



**AGENDA
GREER CITY COUNCIL**

April 9, 2019

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. Councilmember Jay Arrowood

IV. PUBLIC FORUM

V. MINUTES OF COUNCIL MEETING

**A. March 26, 2019
(Action Required)**

VI. SPECIAL RECOGNITION

A. Employee Recognition

VII. DEPARTMENTAL REPORTS

A. Skipper Burns, Director of Public Services will highlight his Monthly Report

VIII. PRESENTATION

A. Caroline Robertson, Executive Director of Greer Relief will present her Annual Report

**B. GIS Demonstration
Presented by Madeleine Bolick, GIS Planner**

IX. ADMINISTRATOR'S REPORT

A. Ed Driggers, City Administrator

X. OLD BUSINESS

A. Second and Final Reading of Ordinance Number 1-2019

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY WILLIAM AND MARSHA JOHNSON AND ELLA SUDDUTH NICHOLS LOCATED AT 1689 GIBB SHOALS ROAD AND 122 NICHOLS DRIVE 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 9-2019

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT O'HARE], WITH RESPECT TO INFRASTRUCTURE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE CITY; AND OTHER RELATED MATTERS. (Action Required)

XI. NEW BUSINESS

A. Memorandum of Understanding Greenville County Multi-jurisdictional Drug Force Unit

This is the agreement for the multi-jurisdictional drug task force. This agreement is to create a special task force between municipalities of Greenville County, the Greenville County Sheriff's Office, and the Thirteenth Circuit Solicitor's Office that will combine resources to investigate and prosecute violations of illegal drug trafficking across Greenville County. Presented by Matt Hamby, Police Chief (Action Required)

B. Seeking Approval of Purchase - Ladder Truck

**The Fire Department has been working diligently to evaluate the needs of the City and our department. After much thought and preparation, we are requesting approval to utilize the HGAC Purchasing Consortium to purchase the replacement ladder truck for the fire department. By utilizing the HGAC purchasing Consortium, we can purchase a truck that meets the specific needs of the City through a process that has been competitively bid while saving the City \$24,000.00.
Dorian Flowers, Fire Chief**

C. First Reading of Ordinance Number 10-2019

AN ORDINANCE TO AMEND THE CITY OF GREER ZONING CODE OF ORDINANCE BY REPEALING AND REPLACING ARTICLE 5 ZONING DISTRICT REGULATIONS, SECTION 5:3.3

AND SECTION 5:5.4-5 ACCESSORY BUILDING SETBACK WITHIN THE CITY OF GREER. (Action Required)

Ordinance #10-2019 is a text amendment to the City of Greer Zoning Code by amending Article 5 Zoning District Regulation, Section 5:3.3 and 5.5.4-5 Accessory Building Setback. The Planning Commission conducted a public hearing on March 18, 2019 and recommended approval of the amendment. Brandon McMahan, Zoning Coordinator

D. First Reading of Ordinance Number 11-2019

AN ORDINANCE AUTHORIZING (1) THE TERMINATION OF A GROUND LEASE AND (2) THE CONVEYANCE OF REAL PROPERTY IN THE CITY OF GREER FOR CERTAIN PROPERTY LOCATED AT 306 SNOW STREET, GREER, SC 29651. In title only. (Action Required)

XII. EXECUTIVE SESSION

Council may take action on matters discussed in executive session.

A. Economic Development Matter

Request: Motion to enter into Executive Session to discuss an Economic Development Matter pertaining to Project Maple; as allowed by State Statute Section 30-4-70(a)(5).

B. Economic Development Matter

Request: Motion to enter into Executive Session to discuss an Economic Development Matter pertaining to Project Hot Stove; as allowed by State Statute Section 30-4-70(a)(5).

C. Contractual Matter

Request: Motion to enter into Executive Session to discuss a Contractual Matter pertaining to Senior Action; as allowed by State Statute Section 30-4-70(a)(2).

XIII. ADJOURNMENT

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

Category Number: III.
Item Number: A.



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Councilmember Jay Arrowood

ATTACHMENTS:

Description	Upload Date	Type
▣ 2019 Invocation Schedule	4/2/2019	Backup Material



**Greer City Council
2019 Invocation Schedule**

January 8, 2019	Councilmember Wayne Griffin
January 22, 2019	Councilmember Kimberly Bookert
February 12, 2019	Councilmember Lee Dumas
February 26, 2019	Councilmember Wryley Bettis
March 12, 2019	Councilmember Judy Albert
March 26, 2019	Mayor Rick Danner
April 9, 2019	Councilmember Jay Arrowood
April 23, 2019	Councilmember Wayne Griffin
May 14, 2019	Councilmember Kimberly Bookert
May 28, 2019	Councilmember Lee Dumas
June 11, 2019	Councilmember Wryley Bettis
June 25, 2019	Councilmember Judy Albert
July 9, 2019	Mayor Rick Danner
July 23, 2019	Councilmember Jay Arrowood
August 13, 2019	Councilmember Wayne Griffin
August 27, 2019	Councilmember Kimberly Bookert
September 10, 2019	Councilmember Lee Dumas
September 24, 2019	Councilmember Wryley Bettis
October 8, 2019	Councilmember Judy Albert
October 29, 2019	Mayor Rick Danner
November 12, 2019	Councilmember Jay Arrowood
November 26, 2019	Councilmember Wayne Griffin
December 10, 2019	Councilmember Kimberly Bookert

Category Number: V.
Item Number: A.



AGENDA
GREER CITY COUNCIL
4/9/2019

March 26, 2019

Summary:

(Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ March 26, 2019 Council Meeting Minutes	4/2/2019	Backup Material

CITY OF GREER, SOUTH CAROLINA

MINUTES of the FORMAL MEETING of GREER CITY COUNCIL March 26, 2019

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

I. CALL TO ORDER OF THE REGULAR MEETING Mayor Rick Danner – 6:34 P.M.

The following members of Council were in attendance:
Jay Arrowood, Wayne Griffin arrived at 6:47 pm,
Kimberly Bookert, Lee Dumas, Wryley Bettis and Judy Albert.

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.

II. PLEDGE OF ALLEGIANCE Mayor Rick Danner

III. INVOCATION Mayor Rick Danner

IV. PUBLIC FORUM No one signed up to speak

V. MINUTES OF THE COUNCIL MEETING March 12, 2019

ACTION – Councilmember Wryley Bettis made a motion that the minutes of March 12, 2019 be received as written. Councilmember Judy Albert seconded the motion.

VOTE - Motion carried unanimously.

VI. SPECIAL RECOGNITION

- A.** Mayor Danner read a proclamation recognizing members of Fire Department Explorer Post 103: Lee Harris, Bryson Wood, Luke Green, Chandler Bradshaw, Caleb Mitchel, Mills Walters, Brendan Lopes, Sarah Hamacek, and Carter Jones and Post Advisors Richard Bradshaw, Chase Bradshaw and Derrick Davis for their excellence and dedication to the Explorer Program and the City of Greer Fire Department.

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 **February 2019** were included in the packet for informational purposes.

Finance

David Seifert, Chief Financial Officer presented the Financial Report for the period ending February 28, 2019. (Attached)

General Fund Cash Balance: \$17,958,398.

General Fund Revenue: \$16,926,274.

General Fund Expenditures: \$14,972,039.

Revenue Benchmark Variance: \$22,219.

Expenditure Benchmark Variance: \$634,129.

Overall Benchmark Variance: \$656,348.

The City is 8% under budget during this time period.

Hospitality Fund Cash Balance: \$2,286,535.

Storm Water Fund Cash Balance: \$1,656,908.

VIII. PRESENTATION

- A.** Steve Grant, City Engineer presented his Annual Report.

IX. ADMINISTRATOR'S REPORT

Ed Driggers, City Administrator presented the following:

State Ethics Reports – Deadline is March 30th.

Employee Family Picnic – will be held Friday, April 12th at 6:00 pm in City Hall/Greer City Park. We have over 300 registered for the event thus far. Please let us know of your attendance.

Ordinance Number 9-2019 – Mr. Driggers requested Council hold Ordinance Number 9-2019 until after Executive Session. He stated he had information he needs to share with Council during Executive Session regarding the ordinance.

CenterG Magazine Publication – Great publication. It chronicles what we are doing and how we got to this point. It will be distribution in our local newspaper tomorrow. We also have copies for our downtown merchants and anyone in the community that would like a copy.

X. NEW BUSINESS

- A. First and Final Reading of Resolution Number 8-2019**

ALLOCATION OF GREENVILLE COUNTY CDBG AND HOME FUNDS FOR PROGRAM YEAR 2019

Mike Sell, Assistant City Administrator presented the request.

ACTION – Councilmember Judy Albert made a motion to approve First and Final Reading of Resolution Number 8-2019. Councilmember Kimberly Bookert seconded the motion.

Brief discussion.

VOTE – Motion carried unanimously.

B. First Reading of Ordinance Number 9-2019

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT O'HARE], WITH RESPECT TO INFRASTRUCTURE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE CITY; AND OTHER RELATED MATTERS.

Mayor Danner - On the recommendation of the City Administrator we will reserve Item B for consideration after Executive Session.

XI. EXECUTIVE SESSION

ACTION – In (7:16 p.m.)

(A) Contractual Matter

Councilmember Lee Dumas made a motion to enter into Executive Session to discuss a Contractual Matter pertaining to Project O'Hare; as allowed by State Statute Section 30-4-70(a)(2). Councilmember Judy Albert seconded the motion. Motion carried unanimously.

Mayor Danner stated during Executive Session they considered the above matter and no action was taken.

ACTION - Out (7:34 p.m.) – Councilmember Wayne Griffin made a motion to come out of Executive Session. Councilmember Kimberly Bookert seconded the motion. Motion carried unanimously.

ACTION TAKEN AFTER EXECUTIVE SESSION

NEW BUSINESS

B. First Reading of Ordinance Number 9-2019

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT O'HARE], WITH RESPECT TO INFRASTRUCTURE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE CITY; AND OTHER RELATED MATTERS.

ACTION – Councilmember Judy Albert made a motion to approve First Reading of Ordinance Number 9-2019. Councilmember Kimberly Bookert seconded the motion.

VOTE – Motion carried unanimously.

XII. ADJOURNMENT

7:35 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, March 22, 2019.

Category Number: VI.
Item Number: A.



AGENDA
GREER CITY COUNCIL
4/9/2019

Employee Recognition

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution Number 10-2019	4/2/2019	Resolution

RESOLUTION NUMBER 10-2019

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

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

WHEREAS, Anna Barnett has served in the Police Department for 5 years; James Pruitt has served in the Public Services Department for 5 years; Ronald “Red” Watson has served in the Parks and Recreation Department for 20 years; Brian Wilson has served in the Parks and Recreation Department for 20 years; Jeffery Smith has served in the Police Department for 25 years; and Tammela Duncan has served in Administration for 30 years; and

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

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

BE IT FURTHER RESOLVED that the City of Greer hereby rewards these dedicated employees with a certificate of appreciation and an administrative day off with pay approved this 9th day of April 2019.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk



AGENDA
GREER CITY COUNCIL
4/9/2019

Second and Final Reading of Ordinance Number 1-2019

Summary:

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

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 1-2019	4/4/2019	Ordinance
▣ Ord 1-2019 Exhibit A1 Deed	4/4/2019	Exhibit
▣ Ord 1-2019 Exhibit A2 Deed	4/4/2019	Exhibit
▣ Ord 1-2019 Exhibit B Plat	4/4/2019	Exhibit
▣ Ord 1-2019 Exhibit C Map	4/4/2019	Exhibit
▣ Ord 1-2019 Exhibit D Flood Map	4/4/2019	Exhibit
▣ Ord 1-2019 Exhibit E Statement of Intent	4/4/2019	Exhibit
▣ Ord 1-2019 Exhibit F Concept Plan	4/4/2019	Exhibit
▣ Ord 1-2019 Petition for Annexation Johnson	4/4/2019	Backup Material
▣ Ord 1-2019 Petition for Annexation Pearson	4/4/2019	Backup Material

ORDINANCE NUMBER 1-2019

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

WHEREAS, (1) William and Marsha Johnson and (2) Ella Sudduth Nichols are the sole owners of properties located at (1) 1689 Gibb Shoals Road and (2) 122 Nichols Drive more particularly described on the legal description attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the map attached hereto marked as Greenville County Parcel Numbers (1) 0535030101501, 0535030101500 and (2) 50528030102000 containing approximately 21.48 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map Numbers 45045C0363E attached hereto marked as Exhibit D; and

WHEREAS, the properties currently have zero (0) occupants; and

WHEREAS, (1) William and Marsha Johnson and (2) Ella Sudduth Nichols have petitioned the City of Greer to annex their properties by one-hundred percent (100%) method provided for by South Carolina Code Section 5-3-150(3); 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 21.48 acres +/- properties shown in red on the attached map owned by (1) William and Marsha Johnson and (2) Ella Sudduth Nichols located at (1) 1689 Gibb Shoals Road and (2) 122 Nichols Drive as described on the attached map as Greenville County Parcel Numbers (1) 0535030101501, 0535030101500 and (2) 0528030102000 are hereby annexed into the corporate city limits of the City of Greer.

