



**AGENDA
GREER CITY COUNCIL**

July 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. Mayor Rick Danner

IV. PUBLIC FORUM

V. MINUTES OF COUNCIL MEETING

**A. June 25, 2019
(Action Required)**

VI. PRESENTATION

A. Steve Owens, Communications Manager will highlight his Activity Report

VII. ADMINISTRATOR'S REPORT

A. Ed Driggers, City Administrator

VIII. APPOINTMENTS TO BOARDS AND COMMISSIONS

**A. Board of Architectural Review
Historian - Joada Hiatt has resigned her term will expire 6/30/2021 (Action Required)**

IX. OLD BUSINESS

**A. Second and Final Reading of Ordinance Number 18-2019
AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF
PROPERTIES OWNED BY (1) ANITA ANN COLBERT AND JAMES**

E. COLBERT, (2) DONALD L. BROWN, AND (3) THE WITHERSPOON GROUP LOCATED ON (1) LIBERTY HILL ROAD, (2) ABNER CREEK ROAD, AND (3) FREEMAN FARM ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION I-1 (INDUSTRIAL DISTRICT) FOR SAID PROPERTIES. (Action Required)

B. Second and Final Reading of Ordinance Number 26-2019

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT FREEMAN FARMS], 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)

X. NEW BUSINESS

A. First Reading of Ordinance Number 27-2019

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY SPARTANBURG COUNTY AND DUKE POWER COMPANY LOCATED ON VICTOR AVENUE (VICTOR MILL SITE) BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTIES. (Action Required)

Ordinance 27-2019 is an annexation and zoning request for three parcels located on Victor Ave. The parcel for annexation consists of 24.39 acres. The property is proposed for DRD, Design Review District, zoning. In the Statement of Intent, the developer is proposing a mixed-use development with commercial located near the intersection of Victor Avenue and 5th Street not to exceed 25,000 sqft. The residential section will be single-family attached (townhomes) not to exceed 250 units with 7 acres of open space for the entire development. The Planning Commission will conduct a public hearing on July 22, 2019 for the zoning of this parcel.

Kelli McCormick, Planning Manager

B. First Reading of Ordinance Number 28-2019

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A PORTION OF PROPERTY OWNED BY SEPA, ENTERPRISES, LLC. LOCATED ON FREEMAN FARM ROAD FROM C-3 (COMMERCIAL) AND I-1 (INDUSTRIAL) TO R-7.5 (RESIDENTIAL, SINGLE FAMILY DISTRICT). (Action Required)

Ordinance 28-2019 is a rezoning request for a portion of a parcel located on Freeman Farm Rd. The owner is requesting a rezoning from C-3, Commercial District and I-1, Industrial, to R-7.5, Single Family Residential.

This property was zoned C-3 and I-1, in 1995. This property will be combined with parcel 9-06-00-006.00, which was rezoned in March 2018 for a future subdivision, which is currently under review but not approved. The Planning Commission conducted a public hearing on June 17, 2019 for the rezoning of these parcels. The Planning Commission recommended to approve this request.

Brandon McMahan, Zoning Coordinator

XI. EXECUTIVE SESSION

Council may take action on matters discussed in executive session.

A. Motion to enter into Executive Session to discuss the following:

(1) An Economic Development Matter pertaining to Project Velocity II; as allowed by State Statute Section 30-4-70(a)(5).

(2) A Legal Matter pertaining to Summer Day Camp; as allowed by State Statue Section 30-4-70(a)(2).

XII. ADJOURNMENT

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

Category Number: III.
Item Number: A.



AGENDA
GREER CITY COUNCIL
7/9/2019

Mayor Rick Danner

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Invocation Schedule	6/26/2019	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
7/9/2019

June 25, 2019

Summary:

(Action Required)

ATTACHMENTS:

Description	Upload Date	Type
☐ June 25, 2019 Council Meeting Minutes	7/2/2019	Backup Material

CITY OF GREER, SOUTH CAROLINA

MINUTES of the FORMAL MEETING of GREER CITY COUNCIL June 25, 2019

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

I. CALL TO ORDER OF THE PUBLIC HEARING

Mayor Rick Danner – 6:34 P.M.

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

Councilmember Lee Dumas was absent.

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

**Subject: CITY OF GREER BUDGET ORDINANCE FISCAL YEAR 2019 - 2020
AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF THE CITY OF
GREER, SOUTH CAROLINA, MAKING APPROPRIATIONS THEREFORE,
LEVYING TAXES, AND TO PROVIDE FOR AN EFFECTIVE DATE.**

Mayor Danner opened the Public Hearing for public comment.

Mayor Danner asked a second time if anyone would like to speak.

Mayor Danner asked a third and final time if anyone would like to speak.

No one indicated an interest in speaking.

Mayor Danner stated the Public Hearing was concluded.

The Public Hearing adjourned 6:36 P.M.

II. CALL TO ORDER OF THE REGULAR MEETING

Mayor Rick Danner – 6:36 P.M.

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

Councilmember Lee Dumas was absent.

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

III. PLEDGE OF ALLEGIANCE Councilmember Judy Albert

IV. INVOCATION Councilmember Judy Albert

V. PUBLIC FORUM No one signed up to speak

VI. MINUTES OF THE COUNCIL MEETING June 11, 2019

ACTION – Councilmember Wryley Bettis made a motion that the minutes of June 11, 2019 be received as written. Councilmember Judy Albert seconded the motion.

VOTE - Motion carried unanimously.

VII. DEPARTMENTAL REPORTS

- A.** Building and Development Standards, Finance, Fire Department, Municipal Court, Parks & Recreation, Police Department, Public Services and the Website Activity Reports for **May 2019** were included in the packet for informational purposes.

Finance

Susan Howell, Budget and Audit Manager presented the Financial Report for the period ending May 31, 2019. (Attached)

General Fund Cash Balance: \$17,911,648.

General Fund Revenue: \$24,727,509. General Fund Expenditures: \$23,385,711.

Revenue Benchmark Variance: \$1,867,763. Expenditure Benchmark Variance: (\$530,998.)

Overall Benchmark Variance: \$1,336,765.

The City is 2% under budget during this time period.

Hospitality Fund Cash Balance: \$1,028,259.

Storm Water Fund Cash Balance: \$890,089.

VIII. ADMINISTRATOR'S REPORT

Ed Driggers, City Administrator presented the following:

Freedom Blast will be held this Saturday, June 29th at City Park. Additional information can be found in your mail boxes.

Password Policy Change will be implemented July 1st. We are beginning to see exponential increases in attempts to infiltrate our system. We reported this to you in the past few months as we are monitoring this extremely closely our IT Department feels very strongly it is time to up our password protection to try to discourage attempts to get into our system. We are experiencing millions of attempts into our system. Our software is doing a really good job of catching those and protecting our system but we are continuing to learn daily of communities that are being held hostage for their data, jeopardizing their operations as their data is held ransom. IT sent out a memo to all employees and I will be sharing that with you. IT will be here to assist you. There will be a 30-day period to change your password.

Sidewalk Repair and Replacement on Line Street we just completed 670 linear feet of sidewalk and another 90 feet of curb and gutter. This was in relation to sidewalk that was out of commission for a long period of time across from the park. We were having a stormwater issue there and were in discussions with SCDOT about whose responsibility it was. We felt it was in the best interest of our community to go ahead with the repairs. Our crews are doing additional work throughout the city as well.

Election Filing for District 1, District 3, District 5, Mayor and Commissioner of Public Works will begin Monday, July 15th at Noon and end Thursday, August 15th at Noon. This information will appear in the next two (2) publication of the Greer Citizen.

IX. APPOINTMENTS TO BOARD AND COMMISSIONS

A. Board of Architectural Review

Historian - Joada Hiatt resigned effective April 26th her term expires 6/30/2021.

No nominations were made.

B. Appointees to the Greenville Spartanburg International Airport Environs Planning Commission

Greenville County Representative William A. (Andy) Burleigh's term expires 6/30/2019.

ACTION – Mayor Rick Danner nominated Andy Burleigh for the Greenville County Representative seat on the Greenville Spartanburg International Airport Environs Planning Commission. Councilmember Kimberly Bookert seconded the motion.

VOTE – Motion carried unanimously.

X. OLD BUSINESS

A. Second and Final Reading of Ordinance Number 19-2019

AN ORDINANCE AMENDING CHAPTER 54 MANUFACTURED HOUSING, ARTICLE II MANUFACTURED HOMES, SECTION 54-31 PERMIT REQUIRED, TO ELIMINATE THE ANNUAL PERMIT FEE.

No new information was provided.

ACTION – Councilmember Wryley Bettis made a motion to approve Second and Final Reading of Ordinance Number 19-2019. Councilmember Jay Arrowood seconded the motion.

VOTE – Motion carried unanimously.

B. Second and Final Reading of Ordinance Number 22-2019

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY OLENA ELMORE LOCATED AT 317 PARKER STREET FROM C-2 (COMMERCIAL) TO RM-2 (RESIDENTIAL, MULTI- FAMILY DISTRICT).

Kelli McCormick, Planning Manager stated there was no new or additional information.

ACTION – Councilmember Jay Arrowood made a motion to approve Second and Final Reading of Ordinance Number 22-2019. Councilmember Wayne Griffin seconded the motion.

VOTE – Motion carried unanimously.

C. Second and Final Reading of Ordinance Number 24-2019

AN ORDINANCE AMENDING CHAPTER 38 HISTORIC PRESERVATION, ARTICLE II BOARD OF ARCHITECTURAL REVIEW, SECTION 38-92 PROCESS, TO ELIMINATE THE FINAL CERTIFICATION FEE FROM THE CITY OF GREER CODE OF ORDINANCE AND TRANSFER THE FEE TO THE COMPREHENSIVE FEE SCHEDULE.

No new or additional information was provided.

ACTION – Councilmember Judy Albert made a motion to approve Second and Final Reading of Ordinance Number 24-2019. Councilmember Wryley Bettis seconded the motion.

VOTE – Motion carried unanimously.

D. Second and Final Reading of Ordinance Number 25-2019

AN ORDINANCE AMENDING CHAPTER 14 BUILDING AND BUILDING REGULATIONS, ARTICLE I IN GENERAL, SECTION 14-8 OCCUPANCY PERMITS, TO ELIMINATE THE OCCUPANCY PERMIT FEE FROM THE CITY OF GREER CODE OF ORDINANCES AND TRANSFER THE FEE TO THE COMPREHENSIVE FEE SCHEDULE.

No new or additional information was provided.

ACTION – Councilmember Wayne Griffin made a motion to approve Second and Final Reading of Ordinance Number 25-2019. Councilmember Wryley Bettis seconded the motion.

VOTE – Motion carried unanimously.

E. Second and Final Reading of Ordinance Number 23-2019

CITY OF GREER BUDGET ORDINANCE FISCAL YEAR 2019 - 2020

AN ORDINANCE RELATING TO THE FISCAL AFFAIRS OF THE CITY OF GREER, SOUTH CAROLINA, MAKING APPROPRIATIONS THEREFORE, LEVYING TAXES, AND TO PROVIDE FOR AN EFFECTIVE DATE.

ACTION – Councilmember Jay Arrowood made a motion to approve Second and Final Reading of Ordinance Number 23-2019. Councilmember Judy Albert seconded the motion.

Lengthy discussion held.

VOTE – Motion carried unanimously.

XI. NEW BUSINESS

A. First and Final Reading of Resolution Number 13-2019

A RESOLUTION DECLARING THE CITY'S INTENT TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES MADE PRIOR TO THE CITY'S CONSUMMATION OF A FEDERALLY TAX-EXEMPT FINANCING.

David Seifert, Chief Financial Officer presented the request.

ACTION – Councilmember Judy Albert made a motion to approve First and Final Reading of Resolution Number 13-2019. Councilmember Wryley Bettis seconded the motion.

VOTE – Motion carried unanimously.

B. First and Final Reading of Resolution Number 14-2019

A RESOLUTION AUTHORIZING A LEASE/PURCHASE AGREEMENT, SERIES 2019 IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$1,810,898.00 RELATING TO THE FINANCING OF EQUIPMENT FOR MUNICIPAL PURPOSES; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS INCLUDING THE LEASE AGREEMENT; AND OTHER RELATED MATTERS

David Seifert, Chief Financial Officer presented the request.

ACTION – Councilmember Jay Arrowood made a motion to approve First and Final Reading of Resolution Number 14-2019. Councilmember Wayne Griffin seconded the motion.

VOTE – Motion carried unanimously.

C. First Reading of Ordinance Number 26-2019

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT FREEMAN FARMS], 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.

Reno Deaton, Executive Director of Greer Development Corporation presented the request.

ACTION – Councilmember Wayne Griffin made a motion to approve First Reading of Ordinance Number 26-2019. Councilmember Kimberly Bookert seconded the motion.

VOTE – Motion carried unanimously.

D. Seeking Approval of Grant Application Recommendations

The Accommodations Tax Advisory Committee met Thursday, June 13, 2019, to discuss the applications received for grants from State Accommodations Taxes received for fiscal year June 30, 2018. The Committee respectfully submits the following recommendations for Councils consideration and approval.

David Seifert presented the following:

Funding Available

\$8,394.37

Applications Received Project Amount Recommendation

Greer Station Association Brochures, Advertising \$1,360.00 Approve Funding

Greer Cultural Arts Council Entertainers/Artists \$6,375.00 Approve Funding

Remaining Funds Available

\$659.37

ACTION – Councilmember Wryley Bettis made a motion to approve the requests as stated. Councilmember Jay Arrowood seconded the motion.

VOTE – Motion carried unanimously.

XII. EXECUTIVE SESSION

Mayor Danner stated an Executive Session was not needed.

XIII. ADJOURNMENT

7:22 P.M.

Richard W. Danner, Mayor

Tammela Duncan, Municipal Clerk

Notifications: Agenda posted in City Hall and email notifications sent to The Greenville News, The Greer Citizen, GreerToday.com and the Spartanburg Herald Journal Friday, June 21, 2019.



