



**AGENDA**  
**GREER CITY COUNCIL**

March 8, 2022

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

**6:30 PM**

**COUNCIL REGULAR MEETING**

**Public Hearing**

1. NOTICE OF PUBLIC HEARING FOR GREENVILLE COUNTY PROGRAM YEAR 2022 ANNUAL ACTION PLAN / CITY OF GREER

The City of Greer participates in the Greenville County Community Development Block Grant (CDBG) Program and HOME Investment Partnerships Program funded by the U.S. Department of Housing and Urban Development. The Greenville County Redevelopment Authority is preparing its Annual Action Plan for the 2022 program year (7/1/22-6/30/23). An in-person public hearing will be held at the Greer City Hall, located at 301 E. Poinsett Street, Greer, on Tuesday, March 8, 2022 at 6:30 PM. Community development and housing needs and activities eligible for funding under the CDBG and HOME programs will be discussed. Public comment and proposals will be invited on the County's strategy for the City of Greer, including objectives and projected uses of funds. An estimated \$319,786 in CDBG fund and \$123,879 in HOME fund will become available in July. An estimated \$40,000 in CDBG program income and \$43,000 in HOME program income are also expected to become available through the program year. Comments are also invited on past and present housing and community development performance and needs. CDBG funds can be used to assist low- and moderate-income persons, prevent or eliminate slums and blight, or to meet an urgent community need where no other funding is available. HOME funds are used to increase the supply of decent, safe, sanitary, and affordable housing for lower income persons. Written comments may also be sent to John Castile, Executive Director, Greenville County Redevelopment Authority, 301 University Ridge, Suite 2500, Greenville SC 29601, until Friday, May 6th, 2022.

**Call to Order**

Mayor Rick Danner

## **Invocation and Pledge of Allegiance**

Councilmember Wryley Bettis

## **Public Forum**

## **Minutes of Council Meeting**

1. February 22, 2022  
(Action Required)

## **Special Recognition**

1. Greer Community Ministries Meals on Wheels Program

## **Administrator's Report**

Andy Merriman, City Administrator

## **Old Business**

1. Second and Final Reading of Ordinance Number 6-2022  
  
AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY GABRIEL WATTS AND ALLEN WATTS LOCATED AT 295 GENOBLE ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF I-1 (INDUSTRIAL DISTRICT) FOR SAID PROPERTY.

## **New Business**

1. Bid Summary - Highway 29 and Interstate 85/Highway 14 Median Landscape Maintenance  
  
The City of Greer Public Services Department solicited bids for the Highway 29 and Interstate 85/Hwy 14 median landscape maintenance. This solicitation resulted in three [3] contractors submitting bids for the job: Woodruff's Lawn Care [\$18,840/yr], Palmetto Landscape & Lawn Care [\$62,570/yr], Roebuck Wholesale Nursery & Landscaping [\$105,600/yr]. It is my recommendation that we award this bid to Palmetto Landscape & Lawn Care. While they are not the lowest bid, they are the lowest bidder who has the experience and personnel to fulfill the contract obligations.  
Travis Durham, Interim Director of Public Services
2. First Reading of Ordinance Number 2-2022

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY KATHY P. SMITH AND JAMES ALLEN SMITH III LOCATED AT 812 HARVEY ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY. (Action Required)

Ordinance #2-2022 is an annexation and zoning request for a portion of a parcel located at 812 Harvey Rd in Spartanburg County. The portion of the parcel for annexation consists of 12.61 acres. The requested zoning for the property is DRD, Design Review District for a future townhome community that will consist of up to 79 townhomes. The Planning Commission will conduct a public hearing on March 21, 2022 for the zoning of this parcel.

Ashley Kaade, Senior Planner

3. First Reading of Ordinance Number 3-2022

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND HARVEY DEVELOPMENT, LLC, WITH RESPECT TO INFRASTRUCTURE IMPROVEMENTS IN THE CITY OF GREER, AND OTHER MATTERS RELATED THERETO (Action Required)

Ordinance 3-2022 is a Development Agreement between the City of Greer and Harvey Development LLC for infrastructure improvements in the City of Greer. The agreement is related to Ordinance 2-2022, which is a request to annex property into the City for a future townhome community.

Ashley Kaade, Senior Planner

4. First Reading of Ordinance Number 11-2022

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY DEBORAH A. KRELL TRUST LOCATED ON MAYFIELD ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-10 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTIES. (Action Required)

Ordinance 11-2022 is an annexation and zoning request for two parcels located on Mayfield Rd in Spartanburg County. The parcels for annexation consist of 75.14 acres. The requested zoning for the property is R-10, Single-family Residential. The applicant intends to combine the parcels and develop a single-family detached subdivision. The Planning Commission will conduct a public hearing on March 21, 2022 for the zoning of this parcel.

Ashley Kaade, Senior Planner

5. First Reading of Ordinance Number 12-2022

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER,  
SOUTH CAROLINA AND RP&L, LLC, WITH RESPECT TO INFRASTRUCTURE  
IMPROVEMENTS IN THE CITY OF GREER, AND OTHER MATTERS RELATED  
THERETO (Action Required)

Ordinance 12-2022 is a Development Agreement between the City of Greer and RP&L, LLC for infrastructure improvements in the City of Greer. The agreement is related to Ordinance 11-2022, which is a request to annex property into the City for a future single-family subdivision.

Ashley Kaade, Senior Planner

6. First Reading of Ordinance Number 13-2022

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY CULLUM GSP 081 LP LOCATED AT 1296 WOODS CHAPEL ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF I-1 (INDUSTRIAL DISTRICT) FOR SAID PROPERTY. (Action Required)

Ordinance 13-2022 is an annexation and zoning request for a parcel located at 1296 Woods Chapel Rd in Spartanburg County. The parcel for annexation consists of 14.68 acres. The requested zoning for the property is I-1, Industrial for future industrial development. The Planning Commission will conduct a public hearing on March 21, 2022 for the zoning of this parcel.