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

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

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

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

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilmember Jay Arrowood

First Reading: January 8, 2019

Second and
Final Reading: April 9, 2019

APPROVED AS TO FORM:

John B. Duggan, Esquire
City Attorney

3 2 1 2
EXEMPT

DEC 30 2004

BOOK 2123 PAG

EXHIBIT

A-1

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

2004 DEC 30 A 9:51

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

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

(11) 207- 535.3-1-15
BEGINNING on a nail and stopper in the center of the said Gibbs Shoals Road, and on the Thomas L. Smith Estate line, and runs thence S. 52-20 E. 292 feet to a stone and iron pin on the east side of a small branch; thence with the line of the lands formerly of Johnson, S. 14-50 E. 336 feet to a stone, joint corner of Arthur Elmore lands; thence with the Elmore line S. 60-15 W. 250.5 feet to a nail and stopper in the center of the Gibbs Shoals Road; thence with the said Road N. 9-15 W. 497.5 feet to a bend; thence N. 0-54 W. 100 feet to the beginning corner, and containing Two and Forty Four One-Hundredths (2.44) acres, More or less.

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

.....continued on back of this page

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or 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 28th day of DECEMBER, 2004.

SIGNED, sealed and delivered in the presence of:

William Marshall Johnson (SEAL)
William Marshall Johnson

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

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

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

Kathie Clark (SEAL)
Notary Public for South Carolina.

My commission expires 7/26/09

118085

RECORDED this _____ day of _____, at 12-30-2004 0107464 M., No. _____ RECORDING FEE 10.37

Exhibit "A"

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

Mail to:

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

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

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

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

William Marshall Johnson

TO

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

TITLE TO REAL ESTATE

I hereby certify that the within Deed has been this

day of

M. recorded in Book

Deeds, page

Register of Meme Conveyance Greenville County

I hereby certify that the within Deed has been this

day of

recorded in Book

page

Auditor Greenville County

EXHIBIT

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

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

STATE BIRTH NUMBER **39-30-002064** STATE FILE NUMBER **03 028221**

DECEDENT'S NAME First Middle Last Sex **GWENDOLYN DEYOUNG JOHNSON** FEMALE DATE OF DEATH (Month, Day, Year) **OCTOBER 13, 2003**

SOCIAL SECURITY NUMBER **250-42-4098** AGE - Last Birthday (Year) **73** UNDER 1 YEAR **73** MONTHS **73** DAYS **73** HOURS **73** MINUTES DATE OF BIRTH (Mo., Day, Year) **JAN. 30, 1930** BIRTHPLACE (City, and State or Foreign Country) **SPARTANBURG CO., SC**

WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No) **NO** PLACE OF DEATH (Check only one; see instructions on other side)
☐ Hospital ☐ Inpatient ☐ ER/Outpatient ☐ DOA ☐ Nursing Home ☒ Residence ☐ Other (Specify)

FACILITY NAME (If not institution, give street and number) **1689 GIBBS SHOALS ROAD** CITY, TOWN, OR LOCATION OF DEATH **GREER** COUNTY OF DEATH **GREENVILLE**

MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) **MARRIED** SURVIVING SPOUSE (If wife, give maiden name) **W. MARSHALL JOHNSON** DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use "retired") **SECRETARY** KIND OF BUSINESS/INDUSTRY **INSURANCE AGENCY**

RESIDENCE - STATE **SC** COUNTY **GREENVILLE** CITY, TOWN, OR LOCATION **GREER** STREET AND NUMBER **1689 GIBBS SHOALS ROAD** INSIDE CITY LIMITS? (Yes or No) **NO**

ZIP CODE **29650** Was Decedent of Hispanic Origin? (Specify Yes or No - if yes, specify Cuban, Mexican, Puerto Rican, etc.) **NO** RACE **WHITE** DECEDENT'S EDUCATION (Specify only highest grade completed) **1** College (11-4 or 5-1)

FATHER'S NAME First Middle Last MOTHER'S NAME First Middle Maiden Surname
ANDREW L. DEYOUNG **OLLIE LEE TUCKER**

INFORMANT'S NAME (Type/Print) **W. MARSHALL JOHNSON** MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) **1689 GIBBS SHOALS ROAD, GREER, SC 29650**

METHOD OF DISPOSITION ☒ Burial ☐ Cremation ☐ Removal from State ☐ Donation ☐ Other (Specify) **PLEASANT GROVE BAPTIST CHURCH CEMETERY** LOCATION - (City or Town, State) **GREER, SC**

FUNERAL DIRECTOR OR PERSON ACTING AS SUCH (Type/Print) **C. Joe Master** FINANCIAL OR LICENSE NO. **858** NAME AND ADDRESS OF FACILITY **THE WOOD MORTUARY, INC. 300 W. POINSETT STREET GREER, SC 29650** LICENSE NUMBER (if facility) **174**

EMERALMER (Type/Print) **W. Marshall Johnson** FINANCIAL OR LICENSE NO. **1718** FINANCIAL OR LICENSE NO. **1718**

Complete items 23a-c only when certifying physician is not available at time of death to certify cause of death. To the best of my knowledge, death occurred at the time, date, and place stated.

TIME OF DEATH **15:00** DATE PRONOUNCED (Month, Day, Year) **OCTOBER 13, 2003** WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER? (Yes or No) **NO**

27. PART I. Enter the disease, injuries, or conditions that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause. If appropriate, indicate relationship between Cause and Death.

IMMEDIATE CAUSE (final disease or condition resulting in death) **myocardial infarction** DUE TO (OR AS A CONSEQUENCE OF) **long term**

12a. SEQUENTIALLY list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury) that initiated the chain of events leading to death. **long term**

12b. **long term**

PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in Part I.

13a. MANNER OF DEATH ☒ Natural ☐ Pending Investigation ☐ Accident ☐ Suicide ☐ Homicide ☐ Could not be determined

DATE OF INJURY (Month, Day, Year) **30a.** TIME OF INJURY **30b.** INJURY AT WORK? (Yes or No) **30c.** DESCRIBE HOW INJURY OCCURRED **30d.**

PLACE OF INJURY - (Home, Farm, Street, Factory, Office, etc.) (Specify) **30e.** LOCATION (Street and Number or Rural Route Number, City or Town, State) **30f.**

CERTIFIER (Type/Print) **Dr. Kim O. Gooden** **15816** DATE SIGNED (Month, Day, Year) **10/15/03**

SIGNATURE AND TITLE OF CERTIFIER To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner(s) stated. **Kim O. Gooden** **15816** DATE SIGNED (Month, Day, Year) **10/15/03**

NAME AND ADDRESS OF PERSON WHO SIGNED IN 33a. (Type/Print) **Kim O. Gooden** **15816** DATE SIGNED (Month, Day, Year) **10/15/03**

34. REGISTRAR'S SIGNATURE **Kim O. Gooden** **15816** DATE FILED (Month, Day, Year) **10/20/03**

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Grantee
Address:

1689 Gibbs Shoals Road
Greer, SC. 29650

BOOK 2024 PAGE 1325

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

~~EXTENDED~~

JAN 27 2003

403 Jan 27 2003

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

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

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

BEGINNING on a nail and stopper in the center of the said Gibbs Shoals Road, and on the Thomas L. Smith Estate line, and runs thence S. 52-20 E. 202 feet to a stone and iron pin on the east side of a small branch; thence with the line of lands formerly of Johnson, S. 14-50 E. 336 feet to a stone, joint corner of Arthur Elmore lands; thence with the Elmore line S. 69-15 W. 250.5 feet to a nail and stopper in the center of the Gibbs Shoals Road; thence with the said road N. 9-15 W. 497.5 feet to a bend; thence N. 0-54 W. 100 feet to the beginning corner, and containing Two and Forty Four One-Hundredths (2.44) acres, more or less. - 222- 535.3-1-15.1

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

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

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

SIGNED, sealed and delivered in the presence of

Keturah Campbell
Loel Campbell

William Marshall Johnson (SEAL)
(SEAL)

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

PROBATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

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

Kath Clark
Notary Public for South Carolina

(SEAL)

Keturah Campbell

9051

My commission expires 7/26/09

RECORDED this day of at M. No.

BOOK 2029 PAGE 642 ✓

EXEMPT

MAR - 4 2003

FILED
PROBATE COURTSTATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MATTER OF: CLARENCE EVANS NICHOLS - Deceased

2003 MAR - 4 P 3:05

CASE NUMBER: 01ES2301881

DEED OF DISTRIBUTION

JUDY C. H.
REGISTER OF DEEDS

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

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

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

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

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

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

the following described property:

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

25467

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

Page 1 of 3

1-08 7413

3 1000

Exhibit "A"

BOOK 2029 PAGE 643

01ES2301881

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

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said ~~XXXXXX XXXX XXXX XXXX~~ Ella Sudduth Nichols

their heirs and assigns forever.

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

SIGNED, SEALED AND DELIVERED

Estate of:
CLARENCE EVANS NICHOLS

IN THE PRESENCE OF

Witness

Ann C. Goodrich

By

J. Michael Pearson
(signature)

F MICHAEL PEARSON

Witness

Pamela K. Cernat

WITNESS

Jo Ann S. Cernat

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

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

SWORN to before me this 14
day of NOV, 2002

Witness Signature:

JD [Signature]
Notary Public for S. Carolina
My commission expires: 3/7/07

Jo Ann S. Cernat

EXHIBIT A

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

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

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

(Tax Map No. 0528.03-01-020.00)

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

NO TITLE EXAM

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

Judy A. Hiv

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT)

COUNTY OF GREENVILLE)

CERTIFICATE OF APPOINTMENT

IN THE MATTER OF:)

ELLA SUDDUTH NICHOLS)

CASE NUMBER: 2017ES2300253

(Decedent))

This is to certify that

FLOYD MICHAEL PEARSON

is the duly qualified

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

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

RESTRICTIONS:

EXECUTED: March 8, 2017



DEBORA A. FAULKNER
PROBATE COURT JUDGE

By: LMA (initials)

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

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 02°06'32" W	182.87'	611.86'	183.56'
C2	N 25°57'52" E	214.68'	434.79'	217.13'

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

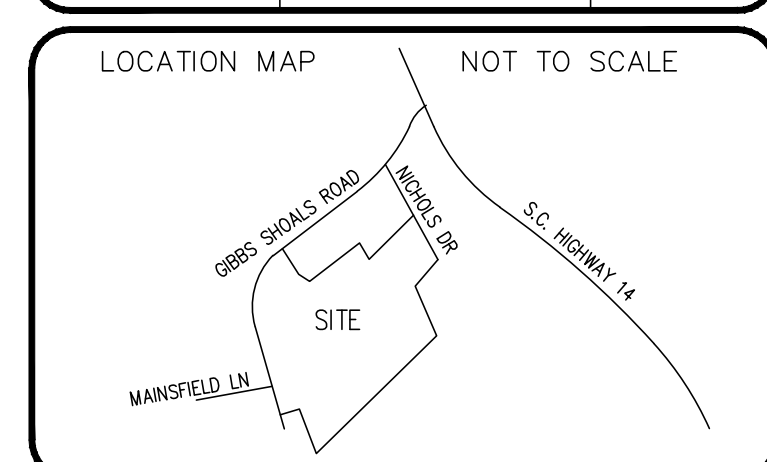


1.97 ACRES

21.48 ACRES TOTAL

EXHIBIT

B

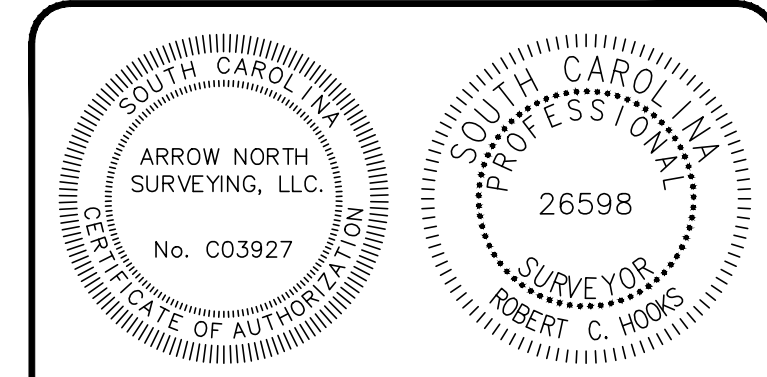


ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, GREENVILLE COUNTY, SOUTH CAROLINA, WITH AN EFFECTIVE DATE OF 8/18/2014, THE PROPERTY SURVEYED AND SHOWN HEREON LIES WITHIN ZONE "X" AND "AE" PER COMMUNITY MAP NO. 45045C0363E. THE AE ZONE WAS SCALED FROM REFERENCED MAP.