AGENDA
GREER CITY COUNCIL
7/9/2019

Board of Architectural Review

Summary:

Historian - Joadia Hiatt has resigned her term will expire 6/30/2021 (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
□ Board of Architectural Review	6/26/2019	Backup Material



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

		DATE OF APPOINTMENT	TERM EXPIRATION
David Langley 106 Sandy Creek Court Greer, SC 29650 Residence 244-6899	Business 968-0224	May 14, 2019	June 30, 2022
		June 28, 2016	June 30, 2019
		June 11, 2013	June 30, 2016
		April 13, 2010	June 30, 2013
		Email dlangley@la-architects.com	
Joada Hiatt 509 Tryon Street Greer, SC 29651 Residence 877-4626	Business 877-3377	June 12, 2018	June 30, 2021
		June 9, 2015	June 30, 2018
		June 12, 2012	June 30, 2015
		Email joadahiatt@bellsouth.net	
Brandon Price 124 Vandiventer Drive Greer, SC 29650 Residence 877-7341	Business 877-6525	June 12, 2018	June 30, 2021
		June 9, 2015	June 30, 2018
		June 26, 2012	June 30, 2015
		Email Brandon@smithandjames.com	
Linda Wood 243 Cannon Street Greer, SC 29651 Residence 877-9463	Business 905-5244	July 11, 2017	June 30, 2020
		June 24, 2014	June 30, 2017
		June 14, 2011	June 30, 2014
		Email Lwood9@aol.com	
Marney Hannon 304 N. Miller Street Greer, SC 29650 Residence 877-2644	Cell 420-7202	July 11, 2017	June 30, 2020
		June 24, 2014	June 30, 2017
		June 14, 2011	June 30, 2014
		Email marney.hannon@holcim.com	

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



AGENDA
GREER CITY COUNCIL
7/9/2019

Second and Final Reading of Ordinance Number 18-2019

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY (1) ANITA ANN COLBERT AND JAMES E. COLBERT, (2) DONALD L. BROWN, AND (3) THE WITHERSPOON GROUP LOCATED ON (1) LIBERTY HILL ROAD, (2) ABNER CREEK ROAD, AND (3) FREEMAN FARM ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION I-1 (INDUSTRIAL DISTRICT) FOR SAID PROPERTIES. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
❑ Ordinance Number 18-2019	6/26/2019	Ordinance
❑ Ord 18-2019 Planning Commission Minutes	7/3/2019	Backup Material
❑ Ord 18-2019 Exhibit A1 Deed	5/15/2019	Exhibit
❑ Ord 18-2019 Exhibit A2 Deed	5/15/2019	Exhibit
❑ Ord 18-2019 Exhibit A3 Deed	5/15/2019	Exhibit
❑ Ord 18-2019 Exhibit B1 Plat	5/15/2019	Exhibit
❑ Ord 18-2019 Exhibit B2 Plat	5/15/2019	Exhibit
❑ Ord 18-2019 Exhibit B3 Plat	5/15/2019	Exhibit
❑ Ord 18-2019 Exhibit C Map	5/15/2019	Exhibit
❑ Ord 18-2019 Exhibit D Flood Map	5/15/2019	Exhibit
❑ Ord 18-2019 Petitions for Annexation and Applications	5/15/2019	Backup Material

ORDINANCE NUMBER 18-2019

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY (1) ANITA ANN COLBERT AND JAMES E. COLBERT, (2) DONALD L. BROWN, AND (3) THE WITHERSPOON GROUP LOCATED ON (1) LIBERTY HILL ROAD, (2) ABNER CREEK ROAD, AND (3) FREEMAN FARM ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION I-1 (INDUSTRIAL DISTRICT) FOR SAID PROPERTIES.

WHEREAS, (1) Anita Ann Colbert and James E. Colbert, (2) Donald L. Brown, and (3) The Witherspoon Group are the sole owners of properties located on (1) Liberty Hill Road, (2) Abner Creek Road, and (3) Freeman Farm Road more particularly described on the legal descriptions attached hereto marked as Exhibit A, the plats attached hereto marked as Exhibit B, the map attached hereto marked as Spartanburg County Parcel Numbers (1) 5-28-00-029.00, (2) 5-29-00-035.00, and (3) 5-28-00-034.02 containing approximately (1) 35.70 +/- acres, (2) 31.42 +/- acres, and (3) 33.42 +/- acres attached hereto marked as Exhibit C, the Flood Map attached hereto marked as Exhibit D; and

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

WHEREAS, (1) Anita Ann Colbert and James E. Colbert, (2) Donald L. Brown, and (3) The Witherspoon Group 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 I-1 (Industrial District); and

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

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

1. ANNEXATION: The (1) 35.70 +/- acres, (2) 31.42 +/- acres, and (3) 33.42 +/- acres properties shown in red on the attached map owned by (1) Anita Ann Colbert and James E. Colbert, (2) Donald L. Brown, and (3) The Witherspoon Group located on (1) Liberty Hill Road, (2) Abner Creek Road, and (3) Freeman Farm Road as described on the attached map as Spartanburg County Parcel Numbers (1) 5-28-00-029.00, (2) 5-29-00-035.00, and (3) 5-28-00-034.02 are hereby annexed into the corporate city limits of the City of Greer.

2. ZONING ASSIGNMENT: The above referenced properties shall be zoned I-1 (Industrial 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 Employment Center and Regional Center on the Land Use Map contained within the 2010 Comprehensive Plan for the City of Greer.

4. FLOOD INSURANCE RATE MAP: This ordinance shall adopt The Flood Map attached.

5. DISTRICT ASSIGNMENT: The above referenced properties shall be assigned to City Council District #3.

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: May 14, 2019

Second and

Final Reading: July 9, 2019

APPROVED AS TO FORM:

John B. Duggan, Esquire
City Attorney

ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, May 20, 2019

DOCKET: AN 2019-08

APPLICANT: Becknell Industrial, LLC

PROPERTY LOCATION: Freeman Farm Rd, Liberty Hill Rd and Abner Creek Rd

TAX MAP NUMBER: 5-28-00-029.00, 5-28-00-034.02, 5-28-00-035.00

EXISTING ZONING: Unzoned (Spartanburg County)

REQUEST: Annex and zone I-1 Industrial

SIZE: 100.54 acres

COMPREHENSIVE PLAN: Regional Center adjacent to an Employment Center

ANALYSIS: AN 2019-08

AN 2019-08 is an annexation and zoning request for three parcels located on Freeman Farm Rd, Liberty Hill Rd, and Abner Creek Rd. The request is to zone the parcels from unzoned (Spartanburg County), to I-1, Industrial, for an industrial complex.

Surrounding land uses and zoning include:

North: Unzoned (Spartanburg County) - Vacant Land and I-85
East: Unzoned (Spartanburg County) – Residential Use
South: R-S, Residential Suburban (City of Greer) – Vacant and Unzoned (Spartanburg County) – Residential Use
West: S-1, Services (City of Greer) and Unzoned (Spartanburg County) – Residential Use

The land use map in the Comprehensive Plan defines the area adjacent to this property as a Regional Center adjacent to an Employment Center. These centers also can vary in size, but are fairly accessible to the service area population on a weekly or biweekly basis. Regional centers can contain grocery stores, big box stores, specialty retail, as well as medium to large employment centers. These land uses are equivalent to the medium and higher density residential zoning districts, the C-2, C-3, O-D, S-1, and I-1 zoning districts. The land use balance is about a 30% residential and 70% non-residential mix. The regional center is a minimum five-mile driving distance for its service area population. While Employment Centers serves as employment in the community. The types of employment centers can range from retail uses to manufacturing uses. The intent of these centers is to provide employment opportunities for city residents as well as for people who may commute to these locations for work. Employment centers can also range in scale from single use buildings to large mixed-use buildings to multiple-building complexes possibly containing office, commercial, service, warehousing and industrial uses. In addition to providing employment and shopping opportunities, employment centers can also include living possibilities as well. Supportive uses such as recreational, educational, and other public uses can be found in employment centers as well. Therefore most of the city's zoning district allowed land uses are permitted. Design standards may come into play when typical incompatible land uses are in close proximity to one another. The land use balance is about 10% residential and 90% non-residential. In accordance with the guidelines set forth in this plan and after a detailed study of the area, Staff can support the proposed zoning request.

STAFF RECOMMENDATION: Approval

ACTION – Mr. Holland made a motion to approve AN 2019-08. Mr. Jones seconded the motion. The motion

carried with a vote of 5 to 0. The motion passed.

EXHIBIT

A-1

NO TITLE SEARCH

GRANTEE'S ADDRESS: James E. Colbert, Jr. and Anita Ann Colbert, Trustees of the Anita M. Colbert Revocable Trust dated March 8, 2017
c/o Anita Ann Colbert; PO Box 1045; Irmo, SC 29063-1045

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

KNOW ALL MEN BY THESE PRESENTS, that **Anita McClimon Colbert aka Anita M. Colbert** (hereinafter "**Grantor**") in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars, and no other consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents, does hereby grant, bargain, sell and release unto **James E. Colbert, Jr., and Anita Ann Colbert, Trustees of the Anita McClimon Colbert Revocable Trust dated March 8, 2017** (hereinafter "**Grantee**"), their successors and assigns forever, all of Grantor's right, title and interest (being an undivided one-quarter interest) in and to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION
(HEREINAFTER "PROPERTY")

This conveyance is made subject to all restrictions, reservations, set back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, that may appear of record on the recorded plats, or on the premises, affecting the Property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the Property belonging and in anywise incident or appertaining.

~~TO HAVE AND TO HOLD~~ all and singular the Property unto the Grantee, the Grantee's successors and assigns, forever.

AND THE GRANTOR does hereby bind the Grantor and Grantor's heirs, assigns, successors, executors, personal representatives and/or administrators to warrant and forever defend all and singular the Property unto the Grantee and the Grantee's heirs, successors and assigns, and against no other person lawfully claiming or purporting to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has set her hand and seal by and through her appointed co-attorney's in fact as of this 3rd day of November 2017.

DEE-2017-54323



DEE BK 117-T PG 555-559

EXEMPT

Recorded 5 Pages on 11/20/2017 11:08:17 AM

Recording Fee: \$10.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

EXHIBIT

A-1

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Tom O. McElroy
M. P. Selt

Tom O. McElroy
M. P. Selt

State of South Carolina)

County of Greenville)

Anita McClimon Colbert
by *James E. Colbert, Jr.* (SEAL)

Anita McClimon Colbert, Grantor
by James E. Colbert, Jr., her co-attorney-in-fact
under Durable Power of Attorney recorded
in Book ^{105-D} 2014, Page ⁴⁷⁵ 724, Office of Register
of Deeds for Spartanburg County, SC.

Anita McClimon Colbert
by *A. Ann Colbert* (SEAL)

Anita McClimon Colbert, Grantor
by A. Ann Colbert, her co-attorney-in-fact
under Durable Power of Attorney recorded
in Book ^{105-D} 2014, Page ⁴⁷⁵ 724, Office of Register
of Deeds for Spartanburg County, SC.

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before the undersigned Notary Public for the State of South Carolina, this 3rd day of November, 2017, by James E. Colbert, Jr., and A. Ann Colbert, as co-attorneys-in-fact for Anita McClimon Colbert under Durable Power of Attorney recorded on January 10, 2014 in Book ^{105-D} 2014, Page ⁴⁷⁵ 724, Office of Register of Deeds for Spartanburg County, SC.

M. P. Selt (SEAL)
Signature of Notary *MARION P. SIEFFERT*
My commission expires 12-22-20

EXHIBIT A – LEGAL DESCRIPTION**Tract #1 (Abner Creek Road)**

All that certain piece, parcel or tract of land situate, lying and being in Reidville Township, State of South Carolina, County of Spartanburg, on the northwest side of the Pelham-Lyman Road and surrounding Fulton Church containing twenty-three and 48/100th (23.48) acres and designated as Tract No. 8 on plat of the Newton-Smith Estate prepared by H.S. Brockman, Surveyor, dated December 12, 1940 and having the following courses and distances:

BEGINNING at iron pin in said road, joint corner of Tracts 1,2,7 and 8 and running thence along with said road N53 East 200 feet to iron pin, cornering with Lot of Fulton Church; thence with said Church Lot, N38-28 West 282 feet to pin; thence with the rear line of the said Church Lot, N58-05 East 583 feet to pin on the Lamar line; thence with that line, N5-15 East 985 feet to stone, cornering with land of Mrs. Mont. Westmoreland; thence with her line, N85-48 West 725 feet to pin, cornering with Tract No. 7; thence as a dividing line between Nos. 7 and 8, -South 8-00 West 1258 feet to pin; thence South 37-00 East 600 feet to the beginning corner; bounded east by the Lamar lands; north by Mrs. Mont. Westmoreland; west and southwest by Tract No. 7 and southeast by the said Pelham-Lyman Road, separating it from Tract No. 1 and also by the said Church Lot.

DERIVATION: This is the same property conveyed by deed from W.W. DeShields to N.G. McClimon and Essie McClimon dated February 14, 1942 and recorded March 31, 1942 in Volume 10-H, Page 417.

Grantor obtained a one-fourth (1/4) interest from her parents (See Estate of Essie McClimon in Spartanburg County Probate Court Case Number 1985ES4200470; and Estate of N. Glenn McClimon, Sr., Spartanburg County Probate Court Case Number 94ES4200903), as evidenced by Deed of Distribution dated June 9, 1994, from the Estate of N. Glenn McClimon, Sr., Spartanburg County Probate Court Case Number 94ES4200903, said Deed of Distribution recorded in Deed Book 67A, Page 730, Register of Deeds Office for Spartanburg County, SC.