Ashley Kaade, Senior Planner

7. First Reading of Ordinance Number 14-2022

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A PROPERTY AND PORTIONS OF OTHER PROPERTIES OWNED BY 296 AT KIST ROAD, LLC LOCATED ON HIGHWAY 101, KIST ROAD AND HIGHWAY 296 FROM C-3 (HIGHWAY COMMERCIAL DISTRICT) TO RM-2 (RESIDENTIAL MULTI-FAMILY DISTRICT). (Action Required)

Ordinance #14-2022 is a rezoning request for one full parcel and several portions of parcels, totaling approximately 11.55 acres, located between the intersections of Highway 296 (Reidville Rd), Highway 101 and Kist Rd. The request is to rezone the properties from C-3, Highway Commercial to RM-2, Residential Multi-family to develop an apartment complex. The Planning Commission conducted a public hearing on February 21 for the rezoning of these parcels and recommended approval.

Ashley Kaade, Senior Planner

**Executive Session**

Council may take action on matters discussed in executive session.

**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:  
Item Number:



**AGENDA**  
**GREER CITY COUNCIL**  
**3/8/2022**

**Councilmember Wryley Bettis**

**ATTACHMENTS:**

Description	Upload Date	Type
▣ Invocation Schedule	2/9/2022	Backup Material



**Greer City Council  
2022 Invocation Schedule**

January 11, 2022	Councilmember Jay Arrowood
January 25, 2022	Councilmember Karuiam Booker
February 8, 2022	Councilmember Mark Hopper
February 22, 2022	Councilmember Lee Dumas
March 8, 2022	Councilmember Wryley Bettis
March 22, 2022	Councilmember Judy Albert
April 12, 2022	Mayor Rick Danner
April 26, 2022	Councilmember Jay Arrowood
May 10, 2022	Councilmember Karuiam Booker
May 24, 2022	Councilmember Mark Hopper
June 14, 2022	Councilmember Lee Dumas
June 28, 2022	Councilmember Wryley Bettis
July 12, 2022	Councilmember Judy Albert
July 26, 2022	Mayor Rick Danner
August 9, 2022	Councilmember Jay Arrowood
August 23, 2022	Councilmember Karuiam Booker
September 13, 2022	Councilmember Mark Hopper
September 27, 2022	Councilmember Lee Dumas
October 11, 2022	Councilmember Wryley Bettis
October 25, 2022	Councilmember Judy Albert
November 8, 2022	Mayor Rick Danner
November 22, 2022	Councilmember Jay Arrowood
December 13, 2022	Councilmember Karuiam Booker

Category Number:  
Item Number: 1.



**AGENDA**  
**GREER CITY COUNCIL**  
**3/8/2022**

**February 22, 2022**

**Summary:**

(Action Required)

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣ February 22, 2022 Council Meeting Minutes	3/7/2022	Backup Material

## **CITY OF GREER, SOUTH CAROLINA**

### **MINUTES of the FORMAL MEETING of GREER CITY COUNCIL February 22, 2022**

**Meeting Location: Greer City Hall, 301 East Poinsett Street, Greer, SC 29651**

#### **Call to Order of the Formal Meeting**

Mayor Rick Danner – 6:32 P.M.

The following members of Council were in attendance: Jay Arrowood, Karuam Booker, Mark Hopper, Lee Dumas, and Wryley Bettis.

Councilmember Judy Albert arrived at 6:34.

Others present: Andy Merriman, City Administrator, Elizabeth Adams, Executive Assistant to the City Administrator, Mike Sell, Deputy City Administrator, Steve Owens, Communications Manager and various other staff and media.

#### **Invocation and Pledge of Allegiance**

Councilman Lee Dumas

#### **Public Forum**

No one signed up to speak during Public Forum.

#### **Minutes of the Council Meeting**

February 8, 2022

**ACTION** – Councilmember Mark Hopper made a motion that the minutes of February 8, 2022 Workshop be received as written. Councilmember Karuam Booker seconded the motion.

**VOTE** - Motion carried unanimously.

**ACTION** – Councilmember Wryley Bettis made a motion that the minutes of February 8, 2022 be received as written. Councilmember Jay Arrowood seconded the motion.

**VOTE** - Motion carried unanimously.

## **Departmental Reports**

Building and Development Standards, Engineering, Finance, Fire Department, Municipal Court, Parks & Recreation, Police Department, Public Services and the Website Activity Reports for January 2022 were included in the packet for informational purposes.

### **Finance**

Susan Howell, Budget and Audit Manager presented the Financial Report for January 2022. (Attached)

General Fund Cash Balance: \$20,030,717.  
Revenue: \$19,415,294.  
Operational Expenditures: \$16,632,230.  
Fund Balance Usage: \$792,506.  
Total Expenditures: \$17,424,736.  
Operational Expenditures: 9% under Budget  
Total Percentage: 5% under Budget

Revenue Benchmark Variance: \$3,118,567.  
Expenditure Benchmark Variance: \$299,359.  
Overall Benchmark Variance: \$3,417,926.

Hospitality Fund Cash Balance: \$2,277,201.  
Storm Water Fund Cash Balance: \$2,562,625.

## **Petitioner**

Holly Reese, 204 Vandiventer Drive shared her concerns regarding the school traffic from the Harley Bonds Center. Students from the school are speeding and racing down Vandiventer St.

### **Andy Merriman, City Administrator presented the following:**

**Council Budget Retreat** – will begin Thursday, February 24<sup>th</sup> at 6:00 with presentations from Building and Development Standards and Finance ending in the afternoon of the 25<sup>th</sup>.

**Statements of Economic Interest** – are due no later than March 30, 2022. Please complete this form online.

**Redistricting Public Hearing** – Will be held prior to the March 8<sup>th</sup> Council Meeting starting at 5:30. During the Public Hearing we will receive information from the SC Revenue and Fiscal Affairs Office on the Redistricting Benchmark Report.

## **Appointments to Boards and Commissions**

### **Recreation Association, Inc. Board of Trustees**

**District 1 John Bohannon has resigned his term will expire 12/31/2023.**

**ACTION** – Councilmember Jay Arrowood nominated Lance Owens for appointment to the District 1 seat on the Recreation Association, Inc. Board of Trustees. Councilmember Wryley Bettis seconded the motion.