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

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

LEGEND			
BL BUILDING LINE	TC/B	TOP/BOTTOM CURB	CS CATCH BASIN
CT CRIMP TOP	TW/B	TOP/BOTTOM WALL	DE DEE INLET
ES EXISTING EASEMENT			DEE DEE INLET
EP EASEMENT OF PAVEMENT			D-E ELEVATION
IFP IRON PIPE END	WD	WATER VALVE	FE FIRE HYDRANT
IR IRON	WQ	WATER QUALITY	GB GAS METER
N&C N&C & CAP	X	FENCE LINE	GV GAS VALVE
OT OPEN TOP	FOC	FIBER OPTIC CABLE	LD LIGHT POLE
RB REBAR	OP	OPEN	PM POWER POLE
RW RIGHT OF WAY	OPC	OPEN OPTIC CABLE	Q-4 Q-4 YANCHOR
SE SEWER	OW	OVERHEAD TIE	◆ POINT IN C/S ROAD
SS SANITARY SEWER	S	STORM DRAIN	
SS SE EASEMENT	SS	SANITARY SEWER	
SMH C/S MANHOLE	U	UNDERGROUND TIE	
SMH C/S MANHOLE	U	UNDERGROUND TIE	
CU CLEAN OUT	W	WATER LINE	
MANHOLE			TELEPHONE PEDESTAL



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

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

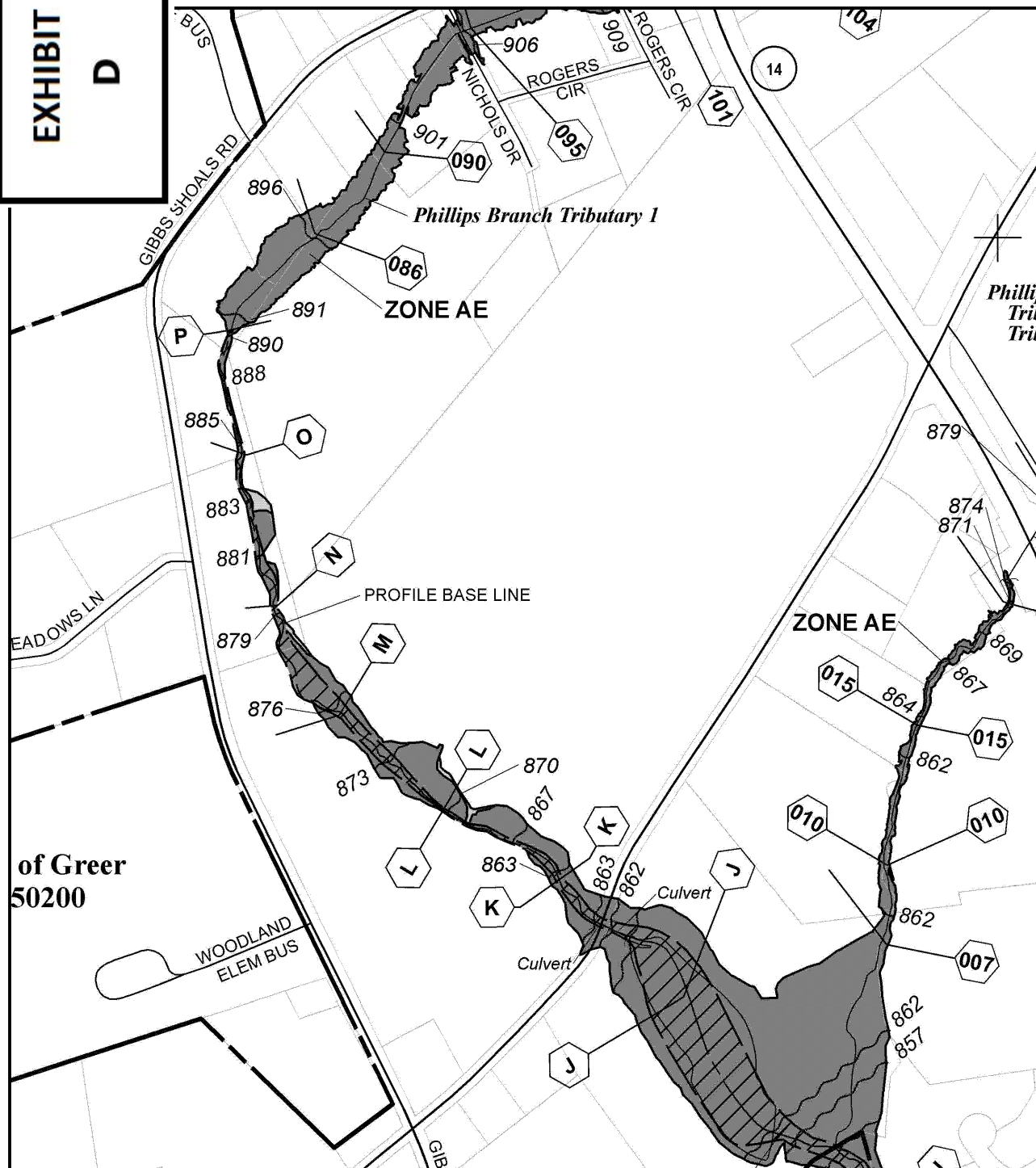
ROBERT C. HOOKS, P.S.
S.C. REG. NO. 26598

DATE



EXHIBIT

D



Program at 1-800-638-6620.



MAP SCALE 1" = 500'

0 250 500 750 1,000 FEET

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0363E

FIRM

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

PANEL 363 OF 625

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

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

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



**MAP NUMBER
45045C0363E**

**MAP REVISED
AUGUST 18, 2014**

Federal Emergency Management Agency

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

Statement of Intent for Blaize Ridge Subdivision

Proposed Mixed Use Development

Gibbs Shoals Rd, Greer SC

Residential Development Description

The total area of the proposed development is +/-21.48 acres and is located across from the newly developed Westhaven Subdivision on Mansfield Lane. The proposed development will contain about 3,740 feet of new public roadway and will have single entrance on Gibbs Shoals Road. The proposed development will contain approximately 85 residential units consisting of single-family detached lots and multifamily attached townhomes. The townhomes will range from 20' to 28' wide and the single family lots will average 55' wide by 110' deep.

The townhomes will be 1.5 to 2 stories and average anywhere from 1,400-2,800 sf. The single-family homes will be 2 stories and range anywhere from 2,200- 3,800 sf. All homes will utilize attached front entry garages to provide minimum 2 off-street parking spaces per unit. Additionally, 7 off-street parking spaces will be provided at a central mailbox kiosk station.

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

Landscaping and Common Area

The entrance of the site will be decorated with attractive landscaping including an entrance monument and annual plantings of seasonal flowers to be approved by the City of Greer Planning director. The interior and perimeter landscaping will be a combination of shade trees, evergreens, and shrubs alongside new homes to meet current City of Greer landscaping requirements. A combination 6' berm/evergreen screen will be provided (where feasible) along the eastern property lines where site abuts existing residential homes.

The stormwater detention pond will be screened from view with evergreen tree plantings and will have fencing installed to assure safety to the residents.

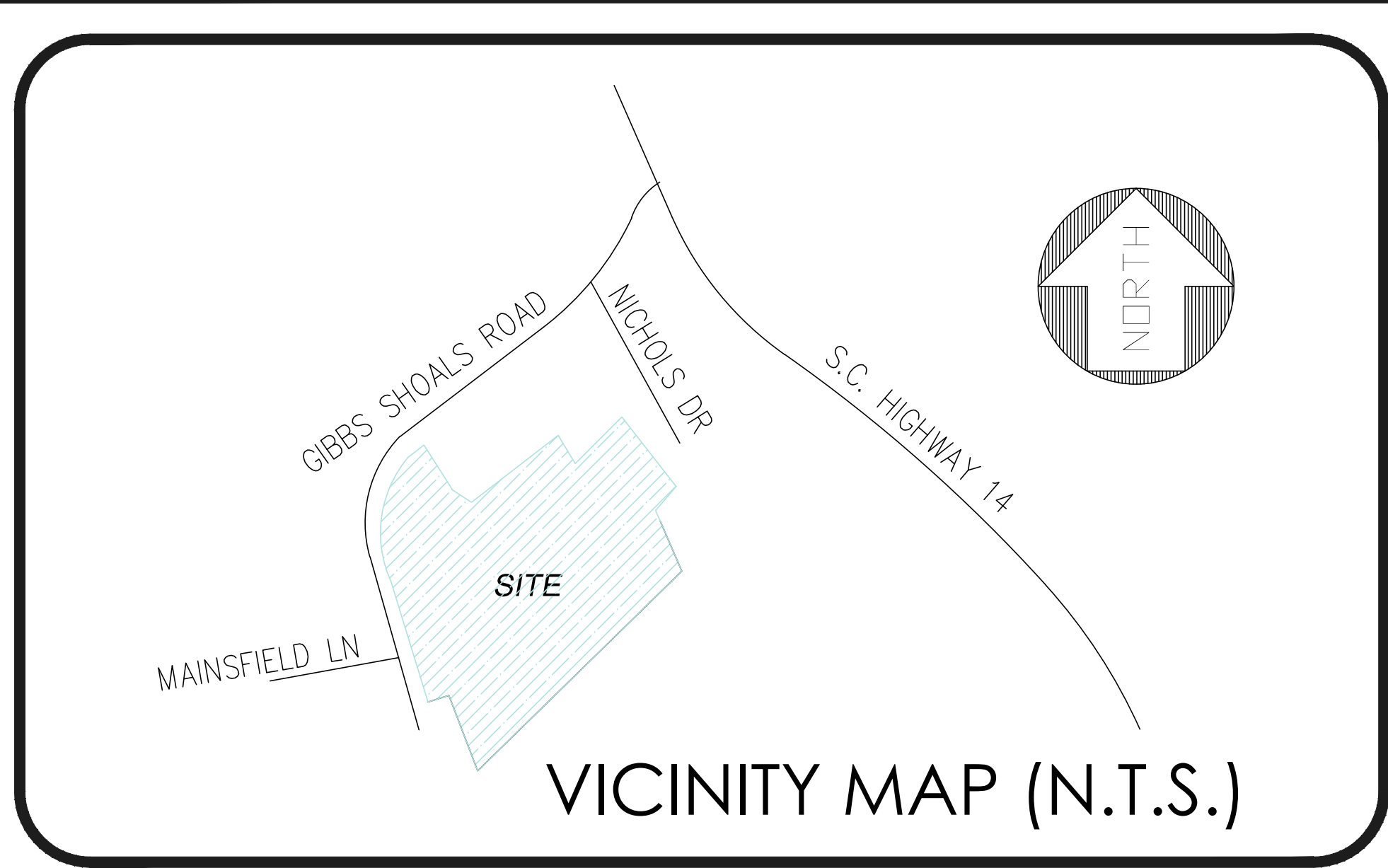
Amenities for this development are to include a common area for residents to host barbeques and bon fires. Additionally, several pocket parks will be created to allow a place for children to play while also allowing a place for residents to walk their pets. A 4' sidewalk will be installed throughout development to aid in pedestrian traffic and promote community activities. A 5' sidewalk will be installed along all road frontage of Gibbs Shoals Road.