Spartanburg County Tax Map No: 9-06-00-010.00

EXHIBIT

A-1

Tract #2 (Liberty Hill Road)

All that certain piece, parcel or tract of land situate, lying and being in Reidville Townsnip, State of South Carolina, County of Spartanburg, on both sides of the road from Greer to Liberty Hill Church Road, and designated as Tract No. 5 on plat of the B.A. and Missouri McClimon Estates, prepared by H.S. Surveyor, dated November 27, 1941 and having the following courses and distances:

BEGINNING at iron pin on the Y.L. Vaughn line, corner Lot No. 4 and running thence E 80 32 West 6.6 feet to iron pin, cornering the Tract No. 6 on the Vaughn line; thence S 29-40 West 543 feet to iron pin on edge of road from Greer to Liberty Hill Church; thence S 64-45 West (crossing branch) 1,073 feet to iron pin on the Graham and Marvin McClimon line; thence with their line, South 500 West 397 feet to iron pin; cornering with Tract No. 3; thence with the line of Tract No. 3 (again crossing branch) South 86-30 E 928 feet to iron pin in said road; cornering with Mrs. J.F. Compton; thence with her line, South 86-42, 709.5 feet to iron pin; cornering with Tract No. 4; thence with line of Tract No. 4 North 1-26 W 375 feet to iron pin; thence N 8-05 W 244.3 feet to iron pin on a road; thence N 22-13 E 775 feet to the beginning corner, and containing 35 and 43/100th (35.43) acres, said tract is a part of the lands owned by B.A. McClimon at the time of his death.

DERIVATION: This is the same property conveyed by deed from N.G. McClimon and C.W. McClimon, Executors of the Will of B.A. McClimon to N.G. McClimon and Essie M. McClimon dated December 31, 1941 and recorded January 28, 1942 in Volume 10-F, Page 426.

Grantor obtained a one-fourth (1/4) interest from her parents (See Estate of Essie McClimon in Spartanburg County Probate Court Case Number 1985ES4200470; and Estate of N. Glenn McClimon, Sr., Spartanburg County Probate Court Case Number 94ES4200903), as evidenced by Deed of Distribution dated June 9, 1994, from the Estate of N. Glenn McClimon, Sr., Spartanburg County Probate Court Case Number 94ES4200903, said Deed of Distribution recorded in Deed Book 67A, Page 730, Register of Deeds Office for Spartanburg County, SC.

Spartanburg County Tax Map No:5-28-00-029.00

CHANCE' 20 5003

31 MICHOL MSA

1994 MICHOL MSA

EXHIBIT

A-1

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) AFFIDAVIT FOR TAXABLE OR
EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.

2. The properties transferred are located on Abner Creek Road and on Liberty Hill Road, Greer, SC 29651, bearing Spartanburg County Tax Map Number 9-06-00-010-.00 and 5-28-00-029.00, respectively, and a one-quarter interest therein was transferred on October ~~Nov~~ 3, 2017 by Anita M. Colbert to James E. Colbert, Jr. and Anita Ann Colbert, Trustees of the Anita McClimon Colbert Revocable Trust dated March 8, 2017.

3. Check one of the following: The deed is

(A) SUBJECT to the deed recording fees as a transfer for consideration paid or to be paid in money or money's worth.

(B) _____ SUBJECT to the deed recording fees as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or a transfer to a trust or as a distribution to a trust beneficiary.

(C) X EXEMPT from the deed recording fee because of Exemption Number 8. (See Information section of affidavit). (If exempt, please skip items 4-7 and go to item 8 of this affidavit)

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

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

Anita Ann Colbert (SEAL)
Anita Ann Colbert

SWORN to before me this 3rd
day of Nov, 2017

Marion P. Sieffert (SEAL)
Signature of Notary MARION P. SIEFFERT
My Commission expires 12-22-20

EXHIBIT

A-2

DEED 72- TP 351

200 SEP 29 PM 4: 06

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

DOCUMENTARY STAMPS

PROBATE COURT

~~EXEMPT~~

IN THE MATTER OF LYNDA M BROWN

CASE NUMBER 2000ES4201240

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 29TH day of JULY 2000 and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for SPARTANBURG County, South Carolina in File # 2000ES4201240; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and,

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

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

Name: Donald L Brown
Address: 170 Lake Lyman Hgts.
Lyman, SC 29365

the following described property:

SEE ATTACHMENT

RECORDED
00 SEP 29 PM 4: 09
RMC
SPARTANBURG, S.C

EXHIBIT

A-2

DEED 72 - TPG 352

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 Donald L Brown
their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed, this 28 day of September, 2000

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Estate of: Lynda M Brown

by Signature: Donald L Brown

Donald L Brown

Witness: Rehena B. L.

Witness: Rhonda R. Turner

STATE OF SOUTH CAROLINA
COUNTY OF

PROBATE

THE ABOVE SIGNED WITNESS

PERSONALLY appeared before me _____

_____ and made oath that he/she saw the within named

Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with _____

THE OTHER ABOVE SIGNED WITNESS

_____ witnessed the execution thereof.

SWORN to before me this 28th day of September, 2000

Witness Signature: Rehena B. L.

Rhonda R. Turner

Notary Public for South Carolina

My Commission Expires: 2-12-2001

EXHIBIT

A-2

ALL that piece, parcel or lot of land situate, lying and being on Block Book Page ~~5-28-00-027.00~~, being on Road 63, Lot 4 of BA Missouri McClimon Estate, Plat of which is recorded in the RMC Office for Spartanburg County, South Carolina, in Plat Book 40-108, and adjoining tracts consisting of 30.65 acres deeded to John D. McClimon in November 1942

ALSO ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown on Block Book Page 5-28-00-027.00 consisting of 35.92 acres conveyed to John D. McClimon in November 1942, being on the south side of I-85 East of Road 12, Lot 2 and part of Lots 1 and 3 of BA Missouri McClimon Estate, Plat Book 40-108.

Less, however, all that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Spartanburg, at the intersection of Liberty Hill Road and Abner Creek Road, and shown as 5.39 acres on a Plat entitled "Boundary Survey for Melinda A. Lamb" dated June 25, 1996, which Plat is recorded in the RMC Office for Spartanburg County, South Carolina, in Plat Book 135, Page 647, reference to which Plat is made for a metes and bounds description thereof

Also, less, however, all that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, being known and designated as 10.84 acres on a Survey for Paulus J. Scheele and Tina H. Scheele, by Plat of Chapman Surveying Co., Inc., dated July 2, 1997.

This being the same property conveyed to the Grantor and Grantee herein by Deed of Melinda A. Lamb, as Attorney-in-Fact for Anna Ruth McClimon, which Deed is dated April 6, 1998, and recorded in the RMC Office for Spartanburg County in Deed Book _____, Page _____.

This conveyance is made subject to any and all easements, zoning ordinances, rights-of-way and restrictions of record or may be seen by an inspection of the ground

ALSO: 5-05-03-063.00

All that certain piece, parcel or lot of land, with the improvements thereon, in Spartanburg County, South Carolina, Beech Springs Township, and being designated as lot number NINE (9) on plat made for Lee Boykin, by Jones Engineering Services, dated Oct. 28, 1975 and recorded in plat book 79 page 561, R. M. C. Office for Spartanburg County, located on Lyman Lake and having the following metes and bounds, to wit:

Beginning at the joint front corner of lots 9 and 10 on Lyman Lake Court, said point being 796.6 feet from a county road; thence proceeding along the common line of lots 9 and 10, N. 61-01 E., 382.9 feet to a point on lake front; thence along the water line of said lake, S. 31-17 E., 45 feet to a point; thence continuing along water line S. 31-17 E., 24 feet to the joint corner of lots 8 and 9; thence S. 60-55 W., 411.6 feet to a point on Lake Lyman Court; thence along the eastern side of Lake Lyman Court N. 7-25 W., 75 feet to the beginning corner.

Property conveyed subject to restrictions recorded in deed book 43-G page 55 and all other restrictions, easements and right of ways of record affecting property.

This is the same conveyed to the within grantor by L. K. V. Enterprises, Inc., by deed recorded May 12, 1977 in deed book 44P page 909, R. M. C. Office for Spartanburg County.

ALSO: 4-32-06-024.00

ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being near Mills Mill No. 2 in the Town of Woodruff, Spartanburg County, State of South Carolina, known as No. 6 Green Street, and being more particularly described as Lot No. 29, Plat No. 1 of a series of four plats entitled Mills Mill No. 2 made by Gooch & Taylor, Surveyors, Plat No. 1 being dated April 1, 1955, Plat No. 2 being dated April 6, 1955, Plat No. 3 being dated April 4, 1955, and Plat No. 4 being dated April 8, 1955, said plat being recorded in Plat Book No. 32 at pages 310, 311, 312 and 313, respectively in the RMC Office for Spartanburg County, S.C. Reference being made to said plats for a more complete description.

This being the same property as conveyed to Mortgagors by deed of Charles Broadus Hembree and Jacqueline H. Turner dated September 28, 1998 and recorded herewith in the RMC Office for Spartanburg County in Deed Book 68-Q at page 961.

DEED 72 - T PG 353

DEED 89 Q PG 282

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

KNOW ALL MEN BY THESE PRESENTS, that, **Paul Hardin Vaughn**, in consideration of One Million Eight Hundred Thirty Thousand and 00/100 (\$1,830,000.00) Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto **The Witherspoon Group, LLC**, its successors and assigns, forever:

All that certain piece, parcel or lot of land situate, lying and being in Spartanburg County, State of South Carolina, being shown and designated as 33.42 Acres, more or less, as shown on plat prepared by Precision Land Surveying, Inc. dated August 15, 2007 entitled "Boundary Survey for Witherspoon Group, LLC" recorded in the Office of the Register of Deeds for Spartanburg County in Plat Book 1102 at Page 159. Reference to which plat is hereby made for a complete metes and bounds description of the property.

TMS# P/O 5-28-00-034.00

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

This being a portion of the same property conveyed to Y.L. Vaughn aka Yourt L. Vaughn by deed of J.O. Vaughn and Helen V. DeShields dated July 25, 1941 and recorded July 25, 1941 in Deed Book 40-B at page 358. Yourt L. Vaughn died testate 3/14/1965 devising all interest in said property to Paul Hardin Vaughn by Last Will and Testament filed for record in Spartanburg County Probate under File No. 22801.

Grantee's Address: 26 Churchill Downs
Greenville, SC 29615

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, assigns, 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 assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

DEE-2007-50893
Recorded 2 Pages on 9/21/2007 2:17:54 PM
Recording Fee: \$10.00 Documentary Stamps: \$6,771.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



EXHIBIT

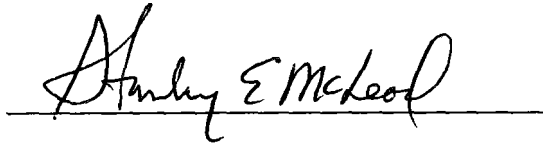
A-3

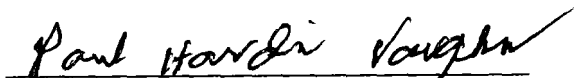
DEE089 Q PG 283

WITNESS the grantor's hand and seal this 19th day of September, 2007.

SIGNED, SEALED AND DELIVERED

in the presence of:




Paul Hardin Vaughn



State of South Carolina

)

)

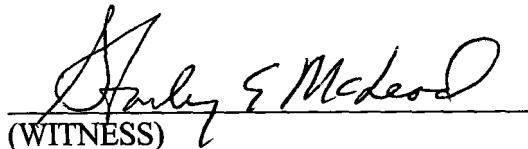
County of Greenville


)

PROBATE

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

SWORN to before me this
19th day of September, 2007.


(WITNESS)

 (SEAL)
NOTARY PUBLIC for South Carolina
My Commission Expires:

SC REGISTRATION NO.: 1939

B-2

N/F
MELANIE CATHCART
P.B. 85/470
D.B. 117T/555
5-28-00-029.00

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,6,7a,,7b,8,9,11a,11b,13 & 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 5 DECEMBER 2018.

JAMES D. LANGFORD, JR.
REG. NUMBER 19396

N/F
THE WITHERSPOON GROUP LLC
P.B. 162/159
D.B. 89Q/282
5-28-00-034.02

LANGFORD
LAND SURVEYING, LLC
PO BOX 697
108 RIDGE ROAD
LANDRUM, SC 29356
OFF. 864-316-5782

N/F
MARK HENDRICKS
D.B. 84X/498
5-29-00-034.00

N/F
THOMAS GASTON
D.B. 85L/687
5-29-00-037.00

N/F
THOMAS GASTON
D.B. 79D/658
5-29-00-039.01

N/F
BRANDY BLACKWELL
D.B. 105M/933
5-29-00-051.03

N/F
 ARVIL WILLIAMS III
 D.B. 105M/929
 5-29-00-051.02

N/F
ROBERT BROWN
D.B. 51Q/27
5-29-00-041.00

N/F
DAVID YOUNG
P.B. 103/153
D.B. 94B/949
5-29-00-041.01

N/F
THOMAS GASTON
D.B. 85L/687
5-29-00-042.00


ABNER CREEK ROAD
(PUBLIC STATE ROAD S42-63)
66' R/W
(EXCEPTION 3H)

LINE	BEARING	DISTANCE
L1	S 80°16'43" E	115.16'

BEGINNING at an old nail found in Abner Creek Road (SAC 6) and having the same plane coordinates of N 109338.86 ± 164993.35 and being the POINT of BEGINNING; thence with said "rebar found" S 84°39'35" W for a distance of 536.12 to a 1/2" rebar found at the common corner with Thomas Gagnon; thence with said "rebar found" S 84°39'35" W for a distance of 102.01 to a 1/2" rebar found; thence continuing with Melanie Cathart N 08°09'50" W for a distance of 244.21 to a 1/2" rebar set; thence continuing with Melanie Cathart N 22°08'55" W for a distance of 174.72 to a 1/2" rebar found at the common corner with The Witherspoon Group LLC; thence with The Witherspoon Group LLC S 81°08'10" W for a distance of 295.67 to an ALE 1/2" rebar found; thence continuing with said "rebar found" S 81°08'10" W for a distance of 115.16 to a 1/2" pipe found; thence continuing with Mark Hendricks S 5°45'57" W for a distance of 235.87 to a 1/2" pipe found; thence continuing with Mark Hendricks S 84°47'07" W for a distance of 311.84 to a 1/2" pipe found; thence continuing with Mark Hendricks N 04°27'18" W for a distance of 281.40 to a 1/2" rebar found; thence continuing with said "rebar found" S 84°47'07" W for a distance of 111.15 to a 1/2" pipe found; thence continuing with said "rebar found" S 84°47'07" W for a distance of 59.98 to a 1/2" rebar found at Old Jones Road at the common corner with Brandy Blackwell; thence with Brandy Blackwell S 29°29'50" W for a distance of 200.26 to a 1/2" rebar found at Old Jones Road at the common corner with Arvil Williams; thence with Arvil Williams S 84°47'07" W for a distance of 113.75 to a 1/2" rebar found; thence continuing with Arvil Williams S 11°45'50" W for a distance of 117.03 to a 1/2" rebar found at the common corner with Robert Brown; thence with Robert Brown S 70°25'41" W for a distance of 403.52 to a 1/2" rebar found; thence with Robert Brown N 07°04'28" W for a distance of 548.47 to a 1/2" pipe found at the common corner with David Young and Thomas Hendricks; thence continuing with said "rebar found" S 84°47'07" W for a distance of 314.42 to a nail in Abner Creek Road and being the POINT of BEGINNING and containing 31.42 Acres.

