INC. AND IS FURNISHED WITH THE CONDITION THAT IT IS NOT TO BE ALTERED WITHOUT THE WRITTEN AUTHORIZATION OF ARBOR ENGINEERING, INC. FURTHERMORE, THIS DRAWING IS NOT TO BE COPIED, REPRODUCED OR USED BY OTHERS EXCEPT AS REQUIRED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.

RAILROAD
RIGHT-OF-WAY

TMS # G006000200202
N/F
PRAISE CATHEDRAL
CHURCH OF GOD
D.B. 2450-2590
P.B. 43-198

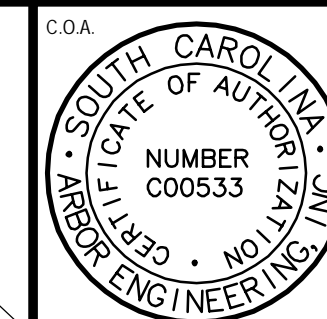


VICINITY MAP

ARBOR
ENGINEERING

Box 263 Greenville, S.C. 29602
Telephone: (864) 235-3589 Fax: 233-6274
Email: arbor@arborengineering.com

LANDSCAPE ARCHITECTS - CIVIL ENGINEERS
RECREATIONAL PLANNERS - LAND PLANNERS - URBAN PLANNERS



REVISIONS

NO.	DATE	DESCRIPTION	BY
A	4/16/18	SUBMITTAL TO THE CITY OF GREER PLANNING	JM3
B	5/2/18	REVISED SUBMITTAL TO THE CITY OF GREER	JM3
C	6/4/18	REVISED SUBMITTAL TO THE CITY OF GREER	JM3
D	7/2/18	REVISED SUBMITTAL TO THE CITY OF GREER - COUNCIL	JM3

LEGEND

ECHO RIDGE
DRD
BRUSHY CREEK ROAD

CITY OF GREER SOUTH CAROLINA

SITE PLAN
CONCEPT LAYOUT

DRAWN: AMA	DATE: APRIL 16, 2018
DESIGN: JM3	HORIZONTAL SCALE: 1"=50'
APPROVED: JM3	VERTICAL SCALE: N/A
GRAPHIC SCALE 50' 0' 50' 100' SCALE: 1"=50'	

JOB NO.
18008

DRAWING NO.

DRD-2

SHEET NO.

2 OF 2

EX SS
TO BE RELOCATED
(COORDINATE W/ GREER
CPW)

TMS # G006000200201
N/F
CALVARY CHAPEL
OF GREER
D.B. 2483-5110
P.B. 86-198

TMS # G006000200201
N/F
SHAW ENTERPRISES
PROPERTIES LI
D.B. 2438-1791

TMS # G006000200104
N/F
SHAW ENTERPRISES
PROPERTIES LI
D.B. 2438-1791

**ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, JUNE 18, 2018**

DOCKET: **RZ 2018-08**

APPLICANT: Arbor Engineering

PROPERTY LOCATION: 3325, 3331, and 3337 Brushy Creek Rd

TAX MAP NUMBER: G006000200200, G006000200204, G006000200205

EXISTING ZONING: C-2, Commercial, and O-D, Office District

REQUEST: DRD, Design Review District

SIZE: 8.75 acres

COMPREHENSIVE PLAN: Employment Center Community on a Neighborhood Corridor

ANALYSIS: **RZ 2018-08**

RZ 2018-08 is a rezoning request for three parcels located on Brushy Creek Road. This property is currently vacant. The request is to rezone the property from C-2, Commercial, and O-D, Office District, to DRD, Design Review District, for the construction of up to 84 townhouse units. This area contains a mix of residentially and commercially zoned properties.

Surrounding land uses and zoning include:

North: I-1, Industrial, Mitsubishi
East: S-1, Service, Praise Cathedral office
South: C-2, Commercial, vacant
West: C-2, Commercial, Calvary Chapel

Zoning/Rezoning History:

1993: Annexation and I-1, Industrial (All Parcels)

2007: Rezoned to C-2, Commercial (ending 200 and 205), O-D, Office (ending 204)

The future land use map in the City's Comprehensive Plan defines these parcels as part of an Employment Center Community on a Neighborhood Corridor. The Employment Center allows most zoning districts and the Neighborhood Corridor allows for medium and higher residential zoning classifications. As such, the request is an acceptable density within these land use recommendations. For reference, the property is directly across from a Residential Land Use 2 Community with a recommended density of up to 4.5 units per acre. A Final Development Plan must also be submitted, reviewed, and approved prior to obtaining any permits for this property to include a detailed landscape plan.

STAFF RECOMMENDATION: Approval

ACTION – Mr. Hopper opened the business meeting for RZ 2018-08.

Ms. McCormick presented the staff analysis and recommendation for the request.

Jay Martin, applicant with Arbor Engineering, stated that the developer is considering putting screening on adjacent properties. He stated that the builder they had intended to use was no longer going to build their product and the new builder was going to use a narrower product, allowing them to get more units.