Community Maintenance

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

Public Improvements

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



LEGEND

BL BUILDING LINE	TC/BC TOP/BOTTOM CURB	CB CATCH BASIN
CT CRIMP TOP	TW/BW TOP/BOTTOM WALL	DI DROP INLET
DE DRAINAGE EASEMENT	EW ELECTRIC METER	DI ELEC TRANS
EP EDGE OF PAVEMENT	WM WATER METER	90.3 ELEVATION
IPO IRON PIN OLD	WV WATER VALVE	FD FIRE HYDRANT
IPS IRON PIN SET	CTV CABLE TV	GV GAS VALVE
N&C NAIL & CAP	X FENCE LINE	LP LIGHT POLE
OT OPEN TOP	FOC FIBER OPTIC CABLE	PP POWER POLE
RB REBAR	GAS GAS LINE	OP GUY ANCHOR
R/W RIGHT OF WAY	OHP OVERHEAD POWER	
SD STORM DRAIN	OHT OVERHEAD TEL	
SS SANITARY SEWER	SD STORM DRAIN	
SSE SS EASEMENT	SS SANITARY SEWER	
SDMH SD MANHOLE	UGP UNDERGROUND POWER	
SSMH SS MANHOLE	UGT UNDERGROUND TEL	
CO CLEAN OUT	W WATER LINE	
TMH TELEPHONE MANHOLE	TEL TELEPHONE PEDESTAL	

ROAD C/L LINE TABLE

Line #	Length	Direction
L1	71.38	N44° 08' 03.02"W
L2	106.22	N10° 20' 34.78"W
L3	12.61	N6° 30' 13.92"W
L4	246.33	N39° 14' 32.80"E
L5	33.85	N75° 06' 41.38"E
L6	494.14	N61° 58' 42.32"E
L7	105.03	N44° 54' 50.03"E
L8	219.30	N9° 44' 11.59"W
L9	131.56	N15° 32' 38.52"W
L10	27.98	S73° 54' 12.28"W
L11	39.11	S80° 36' 40.28"W
L12	102.55	S62° 11' 29.99"W
L13	484.79	S80° 15' 48.41"W
L14	56.08	N80° 47' 32.54"W
L15	160.00	S28° 46' 18.66"E
L16	138.45	S28° 37' 29.02"E
L17	57.35	S33° 19' 03.50"W

ROAD C/L CURVE TABLE

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	63.11	107.00	33.79	N27° 14' 19"W	62.19
C2	87.83	110.00	45.75	N16° 22' 09"E	85.51
C3	68.86	110.00	35.87	N57° 10' 37"E	67.74
C4	119.13	400.00	17.06	N53° 26' 46"E	118.69
C5	115.97	118.02	56.30	N17° 48' 11"E	111.36
C6	202.72	2000.00	5.81	N12° 38' 25"W	202.63
C7	35.36	110.00	18.42	S71° 24' 05"W	35.21
C8	45.73	145.00	18.07	S71° 13' 39"W	45.55
C9	139.57	500.00	15.99	S88° 15' 36"W	139.11
C10	378.38	350.00	61.94	S2° 20' 47"W	360.22

BOUNDARY and TOPOGRAPHIC SURVEY PROVIDED BY:

ARROW NORTH SURVEYING, LLC

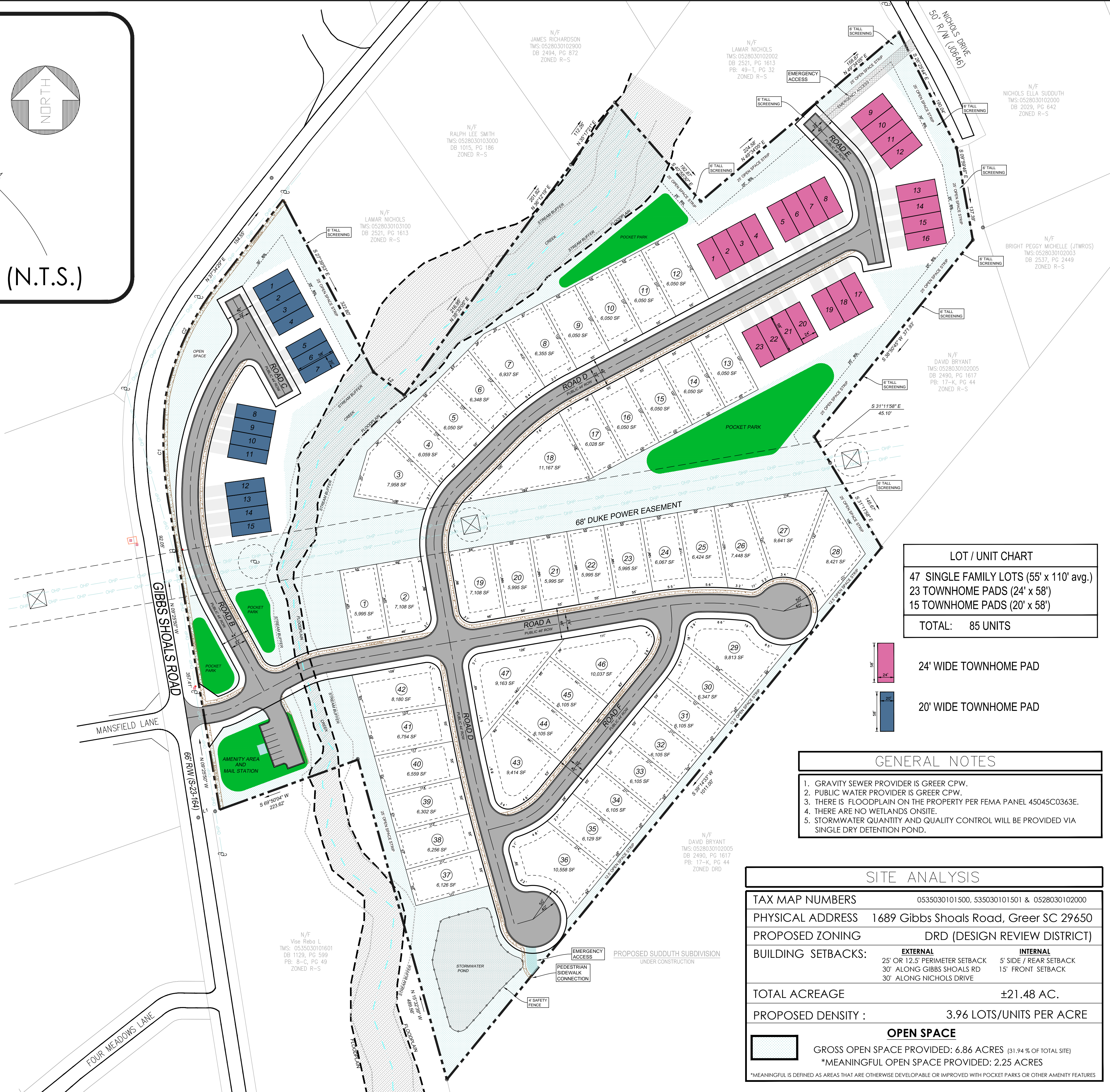
LAND SURVEYORS & MAPPERS
509 PIMLICO ROAD
GREENVILLE, SC 29607
PH: (864) 449-1289
www.ArrowNorthSurveying.com

BOUNDARY LINE TABLE

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

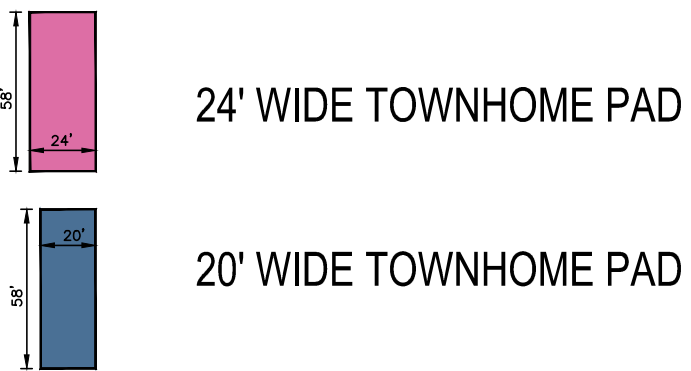
BOUNDARY CURVE TABLE

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



LOT / UNIT CHART

47 SINGLE FAMILY LOTS (55' x 110' avg.)
23 TOWNHOME PADS (24' x 58')
15 TOWNHOME PADS (20' x 58')
TOTAL: 85 UNITS



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

SITE ANALYSIS

TAX MAP NUMBERS	0535030101500, 535030101501 & 0528030102000
PHYSICAL ADDRESS	1689 Gibbs Shoals Road, Greer SC 29650
PROPOSED ZONING	DRD (DESIGN REVIEW DISTRICT)
BUILDING SETBACKS:	EXTERNAL 25' OR 12.5' PERIMETER SETBACK 30' ALONG GIBBS SHOALS RD 30' ALONG NICHOLS DRIVE INTERNAL 5' SIDE / REAR SETBACK 15' FRONT SETBACK
TOTAL ACREAGE	±21.48 AC.
PROPOSED DENSITY :	3.96 LOTS/UNITS PER ACRE
OPEN SPACE	GROSS OPEN SPACE PROVIDED: 6.86 ACRES (31.94 % OF TOTAL SITE) *MEANINGFUL OPEN SPACE PROVIDED: 2.25 ACRES *MEANINGFUL IS DEFINED AS AREAS THAT ARE OTHERWISE DEVELOPABLE OR IMPROVED WITH POCKET PARKS OR OTHER AMENITY FEATURES

EXHIBIT F

864.373.9662
Jnett@CivISD.com
CivISD.com

Civil engineering Land planning Landscape architecture

Client

Revisions

No.	Description	Date
1	Original Submittal	5.31.18
2	Revised Prelim Plat	9.1.18
3	Revised Prelim Plat	11.13.18
4	Revised Prelim Plat	12.6.18

© Copyright 2018 CivISD, LLC

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

Blaize Ridge Subdivision

Project Location
Gibbs Shoals Road
Greenville County, SC

Project No. -
Date: 12/27/18
Dwg: 18004-PRELIM PLAT.dwg

Scale 1" = 70'

Sheet Title
Preliminary Plat

Sheet Number
1 of 1



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

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 1689 Gibbs Shoals Rd, Greer SC 29650 more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 0535030101501, 0535030101500 attached hereto marked as Exhibit C containing approximately 4.16 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 13 day of Dec, 2018 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

Print Name: Marsha Johnson
Signature: Marsha Johnson
Address: 1689 Gibbs Shoals Rd, Greer SC 29650
Witness: (Jonathan Nett)
Date: 12-13-18
Parcel Address: 1689 Gibbs Shoals Rd, Greer SC 29650
Tax Map Number: 0535030101501, 0535030101500

Print Name: William Johnson
Signature: William Johnson
Address: 1689 Gibbs Shoals Rd, Greer SC 29650
Witness: (Jonathan Nett)
Date: 12-13-18
Parcel Address: 1689 Gibbs Shoals Rd, Greer SC 29650
Tax Map Number: 0535030101501, 0535030101500



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

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at 122 NICHOLS DRIVE, Greer SC 29650 more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 528030102000 attached hereto marked as Exhibit C containing approximately 17.32 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 12 day of December, 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: Michael Pearson
Signature: *Michael Pearson*
Address: 122 Nichols Drive Greer SC 29650
Witness: *(Jonathan Nett)*
Date: 12-12-18
Parcel Address: 122 Nichols Drive Greer SC 29650
Tax Map Number: 0528030102000

Print Name: _____
Signature: _____
Address: _____
Witness: _____
Date: _____
Parcel Address: _____
Tax Map Number: _____



AGENDA
GREER CITY COUNCIL
4/9/2019

Second and Final Reading of Ordinance Number 9-2019

Summary:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT O'HARE], WITH RESPECT TO INFRASTRUCTURE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE CITY; AND OTHER RELATED MATTERS. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 9-2019	4/8/2019	Ordinance
▣ Ord 9-2019 Economic Development Agreement	4/8/2019	Backup Material

ORDINANCE NUMBER 9-2019

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT O'HARE], WITH RESPECT TO INFRASTRUCTURE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE CITY; AND OTHER RELATED MATTERS.