(k) Right of Way Easement from John McClimon to Duke Power Company, dated March 4, 1963, filed for record March 14, 1963 at 11:10 a.m., recorded in Book 28-Y, Page 429, aforesaid Records. AFFECTS PROPERTY, SHOWN ON PLAT

SCALE: 1" = 100'



SC REGISTRATION NO.: 1939

1/2" N/P/C/F/L/T/E/U/FI

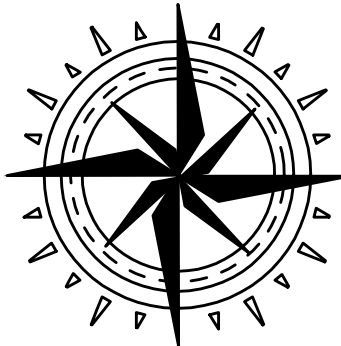
EXHIBIT

B-3

LEGAL DESCRIPTION

All that certain piece, parcel or lot of land lying and being in the State of South Carolina, County of Spartanburg, shown on a plat entitled ALTA/NSPS LAND TITLE SURVEY FOR: BECKNELL INDUSTRIAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, dated 5 DECEMBER, 2018, prepared by Langford Land Surveying, LLC, and having the following metes and bounds to-wit:

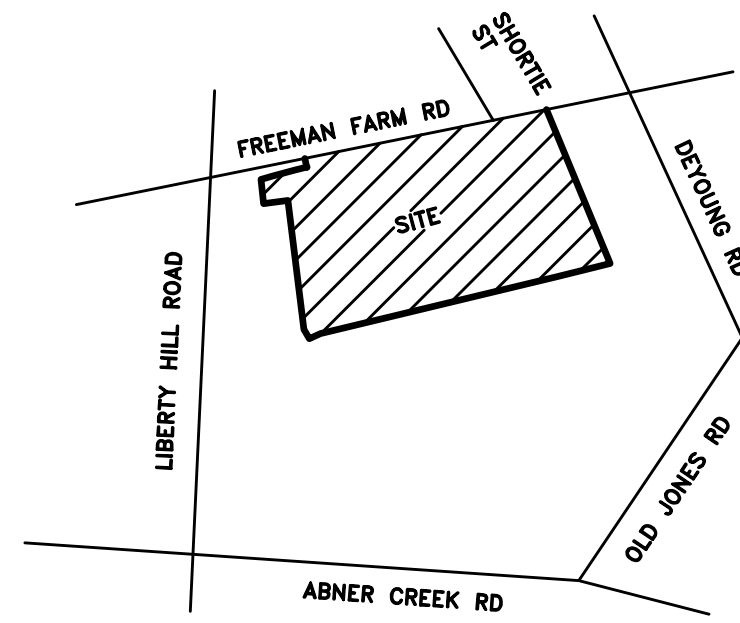
BEGINNING at a 1/2" rebar found on the right of way of Freeman Farm Road at the common corner with Mark Hendricks and having the state plane coordinates of N 1111672.57 E 1644517.88 and being the POINT OF BEGINNING; thence with Mark Hendricks S 49°31'23" E for a distance of 53.25' to an 1" pipe found at the common corner with Mark Hendricks; thence with Mark Hendricks S 00°19'56" W for a distance of 924.18' to an Axle found at the common corner with Donald Brown; thence with Donald Brown N 81°08'10" W for a distance of 293.67' to a 1/2" rebar found at the common corner with Melanie Cathcart; thence with Melanie Cathcart N 80°40'41" W for a distance of 1312.08' to a nail in Liberty Hill Road at the common corner with James Bennett; thence continuing with James Bennett S 89°13'42" W for a distance of 66.02' to a 1/2" rebar found; thence continuing with James Bennett N 07°48'25" W for a distance of 57.78' to a 1/2" rebar found; thence continuing with James Bennett N 15°42'11" E for a distance of 699.52' to a Stone found at the common corner with Melanie Cathcart; thence with Melanie Cathcart N 74°18'07" W for a distance of 131.83' to a 1" pipe found at the common corner with Freida Gray; thence with Freida Gray N 16°37'53" E for a distance of 129.03' to a 1/2" rebar found on the right of way of Freeman Farm Road; thence with said right of way along a curve having a radius of 4880.50', a length of 256.55', a chord bearing of S 82°11'07" E and a chord distance of 256.52' to a Concrete Monument; thence continuing with said right of way N 09°32'19" E for a distance of 75.14' to a Concrete Monument; thence continuing with said right of way along a curve having a radius of 3217.41', a length of 213.81', a chord bearing of S 77°21'49" E, and a chord distance of 213.77' to a Concrete Monument found; thence continuing with said right of way S 74°59'55" E for a distance of 648.77' to a Concrete Monument found; thence continuing with said right of way along a curve having a radius of 919.12', a length of 426.45', a chord bearing of S 88°17'08" E and a chord distance of 422.63' to a 1/2" rebar found and being the POINT OF BEGINNING and containing 33.42 Acres.



LANGFORD
LAND SURVEYING, LLC
PO BOX 697
108 RIDGE ROAD
LANDRUM, SC 29356
OFF. 864-316-5782

NOTES:

- BEARING ARE BASED ON SOUTH CAROLINA GRID AND DISTANCES ARE HORIZONTAL UNLESS OTHERWISE SHOWN OR NOTED. COORDINATES ARE ON SOUTH CAROLINA GRID (NAD 83) AND THE VERTICAL DATUM IS (NAD 83) BASED ON SOUTH CAROLINA VRS SYSTEM.
- ALL IRON PINS SET ARE 1/2" REBARS UNLESS NOTED OTHERWISE.
- THE RATIO OF PRECISION OF THE UNBALANCED TRAVERSE MEETS OR EXCEEDS 1 : 10000
- THE FEATURE SYMBOL LOCATIONS ARE TO THE CENTER OF THE SYMBOL AND MAY BE ENLARGED FOR CLARITY.
- THE PROPERTY SHOWN IS UNZONED.
- THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM UTILITY LOCATIONS MARKED ON THE GROUND. B11 WAS CONTACTED (TICKET NUMBER 18120602488) BUT NOT ALL UTILITIES WERE MARKED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ON THIS PLAT COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE UNDERSIGNED DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE EVIDENCE AND INFORMATION AVAILABLE AND PROVIDED.
- THE UNDERSIGNED DOES NOT WARRANT THE EXISTENCE OR NONEXISTENCE OF ANY HAZARDOUS WASTE ON THE SURVEY SITE.
- THE UNDERSIGNED DOES NOT WARRANT THE EXISTENCE OR NONEXISTENCE OF ANY JURISDICTIONAL WETLANDS ON THE SURVEY SITE OTHER THAN THOSE SHOWN. IF ANY, WETLANDS SHOWN ARE SUBJECT TO FINAL APPROVAL BY THE U.S. CORPS. OF ENGINEERS.
- THIS PLAT WAS PREPARED AS A PROFESSIONAL SERVICE FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED WITHIN THE HEREON STATEMENT AND/OR TITLE. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF LANGFORD LAND SURVEYING, LLC, NAMING SAID PERSON, PERSONS OR ENTITY.
- ACREAGE COMPUTED BY DMD METHOD
- THIS SURVEY WAS PREPARED BASED ON A TITLE COMMITMENT BY CHICAGO TITLE INSURANCE COMPANY, A.L.T.A. COMMITMENT Chicago Title Insurance Company
- THE PROPERTY SHOWN IS LOCATED IN ZONE X OF THE FIRM FLOOD INSURANCE RATE MAP (MAP NUMBER 45083C0218D & 45083C0214D).
- THERE ARE NO GAPS OR GORES.



LOCATION MAP
NOT TO SCALE

N/F
FREIDA GRAY
P.B. 92/375
D.B. 50T/151
5-28-00-030.02

N/F
MELANIE CATHCART
P.B. 159/443
D.B. 85F/866
5-28-00-032.02

N/F
JAMES BENNETT
P.B. 92/375
D.B. 70A/242
5-28-00-030.00

N/F
JAMES BENNETT
P.B. 92/375
D.B. 70A/242
5-28-00-030.00

N/F
JAMES BENNETT
P.B. 92/375
D.B. 70A/242
5-28-00-030.00

N/F
MELANIE CATHCART
P.B. 85/470
D.B. 117T/555
5-28-00-029.00

N/F
DONALD BROWN
P.B. 40/108
D.B. 72T/351
5-29-00-035.00

N/F
MARK HENDRICKS
D.B. 84X/498
5-29-00-034.00

33.42 ACRES

PRELIMINARY

TO BECKNELL INDUSTRIAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY;
BECKNELL INDUSTRIAL OPERATING PARTNERSHIP, L.P.;
UBS REALTY INVESTORS, LLC;
CHICAGO TITLE INSURANCE COMPANY;
& THE WITHERSPOON GROUP, LLC;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,6,7a,7b,8,9,11a,11b,13 & 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 5 DECEMBER 2018.

DATE OF PLAT

JAMES D. LANGFORD, JR.
REG. NUMBER 19396

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	256.55'	4880.50'	3°00'42"	S 82°11'07" E	256.52'
C2	213.81'	3217.41'	3°48'27"	S 77°21'49" E	213.77'
C3	426.45'	919.12'	2°35'02"	S 88°17'08" E	422.63'

LINE	BEARING	DISTANCE
L1	S 80°16'43" E	115.18'
L2	S 89°13'42" W	66.02'
L3	N 07°48'25" W	57.78'
L4	N 74°18'07" W	131.83'
L5	N 16°37'53" E	129.03'
L6	S 83°43'53" E	27.54'
L7	N 09°32'19" E	75.14'
L8	S 49°31'23" E	53.25'

ALTA/NSPS LAND TITLE SURVEY FOR:
BECKNELL INDUSTRIAL, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

LOCATION: GREER, SC

SPARTANBURG COUNTY, SC

TAX MAP NO.: 5-28-00-034.02

DATE: 5 DEC 2018 JOB NO.: 330918

SCALE: 1" = 100'

0 50 100 200 300

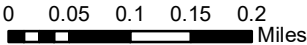
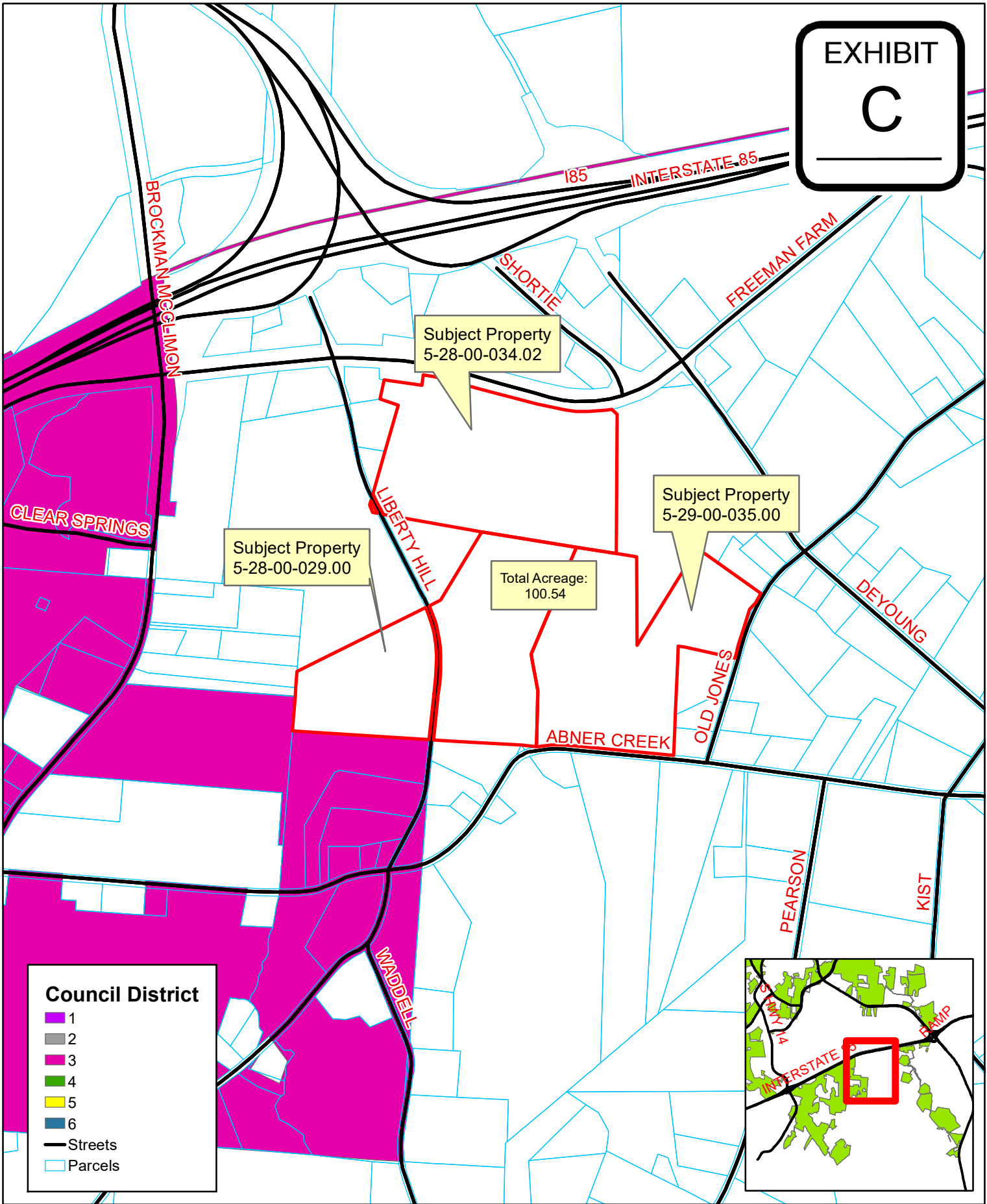
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.