**VOTE** – Motion carried unanimously.

## **NEW BUSINESS**

### **Pavement Preservation Project – Reclamite Rejuvenator**

In an effort to preserve our pavements, one of our most expensive assets, I am proposing a Reclamite application project in the City. The proposed street list is attached. One for Greenville County and one for the Spartanburg County side of the City. The lists were compiled from streets that were recently paved by the City or subdivision streets that were recently accepted into the City for maintenance. The Contractor is Pavement Technology, Inc. from Westlake, OH and they are the only approved single-source applicator in South Carolina per the manufacturer of Reclamite as stated on attachments. See attached proposal from Pavement Technology Inc. for this work in the amount of \$110,160. Funding is from the Road Paving Fund. Staff requests approval from Council to proceed. (Documentation attached)

Steve Grant, City Engineer presented the request and recommended approval.

**ACTION** – Councilmember Wryley Bettis made a motion to approve the request for the Reclamite Rejuvenator Project in the amount of \$110,160 by Pavement Technology Inc. Councilmember Jay Arrowood seconded the motion.

Brief discussion.

**VOTE** – Motion carried unanimously.

### **Pavement Preservation Project – HA5 Surface Sealer**

In an effort to preserve our pavements, one of our most expensive assets, I am proposing an HA5 application project in the City. The proposed location is all streets in the Hammett Crossing subdivision. Streets to be treated are Wilder Ct., Woolridge Way, Furwood Ct., Saucer Ct., Waterfield Ct, Brunner Ct., Cotter Ln., Ambrose Trl. and Ager Ct. These streets were crack-sealed in 2020 and it is a common practice to apply a surface seal after crack sealing. Total length to be treated is approximately 6073 feet (1.15 mi). The contractor is Blount Construction Company from Marietta, GA and they

are the only approved single-source applicator in South Carolina per the manufacturer of HA5 as stated on attachment. See attached proposal from Blount Construction Company, Inc., for this work in the amount of \$61,630.82. Funding is from the Road Paving Fund. Staff requests approval from Council to proceed. (Documentation attached)

Steve Grant, City Engineer presented the request and recommended approval.

**ACTION** – Councilmember Judy Albert made a motion to approve the request for the HA5 Surface Sealer in the amount of \$61,630.82 by Blount Construction Company, Inc. Councilmember Wryley Bettis seconded the motion.

Brief discussion.

**VOTE** – Motion carried unanimously.

### **Executive Session**

1. **Contractual Matter – Project Chubbs**
2. **Economic Development Matter – Velocity Park**

**ACTION** – In (6:57 p.m.) – Councilmember Lee Dumas made a motion to enter into Executive Session to discuss a Contractual Matter pertaining to Project Chubbs; as allowed by State Statute Section 30-4-70(a)(2) and an Economic Development Matter pertaining to Velocity Park; as allowed by State Statute Section 30-4-70(a)(5). Councilmember Wryley Bettis seconded the motion. Motion carried unanimously.

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

**ACTION** - Out (7:20 p.m.) – Councilmember Lee Dumas made a motion to come out of Executive Session. Councilmember Jay Arrowood seconded the motion. Motion carried unanimously.

### **Motion after Executive Session**

**ACTION** – Councilmember Lee Dumas made a motion to allow the City Administrator and the Mayor to enter into a purchase contract pertaining to a property that is connected to Project Chubbs. Councilmember Jay Arrowood seconded the motion.

**VOTE** – Motion carried unanimously.

**Adjourn** – 7:22 P.M.



**MINUTES of the WORKSHOP MEETING of GREER CITY COUNCIL  
February 22, 2022**

**Meeting Location: Greer City Hall, 301 East Poinsett Street, Greer, SC 29651**

**Call to Order of the Workshop Meeting**

Mayor Rick Danner – 7:30 P.M.

The following members of Council were in attendance: Jay Arrowood, Karuam Booker, Mark Hopper, Lee Dumas, Wryley Bettis and Judy Albert.

Others present: Andy Merriman, City Administrator, Mike Sell, Deputy City Administrator, Elizabeth Adams, Executive Assistant to the City Administrator, Steve Owens, Communications Manager, Steve Grant, City Engineer, Ann Cunningham, Director of Parks and Recreation and Travis Durham, Interim Director of Public Services.

**Subject: Engineering and Storm Water Budget Presentation**

Steve Grant, City Engineer presented the information. (Attachment)

Discussion was held.

**Subject: Parks and Recreation Budget Report**

Ann Cunningham, Director of Parks and Recreation presented the information. (Attachment)

Discussion was held.

**Subject: Public Services Budget Report**

Travis Durham, Interim Director of Public Services presented the information. (Attachment)

Discussion was held.

**Adjourn** – 8:45 P.M.

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Tammela Duncan, Municipal Clerk

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Richard W. Danner, Mayor

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, February 18, 2022.

Category Number:  
Item Number: 1.



**AGENDA**  
**GREER CITY COUNCIL**  
**3/8/2022**

**Greer Community Ministries Meals on Wheels Program**

**ATTACHMENTS:**

Description	Upload Date	Type
📎 Proclamation	2/9/2022	Backup Material





# PROCLAMATION

*Mayor Danner recognizes*  
**Greer Community Ministries  
Meals on Wheels Program**

**WHEREAS**, Greer Meals on Wheels program is celebrating 50 years of providing meals to homebound, vulnerable adults; and

**WHEREAS**, Meals on Wheels, March for Meals, urges every citizen to take time this month to honor the Meals on Wheels program, the seniors we serve, and the volunteers who care for them; and

**WHEREAS**, Greer Community Ministries program enriches an entire community and help combat senior hunger and isolation in Greer; and

**WHEREAS**, Greer Community Ministries Meals on Wheels program benefits 350 local residents on a weekly basis. Meals are prepared on site, delivered, and funded completely through community donations; and

**WHEREAS**, The City of Greer, as well as the surrounding community, are strong supporters of the Meals on Wheels mission and the desire to eradicate hunger and isolation among our most vulnerable residents; and

**NOW, THEREFORE**, Mayor Rick Danner and Greer City Council declare the month of March 2022 as the Greer Community Ministries Meals on Wheels March for Meals month.