WHEREAS, the City of Greer, South Carolina, ("City") acting by and through its City Council ("City Council") is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Act"), to provide infrastructure credit financing, secured by and payable solely from revenues of the City derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution (Fee Payments, as defined below), for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the City and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the City, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure");

WHEREAS, the Company will operate the Project (as defined below) on the land owned by the Company and to be annexed into the City ("Land");

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the City ("Project");

WHEREAS, Spartanburg County ("County") and Cherokee County have established a joint county industrial and business park ("Park") by entering into an Agreement for Development for Joint County Industrial and Business Park, dated as of April 20, 2009, as may be amended or supplemented from time to time, ("Park Agreement") pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, (collectively, "Multi-County Park Act") and the City desires the County to cause the Project to be located in the Park, if it is not already, and continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Act;

WHEREAS, pursuant to the provisions of the Park Agreement and the Multi-County Park Act, if and when the Project is located in the Park, the Company and any future owners or lessees of the Project are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof ("FILOT Act") that would have been due and payable but for the location of the Project within the Park (Fee Payments, as defined below);

WHEREAS, pursuant to and in accordance with the Infrastructure Act, the City has agreed to make certain payments to the Company, its successors and assigns, payable from the City's portion of the payments in lieu of taxes made by the Company, its successors and assigns, with respect to the Project ("Fee Payments") in reimbursement of a portion of the cost of infrastructure with respect to the Project in the Park, as set forth in the Economic Development Agreement between the City and the Company presented to this meeting, the

substantially final form of which is attached to this Ordinance as Exhibit A (“Economic Development Agreement”); and

WHEREAS, it appears that the Economic Development Agreement, which is now before this meeting, and is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the City for the purposes intended.

NOW THEREFORE, CITY COUNCIL ORDAINS:

Section 1. The Mayor of the City, for and on behalf of the City, is hereby authorized to execute and deliver the Economic Development Agreement, in substantially the form attached to this Ordinance as Exhibit A, or with such minor changes as are not materially adverse to the City and as such official shall determine and as are not inconsistent with the matters contained herein, that official’s execution thereof to constitute conclusive evidence of the City’s approval of any and all changes or revisions therein from the form of the Economic Development Agreement now before this meeting, and the Mayor and the City Administrator are directed to do all things reasonably necessary and proper to effect the execution and delivery of the Economic Development Agreement and the performance of the City’s obligations under and pursuant to the Economic Development Agreement.

Section 2. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the City Council.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilmember Judy Albert

First Reading: March 26, 2019

Second Reading / Final Approval: April 9, 2019

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
Kozlarek Law LLC

EXHIBIT A
FINAL FORM OF AGREEMENT

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“**Agreement**”) is effective April 9, 2019 (“**Effective Date**”), between **The City of Greer**, a body corporate and politic (“**City**”) of the State of South Carolina (“**State**”), and **W/C GSP JV VIII, L.L.C.**, a Delaware limited liability company (“**Developer**”). City and Developer are each a “**Party**,” collectively, “**Parties**.”

WITNESSETH

WHEREAS, the City acting by and through its City Council (“**City Council**”) is authorized by Section 4-1-175 (“**Infrastructure Act**”) of the Code of Laws of South Carolina 1976, as amended (“**Code**”), to provide infrastructure credits, payable solely from revenues of the City derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the City and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise to enhance the economic development of the City, all in the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (“**Infrastructure**”);

WHEREAS, the Developer, previously known to City Council as “**Project O’Hare**” (“**Developer**”), will operate the Project (as defined below) on the land owned by the Developer and either located in the City or to be annexed into the City (“**Land**”) and more fully described on the attached Exhibit A;

WHEREAS, the Developer has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the City (“**Project**”), which will result in an expected investment of \$27,600,000 in new, taxable investment in the City on or before December 31, 2020;

WHEREAS, Spartanburg County (“**County**”) and Cherokee County have established a joint county industrial and business park (“**Park**”) by entering into an Agreement for Development for Joint County Industrial and Business Park, dated as of April 20, 2009, as may be amended or supplemented from time to time (“**Park Agreement**”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, (collectively, “**Multi-County Park Act**”), and the City desires the County (subject to certain protections in favor of the City) to cause the Project to be located in the Park, if it is not already, and continue to be located in the Park or such other multi-county industrial and business park so as to afford the Developer the benefits of the Infrastructure Act;

WHEREAS, pursuant to the provisions of the Park Agreement and the Multi-County Park Act, if and when the Project is located in the Park, the Developer and any future owners or lessees of the Project are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof (“**FILOT Act**”) that would have been due and payable but for the location of the Project in the Park (“**Fee Payments**”);

WHEREAS, pursuant to and according to the Infrastructure Act, the City has agreed to make certain payments to the Developer (“**Infrastructure Reimbursement Payments**”) from the City’s portion of the Fee Payments in reimbursement of a portion of the cost of the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof;

WHEREAS, the City has determined and found, solely on the basis of representations of the Developer, that the Project is anticipated to benefit the general public welfare of the City by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project

will give rise to no pecuniary liability of the City or a charge against the general credit or taxing power of the City; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the City, are proper governmental and public purposes; that the inducement of the location of the Project in the City and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and

WHEREAS, the City Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the City Council on April 9, 2019;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the City and the Developer agree as follows:

ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“Affiliate(s) of the Developer” means each of the Persons that directly or indirectly, through one or more intermediaries, owns or controls, or is controlled by or under common control with, the Developer. For the purpose of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“Code” means the Code of Laws of South Carolina 1976, as amended.

“Developer” has the meaning set forth with respect to such term in the recitals to this Agreement.

“Cost of Infrastructure” means, to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

“County” has the meaning set forth with respect to such term in the recitals to this Agreement.

“County SSRC” shall have the mean the meaning set forth with respect to such term in Section 3.02 of this Agreement.

“County SSRC Agreement” shall have the mean the meaning set forth with respect to such term in Section 3.02 of this Agreement.

“Effective Date” means the date set forth on the cover page of this Agreement.

“Event of Default” shall have the mean the meaning set forth with respect to such term in Section 5.01 of this Agreement.

“Fee Payments” means the payments in lieu of taxes made by the Developer, the Affiliate(s) of the Developer and/or their respective successors and assigns with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial and business park created by the County and a partner county pursuant to a successor agreement to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“FILOT Act” means Title 4, Section 29, of the Code.

“Indemnified Parties” shall have the mean the meaning set forth with respect to such term in Section 6.11 of this Agreement.

“Infrastructure” means infrastructure serving the City and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Infrastructure Act” has the meaning set forth with respect to such term in the recitals to this Agreement.

“Infrastructure Reimbursement Payment(s)” means, in any year, the payment by the City to the Developer to reimburse the Developer for a portion of the Cost of Infrastructure in the manner set forth in Section 3.02(a) hereof.

“Infrastructure Reimbursement Period” means the period commencing on January 1 of the first year after the year in which the Project is first placed into service and ending on December 31 of the thirtieth year after the year in which the Project is first placed into service.

“Land” has the meaning set forth with respect to such term in the recitals to this Agreement.

“Multi-County Park Act” means Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Ordinance” means the ordinance enacted by the City Council on April 9, 2019, authorizing the execution and delivery of this Agreement.

“Park” means (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial and business park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Multi-County Park Act, or any successor provision, with respect to the Project.

“Park Agreement” has the meaning set forth with respect to such term in the recitals to this Agreement.

“Person” means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” has the meaning set forth with respect to such term in the recitals to this Agreement.

“Tax District” means a geographic area designated by the County that receives or is subject to the same *ad valorem* property tax calculations.

“*Term*” means the term of this Agreement, commencing on the Effective Date and expiring on the date of the last Infrastructure Reimbursement Payment payable under this Agreement and can be extended by the written agreement of the City and Developer.

“*City*” has the meaning set forth with respect to such term in the recitals to this Agreement.

“*City Council*” has the meaning set forth with respect to such term in the recitals to this Agreement.

“*City Zoning Board*” means the board appointed by the City that is responsible for the administration of the zoning ordinance for the City.

“*City Tax Levy*” means the total millage used to determine the total *ad valorem* property taxes or fees-in-lieu of taxes collected by the County for the City.

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 2.01. Representations by the City. The City makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The City is a body politic and corporate and a municipal corporation of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the City Council, the City has been duly authorized to execute and deliver this Agreement.

(b) The City proposes to reimburse the Developer for a portion of the Cost of Infrastructure for the purpose of promoting economic development of the City. The sole source of funding for any financial obligation of the City hereunder will be all or a portion of the Fee Payments actually received by the City from the County from the Project in the Park as further described hereinafter.

(c) To the best knowledge of the undersigned representatives of the City, the City is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the City, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the undersigned representatives of the City, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) any provision of the Constitution of the State applicable to the City or any law, rule, or regulation of any governmental authority applicable to the City, (ii) any agreement to which the City is a party, or (iii) any judgment, order, or decree to which the City is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the City, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the City or its governing body or the power of the City to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the City is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the City is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Developer. The Developer makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Developer is a limited liability company duly organized, validly existing and in good standing, under the laws of the State of Delaware and is qualified to do business in the State of South Carolina, has power to enter into this Agreement and carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Developer is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, other than as may be created or permitted by this Agreement.

(c) The reimbursement to the Developer of a portion of the Cost of Infrastructure by the City has been instrumental in inducing the Developer to develop the Project in the City.

(d) To the best knowledge of the Developer, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Developer to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Developer is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Developer is there any basis therefore.

(e) The Developer agrees to reimburse the City for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Developer agrees to maintain such books and records with respect to the Project as will permit verification of the Developer's compliance with the terms of this Agreement and the certifications submitted to the City pursuant to Section 3.02(c) hereof. The Developer may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the City segments thereof that the Developer believes contain proprietary, confidential, or trade secret matters.

SECTION 2.03. Covenants of the City.

(a) To the best of its ability, the City will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event of the termination of the Park Agreement prior to December 31, 2050, the City agrees to use its commercially reasonable efforts to cause the Project, at the Developer's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement between the County and an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than December 31, 2050.

(c) The City covenants that it will from time to time, at the request and expense of the Developer, execute and deliver such further instruments and take such further action as may be necessary and prudent and as may

be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the City within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

(d) Subject in all respects to the South Carolina Freedom of Information Act (as may be amended from time to time), the City shall (i) comply with all reasonable, written requests made by the Developer with respect to maintaining the confidentiality of such designated segments and (ii) not release information which has been designated as confidential or proprietary by the Developer.

(e) The City has amended or will amend the business license fee schedule to provide for declining fees for companies producing large amounts of revenue, as specified in the City's Code of Ordinances and regulations.

ARTICLE III REIMBURSEMENT PAYMENTS

SECTION 3.01. Payment of Costs of Infrastructure.

The Developer shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Reimbursement Payments.

(a) In order to reimburse the Developer for a portion of the Cost of Infrastructure with respect to the Project, throughout the Term, the City shall make Infrastructure Reimbursement Payments to the Developer, which shall be derived solely from all or a portion of the Fee Payments actually received by the City from the County, as follows:

1. In addition to the special source revenue credits (\$200,000 per annum over the first three (3) years after the Project is placed in service) to be provided to the Developer by the County ("County SSRC") pursuant to the Special Source Revenue Credit Agreement between the County and the Developer ("County SSRC Agreement"), the Developer shall be entitled to an Infrastructure Reimbursement Payment in the amount of the difference between the Fee Payments received by the City from the County for the Project and the amount determined by multiplying the assessed value of the Project times a 6% assessment ratio times 48 mills, such Infrastructure Reimbursement Payments beginning for the first tax year of the Infrastructure Reimbursement Period and running for 29 years thereafter for a total of 30 years, provided, however, in the event the City should receive any millage or other revenue from the Tyger River fire service area, then the City is entitled to maintain that revenue as well as any other revenue to which the City is entitled under any agreement to which the City is a party related to the Project.

2. In no event shall the aggregate amount of all the County SSRC's and Infrastructure Reimbursement Payments claimed by the Developer during the Infrastructure Reimbursement Period exceed the amount expended by the Developer with respect to the Cost of Infrastructure at any point in time. The Developer shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B ("Certificate"). Notwithstanding any provision of this Agreement to the contrary, the Developer may deliver the Certificate marked "Final and Complete," at which time the cumulative Cost of Infrastructure will be deemed final and that amount will be used by the

City as the final and maximum amount that the aggregate County SSRCs and Infrastructure Reimbursement Payments will not exceed. Upon the presentation of the final Certificate, the Developer will no longer be required to provide annual certifications, nor will the Developer be eligible to add any new or additional costs to the Cost of Infrastructure.