SC REGISTRATION NO.: 19396

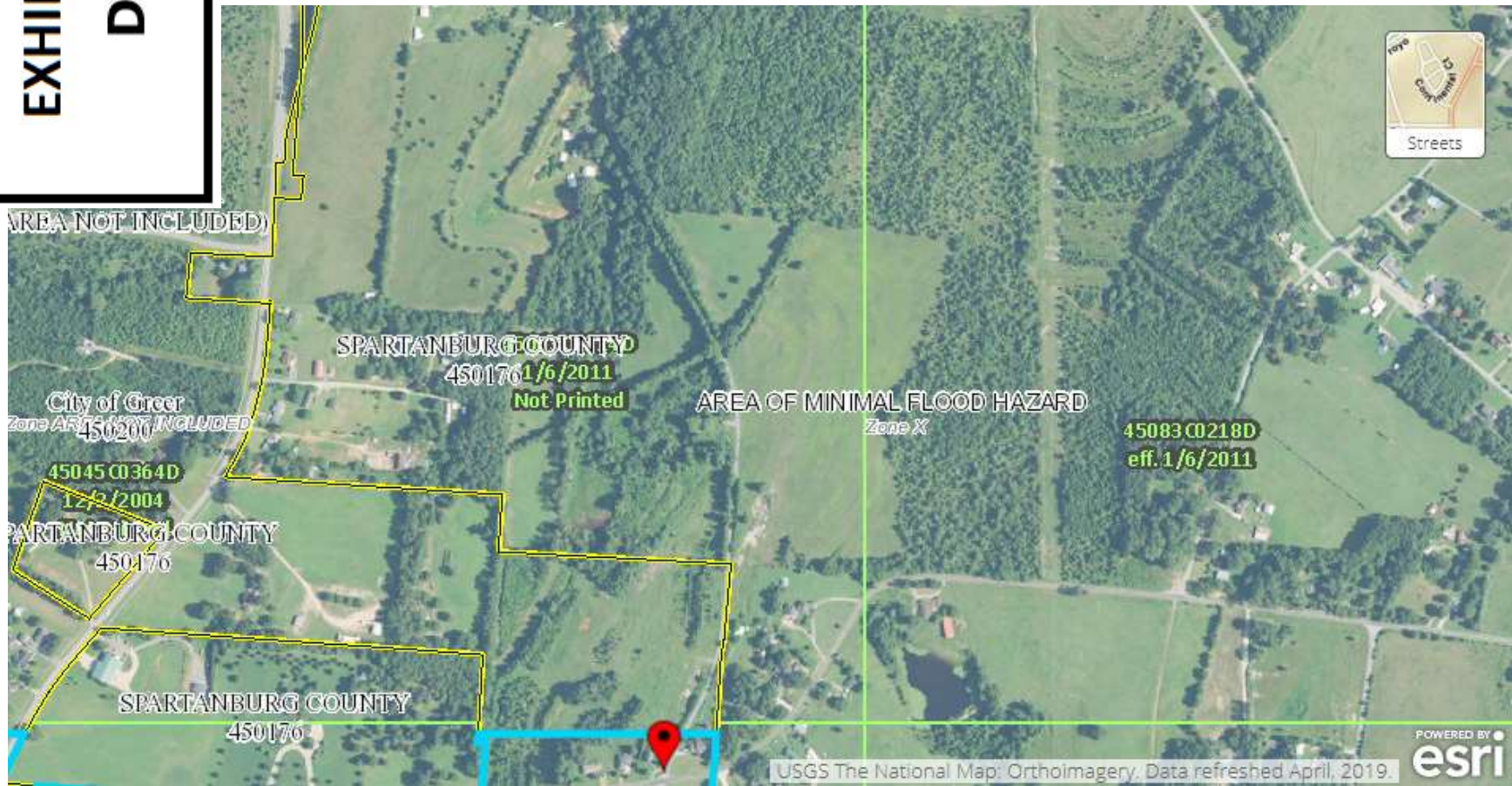
EXHIBIT

C



EXHIBIT

D



1



Parcel #6
Contiguous Parcel
Liberty Hill Rd.

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 Unassigned address/ Liberty Hill Rd more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 5-28-00-029.00 attached hereto marked as Exhibit C containing approximately 35.70 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, such annexation to be expressly contingent upon the closing of the sale of the said property (cont. below)*

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 12th day of April, 2019 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.

N. GLENN MCCLIMON, JR. REVOCABLE
Print Name: TRUST DATED SEPTEMBER 23, 2016
Signature: _____
Address: _____
Witness: _____
Date: _____
Parcel Address: Not assigned Liberty Hill Rd
Tax Map Number: 5-28-00-029.00

ANITA M. COLBERT REVOCABLE
Print Name: TRUST DATED MARCH 8, 2017
Signature: Anita Ann Colbert
P.O. Box 1045
Address: Irmo, SC 29063-1045
Witness: B-R
Date: 4-17-19
Parcel Address: Not assigned Liberty Hill Rd
Tax Map Number: 5-28-00-029.00

OCTOBER 1, 2019

1



Parcel #6
Contiguous Parcel
Liberty Hill Rd.

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 ~~Unassigned address~~ Liberty Hill Rd more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 5-28-00-029.00 attached hereto marked as Exhibit C containing approximately ~~85.70~~ 85.70 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, such annexation to be expressly contingent upon the closing of the sale of the said property (cont. below)*

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 12th day of April, 2019 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.

N. GLENN MCCLIMON, JR. REVOCABLE
Print Name: TRUST DATED SEPTEMBER 23, 2016
Signature: _____
Address: _____
Witness: _____
Date: _____
Parcel Address: Not assigned
Tax Map Number: 5-28-00-029.00

ANTIA M. COLBERT REVOCABLE
Print Name: TRUST DATED MARCH 8, 2017
Signature: James E. Colbert (Trustee)
Address: P.O. Box 1045
Irmo, SC, 29063-1045
Witness: Daniel R. Fordrich
Date: 4/17/19
Parcel Address: Not assigned Liberty Hill Rd
Tax Map Number: 5-28-00-029.00



**ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)**

Date 4-12-19

(Fees for this application are based on a sliding scale - See Fee Schedule)

Tax Map Number(s) 5-28-00-029.00

Property Address(s) Not assigned Liberty Hill Rd

Acreage of Properties 38.70 Acres County Spartanburg

Applicant Information

Name Becknell Industrial LLC

Address 2750 East 146th Street, Suite 200
Carmel, IN 46033

Contact Number 217-649-4450

Email pthurston@becknellindustrial.com

Property Owner Information

(If multiple owners, see back of sheet)

Name Anita Ann Colbert

Address P.O. Box 1045
Irmo, SC, 29063-1045

Contact Number 803-543-7166

Email a.colbert.sc@gmail.com

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described? Yes No X

The applicant hereby requests that the property described be zoned *(in the case of Annexation)* or rezoned from Unzoned County to I-1 (Industrial District).

Existing Use: Farms- General Proposed Use: Light Industrial

Signature(s) _____

All zoning classifications, permitted uses and fees are available at www.cityofgreer.org

OFFICE USE ONLY

Date Filed _____

Case No. _____

Meeting Date _____

See Reverse



2

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

Petition For Annexation


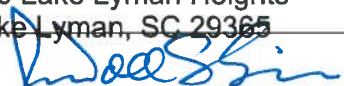
The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at Abner Creek Road

more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 5-29-00-035.00 attached hereto marked as Exhibit C containing approximately 31.42 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.

such annexation to be expressly contingent upon the closing of the sale of the said property (cont. below)*

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 12th day of April, 2019 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: Donald L. Brown
Signature: 
Address: 170 Lake Lyman Heights
Lake Lyman, SC 29365
Witness: 
Date: 4/26/19
Parcel Address: Abner Creek Road
Tax Map Number: 5-29-00-035.00

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



(2)

ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)

Date _____

(Fees for this application are based on a sliding scale - See Fee Schedule)

Tax Map Number(s) 5-29-00-035.00

Property Address(s) Abner Creek Road

Acreage of Properties 31.42 County Spartanburg

Applicant Information

Name Becknell Industrial LLC
Address 2750 East 146th Street, Suite 200
Carmel, IN 46033
Contact Number 217-649-4450
Email pthurston@becknellindustrial.com

Property Owner Information


(If multiple owners, see back of sheet)

Name Donald L. Brown
Address 170 Lake Lyman Heights
Lake Lyman, SC 29365
Contact Number 864-444-3985
Email bigdonbrown@bellsouth.net

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described? Yes ____ No ____

The applicant hereby requests that the property described be zoned *(in the case of Annexation)* or rezoned from Unzoned County to I-1 (Industrial District).

Existing Use: Farms-General Proposed Use: Light Industrial

Signature(s) 
Donald L. Brown

All zoning classifications, permitted uses and fees are available at www.cityofgreer.org

OFFICE USE ONLY

Date Filed _____

Case No. _____

Meeting Date _____

See Reverse



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 Freeman Farm Road more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 5-28-00-034.02 attached hereto marked as Exhibit C containing approximately 33.42 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. such annexation to be expressly contingent upon the closing of the sale of the said property (cont. below)*

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 12th day of April, 2019 before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

Print Name: <u>The Witherspoon Group LLC</u>	Print Name: _____
Signature: <u>[Signature]</u>	Signature: _____
Address: <u>26 Churchill Downs</u>	Address: _____
Address: <u>Greenville, SC 29615</u>	Address: _____
Witness: <u>[Signature]</u>	Witness: _____
Date: <u>4/12/19</u>	Date: _____
Parcel Address: <u>Freeman Farm Road</u>	Parcel Address: _____
Tax Map Number: <u>5-28-00-034.02</u>	Tax Map Number: _____

**ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)**Date 4-12-19**(Fees for this application are based on a sliding scale - See Fee Schedule)**Tax Map Number(s) 5-28-00-034.00⁰²Property Address(s) Freeman Farm RoadAcreage of Properties 33.42 Acres County Spartanburg**Applicant Information**Name Becknell Industrial LLC
Address 2750 East 146th Street, Suite 200
Carmel, IN 46033
Contact Number 217-649-4450
Email pthurston@becknellindustrial.com**Property Owner Information***(If multiple owners, see back of sheet)*Name The Witherspoon Group LLC
Address 26 Churchill Downs
Greenville, SC, 29615
Contact Number _____
Email _____**Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described? Yes _____ No X**The applicant hereby requests that the property described be zoned *(in the case of Annexation)* or rezoned from Unzoned County to I-1 (Industrial District).Existing Use: Farms- General Proposed Use: Light IndustrialSignature(s) The Witherspoon Group, LLC
[Signature]
Lewis B. Gilpin
Manager of
Witherspoon Group, LLC*All zoning classifications, permitted uses and fees are available at www.cityofgreer.org***OFFICE USE ONLY**

Date Filed _____

Case No. _____

Meeting Date _____

See Reverse



AGENDA
GREER CITY COUNCIL
7/9/2019

Second and Final Reading of Ordinance Number 26-2019

Summary:

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT FREEMAN FARMS], 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 26-2019	7/2/2019	Ordinance
▣ Ord 26-2019 Exhibit A Agreement	7/2/2019	Exhibit

ORDINANCE NUMBER 26-2019

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND [PROJECT FREEMAN FARMS], 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, [PROJECT FREEMAN FARMS] (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 Wayne Griffin

First Reading: June 25, 2019

Second Reading / Final Approval: July 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 _____, 2019 (“**Effective Date**”), between **The City of Greer**, a body corporate and politic (“**City**”) of the State of South Carolina (“**State**”), and [**PROJECT FREEMAN FARMS**], a _____ (“**Developer**”). City and Developer are each a “Party,” collectively, “Parties.”

W I T N E S S E T H

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 Freeman Farms” (“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 \$50,000,000 in new, taxable investment in the City on or before December 31, 2026;

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 _____, 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.

“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.

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

“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 FILOT Agreement” shall have the mean the meaning set forth with respect to such term in Section

3.02 of this Agreement.

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

“Developer” has the meaning set forth with respect to such term in the recitals to 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 tenth 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 _____, 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.

“*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.

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 _____ duly organized, validly existing and in good standing, under the laws of the State of _____ 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 (\$125,000 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 Fee in Lieu of Tax Agreement between the County and the Developer ("County FILOT Agreement"), the Developer shall be entitled to an Infrastructure Reimbursement Payment in the amount of the 30% of the Fee Payments received by the City from the County for the Project, such Infrastructure Reimbursement Payments beginning for the first tax year of the Infrastructure Reimbursement Period and running for 9 years thereafter for a total of 10 years.
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, OR (B) AN AMOUNT, WHEN AGGREGATED WITH ALL PRIOR INFRASTRUCTURE REMIBURSEMENT PAYMENTS, IN EXCESS OF 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: [PROJECT FREEMAN FARMS]
[ADDRESS]

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]

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

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

[PROJECT FREEMAN FARMS]

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

[to be provided]

EXHIBIT B

**FORM OF CERTIFICATE AS TO
CUMULATIVE INVESTMENT IN COST OF INFRASTRUCTURE**

STATE OF SOUTH CAROLINA)	CERTIFICATE AS TO CUMULATIVE
)	INVESTMENT IN COST OF
CITY OF GREER)	INFRASTRUCTURE

[PROJECT FREEMAN FARMS] (“Company”) does hereby certify that as of _____, _____, the Company has or has caused at least \$ _____ in the Cost of Infrastructure in the Project, as such terms are defined in the Economic Development Agreement between the City of Greer, South Carolina and the Company dated as of _____, 2019.