Brian Martin asked if they had a new traffic study for the increased units. Jay Martin stated that the traffic study had been completed and sent to him but he had not had an opportunity to review the results. Brian Martin stated that traffic was in issue on this road.

Brian Martin stated he is opposed to the increase. He stated that he would like to have all the information, to include the traffic study before making that decision.

John Holland asked if they were pushing the development back towards Norfolk Sothern's property. Ms. McCormick stated that the developer did this to allow improvements to Brushy Creek Road.

Brian Martin asked if the developer would be willing to put in a turn lane even if the traffic study did not call for one. Jay Martin advised that they have already established the right-of-way line at 33ft and they would like to see what the traffic study says.

Jay Martin stated that the last traffic study in 2017 stated about 9,600 annual average daily trips and they would be a 5% increase to that. He stated that they recognize that Brushy Creek Road is a highly traveled thoroughfare and needs to be increased to a 3-lane road from start to end.

ACTION – Mr. Martin made a motion to approve RZ 2018-08 with a maximum number of 68 units as originally requested. Ms. Jones seconded the motion. The motion carried with a vote of 7 to 0.



AGENDA
GREER CITY COUNCIL
7/10/2018

First Reading of Ordinance Number 25-2018

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY REBA C. AND NELSON R. GREENE, TRUSTEES LOCATED AT 851 BROCKMAN McCLIMON ROAD FROM R-S (RESIDENTIAL SUBURBAN) TO DRD (DESIGN REVIEW DISTRICT). (Action Required)

Executive Summary:

Ordinance #25-2018 is a rezoning request for a portion of a parcel located at the corner of Abner Creek Road and Brockman McClimon Road. The owner is requesting a rezoning from R-S, Residential Suburban, to DRD, Design Review District. The purpose of this rezoning is to develop a mixed use community with 60 townhomes and 70 single-family residences. The Planning Commission conducted a public hearing on June 18, 2018. The Planning Commission recommended approval of the development. Brandon McMahan, Zoning Coordinator

ATTACHMENTS:

Description	Upload Date	Type
▣ Ord 25-2018 Cover Memo	7/5/2018	Cover Memo
▣ Ordinance Number 25-2018	7/5/2018	Ordinance
▣ Ord 25-2018 Exhibit A Map	7/5/2018	Exhibit
▣ Ord 25-2018 Exhibit B Statement of Intent	7/5/2018	Exhibit
▣ Ord 25-2018 Exhibit C Concept Plan	7/5/2018	Exhibit
▣ Ord 25-2018 Planning Commission Minutes	7/5/2018	Backup Material

Memorandum

To: Mr. Driggers, City Administrator
From: Brandon McMahan, Zoning Coordinator
Subject: Ordinance # 25-2018
Date: July 5, 2018
CC: Tammy Duncan, City Clerk

Ordinance #25-2018 is a rezoning request for a portion of a parcel located at the corner of Abner Creek Road and Brockman McClimon Road. The owner is requesting a rezoning from R-S, Residential Suburban, to DRD, Design Review District. The purpose of this rezoning is to develop a mixed use community with 60 townhomes and 70 single-family residences.

The Planning Commission conducted a public hearing on June 18, 2018. The Planning Commission recommended approval of the development.

ORDINANCE NUMBER 25-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY REBA C. AND NELSON R. GREENE, TRUSTEES LOCATED AT 851 BROCKMAN McCLIMON ROAD FROM R-S (RESIDENTIAL SUBURBAN) TO DRD (DESIGN REVIEW DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to a certain property owned by Reba C. and Nelson R. Greene, Trustees located at 851 Brockman McClimon Road and more clearly identified by the attached City of Greer Map specifying Spartanburg County Parcel Number 5-34-00-006.00 containing approximately 30.86 +/- acres attached hereto marked as Exhibit A, the attached Statement of Intent marked as Exhibit B and the attached Concept Plan marked as Exhibit C.

1. The owners desire to change the zoning classification of their property and have shown the need for such use to the Greer Planning Commission at a public hearing held on June 18, 2018.
2. To accomplish the desired change in use in the most effective manner, the zoning classifications should be changed to DRD (Design Review 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 property located at 851 Brockman McClimon Road and more particularly identified by the attached City of Greer Map specifying Spartanburg County Parcel Number 5-34-00-006.00 containing approximately 30.86 +/- acres attached hereto marked as Exhibit A shall be changed from R-S (Residential Suburban) to DRD (Design Review 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: July 10, 2018