3. To implement the payments of the Infrastructure Reimbursement Payments, the County SSRC will be applied to the annual Fee Payments due for the Project; the Developer shall pay to the County the annual Fee Payment due (net of the County SSRC); and within 30 days following the County's remittance to the City of the City's share of the Fee Payments, the City will pay to the Developer the Infrastructure Reimbursement Payment. In no event is the City required to remit an Infrastructure Reimbursement payment to the Developer if and until the City receives the City's entire share of the applicable Fee Payment against which the Infrastructure Reimbursement Payment is to be applied. During the 3-year period in which the County SSRC applies, it is presumed that the amounts due stated on the tax bill are the net amounts due after deduction of the County SSRC, but to the extent that the tax bill does not include a credit for the County SSRC, the parties agree that the Developer shall get the benefit of the County SSRC, provided, however, the Developer shall annually provide the City with a certificate in form acceptable to the City, in its exercise of reasonable discretion, calculating the applicable Infrastructure Reimbursement Payment. The City will reconcile the amounts provided on the certificate with the amount actually received by the City from the County and the City will make the Infrastructure Reimbursement Payment in the corrected amount, if necessary, with a written explanation of the difference between the corrected amount and the amount reflected on the Company's certification.

4. In order to collect the Infrastructure Reimbursement Payments, during the Infrastructure Reimbursement Period, the Developer, after paying its annual County tax bill, will send an invoice to the City requesting the Reimbursement Payment amount and once the City has received the funds from the County such amount will be paid to the Developer.

NOTWITHSTANDING THE ABOVE FORMULA FOR THE INFRASTRUCTURE REMIBURSEMENT PAYMENT, IN ANY CALENDAR YEAR, THE CITY SHALL NOT PAY THE DEVELOPER AN AMOUNT THAT EXCEEDS (A) THE AMOUNT REMITTED TO THE CITY BY THE COUNTY, (B) AN AMOUNT THAT WOULD REDUCE THE CITY'S EFFECTIVE MILLAGE LEVY BELOW 48, OR (C) AN AMOUNT, WHEN AGGREGATED WITH ALL PRIOR INFRASTRUCTURE REMIBURSEMENT PAYMENTS, IN EXCESS OF TO THE COST OF INFRASTRUCTURE.

The Infrastructure Reimbursement Payments and the County SSRC will apply to the Project, both real and personal property, and will be based on the applicable assessed value of the real and personal property regardless of whether the Project is subdivided and owned by affiliated or separate entities. Subject to Section 4.02, upon the conveyance or transfer of all or a portion of the Project, the Fee Payments and Infrastructure Reimbursement Payments shall be prorated on the basis of the assessed values of the Project allocated to the Developer, the Affiliate(s) of the Developer and their respective successors and assigns, as applicable and as reflected in the then current annual County tax bills to such parties. Such successors in interest in and to the Project shall be subject to the same reporting and notice requirements and the same benefit of the Infrastructure Reimbursement Payments described above for the Developer and the Fee Payments and Infrastructure Reimbursement Payments shall be based on the assessed values of Project as reflected in the respective County tax bills to the parties.

(b) THIS AGREEMENT AND THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE CITY PROVIDED BY THE CITY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE CITY FROM THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A

GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE CITY ARE NOT PLEDGED FOR THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS.

(c) No breach by the City of this Agreement shall result in the imposition of any pecuniary liability upon the City (except as provided in the following sentence) or any charge upon its general credit or against its taxing power. The pecuniary liability of the City under this Agreement or of any warranty herein included or for any breach or default by the City of any of the foregoing shall be limited solely and exclusively to the Fee Payments actually received by the City. The City shall not be required to execute or perform any of its duties, obligations, powers, or covenants that require the City to pay money to the Developer except to the extent of the Fee Payments actually received by the City. The foregoing provisions of this Section 3.02(c) shall not be construed to limit the Developer's right to pursue any non-monetary remedies available to the Developer under Section 5.02 of this Agreement, including pursuit of a mandamus remedy or a specific performance remedy.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by City. Prior to or simultaneously with the execution and delivery of this Agreement, at the Developer's expense, the City shall provide the Developer with a copy of the Ordinance, duly certified by the City Clerk to have been duly enacted by the City Council and to be in full force and effect on the date of such certification; and such additional related certificates, instruments or other documents as the Developer may reasonably request in a form and substance acceptable to the Developer and the City.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Developer. The City hereby acknowledges that the Developer may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to any other Person(s); provided, however, that the Developer will give notice of any transfer by the Developer of its interest in this Agreement to any Affiliate of the Developer, but such transfer may be done without the City's consent. At the Developer's expense, a transfer to any other Person(s) who is not an Affiliate of the Developer shall require the prior written consent of the City, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the City from the City's obligations to provide Infrastructure Reimbursement Payments to the Developer or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Reimbursement Payments under the Infrastructure Act and such assignee or successor in interest agrees to be bound by the terms and provisions of this Agreement pursuant to the terms of a written joinder agreement with the City and such party, in form to be substantially in the form attached hereto in Exhibit C (each, "Joinder Agreement"). The City's approval of such assignee or successor in interest shall be evidenced by the execution and delivery of the written Joinder Agreement by the then-current Mayor.

SECTION 4.03. Assignment by City. The City shall not assign, transfer, or convey its obligations to provide Infrastructure Reimbursement Payments hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the City or the Developer shall fail duly and punctually to perform

any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the City or the Developer, respectively, specifying the failure and requesting that it be remedied is given to the City by the Developer, or to the Developer by the City, by first-class mail, the City or the Developer, respectively, shall be in default under this Agreement (an “Event of Default”).

SECTION 5.02. Remedies and Legal Proceedings by the Developer or the City. Upon the happening and continuance of any Event of Default, then and in every such case the Developer or the City, as the case may be, in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the City or the Developer hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the City or the Developer to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Reimbursement Payments provided for herein have been remitted to the Developer, the Affiliate(s) of the Developer or their successors and assigns, as applicable.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, either party, shall bind or inure to the benefit of the successors of the same party or the other party, as applicable, from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of that party, shall be transferred.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Reimbursement Payments shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.04. No Liability for Personnel of the City or the Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any agent or employee of the

City or its governing body or the Developer or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the City nor any official executing this Agreement shall be liable personally on the Infrastructure Reimbursement Payments or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when delivered by (i) United States certified mail, return-receipt requested, restricted delivery, postage prepaid, or (ii) sent by e-mail with confirmation of transmission by the transmitting equipment, or (iii) hand delivered with a signed acknowledgement from the addressee or designee if a designee has been established pursuant to the notice provisions of this section, addressed as follows:

If to the City:

City of Greer, South Carolina
Attention: City Administrator
301 East Poinsett Street
Greer, South Carolina 29651

With a copy to:

Michael E. Kozlarek, Esq.
michael@kozlareklaw.com
Kozlarek Law LLC
Post Office Box 565
Greenville, South Carolina 29602-0565

if to the Developer: W/C GSP JV VIII, L.L.C.
 c/o Clarius Partners
 Attn: Craig Dannegger
 200 W. Madison Street, Suite 3410
 Chicago, Illinois 60606

with a copy to: Nexsen Pruet, LLC
(which shall not 55 East Camperdown Way, Suite 400
constitute notice Greenville, South Carolina 29601
to the Developer) Attn: James K. Price
 Email: jprice@nexsenpruet.com

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the City or the Developer shall also be given to the others. The City and the Developer may, by notice given under this Section 6.06, designate any further or different addresses or representatives to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the City, its members, officers, elected officials, employees, servants and agents (collectively, "Indemnified Parties") shall not incur pecuniary liability by reason of the terms of this Agreement, any Joinder Agreement, or the undertakings required of the City hereunder, by reason of the granting of the Infrastructure Reimbursement Payments, by reason of the execution of this Agreement, any Joinder Agreement, by the reason of the performance of any act requested of it by the Developer, or by reason of the City's relationship to the Project or by the operation of the Project by the Developer, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the City or any of the other Indemnified Parties should be subject to any claims, liabilities or losses, or incur any pecuniary liabilities or losses, then in such event the Developer shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Developer shall defend them in any such action or proceeding with legal counsel acceptable to the City (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the City, its agents, officers or employees, or (ii) any breach of this Agreement by the City.

(b) Notwithstanding anything in this Agreement or any Joinder Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Developer, shall survive any termination of this Agreement.

[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

[CITY SIGNATURE PAGE: ECONOMIC DEVELOPMENT AGREEMENT]

WHEREFORE by its signature, each Party binds itself and successors in interest as of the effective date provided in this Agreement's preamble.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk

[DEVELOPER SIGNATURE PAGE: ECONOMIC DEVELOPMENT AGREEMENT]

WHEREFORE by its signature, each Party binds itself and successors in interest as of the effective date provided in this Agreement's preamble.

W/C GSP JV VIII, L.L.C.

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: ALL that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Spartanburg, on the east side of Lister Road (SC Rd. S-42-220), Greer, being shown and designated as 2.6 acres, more or less, on a boundary survey entitled "BOUNDARY SURVEY FOR MIKE FROST" dated May 11, 2001, prepared by Sinclair & Associates, Inc., recorded in the Office of the Register of Deeds for Spartanburg County in Plat Book 150 at Page 954, reference being made to said plat for a more complete metes and bounds description hereof.

LESS AND EXCEPT, HOWEVER, that portion of the property conveyed to the South Carolina Department of Transportation by deed dated May 24, 2000 and recorded in the Office of the Register of Deeds for Spartanburg County on August 4, 2000 in Deed Book 72-L at page 417.

Tax Map No. 5-14-00-039.01

PARCEL 2: ALL that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Spartanburg, on the east side of Lister Road, containing 1.98 acres, more or less, and being shown on plat of survey prepared for Mike Frost dated January 18, 2000 by Sinclair & Associates, Inc., recorded in the Office of the Register of Deeds for Spartanburg County in Plat Book 147 at Page 23, reference being made to said plat for a more complete metes and bounds description hereof.

LESS AND EXCEPT, HOWEVER, that portion of the property conveyed to the South Carolina Department of Transportation by deed dated May 24, 2000 and recorded in the Office of the Register of Deeds for Spartanburg County on August 4, 2000 in Deed Book 72-L at page 414.

Tax Map No. 5-14-00-039.02

PARCEL 3: ALL that certain piece, parcel or tract of land, lying and being in the State of South Carolina, County of Spartanburg, being shown and described as 6.90 acres, more or less, on plat prepared for Michael G. Frost by Langford Land Surveying, LLC, dated January 4, 2018, recorded in the Office of the Register of Deeds in Plat Book 173 at Page 664, reference being made to said plat for a more complete metes and bounds description hereof.

Tax Map No. 5-14-00-039.03

PARCEL 4: ALL that certain piece, parcel or lot of land, situate, lying and being in Beech Springs Township, Spartanburg County, South Carolina, containing twenty-one and six-tenths (21-6/10) acres, more or less, and bounded by lands now or formerly of D. A Lister, W.H. Kimbrell and others, and having the following courses and distances, to-wit:

BEGINNING at a stone on Apalache Mill Co. corner and runs thence S 63-1/4 E 13.00 chains to a stone near (now or formerly) Kimbrell's house; thence S 26 W 10.96 chains to stone on the west side of settlement road; thence S 19-1/4 W 7.47 chains to stone on the west side of road; thence N 54-1/2 W 12.66 chains to a small dogwood on the west side of a large gully; thence n 21-1/4 E 16.55 chains to the beginning corner.

LESS, HOWEVER, any and all conveyances out, leaving approximately 13.63 acres.

Tax Map No. 5-14-00-040.00

PARCEL 5: ALL that certain piece, parcel or lot of land, situate, lying and being in Beech Springs Township, Spartanburg County, South Carolina, about three (3) miles East of the Town of Greer, located on the southwest side of county road S-220 and fronting thereon for a distance of One Hundred Fifty (150) feet, consisting of 1.36 acres, more or less, as shown on a survey prepared for Deborah A Seay by Sinclair & Associates, Inc., dated May 11, 2001, last revised September 28, 2001, recorded in the Office of the Register of Deeds for Spartanburg County in Plat Book 151 at Page 940, reference being made to said survey for a more complete metes and bounds description hereof.

LESS AND EXCEPT, those portions of the property that are located within the right-of-way of Lister Road as shown on survey prepared for Deborah A. Seay by Sinclair & Associates, Inc., dated May 11, 2001, last revised September 28, 2001, recorded in the Office of the Register of Deeds for Spartanburg County in Plat Book 151 at Page 940.