In witness whereof I have hereunto set my hand and caused this  
seal to be affixed



A handwritten signature in blue ink, reading 'Rick Danner', written over a horizontal line.

Richard W. Danner  
Mayor

A handwritten signature in blue ink, reading 'Samuel V. Dureau', written over a horizontal line.

Witness

March 1, 2022

Date





**AGENDA**  
**GREER CITY COUNCIL**  
**3/8/2022**

**Second and Final Reading of Ordinance Number 6-2022**

**Summary:**

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY GABRIEL WATTS AND ALLEN WATTS LOCATED AT 295 GENOBLE ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF I-1 (INDUSTRIAL DISTRICT) FOR SAID PROPERTY.

**ATTACHMENTS:**

Description	Upload Date	Type
▣ Ordinance Number 6-2022	2/28/2022	Ordinance
▣ Ord 6-2022 Exhibit A Deed	2/28/2022	Exhibit
▣ Ord 6-2022 Exhibit B Plat	2/28/2022	Exhibit
▣ Ord 6-2022 Exhibit C Map	2/28/2022	Exhibit
▣ Ord 6-2022 Exhibit D FIRM	2/28/2022	Exhibit
▣ Ord 6-2022 Petition for Annexation	2/28/2022	Backup Material
▣ Ord 6-2022 Planning Commission Minutes	3/3/2022	Backup Material

**ORDINANCE NUMBER 6-2022**

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY GABRIEL WATTS AND ALLEN WATTS LOCATED AT 295 GENOBLE ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF I-1 (INDUSTRIAL DISTRICT) FOR SAID PROPERTY.**

**WHEREAS**, Gabriel Watts and Allen Watts are the sole owners of property located at 295 Genoble Road more particularly described on the legal description attached hereto marked as Exhibit A, the property description attached hereto marked as Exhibit B, the City of Greer Map attached hereto marked as Spartanburg County Parcel Number 5-24-00-036.02 containing approximately 1.009 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map Number 450176 0064 B attached hereto marked as Exhibit D; and,

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

**WHEREAS**, Gabriel Watts and Allen Watts have petitioned the City of Greer to annex their property by one-hundred percent (100%) method provided for by South Carolina Code Section 5-3-150(3); and,

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

**WHEREAS**, the property owners have requested that the subject property 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 1.009 acres +/- property shown in red on the attached map owned by Gabriel Watts and Allen Watts located at 294 Genoble Road as described on the attached City of Greer Map as Spartanburg County Parcel Number 5-24-00-036.02 is hereby annexed into the corporate city limits of the City of Greer.

2. ANNEXATION OF 2576.29 FEET OF GENOBLE ROAD ROADWAY: 2576.29 feet of Genoble Road roadway along the edge of the annexed property owned by Gabriel Watts and Allen Watts as shown in Exhibit C is hereby annexed into the corporate limits of the City of Greer.

3. ZONING ASSIGNMENT: The above referenced property shall be zoned I-1 (Industrial District) pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.

4. LAND USE MAP: The above reference property shall be designated as Mixed Employment Community on the Land Use Map contained within the 2030 Comprehensive Plan for the City of Greer.

5. FLOOD INSURANCE RATE MAP: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 450176 0064 B.

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

This ordinance shall be effective upon second reading approval thereof.

**CITY OF GREER, SOUTH CAROLINA**

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Richard W. Danner, Mayor

**ATTEST:**

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Tammela Duncan, Municipal Clerk

Introduced by: Councilmember Wryley Bettis

First Reading: February 8, 2022

Second and  
Final Reading: March 8, 2022

**APPROVED AS TO FORM:**

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John B. Duggan, Esquire  
City Attorney

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF: SPARTANBURG )  
 )  
 IN THE MATTER OF: )  
 ALDEN BADGER WATTS, JR. )  
 (Decedent) )

IN THE PROBATE COURT  
 DEED OF DISTRIBUTION  
 (Real Property Only)  
 NOT A WARRANTY DEED

EXHIBIT

A

CASE NUMBER: 2016ES4200654

County where property is located if not above County: \_\_\_\_\_

The undersigned states as follows:

Decedent died on January 12, 2016; and probate of the estate is being administered in the Probate Court for Spartanburg County, South Carolina in File # 2016ES4200654.

I/We was/were appointed Personal Representative(s) on May 9, 2017. Decedent owned real property described as follows:

Tax Map Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

Legal Description:

DEE-2018-25147



DEE BK 119-X PG 677-679

EXEMPT

Recorded 3 Pages on 06/06/2018 03:42:19 PM

Recording Fee: \$10.00

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

SEE ATTACHED PAGE 3 OF 3

This transfer is made pursuant to:

- ☐ Decedent's Will
- ☐ Intestacy Statute: SCPC 62-2-103
- ☐ Private Family Agreement: SCPC 62-3-912
- ☐ Disclaimer by: \_\_\_\_\_
- ☒ Probate Court Order: DATED 5/9/2017
- ☐ Other: \_\_\_\_\_



In accordance with the laws of the State of South Carolina, the Personal Representative(s) does/do hereby release all of the Personal Representative's(s') right, title, and interest, including statutory and/or testamentary powers, over the real property described to the following beneficiaries named below:

Name: Gabriel Alden Lee Watts  
Address: 875 Fountain Inn Rd Woodruff S.C. 29388

Name: Alden Badger Watts III  
Address: 875 Fountain Inn Rd Woodruff SC 29388

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

☐ An additional sheet is attached for names of additional Beneficiaries (check, if applicable)

IN WITNESS WHEREOF the undersigned, as Personal Representative(s) of the above estate, has executed this Deed of Distribution, on this 6 day of June, 20 18.

Estate of: ALDEN BADGER WATTS, JR.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witness: <u>Cynthia Lane</u>	Signature of Personal Representative: <u>[Signature]</u>
Print Name: <u>Cynthia Lane</u>	Print Name: <u>GABRIEL ALDEN WATTS</u>
Witness: <u>Sandra Alexander</u>	If applicable, Signature of Co-Personal Representative: <u>[Signature]</u>
Print Name: <u>Sandra Alexander</u>	Print Name: <u>ALDEN B. WATTS III</u>

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

#### ACKNOWLEDGMENT

I, Sandra Alexander, Notary Public, a notary for the State of South Carolina do hereby certify that GABRIEL ALDEN WATTS, ALDEN B. WATTS III, as **Personal Representative(s)** of the **Estate of Alden Badger Watts, Jr.**, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Distribution.