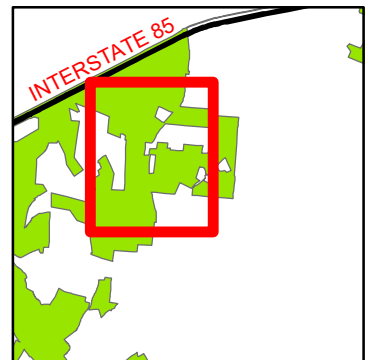
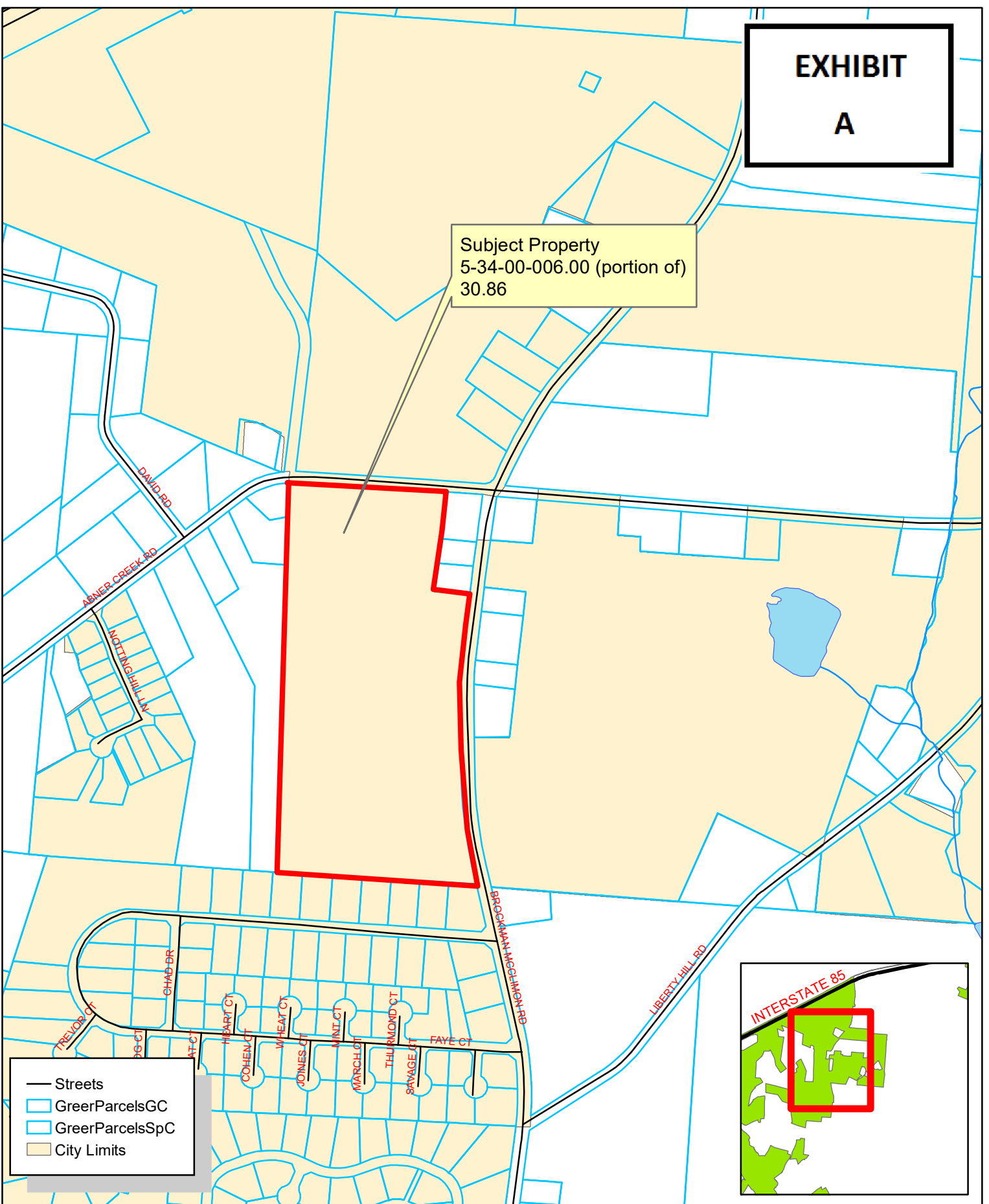
Second and
Final Reading: July 24, 2018

Approved as to Form:

Daniel R. Hughes, Esquire
City Attorney

EXHIBIT A

Subject Property
5-34-00-006.00 (portion of)
30.86



- Streets
- GreerParcelsGC
- GreerParcelsSpC
- City Limits



Ordinance 25-2018

0 0.065 0.13 0.195 0.26 Miles

Created 7/5/2018 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.

Colt's Neck
+/-30.86 Acre Residential Development
(Design Review District)
Brockman McClimon Road & Abner Creek Road – Greer, SC

Statement of Intent
May 14th, 2018

Community Development

The development planned for this +/-30.86-acre tract located at the southwestern quadrant of the intersection of Brockman McClimon Road and Abner Creek Road will utilize the Design Review District (DRD) zoning classification. The community will consist of attached single-family residential townhomes and detached single-family residential homes. The roads within the community will be built to private & public road standards. The townhomes will contain private roads which will be turned over to the HOA. The entrance and single-family detached roads will be turned over to the City of Greer once completed and inspected. Infrastructure improvements will consist of rolled curb and gutter along internal roads, public water mains, public sewer mains, storm drainage, and common grounds (open space and community areas) to be owned and maintained by a newly formed Home Owner's Association (HOA).