Tax Map No. 5-14-00-041.00

PARCEL 6: ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in Beech Springs Township, Spartanburg County, South Carolina, approximately three miles east of Greer, S.C. on Highway S-220, and containing 0.84 acre, more or less, and being described as follows:

BEGINNING at a nail in the center of said highway, and running thence N 6-37 W 44 feet to an old nail; N 20-07 W 100 feet to another nail; thence N 31-21 W 100.5 feet to a nail; thence N 40-06 W 33.2 feet to a nail in said road and leading toward U. S. Hwy. No. 29; thence N 71-35 E along the line of (nor or formerly) William Sea, 259 feet to a nail in the unpaved Lister Road; thence along said road S 15-43 W. 265 feet to a nail; thence S 38-33 W 97 feet to the point of beginning.

Tax Map No. 5-14-00-042.00

PARCEL 7: ALL that certain piece, parcel or tract of land located near Greer, County of Spartanburg, State of South Carolina, and containing 141.69 acres, more or less, as shown on survey prepared for J. B. Robison Farms, Inc. by Joe E. Mitchell, RLS, dated March 5, 1986, marked Exhibit G, and recorded in Plat Book 97 at Page 718 in the Office of the Register of Deeds for Spartanburg County, reference being made to said plat for a more complete metes and bounds description hereof.

Tax Map No. 5-14-00-048.00

EXHIBIT C

FORM OF JOINDER AGREEMENT

Reference is made to that certain ECONOMIC DEVELOPMENT AGREEMENT, dated as of April 9, 2019 ("Agreement"), between the **CITY OF GREER, SOUTH CAROLINA** ("City") and **W/C GSP JV VIII, L.L.C.** ("Company"), a copy of which is attached hereto.

1. Joinder to Agreement. The undersigned hereby joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement and further acknowledges and agrees that the undersigned shall have all of the rights and obligations as an assignee or successor in interest to the Company as set forth in the Agreement.
2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement has the meanings set forth in the Agreement.
3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.
4. Notice. Notices under Section 6.5 of the Agreement shall be sent to:

Attn: _____

5. Counterparts. This Joinder Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Facsimile signatures may be relied upon as if originals.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

[]

By: _____

Its: _____

The foregoing Joinder Agreement is hereby acknowledged, accepted and agreed to by the City.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk



AGENDA
GREER CITY COUNCIL
4/9/2019

Memorandum of Understanding Greenville County Multi-jurisdictional Drug Force Unit

Summary:

This is the agreement for the multi-jurisdictional drug task force. This agreement is to create a special task force between municipalities of Greenville County, the Greenville County Sheriff's Office, and the Thirteenth Circuit Solicitor's Office that will combine resources to investigate and prosecute violations of illegal drug trafficking across Greenville County.

Presented by Matt Hamby, Police Chief (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
□ Memorandum of Understanding Greenville County Multi-jurisdictional Drug Force Unit	4/2/2019	Backup Material

Memorandum of Understanding
Greenville County
Multi-jurisdictional Drug Enforcement Unit
March 14, 2019

This Memorandum of Understanding (MOU) is hereby established and adopted by and between the following law enforcement agencies and/or jurisdictions within Greenville County: Thirteenth Circuit Solicitor's Office, Greenville County Sheriff's Office, City of Greenville Police Department, Greer Police Department, Fountain Inn Police Department, Mauldin Police Department, Simpsonville Police Department, and Travelers Rest Police Department (hereinafter collectively referred to as "Participating Agencies"). This MOU will become effective for each Participating Agency upon the signatory approval of either their respective governing body and/or duly authorized representative. The South Carolina Law Enforcement Division and South Carolina Highway Patrol may enter into separate mutual-aid agreements with the governing board of the Greenville County Multi-jurisdictional Drug Enforcement Unit.

Creation. The Greenville County Multi-jurisdictional Drug Enforcement Unit ("GCMDEU" or "Unit") is hereby created to provide a more comprehensive investigative approach to combat trafficking in narcotics and dangerous drugs and other related crimes in Greenville County; and to provide a more effective use of public resources.

Responsibilities. The GCMDEU has the following responsibilities:

1. To disrupt illicit drug trafficking in the State of South Carolina, the Greenville County area, adjacent regions, and adjoining states;
2. To gather and compile intelligence data relating to trafficking in both narcotics and other dangerous drugs;
3. To conduct undercover operations when appropriate, and to engage in other traditional methods of investigation in order to effectively prosecute drug law violations in the appropriate courts;
4. To cooperate with state and federal law enforcement agencies in the investigation, arrest, and prosecution of upper-level drug dealers;
5. To enforce laws prohibiting money laundering and organized criminal activities;
6. To enforce laws prohibiting vice-related crimes, including gambling, solicitation, and prostitution;
7. To enforce all state laws anywhere in Greenville County. To enforce all county ordinances in any unincorporated portion of Greenville County. To enforce any municipal ordinance of any municipality in Greenville County while the officer is located in that municipality; and
8. To conduct any other law enforcement investigation or activity as authorized by the GCMDEU Commander and/or the GCMDEU Governing Board.

Governing Board. The Governing Board of the GCMDEU ("Governing Board") shall be comprised of the chief executive officer of each Participating Agency, or his/her designee, provided that the Participating Agency has staff assigned to the GCMDEU. The chair of the Governing Board shall be chosen by a majority vote of the membership, and the term shall be one year from the date of selection, unless otherwise determined by a vote of the Governing Board.

Duties of Governing Board. The Governing Board, with the exception of the Thirteenth Circuit Solicitor, will determine both the general and specific direction in all law enforcement matters of the GCMDEU using the most recent edition of Robert's Rules of Order to govern their deliberations in cases not otherwise provided for by statute, relevant City or County Code, rule or regulation, in that order. The Governing Board should meet at least monthly during the term of this MOU.

Solicitor's Role. The Thirteenth Circuit Solicitor's role in the Governing Board shall be limited to serving as the employing agency for the Commander, providing legal guidance to the Governing Board, and to vote on administrative matters that concern the GCMDEU.

Quorum. A majority of the Governing Board members shall constitute a quorum for the transaction of business at any meeting of the Governing Board. If a quorum is not present at any meeting of the Governing Board, no action may be taken. Governing Board members may participate in, and be regarded as present at any meeting of the Governing Board by means of conference call or any other means of communication by which all persons participating in the meeting can hear each other simultaneously. Unless otherwise determined by the Governing Board and confirmed in writing at least seven (7) days in advance of a meeting date, no proxy votes shall be permitted. The presence of the Thirteenth Circuit Solicitor shall be included for determination of a quorum; however, the Solicitor shall abstain from voting on any substantive law enforcement matters.

Action. The Governing Board shall take action pursuant to resolutions adopted by the affirmative vote of a majority of the members participating in a meeting at which a quorum is present. All action by the Governing Board, whether taken during a regular meeting or during executive session, shall be recorded in the minutes of the meeting, unless such action would qualify as a matter exempt from disclosure pursuant to SC Code Annotated §30-4-40 (as amended). In addition, the Governing Board may take action between meetings by written consent as necessary. Such written consent may be by electronic vote and will be included in the next meeting's minutes documenting the action taken.

Assignment of Law Enforcement Officers. Each Participating Agency, other than the Thirteenth Circuit Solicitor's Office, shall provide a minimum of one full-time narcotic enforcement officer to be assigned to the GCMDEU. The Participating Agencies also recognize that staff resource constraints may cause any agency to limit its participation or temporarily withdraw from the GCMDEU for a period of time, until resources are sufficient to participate. During such periods, the affected agency may still be represented at the Governing Board, but shall not qualify for purposes of quorum or vote.

Jurisdiction. All officers assigned to the GCMDEU shall have law enforcement jurisdiction pursuant to applicable enabling agreements and to which this agreement conforms. This jurisdictional permission shall apply only to assignments undertaken pursuant to GCMDEU functions and shall remain applicable regardless of Unit participation by the GCSO, unless expressly prohibited by the Sheriff.

Prosecution. The Solicitor will assign a prosecutorial liaison for all GCMDEU cases, except for cases that may be tried in Federal court or other jurisdiction's cases.

Supervision. The Governing Board will select and assign experienced narcotics enforcement officers with extensive administrative and operational experience to serve as supervisors of the GCMDEU. A supervisor is someone who holds the rank of Sergeant or higher, or is a supervisor at his or her

respective agency that is otherwise qualified through his or her training and experience as determined by the Governing Board. The Governing Board will assign, with the consent of the Solicitor, a Commander to manage the overall operations of the GCMDEU. During their assignment, GCMDEU officers shall be under the direct supervision and control of the assigned supervisors and Commander. The GCMDEU Commander is under the direct supervision and control of the Solicitor's Office for all employment related-purposes (performance, discipline, compensation, etc.) The Solicitor, or his designee, hereby delegates tactical control over the Commander's day to day GCMDEU operations to the Governing Board. The Commander may not appoint a person as a supervisor unless that person is a supervisor at the agency where he/she is employed on a full time basis.

Guidelines and Procedures. The GCMDEU operational guidelines and procedures will be developed by the GCMDEU Commander for approval by the Governing Board. Additionally, the GCMDEU Commander will collaborate with all Greenville County municipal police agencies to develop and implement an appropriate de-confliction policy. All officers assigned to the GCMDEU will comply with all guidelines and procedures so approved. Failure to comply may be grounds for reassignment. The guidelines and procedures will not supersede any policies or guidelines adopted by a Participating Agency.

Work Assignments. With the exception of special assignments, officers assigned to the GCMDEU will work on assigned activities during their on-duty hours. The work schedule of the officers will vary according to operational requirements. The usual work week will be 40 hours. The GCMDEU Commander may request an officer be reassigned for any reason and may bring any operational, manpower or personnel issue before the Governing Board for consideration and vote.

Compensation. Employees authorized to the GCMDEU will remain employees of their respective agencies and will be compensated by the respective agency. Compensation shall include all salary, fringe and overtime expenses related to the authorized transfer to the GCMDEU.

Data Storage. The GCMDEU shall maintain all records necessary to adhere to applicable Best Practices. All Participating Agencies shall have access to all information stored by the Unit via their participating personnel and via the Commander. The Commander shall be responsible for maintaining and appropriately disseminating all information according to accepted Law Enforcement Standards.

Office Location. The GCMDEU will operate out of one location, upon which the Governing Board will mutually agree.

Press Releases/Conferences. Press releases or press conferences for operations conducted by the GCMDEU shall be the responsibility of the Commander or his designee in coordination with the Governing Board.

Startup Funds. Each Participating Agency agrees to contribute to the funds, equipment, and/or personnel necessary to create the GCMDEU, including in-kind contributions where possible. Both in-kind, equipment and cash contributions shall be detailed and disclosed in a separate document to be maintained by the Commander or his designee and to be shared with the Governing Board on a quarterly basis.

Use and Distribution of Assets. The use or distribution of any and all assets seized and forfeited to the GCMDEU will be by decision of the Governing Board. Generally, distributions will be made quarterly. Distributed assets will be divided equitably among the Participating Agencies in accordance with the following provisions, unless contrary to applicable laws or court orders, in which case, such law or court order shall apply. Unless an alternate distribution is agreed upon by vote of the Governing Board, distributions will be divided by the actual manpower allocations in effect on the last day of the preceding quarter.

Dispute of Allocation. Any Participating Agency may request a hearing by the Governing Board in order to dispute a specific quarterly allocation. The governing Board may, in its discretion, request additional information regarding the dispute and may confirm the original decision without additional vote or may determine that an additional vote is appropriate.

Determination of “GCMDEU” Seizures. All seizures to be distributed as described in this agreement shall meet the following criteria:

1. The preliminary intelligence for the seizure originated pursuant to the work by a member of the Unit, or
2. The intelligence gathered by any source and documented as “turned over” to the Unit resulted in the seizure.

All seized currency over \$1,000 and all assets seized other than currency will be distributed pursuant to S.C Code Ann. § 44-53-530, as amended, as follows: Five percent to the State of South Carolina: Twenty percent to the Solicitor, and Seventy-five percent to the GCMDEU to be distributed to the Participating Agencies according to manpower allocations as outlined in this MOU, or as otherwise agreed upon by the Governing Board.

All seized drug-related currency under \$1,000 and Federal forfeitures of any type and amount, including currency and other assets, will be distributed according to manpower allocations as set forth in this MOU, unless the specific distribution is controlled by court order or statute.