Witness my hand and seal this the 6 day of June, 20 18

[Signature]  
(Signature of Notary Public)  
Sandra W. Alexander  
(Print name of Notary Public)  
Notary Public for State of South Carolina  
My Commission Expires: 5-12-20

Note: It is recommended that an attorney prepare this document and determine if a title examination is necessary.

Tax Map Number: 5-24-00-036.02Street Address: 295 Genoble Road Greer SC 29651

## Legal Description:

All that piece, parcel, or lot of land in Beech Springs Township, County of Spartanburg, State of South Carolina, located about three miles Southeast of Greer, S. C., and lying on the north side of Victor-Woods Chapel Road and on the West side of a dirt road and being a part of Tract No. 1 on plat of the A. F., McElrath Estate, made by H. S. Brockman, surveyor, dated March 1, 1934 and recorded in plat book 61, Page 261, RMC office for Spartanburg County and being shown on plat made for Alden Watts, Jr., Brenda W. Watts, James A. Wardell, and Debra R. Waddell by H. S. Brockman, surveyor, dated August 29, 1973 and having the following courses and distances, to wit:

BEGINNING in the intersection of said two roads and running thence N. 2-40 W 200 feet to stake in dirt road, corner of property formerly of J. B. Robinson Farms lot; thence North 76-10 West 194 feet (stake on line at 12 feet from center of road); thence South 10-07 West 201.2 feet to center of Victor Woods Chapel Road; thence with the center of this road South 75-10 East 240 feet to the beginning corner and containing one (1) acre, more or less.

This being all off the same property conveyed to grantor herein by deed of Rebecca Ann Watts and Alden Watt, Jr. dated June 3, 1997 and recorded June 10, 1997, in Deed 66-A, Page 220, Registrar of Deeds Office for Spartanburg County, S. C.

For a more particular description specific reference is hereby made to the above mentioned plat.

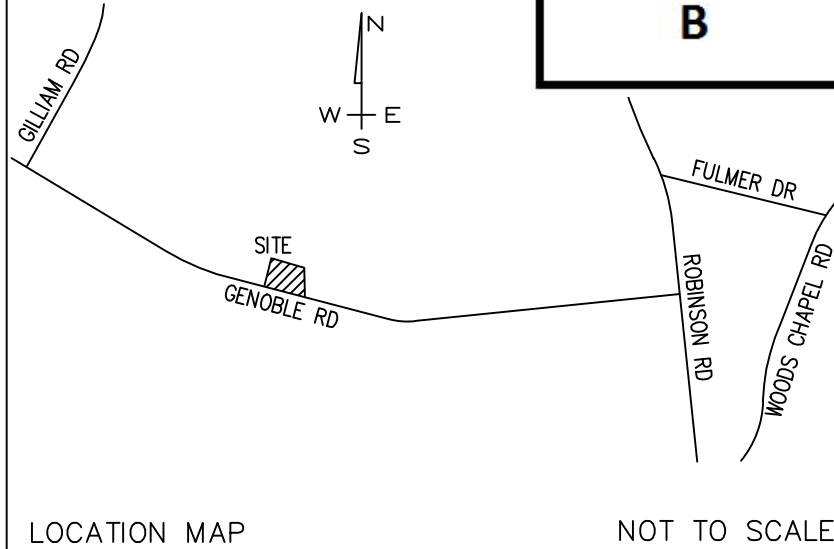
ALSO CONVEYED HERewith IS THE MOBILEHOME LOCATED ON THE ABOVE-DESCRIBED PREMISES.

pg 3083

NOTE: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: RIGHTS-OF-WAY, EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. - ANY FLOOD PLAIN DATA SHOWN HEREON IS AN APPROXIMATE LOCATION GRAPHICALLY PLOTTED FROM THE REFERENCED FEMA MAP UNLESS OTHERWISE NOTED. - THIS SURVEY DOES NOT CONSTITUTE A TITLE RESEARCH, FLOOD STUDY, WETLAND DELINEATION OR ENVIRONMENTAL INSPECTION BY SURVEYOR.