The existing topography & terrain will be utilized to maximize open space and common grounds. The common grounds will be a mixture of undisturbed and disturbed open space. To the maximum extent possible, the developer will try to preserve existing vegetation along the exterior property boundary. An entrance monument and landscaping will be installed along our proposed entrance off Brockman McClimon Road. A stormwater management pond will be installed in the middle of the detached single-family home section to address stormwater runoff and water quality treatment for the community. Additionally, the developer plans to construct the proposed pond with desirable slopes for access, a permanent pool elevation, and no proposed fencing so the residents can use the feature as an amenity.

Phasing & Density

The project will not exceed 60 single-family townhome units and 70 detached single-family lots. The overall density of the project will not exceed 130 lots/units or roughly 4.21 lots/units per acre. The project will be phased. Phase I will consist of approximately 29 townhome units and 43 detached single-family homes. Phase II will consist of approximately 29 townhome units and 26 detached single-family homes. If the development proceeds as expected, build-out will be complete within approximately 3 years.

Homes & Materials

The townhomes will have a mixture of sizes and all include a minimum 1-car garage. The minimum square footage per townhome is anticipated to be +/- 1,500 SF with an average of +/- 1,900-2,200 SF. This SF is heated space only. Most townhomes will contain a patio off the rear of the building with end units having the option of fireplaces or a bay window. There is no maximum townhome unit size. The minimum square footage per detached

single-family building is anticipated to be +/- 1,600 SF. The range could be between 1,600 - 3,000 SF. There is no maximum single-family detached home size. Exterior building materials may consist of Hardie Board or equal siding, vinyl and/or shake trim, and stone or brick accents for all buildings. Exteriors may contain (1) specific material or combination of all materials in some cases.

Amenities and Landscaping

The proposed development will include approximately 7.85 acres of common area with maximum efforts to preserve existing vegetation along the exterior property boundaries. This common area will include an approximate 1.0-acre wet stormwater pond w/ aerator. The stormwater management pond will be designed with a permanent pool and will be provided with a secondary well source to ensure it maintains this permanent pool. The side slopes along the stormwater pond will be decreased so that residents can access the pond. The pond will not be fenced so that residents of the community can access the pond. In addition to the wet pond, there will be a contemporary craftsman style Clubhouse with parking, walking trails, a porch, and a patio to include a grill/fireplace. Building materials for the clubhouse will match the building materials of the other buildings as described above. The development will also contain associated guest parking for residents. Our entrance drive located off Brockman McClimon Road will be heavily landscaped and contain an entrance monument for the neighborhood. The developer intends to install a community walking trail within the community to connect the development's common areas. The walking trails will also connect back to the internal sidewalk system provided on one side of all internal roads. A common sidewalk pathway will be provided from Brockman McClimon through the community to connect back to sidewalks provided along Abner Creek in lieu of providing sidewalks all along Brockman McClimon Road. Please refer to the Preliminary Development Plan for further clarification on the sidewalks and walking trails proposed for this community.

Sewer/Water

A sewer easement will provide access to the existing sanitary sewer main located to the South of the project in Faye Court that is owned and maintained by Greer Commission of Public Works. This sewer will serve our site. Public water is available along Abner Creek Road and Brockman McClimon Road to serve the development, and is owned and maintained by Greer Commission of Public Works. The new sewer and water mains will be built to public standards and turned over to Greer Commission of Public Works.

Setbacks/Buffers

All the proposed setbacks for this project are as follows:

- 30' minimum setback along Abner Creek Road and Brockman McClimon Road
- 25' minimum setback from exterior property lines (This is intended to be a building setback only but maximum efforts will be taken to preserve natural vegetation in these areas to buffer surrounding properties.)
- 18' of separation will be provided from the front of any garage to the edge of any internal sidewalks.

Other Public Improvements and Facility Impact

This development will contain private roads and public roads. The proposed entrance and roads serving the detached single-family section will be built to public road standards and be turned over to the City of Greer for ownership and maintenance. The roads/drives from the entrance and serving the townhome portion of the project will be built to private road standards and will be maintained by the HOA. Street lighting will be provided along all internal roads supplied by Greer Commission of Public Works. The common grounds (open space & community areas), visitor parking areas, the stormwater pond, and entrance features will be owned and maintained by the established Home Owner's Association (HOA). All construction will be in accordance with applicable building codes, zoning ordinances, and all other state and local laws and ordinances.

EXHIBIT C

PLAN 1000' TYP.