[PROJECT FREEMAN FARMS]

By: _____

Its: _____

EXHIBIT C

FORM OF JOINDER AGREEMENT

Reference is made to that certain ECONOMIC DEVELOPMENT AGREEMENT, dated as of _____, 2019 ("Agreement"), between the **CITY OF GREER, SOUTH CAROLINA** ("City") and [**PROJECT FREEMAN FARMS**] ("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
7/9/2019

First Reading of Ordinance Number 27-2019

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY SPARTANBURG COUNTY AND DUKE POWER COMPANY LOCATED ON VICTOR AVENUE (VICTOR MILL SITE) BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTIES. (Action Required)

Executive Summary:

Ordinance 27-2019 is an annexation and zoning request for three parcels located on Victor Ave. The parcel for annexation consists of 24.39 acres. The property is proposed for DRD, Design Review District, zoning. In the Statement of Intent, the developer is proposing a mixed-use development with commercial located near the intersection of Victor Avenue and 5th Street not to exceed 25,000 sqft. The residential section will be single-family attached (townhomes) not to exceed 250 units with 7 acres of open space for the entire development. The Planning Commission will conduct a public hearing on July 22, 2019 for the zoning of this parcel.

Kelli McCormick, Planning Manager

ATTACHMENTS:

Description	Upload Date	Type
▣ Ord 27-2019 Cover Memo	7/3/2019	Cover Memo
▣ Ordinance Number 27-2019	7/3/2019	Ordinance
▣ Ord 27-2019 Exhibit A Deed	7/3/2019	Exhibit
▣ Ord 27-2019 Exhibit B Plat	7/3/2019	Exhibit
▣ Ord 27-2019 Exhibit C Map	7/3/2019	Exhibit
▣ Ord 27-2019 Exhibit D1 Flood Map	7/3/2019	Exhibit
▣ Ord 27-2019 Exhibit D2 Flood Map	7/3/2019	Exhibit
▣ Ord 27-2019 Exhibit E Concept Plan	7/3/2019	Exhibit
▣ Ord 27-2019 Exhibit F Statement of Intent	7/3/2019	Exhibit
▣ Ord 27-2019 Petitions for Annexation	7/3/2019	Backup Material

Memorandum

To: Mr. Ed Driggers, City Administrator
From: Kelli McCormick, AICP, Planning Manager
Subject: Ordinance #27-2019
Date: July 2, 2019
CC: Tammy Duncan, Clerk to City Council

Ordinance 27-2019 is an annexation and zoning request for three parcels located on Victor Ave. The parcel for annexation consists of 24.39 acres. The property is proposed for DRD, Design Review District, zoning. In the Statement of Intent, the developer is proposing a mixed-use development with commercial located near the intersection of Victor Avenue and 5th Street not to exceed 25,000 sqft. The residential section will be single-family attached (townhomes) not to exceed 250 units with 7 acres of open space for the entire development.

The Planning Commission will conduct a public hearing on July 22, 2019 for the zoning of this parcel.

ORDINANCE NUMBER 27-2019

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY SPARTANBURG COUNTY AND DUKE POWER COMPANY LOCATED ON VICTOR AVENUE (VICTOR MILL SITE) BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTIES.

WHEREAS, Spartanburg County and Duke Power Company are the owners of properties located on Victor Avenue more particularly described on the legal description attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the map attached hereto marked as Spartanburg County Parcel Numbers 9-04-05-003.00, 9-04-05-003.01 and 9-04-06-147.01 containing approximately 24.39 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map Numbers 45045C0362E and 45083C0211D attached hereto marked as Exhibit D1 and D2; and

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

WHEREAS, Spartanburg County and Duke Power Company 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 adjoin 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 24.39 acres +/- properties shown in red on the attached map owned by Spartanburg County and Duke Power Company located on Victor Avenue as described on the attached map as Spartanburg County Parcel Numbers 9-04-05-003.00, 9-04-05-003.01 and 9-04-06-147.01 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 45045C0362E and 45083C0211D.
5. DISTRICT ASSIGNMENT: The above referenced properties shall be assigned to City Council District #1.

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by:

First Reading: July 9, 2019

Second and

Final Reading: August 13, 2019

APPROVED AS TO FORM:

John B. Duggan, Esquire
City Attorney

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)

DEE994B PG 250

Quit Claim TITLE TO REAL ESTATE

KNOW ALL PERSONS BY THESE PRESENTS, THAT the Spartanburg County Forfeited Land Commission, ("GRANTOR") in the State and County aforesaid, for and in consideration of the sum of One DOLLAR (U.S.) (\$ 1.00) to it in hand paid at and before the sealing of these presents by Spartanburg County (GRANTEE"), in the State aforesaid for which the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said GRANTEE, his Heirs and Assigns, forever in fee simple, the following described real property, to wit:

See Exhibit A

Spartanburg County Tax Block Map Number: 9 04-05 003.00 and 9 04-05 003.01

Grantee's Address: County Of Spartanburg, Attn: County Administrator, Glenn Breed, 366 North Church Street, Spartanburg South Carolina, 29303

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said GRANTEE his Heirs and Assigns, forever in fee simple.

AND, the GRANTOR does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said GRANTEE, his Heirs and Assigns, against its Successors and Assigns, and all persons whomsoever now and hereafter lawfully claiming, or to claim the same or any part thereof.

WITNESS Grantor's hand and Seal this 24h day of June, 2009.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:

WITNESSES:

GRANTOR:

Sherry C. Arnold
 Signature of Witness
 Typed Name:
Swan D. Bagwell
 Signature 2nd Witness and/or Notary Public
 Typed Name:

FORFEITED LAND COMMISSION
 BY *Sharon H. West* AS Chairman, FLC
 Signature of Grantor
 Typed Name: Sharon H. West
 Chairman of Forfeited Land Commission
 County of Spartanburg South Carolina

DEE-2009-26626
 Recorded 4 Pages on 6/25/2009 4:14:09 PM
 Recording Fee: \$10.00 Documentary Stamps: \$0.00
 Office of Register of Deeds, Spartanburg, S.C.
 Stephen Ford, Register



STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, the undersigned Notary Public do certify that Sharon H. West, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 24th day of June, 2009.

Susan D. Bagwell

Notary Public for South Carolina

My Commission Expires: 4-30-2012

EXHIBIT A

948 PG 252

Tax Block Map Number 9 04-05 003.00

All that certain piece, parcel or tract of land, containing 21.147 acres, more or less, situate, lying and being on the northern side of Hardin Street, on the northeastern side of Woodruff Road, on the southwestern side of Victor Avenue, and on the western side of 26th Street in the County of Spartanburg, State of South Carolina, as shown on a plat entitled "J. P. Stevens & Co., Inc., Victor Plant" (Drawing No. 102), dated February, 1987, prepared by Dalton & Neves Co., Inc., Engineers and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Hardin Street and 26th Street at the southeastern most corner of the premises herein described, and running thence with the northern edge of the right of way for Hardin Street, the following courses and distances; N. 60-53 W. 276.7 feet to an iron pin, thence N. 57-29 W. 137.93 feet to an iron pin, thence N. 49-25 W. 561.6 feet to an iron pin; thence N. 59-14 W. 44.4 feet to an iron pin, and thence N. 78-06 W. 61.28 feet to an iron pin at the intersection of Hardin Street and Woodruff Road; thence with the northeastern edge of the right of way for Woodruff Road, the following courses and distances: N. 30-05 W. 393.85 feet to an iron pin, thence N. 41-48 W. 83.56 feet to an iron pin, thence N. 55-10 W. 165.74 feet to an iron pin; thence N. 42-13 W 75.62 feet to an iron pin, thence N. 15-51 W. 75.75 feet to an iron pin, thence N. 1-24 W. 193.69 feet to an iron pin, and thence N. 1-23 W. 287.16 feet to an iron pin at the intersection of Woodruff Road and Victor Avenue; thence with the southwestern edge of the right of way for Victor Avenue, the following courses and distances; S. 51-37 E. 183.62 feet to an iron pin, thence S. 51-34 E. 200.41 feet to an iron pin, thence S. 52-50 E. 45.6 feet to an iron pin, thence S. 55-28 E. 344.91 feet to an iron pin, and thence S. 52-35 E. 930.27 feet to an iron pin at the intersection of Victor Avenue and 26th Street; thence with the western edge of the right of way for 26th Street, S. 0-27 W. 690.33 feet to the point of beginning.

This being the same property conveyed to the Grantor herein by Stephen B. Ford, Interim Delinquent Tax Collector by tax deed dated June 25, 2009, and recorded in the Office of the Register of Deeds for Spartanburg County that same date. This is also the same property conveyed to Graham-Forrester Partnership, a South Carolina General Partnership by Graham, Inc. by deed dated September 6, 1996, and recorded September 9, 1996, in Deed Book 64-T, Page 212, in the Office of the Register of Deeds for Spartanburg County.

Tax Block Map Number 9 04-05 003.01

ALSO: All that certain piece, parcel or tract of land containing 3.272 acres, more or less, situate, lying and being on the northern side of Victor Avenue, on the eastern side of 5th Street, on the southern side of Wilson Street and on the western side of 7th Street, in the County of Spartanburg, State of South Carolina, being shown and designated as "Parking Lot" on a plat entitled "J. P. Stevens & Co., Inc., Victor Plant" (Drawing No. 101), dated February, 1987, prepared by Dalton & Neves Co., Inc., Engineers, recorded in the Register of Deeds Office for Spartanburg County in Plat Book 103 at Page 917 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This being the same property conveyed to the Grantor herein by Stephen B. Ford, Interim Delinquent Tax Collector by tax deed dated June 25, 2009, and recorded in the Office of the Register of Deeds for Spartanburg County that same date. This is also the same property conveyed to Graham-Forrester Partnership, a South Carolina General Partnership by Graham, Inc. by deed dated September 6, 1996, and recorded September 9, 1996, in Deed Book 64-T, Page 212, in the Office of the Register of Deeds for Spartanburg County.

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AFFIDAVIT FOR EXEMPT TRANSFERS

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

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at _____
bearing Spartanburg County Tax Map Number 9-04-05 003.00 \$9.0405 003.01
was transferred by Spartanburg County FL
to Spartanburg County
on 25th day of June

3. The deed is exempt from the deed recording fee because (See Information section of affidavit):
FORFEITED LAND Commission TO County

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

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

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

[Signature]
Responsible Person Connected with the Transaction

Stephen Ford
Print or Type Name Here

SWORN to before me this 25th day of June 2009

Nancy B Ward
SIGNATURE OF NOTARY
Notary Public for South Carolina

My Commission Expires: 5/21/14

300'

ANNEXATION PL
FOR
HILL DEVELOPME

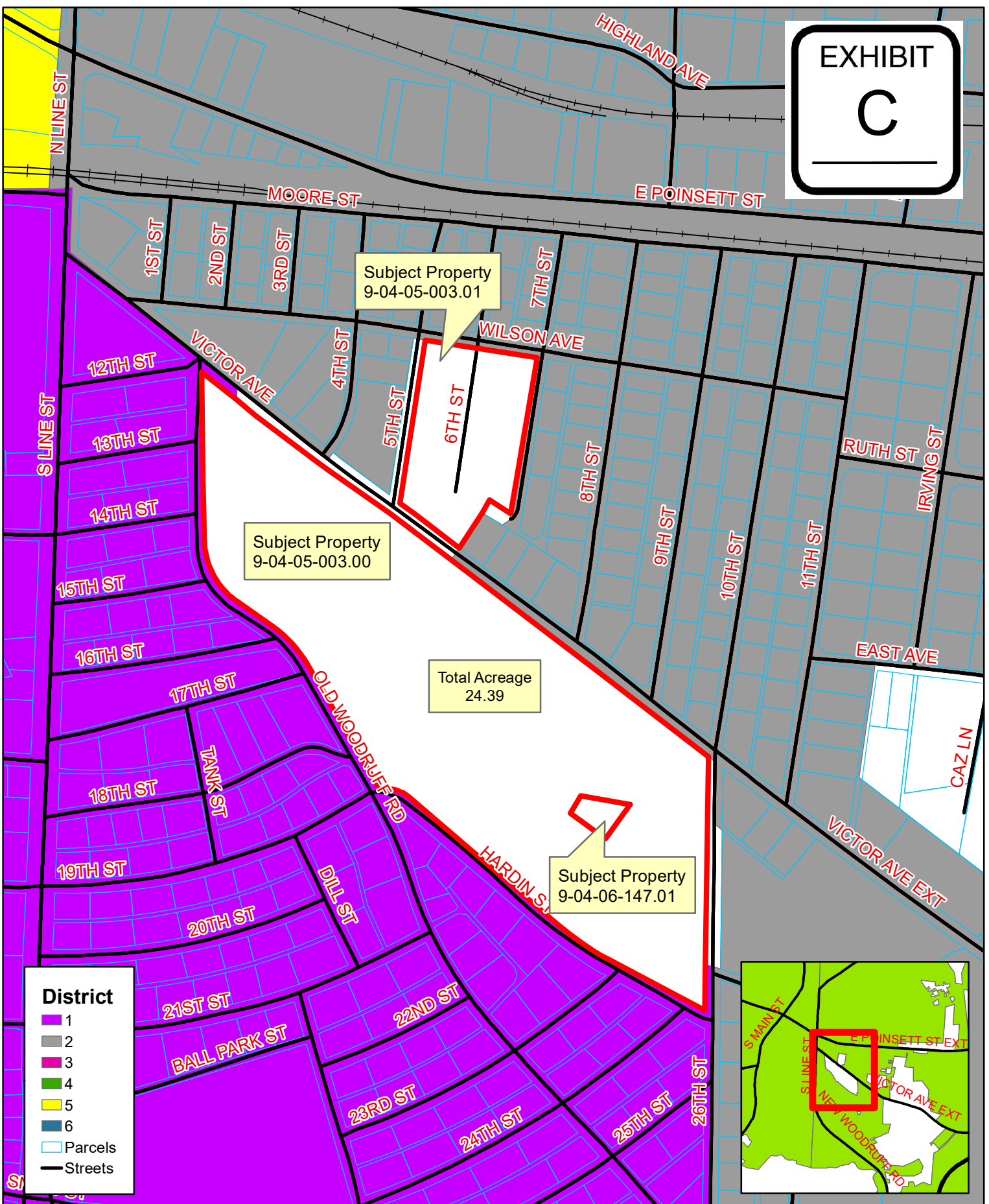
PROPERTY REFERENCE:
PIN: 9-04-05-003.00
250 VICTOR MILL AVE
GREER, SC
SPARTANBURG COUNTY
SOUTH CAROLINA

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

Type or Print Name



EXHIBIT C



Ordinance 27-2019

0 110 220 330 440
Feet

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

EXHIBIT D1



MAP SCALE 1" =

0 250 500

City of Greer
450200

290

E POINSETT ST

MOORE ST

MOORE ST EXT

WILSON AVE

IRVING DR

RUTH ST

ANITA ST

RHETT ST

EAST AVE

RHETT AVE

WOOD ST

MARY ST

VICTOR CT

VICTOR AVE

11TH ST

10TH ST

9TH ST

8TH ST

7TH ST

6TH ST

SNOW ST

9TH ST

27TH ST

24TH ST

25TH ST

23RD ST

38° 66' 00" N

HARDIN ST

OLD WOODRUFF RD

Spartanburg County
(AREA NOT INCLUDED)

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0362E

FIRM

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

PANEL 362 OF 625

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GREENVILLE COUNTY	450089	0362	E
GREER, CITY OF	450200	0362	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.