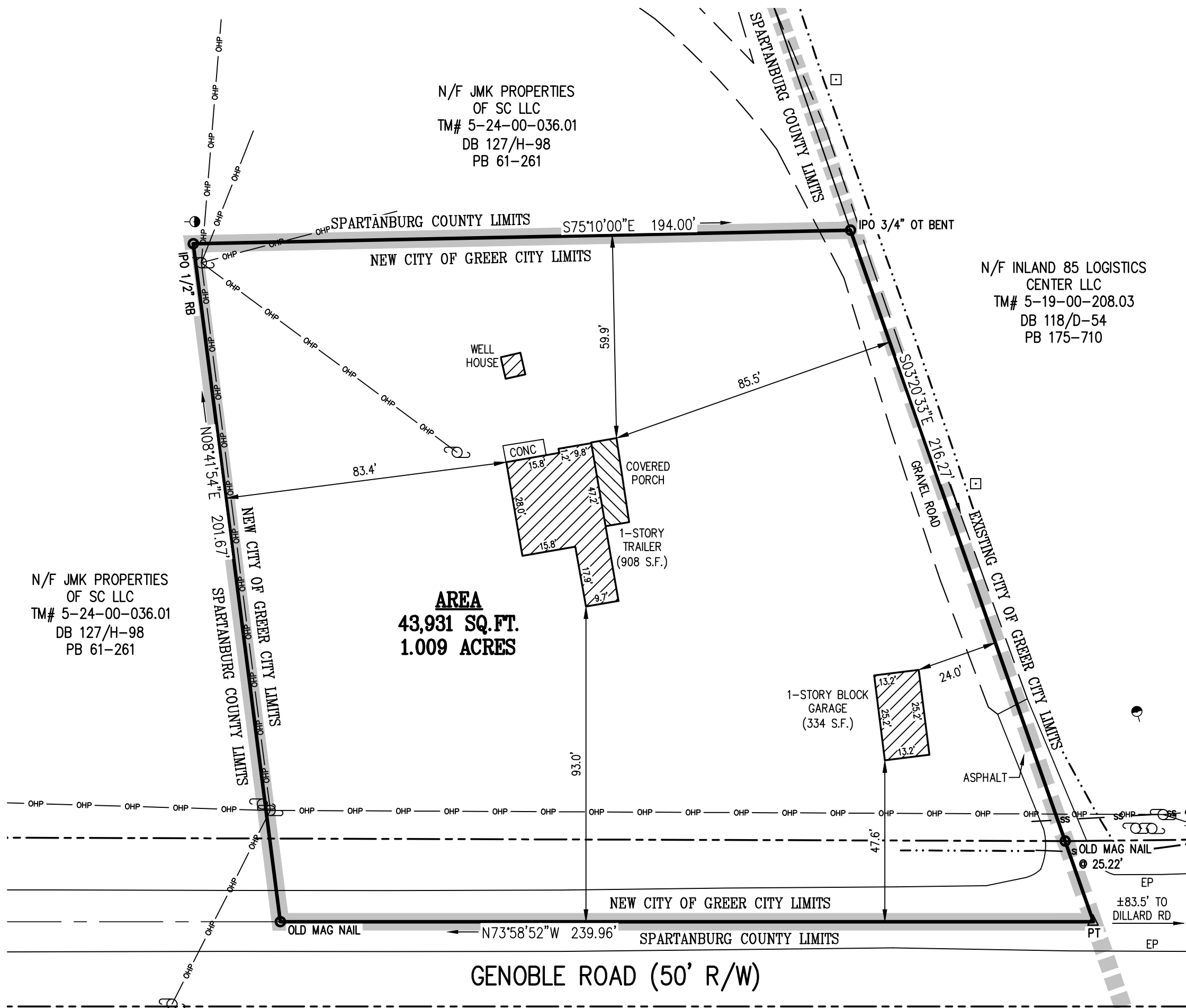
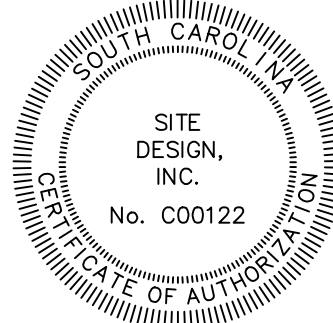
EXHIBIT

B



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

A. CLAY JONES, P.L.S.  
S.C. REG. NO. 26210



#### SURVEYORS' WRITTEN

ALL THAT CERTAIN, PIECE, PARCEL OR TRACT OF LAND SITUATE LYING AND BEING LOCATED IN SPARTANBURG COUNTY, STATE OF SOUTH CAROLINA, CONTAINING 1.009 ACRES AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT A POINT LOCATED IN THE CENTERLINE OF GENOBLE ROAD; SAID POINT BEING LOCATED +/-83.5' WEST OF DILLARD ROAD; THENCE RUNNING ALONG THE CENTERLINE OF GENOBLE ROAD N73° 58' 52"W, 239.96' TO AN OLD MAG NAIL; THENCE LEAVING SAID CENTERLINE NOB° 41' 54"E, 201.67' TO AN IRON PIN OLD 1/2" REBAR; THENCE S75° 10' 00"E, 194.00' TO AN IRON PIN OLD 3/4" OPEN TOP BENT; THENCE S03° 20' 33"E, 216.27' TO THE POINT OF BEGINNING AND CROSSING AN OLD MAG NAIL AT 191.05'.

#### LEGEND

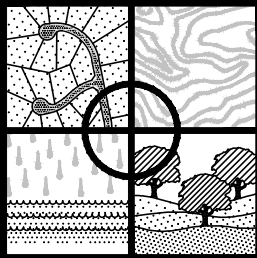
BL BUILDING LINE	CATV CABLE TV PEDESTAL	TC/BC TOP/BOTTOM CURB
CL CENTERLINE	TEL TELEPHONE PEDESTAL	TW/BW TOP/BOTTOM WALL
CMP CORRUGATED METAL PIPE	EM ELECTRIC METER	VCP VITRIFIED CLAY PIPE
CT CRIMP TOP	CB CATCH BASIN	WM WATER METER
DE DRAINAGE EASEMENT	DI DROP INLET	WV WATER VALVE
EP EDGE OF PAVEMENT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