Manpower Allocations. Full manpower allocations are as follows:

Agency	Personnel
Greenville County Sheriff’s Office	
City of Greenville Police Department	
City of Greer Police Department	
City of Fountain Inn Police Department	
City of Mauldin Police Department	
City of Simpsonville Police Department	
City of Travelers Rest Police Department	
TOTAL	

Dissolution. Upon dissolution of the GCMDEU, equipment purchased with grant funds will be retained by the Participating Agency that paid the local match, unless otherwise dictated by the specific grant funding entity. All equipment purchased with program income will be divided equitably to each Participating Agency according to the manpower allocations in effect at the time of any such dissolution. Upon withdrawal by any Participating Agency while the GCMDEU continues to operate, all equipment purchased by the withdrawing agency will be retained by the withdrawing agency. No equipment purchased with program funds will be assigned to any withdrawing agency as long as the GCMDEU continues to operate.

Effective Date. This MOU shall become effective on the date set forth on the respective signature pages and shall automatically renew each anniversary date, year to year, unless terminated by the Governing Board. Any Participating Agency may terminate participation in the GCMDEU by providing written notice to the Governing Board. Such termination shall not impact the participation of any other Participating Agency to this MOU nor will it impact the validity of this MOU. All Participating Agencies agree that any and all successors in interest to their offices will be similarly bound by the terms of this MOU without necessitating execution of any amendment.

Effect of Previous Agreements. This MOU shall supersede, govern and control over any prior GCMDEU agreements or memoranda of understanding.

Amendments. Any non-substantive amendments to this agreement may be adopted upon approval of the Governing Board.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Participating Agency hereto has executed this Memorandum of Understanding on the date designated herein below. By signing this document, the Participating Agency has agreed to work in partnership to support the Greenville County Multi-jurisdictional Drug Enforcement Unit in order to combat trafficking in narcotics and dangerous drugs and other related crimes in Greenville County; and to provide a more effective use of public resources.

Thirteenth Circuit Solicitor's Office

W. Walter Wilkins, III, Solicitor

DATE: _____

IN WITNESS WHEREOF, the Participating Agency hereto has executed this Memorandum of Understanding on the date designated herein below. By signing this document, the Participating Agency has agreed to work in partnership to support the Greenville County Multi-jurisdictional Drug Enforcement Unit in order to combat trafficking in narcotics and dangerous drugs and other related crimes in Greenville County; and to provide a more effective use of public resources.

Greenville County Sheriff's Office

Johnny Mack Brown, Sheriff

DATE: _____

IN WITNESS WHEREOF, the Participating Agency hereto has executed this Memorandum of Understanding on the date designated herein below. By signing this document, the Participating Agency has agreed to work in partnership to support the Greenville County Multi-jurisdictional Drug Enforcement Unit in order to combat trafficking in narcotics and dangerous drugs and other related crimes in Greenville County; and to provide a more effective use of public resources.

City of Greenville

Knox White, Mayor

DATE: _____

Ken Miller, Chief of Police

DATE: _____

IN WITNESS WHEREOF, the Participating Agency hereto has executed this Memorandum of Understanding on the date designated herein below. By signing this document, the Participating Agency has agreed to work in partnership to support the Greenville County Multi-jurisdictional Drug Enforcement Unit in order to combat trafficking in narcotics and dangerous drugs and other related crimes in Greenville County; and to provide a more effective use of public resources.

City of Greer

Richard W. Danner, Mayor

DATE: _____

Matt Hamby, Chief of Police

DATE: _____

IN WITNESS WHEREOF, the Participating Agency hereto has executed this Memorandum of Understanding on the date designated herein below. By signing this document, the Participating Agency has agreed to work in partnership to support the Greenville County Multi-jurisdictional Drug Enforcement Unit in order to combat trafficking in narcotics and dangerous drugs and other related crimes in Greenville County; and to provide a more effective use of public resources.

City of Fountain Inn

Sam Lee, Mayor

DATE: _____

Keith Morton, Chief of Police

DATE: _____

IN WITNESS WHEREOF, the Participating Agency hereto has executed this Memorandum of Understanding on the date designated herein below. By signing this document, the Participating Agency has agreed to work in partnership to support the Greenville County Multi-jurisdictional Drug Enforcement Unit in order to combat trafficking in narcotics and dangerous drugs and other related crimes in Greenville County; and to provide a more effective use of public resources.

City of Mauldin

Dennis Raines, Mayor

DATE: _____

Bryan Turner, Chief of Police

DATE: _____

IN WITNESS WHEREOF, the Participating Agency hereto has executed this Memorandum of Understanding on the date designated herein below. By signing this document, the Participating Agency has agreed to work in partnership to support the Greenville County Multi-jurisdictional Drug Enforcement Unit in order to combat trafficking in narcotics and dangerous drugs and other related crimes in Greenville County; and to provide a more effective use of public resources.

City of Simpsonville

Janis Curtis, Mayor

DATE: _____

Mike Hanshaw, Chief

DATE: _____

IN WITNESS WHEREOF, the Participating Agency hereto has executed this Memorandum of Understanding on the date designated herein below. By signing this document, the Participating Agency has agreed to work in partnership to support the Greenville County Multi-jurisdictional Drug Enforcement Unit in order to combat trafficking in narcotics and dangerous drugs and other related crimes in Greenville County; and to provide a more effective use of public resources.

City of Travelers Rest

Brandon Amidon, Mayor

DATES: _____

Ben Ford, Chief of Police

DATES: _____



AGENDA
GREER CITY COUNCIL
4/9/2019

Seeking Approval of Purchase - Ladder Truck

Summary:

The Fire Department has been working diligently to evaluate the needs of the City and our department. After much thought and preparation, we are requesting approval to utilize the HGAC Purchasing Consortium to purchase the replacement ladder truck for the fire department. By utilizing the HGAC purchasing Consortium, we can purchase a truck that meets the specific needs of the City through a process that has been competitively bid while saving the City \$24,000.00.
Dorian Flowers, Fire Chief

ATTACHMENTS:

Description	Upload Date	Type
□ Cover Memo	4/4/2019	Cover Memo

Memorandum

To: Ed Driggers, City Administrator

From: Dorian Flowers, Fire Chief

Subject: Ladder Truck

Date: April 3, 2019

CC: Tammy Duncan, City Clerk

The Fire Department has been working diligently to evaluate the needs of the City and our department. After much thought and preparation, we are requesting approval to utilize the HGAC Purchasing Consortium to purchase the replacement ladder truck for the fire department. By utilizing the HGAC purchasing Consortium, we can purchase a truck that meets the specific needs of the City through a process that has been competitively bid while saving the City \$24,000.00.

The ladder truck we recommend and are requesting to purchase, is a Pierce 100 Foot Aerial Tower built on an Arrow XT Cab and Chassis with a Detroit DD13 525HP Diesel Engine, 4500EVS Allison Automatic Transmission, Waterous S100 2000 GPM Pump, UPF 300 Gallon water tank, shelves, toolboards, trays, Whelen warning lights, built in accordance to NFPA with an overall finished ride height not to exceed 10'8" from Spartan Fire and Emergency Apparatus.

We recommend the purchase of this unit at a total purchase price of \$1,225,437.00



AGENDA
GREER CITY COUNCIL
4/9/2019

First Reading of Ordinance Number 10-2019

Summary:

AN ORDINANCE TO AMEND THE CITY OF GREER ZONING CODE OF ORDINANCE BY REPEALING AND REPLACING ARTICLE 5 ZONING DISTRICT REGULATIONS, SECTION 5:3.3 AND SECTION 5:5.4-5 ACCESSORY BUILDING SETBACK WITHIN THE CITY OF GREER. (Action Required)

Executive Summary:

Ordinance #10-2019 is a text amendment to the City of Greer Zoning Code by amending Article 5 Zoning District Regulation, Section 5:3.3 and 5.5.4-5 Accessory Building Setback. The Planning Commission conducted a public hearing on March 18, 2019 and recommended approval of the amendment. Brandon McMahan, Zoning Coordinator

ATTACHMENTS:

Description	Upload Date	Type
❑ Cover Memo	4/4/2019	Cover Memo
❑ Ordinance Number 10-2019	4/5/2019	Ordinance
❑ Ord 10-2019 Exhibit A Planning Commission Minutes	4/4/2019	Exhibit

Memorandum

To: Mr. Ed Driggers, City Administrator
From: Brandon McMahan, Zoning Coordinator
Subject: Ordinance #10-2019
Date: April 1, 2019
CC: Tammy Duncan, City Clerk

Ordinance #10-2019 is a text amendment to the City of Greer Zoning Code by amending Article 5 Zoning District Regulation, Section 5:3.3 and 5.5.4-5 Accessory Building Setback. The Planning Commission conducted a public hearing on March 18, 2019 and recommended approval of the amendment.

ORDINANCE NUMBER 10-2019

AN ORDINANCE TO AMEND THE CITY OF GREER ZONING CODE OF ORDINANCE BY REPEALING AND REPLACING ARTICLE 5 ZONING DISTRICT REGULATIONS, SECTION 5:3.3 AND SECTION 5:5.4-5 ACCESSORY BUILDING SETBACK WITHIN THE CITY OF GREER.

WHEREAS, the City of Greer City Council at various times reviews the city ordinances to make necessary improvements and/or changes; and,

WHEREAS, Greer City Council wishes to amend the City of Greer Zoning Code by repealing and replacing Section 5:3.3 Accessory Building Setback and Section 5:5.4-5 Accessory Building Setback in their entirety to insure the proper development and use of property within the City of Greer and to preserve and protect the visual quality and character of neighborhoods in the City of Greer; and,

WHEREAS, the City of Greer Planning Commission recommended approval of the requested amendment to the zoning ordinance at a Public Hearing held at 6:30 p.m. on March 22, 2019 in the Council Chambers of Greer City Hall, Greer, South Carolina after due notice in The Greer Citizen, a newspaper in Greer, South Carolina, with general circulation in the Greer area, for the purpose of considering a proposed amendment to the City of Greer Zoning Ordinance. (The minutes and staff report from said meeting are attached hereto marked as Exhibit A);

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Greer that the City of Greer Zoning Code of Ordinance Article 5 Zoning District Regulations Section 5:3.3 and Section 5:5.4-5 are repealed and replaced by the following provisions:

5:3.3 Accessory Building Setback

~~Accessory buildings may be located in the rear yard, provided that they are set back not less than 5 feet from any lot line and occupy not more than 20 percent of the rear yard.~~

Accessory buildings must be located behind the front plane of the principal structure; set back no less than 5 feet from any lot line; and, no closer than 10 feet to the principal dwelling. All accessory structures shall not exceed 30% of the floor area of the principal dwelling; shall not exceed the height of the principal structure; and, shall be constructed of similar material of the principal structure.

5:5.4-5 Accessory Building Setback

~~Accessory buildings may be located in the rear yard provided that they are set back not less than 5 feet from any lot line and occupy not more than 20 percent of the rear yard.~~

Accessory buildings must be located behind the front plane of the principal structure; set back no less than 5 feet from any lot line; and, no closer than 10 feet to the principal dwelling. All accessory structures shall not exceed 30% of the floor area of the principal dwelling; shall not exceed the height of the principal structure; and, shall be constructed of similar material of the principal structure.

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

Introduced by:

First Reading: April 9, 2019

Second and
Final Reading: April 23, 2019

Approved as to Form:

John B. Duggan, City Attorney

**ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, MARCH 18, 2019**

EXHIBIT

A

DOCKET: **TXT 2019-02**

APPLICANT: City of Greer

REQUEST: To amend the Zoning Ordinance of the City Code to
Establish new standards for Accessory Buildings in
residentially zoned properties

ANALYSIS: **TXT 2019-02**

TXT 2019-02 is an amendment to Article § 5:3.3 and § 5:5.4-5 of the City of Greer, SC Zoning Ordinance to state: Accessory buildings must be located behind the front plane of the principal structure, provided that they are set back no less than 5 feet from any lot line, are no closer than 10 feet to the principal dwelling. All accessory structures cannot exceed 30% of the floor area of the principal dwelling, cannot exceed the height of the principal structure, and constructed of similar material of the principal structure.

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: On March 28, 2019, the Greer Planning Commission voted to approve the request. A motion was made by Brian Martin to approve with a second from John Holland. It was approved by a vote of 7-0.