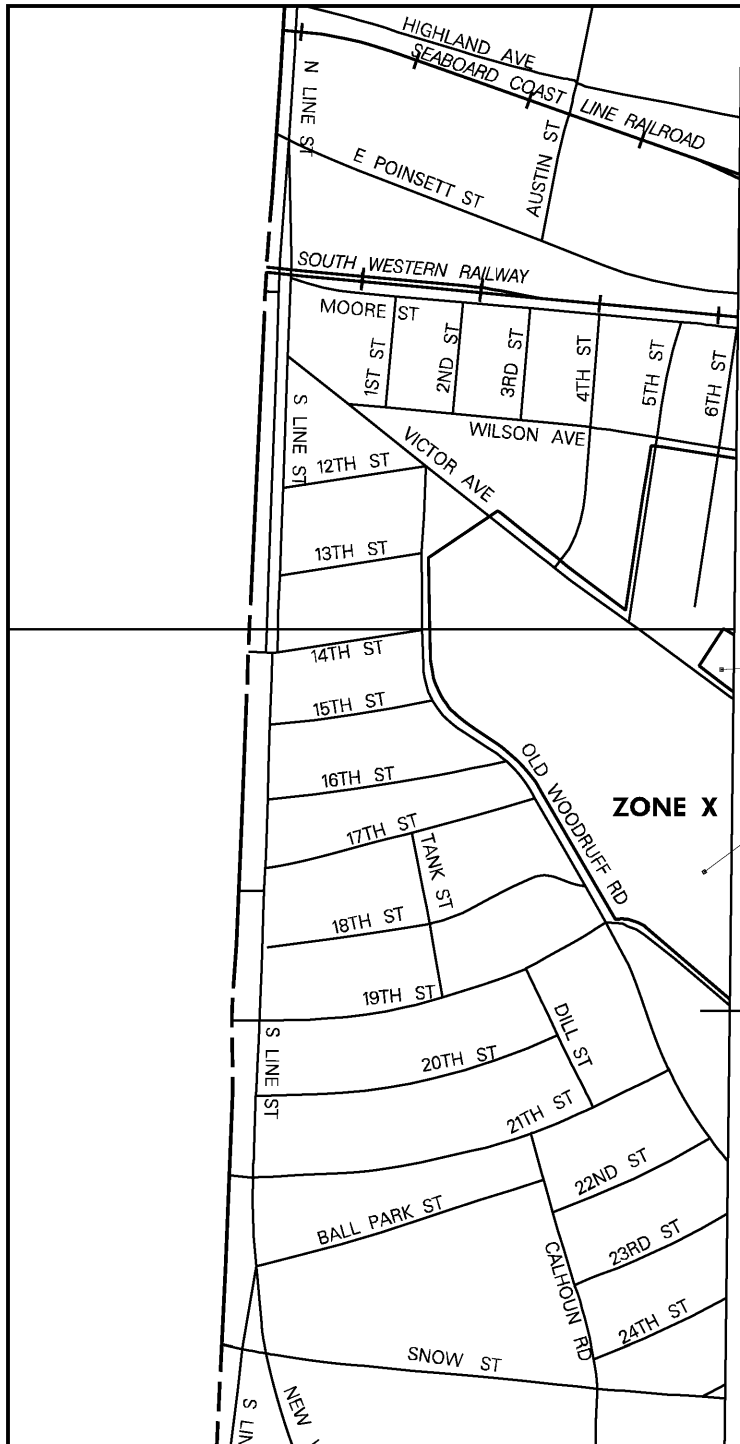


MAP NUMBER
45045C0362E

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

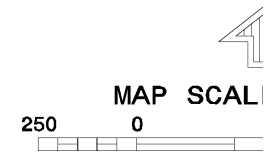


1130000 FT
City of Greer
Area Not Included

Spartanburg County
Unincorporated Areas
450176

ZONE X

1. Flood insurance is available
2. National Flood Insurance



EXHIBIT

D2

NFIP

PANEL 0211D

FIRM FLOOD INSURANCE RATE MAP

SPARTANBURG COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS

PANEL 211 OF 555

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
SPARTANBURG COUNTY	450176	0211	D

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
45083C0211D

EFFECTIVE DATE
JANUARY 6, 2011

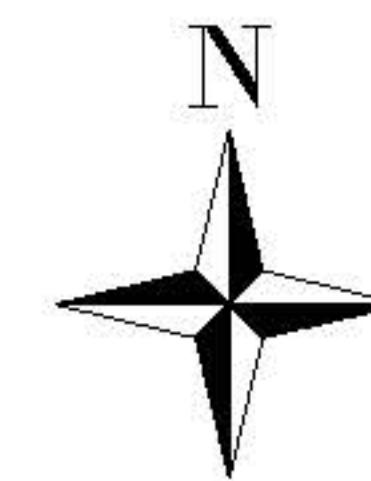
Federal Emergency Management Agency




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PRELIMINARY LAYOUT

DRAWING IS FOR ILLUSTRATIVE PURPOSES ONLY. LAYOUT SUBJECT TO CHANGE.



SITE DATA:	
	FRONT GARAGE TOWNES
	REAR-GARAGE TOWNES
TOTAL PROPOSED UNITS: 250*	
ROAD/ALLEY: 4,118 L.F.	
	COMMERCIAL: 25,000 S.F.*

* TOTAL NUMBER OF UNITS MAY VARY FROM THIS PLAN, BUT MAXIMUM NUMBER OF UNITS TO NOT EXCEED 250
TOTAL RESIDENTIAL UNITS. MAXIMUM COMMERCIAL BUILDING AREA TO NOT EXCEED 25,000 S.F.

EXHIBIT E

NO.	DATE	BY	DESCRIPTION
1	6/21/19	CJR	SUBMITTEE



Gray
Engineering Consultants
132 HUNTER ROAD - GREENVILLE, SC 29607
PH: (864) 267-3007 FAX: (864) 267-3007
WWW.GRAYENGINEERING.COM



SC C.O.A.# 00090 - NC C.O.A.# 03317 - GA C.O.A.# P800041 - TN C.O.A.# 000819

THIS DRAWING AND ANY INFORMATION CONTAINED HEREIN IS THE PROPERTY OF GRAY ENGINEERING CONSULTANTS, INC. IT SHALL NOT BE USED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF GRAY ENGINEERING CONSULTANTS, INC.

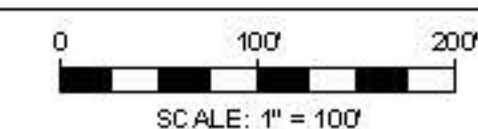
STAKEOUT PLAN

VICTOR MILL DEVELOPMENT

VICTOR AVE.
GREER, SC

PROJECT MANAGER:	REG
DRAWN BY:	CJR
PROJECT DATE:	1/9/19
SCALE:	1"=100'
JOB No.:	2019017
PLOT DATE:	6/21/19

SHEET
CV-1



Victor Park

+/- 24.4 Acre Mixed-Use Development Design Review District Victor Ave., City of Greer, SC

Statement of Intent

June 1, 2019

Mixed-Use Development. The development planned for this 24.4-acre tract on Victor Ave. at the intersection of Victor Ave. and 5th Street will utilize the Design Review District (DRD) zoning format and existing terrain and features of the property in a planned community that includes roughly 7 acres of common area, +/-28% of the development. The common areas will be natural areas, landscaped buffers, community amenity areas and detention areas. This development will be comprised of single-family residences (townhomes and/or Multi-Family), with a +/-2.0 acre commercial area located in the northeast corner, which will include a community area for the general public, as well as the community, to use. See preliminary drawing.

Residential Section. The residential area will consist of traditional attached Townhomes and/or some mix of Multifamily. These residences may have a mixture of sizes, with a minimum of 2 bedrooms and up and will be constructed with a variety of materials, including brick, stone, vinyl and hardiplank. Total overall residential density for this project will not exceed 10.25 units per overall site acreage. Setbacks for this section will be 15' front setbacks and a 15' exterior setback around the development.

Commercial Section. The commercial area will consist of up to 2.0 acres of property that will include a community area for the general public. The commercial building will have a 15' setback from Victor Ave, with parking in the rear. The commercial section will abide by all the uses permitted in the Central Business District zoning (C-1) as listed in the City of Greer Zoning Manual (at the date of approval). The exterior of the commercial building will be designed to be compatible with the surrounding community.

Sewer. The developer has determined that a gravity sewer line can be constructed to serve this site and no pump station will be required. The developer will construct the lines and dedicate them to the City of Greer when completed and approved.

Interconnectivity. Sidewalks will be provided on one side of all roads within this community as well as along the frontage of Victor Ave. There will also be a sidewalk connection between the residential and commercial section.

Group Ownership Association. Prior to the first sale of a residence or occupancy of any dwelling unit, an incorporated, non-profit association of owners (Group ownership association (GOA)) will be established. All common areas or common amenities and facilities within the communities shall be permanently protected by recorded covenants and restrictions and shall be conveyed by the developer to the GOA.

The GOA shall be responsible for the continuing upkeep and proper maintenance of the common areas of the community, including any required stormwater detention/retention and landscaping. This ownership and maintenance shall also apply to any other common facilities that may be constructed in the future.

Public Improvements and Facility Impact. All new roads and utilities will be constructed to meet applicable design standards. New Roads will be public with some on street guest parking spaces provided. Storm water management will be designed according to the specifications of the appropriate regulatory authority. All construction will be in accordance with applicable building codes, zoning ordinances, and all other state and local laws and ordinances. Utilities are provided by the Greer Public Works and Duke Power.



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 ✓ Victor Avenue 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 9-04-05-003.01 ✓ attached hereto marked as Exhibit C containing approximately 3.27 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 4th day of April, 2019 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: Spartanburg County

Signature: B. C. Allen

Address: 366 North Church Street

Witness: Angela S. Walker

Date: 4.4.19

Parcel Address: 0 Victor Avenue Greer, SC 29651

Tax Map Number: 9-04-05-003.01 ✓

Print Name: _____

Signature: _____

Address: _____

Witness: _____

Date: _____

Parcel Address: _____

Tax Map Number: _____



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

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at Victor Avenue 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 9-04-06-147.01 attached hereto marked as Exhibit C containing approximately .22 acres; identify that area more particularly. That highlighted or marked portion is incorporated by reference as a description of the area. By their signatures, the freeholders petition the City Council to annex the entire area.

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

DATE OF PETITION: This petition is dated this ____ day of _____, 20____ before the first signature below is attached. By law, all necessary signatures must be completed within six (6) months of the identified date; but this petition shall be deemed complete if the requisite number of signatures is acquired sooner.

Print Name: Duke Power Company

Signature: [Signature]

Address: 821 Southeast Main St., Simpsonville, SC 29681

Witness: [Signature]

Date: 3-19-2019

Parcel Address: 0 Victor Avenue Greer, SC 29651

Tax Map Number: 9.04-06-147.01

Print Name: _____

Signature: _____

Address: _____

Witness: _____

Date: _____

Parcel Address: _____

Tax Map Number: _____



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

Petition For Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at Victor Avenue 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 9-04-05-003.00 attached hereto marked as Exhibit C containing approximately 20.9 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 4th day of April, 2019 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: Spartanburg County

Signature: B. C. [Signature]

Address: 366 North Church Street

Witness: Angela S. Walker

Date: 4.4.19

Parcel Address: 250 Victor Avenue Greer, SC 29651

Tax Map Number: 9-04-05-003.00

Print Name: _____

Signature: _____

Address: _____

Witness: _____

Date: _____

Parcel Address: _____

Tax Map Number: _____



**ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)**

Date 4.4.19

(Fees for this application are based on a sliding scale - See Fee Schedule)

Tax Map Number(s) 9.04-05-003.01, 9.04-06-147.01, 9.04-05-003.00

Property Address(s) 250 VICTOR MILL ROAD AND 0 VICTOR MILL ROAD GREER, SC 29651

Acreage of Properties +/- 24.4

County SPARTANBURG COUNTY

Applicant Information

Name SCOUT REALTY GROUP

Address 301 AUGUSTA STREET SUITE 100
GREENVILLE, SC 29601

Contact Number 864-505-9556

Email chris@scoutrealtygroup.com

Property Owner Information

(If multiple owners, see back of sheet)

Name SPARTANBURG COUNTY

Address 366 NORTH CHURCH STREET
SPARTANBURG, SC 29303

Contact Number N/A

Email N/A

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described? Yes ☐ No ☒

The applicant hereby requests that the property described be zoned (in the case of Annexation) or rezoned from UNZONED to DRD.