#### ANNEXATION PLAT FOR

### FALCON REAL ESTATE DEVELOPMENT, LLC

SPARTANBURG COUNTY, SOUTH CAROLINA

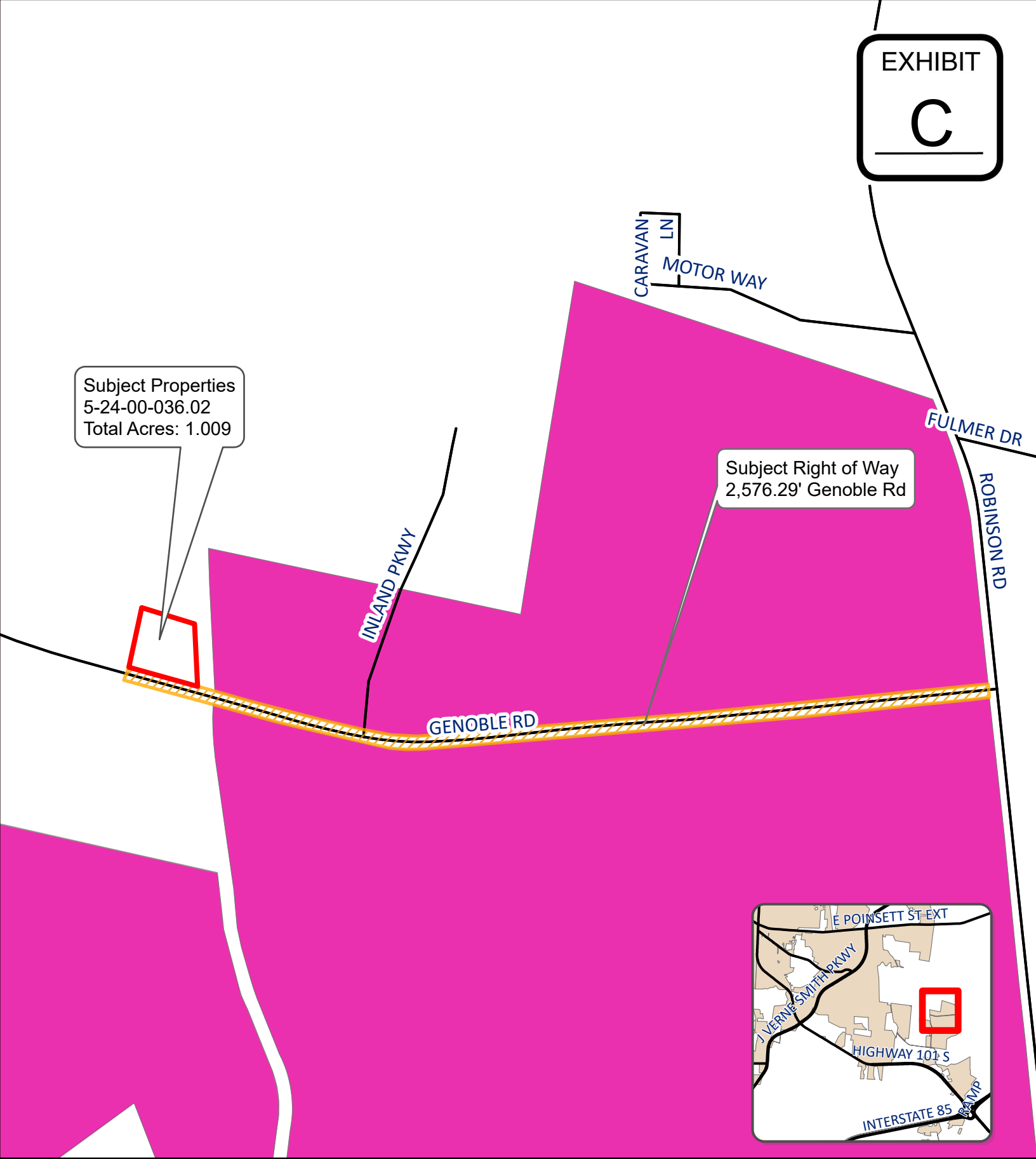
SCALE 1"=30'	PROPERTY ADDRESS 295 GENOBLE ROAD	TAX PIN 5-24-00-036.02
DATE 1/13/22	30 0 30 60	FIELD CREW -
		DRAWN BY JAM



## SITE DESIGN, INC.

CIVIL ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS

225 ROCKY CREEK ROAD, GREENVILLE, SC 29615  
PH: (864)271-0496  
www.sitedesign-inc.com



# Ordinance 6-2022

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 SC State Plane Coordinate System using the 1983 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.

Council Districts			
1	4	2	5
3	6		

N

0 40 80 120 160 Feet

Streets

Parcels

Right of Way

Annex Parcel

# EXHIBIT

## D

Program

RAILWAY

NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP

SPARTANBURG COUNTY,  
SOUTH CAROLINA  
(UNINCORPORATED AREAS)

PANEL 64 OF 275

COMMUNITY-PANEL NUMBER  
450176 0064 B

EFFECTIVE DATE:  
AUGUST 1, 1984



Federal Emergency Management Agency

RIVER

EFFECTS FROM  
RIVER (NORTH)  
ONE A7  
(EL 735)  
ZONE B

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.





### 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 295 GENOBLE ROAD, GREER, SC 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 5-24-00-036.02 attached hereto marked as Exhibit C containing approximately 1.009 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 5<sup>th</sup> day of Jan, 2022 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.

The applicant hereby requests that the property described be zoned to I-1 (INDUSTRIAL DISTRICT).

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant or restriction that is contrary to, conflicts with, or prohibits the activity described?

☐ Yes ☒ No

Print Name: Gabriel Alden Lee Watts  
Signature: [Signature]  
Address: 140 Fortenberry R.d. Woodruff S.C. 29388  
Witness: [Signature]  
Date: 1-5-22  
Phone number: 8643600409  
Email: gabrielwatts48@gmail.com

Print Name: Allen Badger Watts III  
Signature: [Signature]  
Address: 210 Fortenberry Rd Woodruff SC 29388  
Witness: [Signature]  
Date: 1-5-22  
Phone number: 8643614259  
Email: trewwatts85@gmail.com

**ZONING REPORT**  
**STAFF REPORT TO THE GREER PLANNING COMMISSION**  
**Monday, February 21, 2022**

---

**DOCKET:** AN 22-02

**APPLICANT:** Site Design, Inc.

**PROPERTY LOCATION:** Genoble Rd

**TAX MAP NUMBER:** 5-24-00-036.02

**REQUEST:** Annex and Zone I-1, Industrial

**SIZE:** 1.009 Acres

**COMPREHENSIVE PLAN:** Mixed Employment Community

**ANALYSIS:** **AN 22-02**

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**AN 22-02** is a request to annex an approximately one acre parcel located on Genoble Rd. The applicant is requesting to annex into the City and zone to I-1, Industrial. The applicant intends to combine the parcel with an adjacent property currently in the City for use as a future warehouse.

Surrounding land uses and zoning include:

North: Unzoned Spartanburg County  
East: I-1, Industrial (to be combined with subject property)  
South: Unzoned Spartanburg County  
West: Unzoned Spartanburg County

The land use map in the Comprehensive Plan identifies the area as Mixed Employment, which typically consist of an office park or corporate campus-like developments geared toward meeting the needs of mid- to large businesses. Characterized by a campus-style development pattern integrating jobs, amenities and places of residence. These often center around research, medical, manufacturing, assembly, and educational uses.

**Primary Uses:** Advanced manufacturing, research, office, mixed-use buildings, civic/institutional facilities

**Secondary Uses:** Open space, district commercial, multi-family residential

The request is compatible with surrounding land uses, including extensive industrial, and future land use designation; therefore staff supports the request.