P/O 5-34-00-006.00

TOTAL AREA: ±30.86 ACRES

ZONING: R-5 (PROP. DRD)

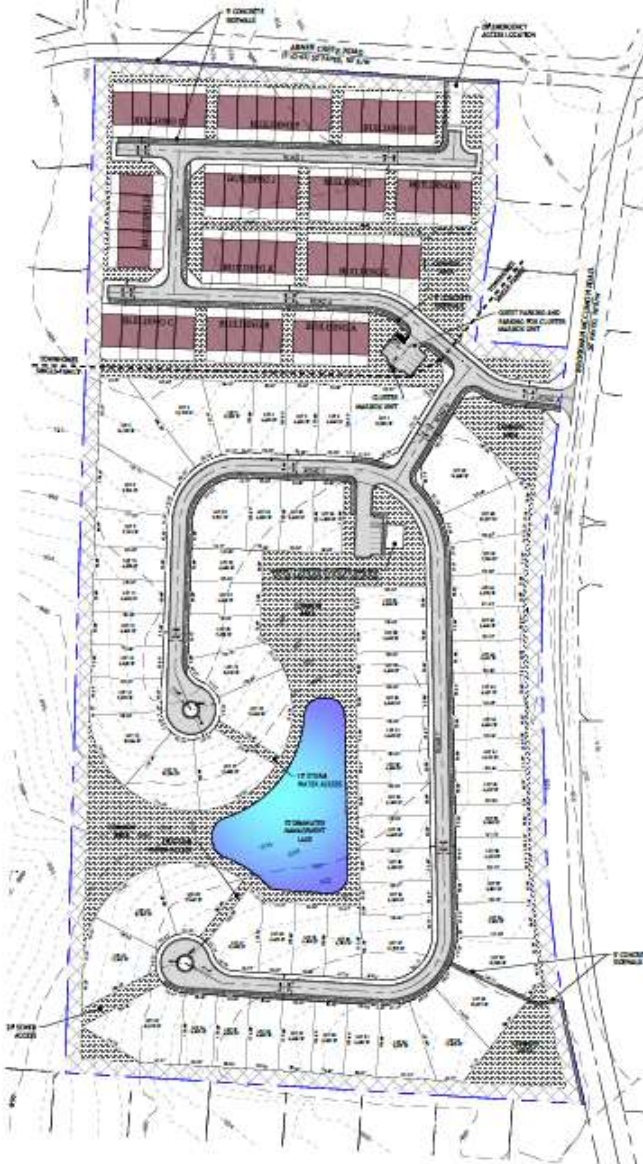
TOWNHOME PORTION: ±8.155 ACRES
58 TOWNHOME UNITS
1,620 SQ.FT. TYP PER UNIT
(30'x54'), END UNITS ARE
1,782 SQ.FT (33'x54')
(7.11 UNITS/ACRE)

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
(6 SPACES REQUIRED, 12
PROVIDED)

SINGLE-FAMILY PORTION: ±22.705 ACRES
69 SFR LOTS (55' X 120' TYP.)
(2.91 UNITS/ACRE)

PROPOSED ROADWAY: ±1,532 LF (40' R.O.W.) (PRIV.)
±2,020 LF (42' R.O.W.) (PUB.)
±414 LF (44' R.O.W.) (PUB.)
±3,966 LF (TOTAL)

SETBACKS
ABNER CREEK ROAD: 30'
BROCKMAN McCLENNON ROAD: 30'
EXTERIOR SETBACK: 25'

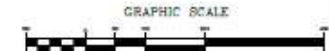


SITE PLAN LEGEND

- OPEN SPACE
- PROPERTY LINE
- PROPOSED BUILDING SETBACK LINE
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT

OPEN SPACE NOTE:
TOTAL PROPERTY AREA: ±29.99 AC.
TOTAL OPEN SPACE PROVIDED: ±7.85 AC.

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



OWNER	
COMPANY:	2020 AVENUE SOUTH, LLC
ADDRESS:	2020 AVENUE SOUTH - UNIT A
PHONE:	GREENVILLE, SC 29607
CONTACT:	216-543-1616
EMAIL:	SCOTT@2020AVENUESOUTH.COM
CIVIL ENGINEER	
COMPANY:	BLUEWATER CIVIL DESIGN, LLC
ADDRESS:	718 LOWDES HILL ROAD
PHONE:	GREENVILLE, SC 29607
CONTACT:	864-470-0266
EMAIL:	PAUL@BLUEWATERCIVIL.COM
SURVEYOR	
COMPANY:	30 LANE SURVEYING, INC.
ADDRESS:	10 CENTURY DRIVE
PHONE:	GREENVILLE, SC 29607
CONTACT:	864-275-0200
EMAIL:	JOHN@30LANE.COM

Project Number: 2018-024

Contract: COLTS NECK 100

Design/Draw: 08/2018

Issue/Revision: 03/2019

Project Location:

Paul J. Matthews, P.E.
Professional Engineer
South Carolina License No. 10000

blue water
civil design

718 Lowdes Hill Road • Greenville, SC 29607
www.BlueWaterCivil.com • info@BlueWaterCivil.com

South Carolina
Professional Engineer
PAUL J. MATTHEWS
No. 10000
Exp. 12/31/2020

South Carolina
Professional Engineer
PAUL J. MATTHEWS
No. 10000
Exp. 12/31/2020

COLTS NECK
Preliminary Development Plan
Abner Creek Road & Brockman McClellon Road
Greer, SC 29651

PRELIMINARY
DEVELOPMENT PLAN

PDP-1

**ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, JUNE 18, 2018**

DOCKET: RZ 2018-11

APPLICANT: Deep River South, LLC

PROPERTY LOCATION: 851 Brockman McClimon Rd

TAX MAP NUMBER: 5-34-00-006.00 – Portion

EXISTING ZONING: R-S, Residential Suburban

REQUEST: DRD, Design Review District

SIZE: 30.86 acres

COMPREHENSIVE PLAN: Residential Land Use 2 Community

ANALYSIS: RZ 2018-11

RZ 2018-11 is a rezoning request for a portion of a parcel located 851 Brockman McClimon Rd. The request is to rezone this parcel from R-S, Residential Suburban to DRD, Design Review District. This area contains mainly residential zoned properties.