Existing Use: OTHER PROFESSIONAL SERV/ELECTRIC UTILITY Proposed Use: RESIDENTIAL/COMMERCIAL

Signature(s) B.C. Allen, County Administrator
If not the property owner, an Acting Agent Authorization from will be required at the time of submittal.

All zoning classifications, permitted uses and fees are available at www.cityofgreer.org

OFFICE USE ONLY

Date Filed _____

Case No. _____

Meeting Date _____

See Reverse

Complete the section below if multiple property owners

Name DUKE POWER CO ✓

Address 0 VICTOR AVENUE GREER, SC 29651

Contact Number N/A

Signature _____

Name _____

Address _____

Contact Number _____

Signature _____

Name _____

Address _____

Contact Number _____

Signature _____

Name _____

Address _____

Contact Number _____

Signature _____

Name _____

Address _____

Contact Number _____

Signature _____

Name _____

Address _____

Contact Number _____

Signature _____

Name _____

Address _____

Contact Number _____

Signature _____

Name _____

Address _____

Contact Number _____

Signature _____



AGENDA
GREER CITY COUNCIL
7/9/2019

First Reading of Ordinance Number 28-2019

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A PORTION OF PROPERTY OWNED BY SEPA, ENTERPRISES, LLC. LOCATED ON FREEMAN FARM ROAD FROM C-3 (COMMERCIAL) AND I-1 (INDUSTRIAL) TO R-7.5 (RESIDENTIAL, SINGLE FAMILY DISTRICT). (Action Required)

Executive Summary:

Ordinance 28-2019 is a rezoning request for a portion of a parcel located on Freeman Farm Rd. The owner is requesting a rezoning from C-3, Commercial District and I-1, Industrial, to R-7.5, Single Family Residential. This property was zoned C-3 and I-1, in 1995. This property will be combined with parcel 9-06-00-006.00, which was rezoned in March 2018 for a future subdivision, which is currently under review but not approved.

The Planning Commission conducted a public hearing on June 17, 2019 for the rezoning of these parcels. The Planning Commission recommended to approve this request.

Brandon McMahan, Zoning Coordinator

ATTACHMENTS:

Description	Upload Date	Type
▣ Ord 28-2019 Cover Memo	7/3/2019	Cover Memo
▣ Ordinance Number 28-2019	7/3/2019	Ordinance
▣ Ord 28-2019 Exhibit A Map	7/3/2019	Exhibit
▣ Ord 28-2019 Exhibit B Plat	7/3/2019	Exhibit
▣ Ord 28-2019 Planning Commission Minutes	7/3/2019	Backup Material
▣ Ord 28-2019 Zoning Application	7/3/2019	Backup Material

Memorandum

To: Mr. Driggers, City Administrator
From: Brandon McMahan, Zoning Coordinator
Subject: Ordinance 28-2019
Date: July 2, 2019
CC: Tammy Duncan, City Clerk

Ordinance 28-2019 is a rezoning request for a portion of a parcel located on Freeman Farm Rd. The owner is requesting a rezoning from C-3, Commercial District and I-1, Industrial, to R-7.5, Single Family Residential. This property was zoned C-3 and I-1, in 1995. This property will be combined with parcel 9-06-00-006.00, which was rezoned in March 2018 for a future subdivision, which is currently under review but not approved.

The Planning Commission conducted a public hearing on June 17, 2019 for the rezoning of these parcels. The Planning Commission recommended to approve this request.

ORDINANCE NUMBER 28-2019

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A PORTION OF PROPERTY OWNED BY SEPA, ENTERPRISES, LLC. LOCATED ON FREEMAN FARM ROAD FROM C-3 (COMMERCIAL) AND I-1 (INDUSTRIAL) TO R-7.5 (RESIDENTIAL, SINGLE FAMILY DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to a certain property owned by SEPA Enterprises, LLC. located on Freeman Farm Road and more clearly identified by the attached City of Greer Map specifying Spartanburg County Parcel Number 5-28-00-011.00 containing approximately 6.5 +/- acres attached hereto marked as Exhibit A.

1. The owners desire to change the zoning classification of a portion of their property and has shown the need for such use to the Greer Planning Commission at a public hearing held on June 17, 2019.
2. To accomplish the desired change in use in the most effective manner, the zoning classification should be changed to R-7.5 (Residential, Single Family District).
3. The proposed use is in keeping with the general character of the surrounding property.

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

The zoning classification of a portion of property located on Freeman Farm Road more particularly identified by the attached City of Greer Map specifying Spartanburg County Parcel Number 5-28-00-011.00 containing approximately 6.5 +/- acres attached

hereto marked as Exhibit A shall be changed from C-3 (Commercial District) and I-1 (Industrial) to R-7.5 (Residential, Single Family District).

This ordinance shall be effective upon second reading approval thereof.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by:

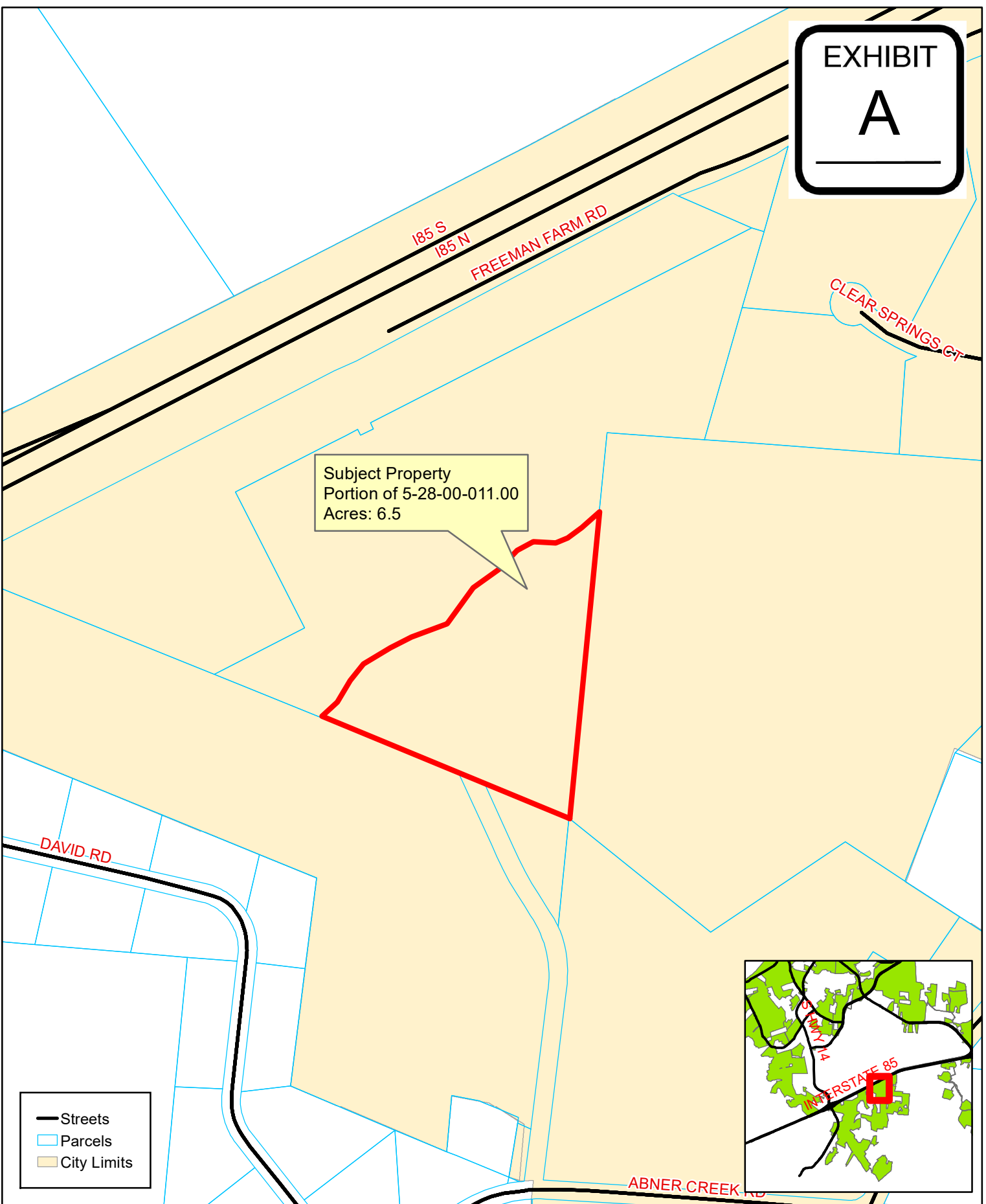
First Reading: July 9, 2019

Second and
Final Reading: July 23, 2019

Approved as to Form:

John B. Duggan, Esquire
City Attorney

EXHIBIT
A



Ordinance 28-2019

0 0.02 0.04 0.06 0.08
Miles

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

B

Exhibit "A"

SURVEYOR'S NOTES

1) I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY CHOWS HEREIN MADE WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE INDIAN STANDARD MANUAL FOR THE CONDUCT OF SURVEYS OF THE TRIBES OF THE STATE OF NORTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. THIS PROPERTY IS NOT LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA.

2) THE WORDS "CERTIFY," "CONFIRM" OR "CERTIFICATE" ARE NOT TO BE CONSIDERED AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR. BASED UPON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, A SURVEYOR DOES NOT GUARANTEE A GUARANTEE FOR A WARRANTY, CONTRACT, OR AGREEMENT.

POSSIBLE PROJECTIONS

NONE OBSERVED

LAND AREA

23.972 ACRES

BASIS OF BEARINGS:
BASIS OF BEARINGS BASED ON

FREELAND
SERVICES • PHOTOCOPYING

FREELAND & ASSOCIATES, INC.
353 WEST STONER
ORDEENVILLE S.E. 37069
TEL (864) 271-4924 FAX (864) 233-0319
E-MAIL: info@freeland-ordeenville.com

DATE OF PARTY CHECK:	CRA CHECKED:
NOF.	NOF.
PLAT NUMBER:	77-294 & 293
REF. DEED BOOK:	30-6-314 & 30-4-941
TAX MAP:	0-20-2-MIDDLE 0-20-10-TOWN
DATE OF SURVEY:	4-1-2004
DATE DRAWING:	4-3-2004
DRAWING NO:	83281
DATE OF LAST REVISION:	0-23-291+

OF LOT 30W

STATE OF SOUTH CAROLINA
SPARTANBURG COUNTY
CITY OF GREER
BOUNDARY SURVEY
FOR
BROADWAY LIGHTS, LLC

SITE ADDRESS:
BOND PLACE (FRONTAGE ROAD)
GREEN, SC 29650

Sheet 19

APPROVED BY CITY OF GREECE

Approved for recording in the office of the
County Auditor of the County of _____

Capacity Register of Maine Conference

1000

Elevator, Building & Zoning, or
Planning & Zoning Ordinance

9	17	14
---	----	----

Date 9/1/19

257

5 SHOWN PER
ARY SURVEY
22, 2011.

ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, JUNE 17, 2019

DOCKET: **RZ 2019-09**

APPLICANT: Mark II Properties – Jay Beeson

PROPERTY LOCATION: **Freeman Farm Rd**

TAX MAP NUMBER: P/O 5-28-00-011.00

EXISTING ZONING: C-3, Commercial / I-1, Industrial

REQUEST: **R-7.5, Single Family Residential**

SIZE: 6.5 acres

COMPREHENSIVE PLAN: Employment Center

ANALYSIS: **RZ 2019-09**

RZ 2019-09 is a rezoning request for a portion of a parcel located on Freeman Farm Rd. The request is to rezone this parcel from C-3, Commercial / I-1, Industrial to R-7.5, Single Family Residential. This portion of the property will be combined with parcel 9-06-00-006.00 which was rezoned in 2018 to R-7.5, Single Family Residential for the subdivision know as Overton Park, which received Preliminary Plat approval in August of 2018.

Surrounding land uses and zoning include:

North: Unzoned (Spartanburg County) and I-85
East: S-1, Services– Vacant
South: R-7.5, Single Family Residential (City of Greer) – Vacant-Overton Park
West: Unzoned (Spartanburg County) – Single Family Residences

Annexation/Zoning/Rezoning History:

1995: Annexed and zoned C-3, Commercial and I-1, Industrial

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

STAFF RECOMMENDATION: Approval

ACTION Mr. Lavender made a motion to approve RZ 2019-09. Mrs. Jones seconded the motion. The motion carried with a vote of 6 to 0.



ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)

Date 4/15/19

(Fees for this application are based on a sliding scale - See Fee Schedule)

Tax Map Number(s) 5-28-00-011.00 (part) Survey to be provided

Property Address(s) Freeman Farm Road

Acreage of Properties +/-6.5 Acres County Spartanburg

Applicant Information

Name Mark III Properties (Jay Beeson)
Address 170 Camelot Dr, #C
Spartanburg, SC 29301
Contact Number 864-595-1735
Email jay@markiiiproperties.com

Property Owner Information


(If multiple owners, see back of sheet)
Name SEPA Enterprises, LLC
Address 1085 Thousand Oaks Blvd
Greenville, SC 29607
Contact Number 864-848-4175
Email pedro@broadwaylights.com

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described? Yes No X

The applicant hereby requests that the property described be zoned (in the case of Annexation) or rezoned from C-3/I-1 to R-7.5.

Existing Use: Vacant Proposed Use: Single-family residential

Signature(s) 


Pedro A. Romero (Co-Owner - Property Seller)

All zoning classifications, permitted uses and fees are available at www.cityofgreer.org

OFFICE USE ONLY

Date Filed

Case No.

Meeting Date

See Reverse

P.R.