Surrounding land uses and zoning include:

North: R-S, Residential Suburban: Vacant and Single Family Residences
East: Unzoned (Spartanburg County) and R-S, Residential Suburban:
Single Family Residences
South: PD-R, Planned Development Residential: Single Family Residences
West: Unzoned (Spartanburg County): Single Family Residences

Zoning/Rezoning History:

1995: Annexed and Zoned R-S, Residential Suburban

The land use map in the City's Comprehensive Plan defines these properties as Residential Land Use 2 Community. This Community category is generally where most residential subdivisions located across the city may be found. A large majority of the Community residential areas will have this category designation. The density range of these areas is between 2.6 to 4.5 units per acre. There may also be some of the lower density developments who were at one time considered the more rural parts of the community, included in this category. As such, the request for DRD, Design Review District, is appropriate at this location as the density proposed is 4.2 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

ACTION: Mr. Hopper opened the public hearing for RZ 2018-11.

Ms. McCormick gave the information for the request. She presented an aerial map, zoning & floodplain map, land use map, street view, and site plan for the property.

Robby Wood, resident at 810 Brockman McClimon Road Greer, stated that the proposed development is directly behind his house. He stated that he thinks the amount of homes requested is too many. He also stated that the traffic on Brockman McClimon was an issue and this development would make it worse. He feels that with the proposed community, the area will be over housed for the area and that Abner Creek Elementary is overcrowded. He stated that the roads cannot handle the increased amount of traffic and he is opposed to this development.

Christy Strickland, resident at 806 Brockman McClimon Road Greer, stated she has the same concerns as Mr. Wood and is also concerned that the only entrance to the proposed development is so close to the four way stop on Brockman McClimon and Abner Creek Road that traffic will be made worse. She stated that she is also concerned with privacy between the townhomes and her lot. She advised she has seen some plans for the proposed development and she sees there is a proposed sidewalk directly behind her property and having 2 small children and a dog, is concerned of noise and privacy. She is interested in what the developer plans to do about separation behind her property and Mr. Wood's property.

Anthony Rivera, resident at 801 Brockman McClimon Road Greer, stated he is also concerned about traffic.

Seeing that there was no one else present to speak for or against this request, Mr. Hopper closed the public hearing.

Mr. Hopper opened the business meeting for RZ 2018-11.

Ms. McCormick presented the staff report and recommendation for the request.

Scott Gillespie, developer, stated that he feels he has useful open space in this development. He advised they are willing to do any additional screening if requested. He stated that he would like to keep a more rural feel for the development and he wanted the wet pond to be an amenity. He stated that he and staff discussed the walking path and felt the design they have is most appropriate.

Mr. Martin asked how the homeowners in the development will know where their property ends and common area begins. Mr. Gillespie stated that he wants the community to all flow together and the homeowners may not know when common area begins and that he thinks this will be visually appealing.

Mr., Marin asked if no fencing would be a restrictive covenant. Mr. Gillespie stated that fencing would be allowed but the HOA would review the materials used to ensure it is rural in feel.

Mr. Martin asked if Mr. Gillespie would be willing to screen the properties along Brockman McClimon Road that are not included in the development. Mr. Gillespie stated yes, with at least 6ft of some kind of combination of fence and evergreen screening would be provided along the rear of their properties.

ACTION – Mr. Lavender made a motion to approve RZ 2018-11 with the following requirements: the developer screen along the 3 single family lots on the northeast corner of the property with a minimum 6ft screening of combination fence, berm, or greenery within the 25ft buffer; screen along the western boundary of the property to fill in with greenery to maintain a consistent screen in the area. Mr. Martin seconded the motion. The motion carried with a vote of 7 to 0.



AGENDA
GREER CITY COUNCIL
7/10/2018

First Reading of Ordinance Number 27-2018

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY BEN P. DILLARD III LOCATED AT 531 ABNER CREEK ROAD FROM PD (PLANNED DEVELOPMENT) TO R-12 (RESIDENTIAL SINGLE – FAMILY). (Action Required)

Executive Summary:

Ordinance #27-2018 is a rezoning request for a parcel located 531 Abner Creek Road. The owner is requesting a rezoning from PD, Planned Development, to R-12, Single- Family Residential. The purpose of this rezoning is to develop a single-family subdivision. The Planning Commission conducted a public hearing on June 18, 2018. The Planning Commission recommended approval of the rezoning.
Brandon McMahan, Zoning Coordinator

ATTACHMENTS:

Description	Upload Date	Type
▣ Ord 27-2018 Cover Memo	7/5/2018	Cover Memo
▣ Ordinance Number 27-2018	7/5/2018	Ordinance
▣ Ord 27-2018 Exhibit A Map	7/5/2018	Exhibit
▣ Ord 27-2018 Planning Commission Minutes	7/5/2018	Backup Material

Memorandum

To: Mr. Driggers, City Administrator
From: Brandon McMahan, Zoning Coordinator
Subject: Ordinance # 27-2018
Date: July 5, 2018
CC: Tammy Duncan, City Clerk

Ordinance #27-2018 is a rezoning request for a parcel located 531 Abner Creek Road. The owner is requesting a rezoning from PD, Planned Development, to R-12, Single-Family Residential. The purpose of this rezoning is to develop a single-family subdivision.

The Planning Commission conducted a public hearing on June 18, 2018. The Planning Commission recommended approval of the rezoning.

ORDINANCE NUMBER 27-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY BEN P. DILLARD III LOCATED AT 531 ABNER CREEK ROAD FROM PD (PLANNED DEVELOPMENT) TO R-12 (RESIDENTIAL SINGLE – FAMILY).

The City Council of Greer makes the following findings:

This ordinance pertains to certain property owned by Ben P. Dillard III located at 531 Abner Creek Road and more clearly identified by the attached City of Greer Map specifying Spartanburg County Parcel Number 9-07-00-035.02 containing approximately 14.73 +/- 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 June 18, 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 531 Abner Creek Road and more particularly identified by the attached City of Greer Map specifying Spartanburg County Parcel Number 9-07-00-035.02 containing approximately 14.73 +/- acres

attached hereto marked as Exhibit A shall be changed from PD (Planned Development) 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: July 10, 2018

Second and
Final Reading: July 24, 2018

Approved as to Form:

Daniel R. Hughes, Esquire
City Attorney

EXHIBIT

A

Subject Property
9-07-00-035.02
14.73 acres

- Streets
- GreerParcelsGC
- GreerParcelsSpC
- City Limits

Ordinance 27-2018

0 0.1 0.2 0.3 0.4 Miles

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**ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, JUNE 18, 2018**

DOCKET: RZ 2018-12

APPLICANT: NewStyle Communities, Inc

PROPERTY LOCATION: 531 Abner Creek Rd

TAX MAP NUMBER: 9-07-00-035.02

EXISTING ZONING: PD-R, Planned Development Residential

REQUEST: R-12 (Cluster Development)

SIZE: 14.73 acres

COMPREHENSIVE PLAN: Employment Center Community next to Residential Land Use 2 Community

ANALYSIS: RZ 2018-12

RZ 2018-12 is a rezoning request for a parcel located 531 Abner Creek Rd. The request is to rezone these parcels from PD-R, Planned Development Residential, to R-12 (Cluster Development), Single Family Residential. This area contains mainly residential zoned properties.

Surrounding land uses and zoning include:

North: R-S, Residential Suburban: Single Family Residence
East: R-15, Single Family Residential: Single Family Residence
South: C-3, Commercial and R-15, Single Family
Residential: Pelham Medical Center and Vacant land
West: C-2, Commercial: Vacant

Annexation/Zoning/Rezoning History:

1995: Annexed and Zoned PD-R, Planned Development Residential

The land use map in the Comprehensive Plan defines these properties as an Employment Center Community next to a Residential Land Use 2 Community. The intent of these centers is to provide employment opportunities for city residents as well as for people who may commute to these locations for work. Employment centers can also range in scale from single use buildings to large mixed-use buildings to multiple-building complexes possibly containing office, commercial, service, warehousing and industrial uses. In addition to providing employment and shopping opportunities, employment centers can also include living possibilities as well. Supportive uses such as recreational, educational, and other public uses can be found in employment centers as well. Therefore, most of the city's zoning district allowed land uses are permitted. Design standards may come into play when typical incompatible land uses are in close proximity to one another. The land use balance is about 10% residential and 90% nonresidential. 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.

STAFF RECOMMENDATION: Approval

ACTION: Mr. Hopper opened the business meeting for RZ 2018-12

Ms. McCormick presented the staff analysis and recommendation for the request.

Brock Fankhauser, applicant with NewStyle Communities, stated they specialize in age targeted maintenance free communities that are all brick single story architecture, and generally the price range is approximately 300 thousand to 500 thousand. He stated the average of buyers in these communities is 65.

ACTION – Mr. Martin made a motion to approve RZ 2018-12. Mr. Montgomery seconded the motion. The motion carried with a vote of 7 to 0



AGENDA
GREER CITY COUNCIL
7/10/2018

First Reading of Ordinance Number 28-2018

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY HESTER PLUS LLC LOCATED AT 309 PELHAM STREET FROM R-12 (RESIDENTIAL SINGLE – FAMILY) TO O-D (OFFICE DISTRICT). (Action Required)

Executive Summary:

Ordinance #28-2018 is a rezoning request for a parcel located 309 Pelham Street. The owner is requesting a rezoning from R-12, Single-Family Residential, to O-D, Office District. The purpose of this rezoning is to use the existing structure as an office. The Planning Commission conducted a public hearing on June 18, 2018. The Planning Commission recommended approval of the rezoning.
Brandon McMahan, Zoning Coordinator

ATTACHMENTS:

Description	Upload Date	Type
▣ Ord 28-2018 Cover Memo	7/5/2018	Cover Memo
▣ Ordinance Number 28-2018	7/5/2018	Ordinance
▣ Ord 28-2018 Exhibit A Map	7/5/2018	Exhibit
▣ Ord 28-2018 Planning Commission Minutes	7/5/2018	Backup Material

Memorandum

To: Mr. Driggers, City Administrator
From: Brandon McMahan, Zoning Coordinator
Subject: Ordinance # 28-2018
Date: July 5, 2018
CC: Tammy Duncan, City Clerk

Ordinance #28-2018 is a rezoning request for a parcel located 309 Pelham Street. The owner is requesting a rezoning from R-12, Single-Family Residential, to O-D, Office District. The purpose of this rezoning is to use the existing structure as an office.

The Planning Commission conducted a public hearing on June 18, 2018. The Planning Commission recommended approval of the rezoning.

ORDINANCE NUMBER 28-2018

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY HESTER PLUS LLC LOCATED AT 309 PELHAM STREET FROM R-12 (RESIDENTIAL SINGLE – FAMILY) TO O-D (OFFICE DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to certain property owned by Hester Plus LLC located at 309 Pelham Street and more clearly identified by the attached City of Greer Map specifying Greenville County Parcel Number G001001001400 containing approximately 0.257 +/- 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 June 18, 2018.
2. To accomplish the desired change in use in the most effective manner, the zoning classification should be changed to O-D (Office 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 property located at 309 Pelham Street and more particularly identified by the attached City of Greer Map specifying Greenville County Parcel Number G001001001400 containing approximately 0.257 +/- acres attached

hereto marked as Exhibit A shall be changed from R-12 (Residential Single-Family) to OD (Office 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: July 10, 2018

Second and
Final Reading: July 24, 2018

Approved as to Form:

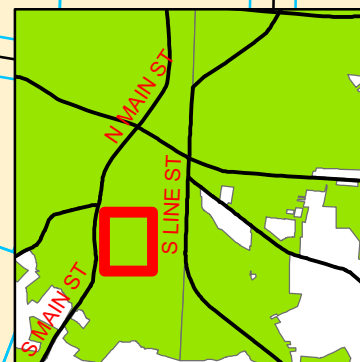
Daniel R. Hughes, Esquire
City Attorney

EXHIBIT

A

Subject Property
G001001001400
0.257 acres

- Streets
- GreerParcelsGC
- GreerParcelsSpC
- City Limits



Ordinance 28-2018

0 0.02 0.04 0.06 0.08 Miles

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**ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, JUNE 18, 2018**

DOCKET: RZ 2018-13

APPLICANT: Hester Plus, LLC

PROPERTY LOCATION: 309 Pelham Street

TAX MAP NUMBER: G001001001400

EXISTING ZONING: R-12, Single-Family Residential

REQUEST: O-D, Office District

SIZE: 0.257 acres

COMPREHENSIVE PLAN: Residential Land Use 2 Community

ANALYSIS: RZ 2018-13

RZ 2018-13 is a rezoning request for a parcel located 309 Pelham Street. The request is to rezone this parcel from R-12, Single-Family Residential, to O-D, Office District. This area contains mainly residentially 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: C-2, Commercial, and R-12, Single Family Residential

Annexation/Zoning/Rezoning History:

1971: Zoned to R-12

The land use map in the Comprehensive Plan defines this property is a Residential Land Use 2 Community. This Community category is generally where most residential subdivisions located across the city may be found. A large majority of the Community residential areas will have this category designation. This property was formally used as a laundry mat from 2001 to 2014 and was considered nonconforming for this use, but when a nonconforming use of land ceases for a continuous period of 90 calendar days, subsequent use for the land shall conform to the regulations for the district in which the land is located. The building lost its nonconforming status in August of 2014. The owner of this structure has attempted to locate a church in this location as that is allowed in R-12 zoning, but due to parking restraints, was unsuccessful. The structure is currently unsuitable for a single-family residential, but could easily be converted to an office. The O-D, Office District, zoning is generally low intensity and would not cause a large shift in traffic along this corridor. As such, Staff recommends approval of this rezoning request.

STAFF RECOMMENDATION: Approval

ACTION: Mr. Hopper opened the business meeting for RZ 2018-13.

Ms. McCormick presented the staff analysis and recommendation for the request.

Jamie Hester, applicant and owner of the property, stated that they feel office space will not have any detriment to the neighborhood.

ACTION – Mr. Holland made a motion to approve RZ 2018-13. Ms. Jones seconded the motion. The motion carried with a vote of 7 to 0.