**STAFF RECOMMENDATION: Approval**

**PLANNING COMMISSION RECOMMENDATION:**

**Action:** Mr. Lamb made a motion to approve. Mr. Lavender seconded the motion. The motion passed with a vote of 5-0.



**AGENDA**  
**GREER CITY COUNCIL**  
**3/8/2022**

**Bid Summary - Highway 29 and Interstate 85/Highway 14 Median Landscape Maintenance**

**Summary:**

The City of Greer Public Services Department solicited bids for the Highway 29 and Interstate 85/Hwy 14 median landscape maintenance. This solicitation resulted in three [3] contractors submitting bids for the job: Woodruff's Lawn Care [\$18,840/yr], Palmetto Landscape & Lawn Care [\$62,570/yr], Roebuck Wholesale Nursery & Landscaping [\$105,600/yr]. It is my recommendation that we award this bid to Palmetto Landscape & Lawn Care. While they are not the lowest bid, they are the lowest bidder who has the experience and personnel to fulfill the contract obligations.

Travis Durham, Interim Director of Public Services

**ATTACHMENTS:**

Description	Upload Date	Type
▣ Cover Memo	2/24/2022	Cover Memo
▣ Bid Summary	2/24/2022	Backup Material





## **MEMORANDUM**

**To:** Andrew Merriman, City Administrator

**From:** Travis Durham, Interim Director of Public Services

**Date:** February 21, 2022

**Re:** Median Maintenance Contract Award

The City of Greer Public Services Department solicited bids for the Highway 29 and Interstate 85/Hwy 14 median landscape maintenance. This solicitation resulted in three [3] contractors submitting bids for the job: Woodruff's Lawn Care [\$18,840/yr], Palmetto Landscape & Lawn Care [\$62,570/yr], Roebuck Wholesale Nursery & Landscaping [\$105,600/yr].

It is my recommendation that we award this bid to Palmetto Landscape & Lawn Care. While they are not the lowest bid, they are the lowest bidder who has the experience and personnel to fulfill the contract obligations.

Current contract amount is \$58,250 and is held by A&H Lawn Care and Roebuck Wholesale Nursery & Landscaping. I have accounted for the increase in the new contract amount within my 2022/2023 budget submission and will continue to do so moving forward.

Thank you.

**CITY OF GREER – CONTRACTD ROADSIDE MOWING & MEDIAN MAINTENANCE  
BID OPENING SHEET**

<b>Bid No.</b>	<b>Contractor Name</b>	<b>Finance Paperwork Included in Submission y/n</b>	<b>Business License Included in Submission y/n</b>	<b>Liability Insurance Form Included in Submission y/n</b>	<b>Bid Amount</b>
<b>1</b>	Palmetto Landscape & Lawn Care	Y	N	Y	62,570.00 Per Year
<b>2</b>	Roebuck Wholesale Nursery & Landscaping	Y	N	Y	Year 1 105,600.00 Year 2 108,780.00 Year 3 108,780.00
<b>3</b>	Woodruff's Lawn Care	Y	N	N	18,840 Per Year
<b>4</b>					
<b>5</b>					
<b>6</b>					
<b>7</b>					
<b>8</b>					
<b>9</b>					



**AGENDA**  
**GREER CITY COUNCIL**  
**3/8/2022**

**First Reading of Ordinance Number 2-2022**

**Summary:**

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY KATHY P. SMITH AND JAMES ALLEN SMITH III LOCATED AT 812 HARVEY ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY. (Action Required)

**Executive Summary:**

Ordinance #2-2022 is an annexation and zoning request for a portion of a parcel located at 812 Harvey Rd in Spartanburg County. The portion of the parcel for annexation consists of 12.61 acres. The requested zoning for the property is DRD, Design Review District for a future townhome community that will consist of up to 79 townhomes. The Planning Commission will conduct a public hearing on March 21, 2022 for the zoning of this parcel.

Ashley Kaade, Senior Planner

**ATTACHMENTS:**

Description	Upload Date	Type
❑ Cover Memo	3/1/2022	Cover Memo
❑ Ordinance Number 2-2022	3/1/2022	Ordinance
❑ Ord 2-2022 Exhibit A Deed of Distribution	3/1/2022	Exhibit
❑ Ord 2-2022 Exhibit B Survey	3/1/2022	Exhibit
❑ Ord 2-2022 Exhibit C Map	3/1/2022	Exhibit
❑ Ord 2-2022 Exhibit D FIRM	3/1/2022	Exhibit
❑ Ord 2-2022 Exhibit E Statement of Intent	3/1/2022	Exhibit
❑ Ord 2-2022 Exhibit F Site Plan	3/1/2022	Exhibit
❑ Ord 2-2022 Petition for Annexation	3/1/2022	Backup Material

# Memorandum

**To:** Mr. Andrew Merriman, City Administrator

**From:** Ashley Kaade, AICP, Senior Planner

**Subject:** Ordinance #2-2022

**Date:** March 1, 2022

**CC:** Tammy Duncan, Clerk to City Council

---

Ordinance #2-2022 is an annexation and zoning request for a portion of a parcel located at 812 Harvey Rd in Spartanburg County. The portion of the parcel for annexation consists of 12.61 acres. The requested zoning for the property is DRD, Design Review District for a future townhome community that will consist of up to 79 townhomes.

The Planning Commission will conduct a public hearing on March 21, 2022 for the zoning of this parcel.

**ORDINANCE NUMBER 2-2022**

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY KATHY P. SMITH AND JAMES ALLEN SMITH III LOCATED AT 812 HARVEY ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY.**

**WHEREAS**, Kathy P. Smith and James Allen Smith III are the sole owners of property located at 812 Harvey Road more particularly described on the legal description attached hereto marked as Exhibit A, the property description attached hereto marked as Exhibit B, the City of Greer Map attached hereto marked as Spartanburg County Parcel Number 9-05-01-010.03 containing approximately 12.61 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map Number 45083C0211E attached hereto marked as Exhibit D; the Statement of Intent attached hereto marked as Exhibit E; and the Site Plan attached hereto marked as Exhibit F; and,

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

**WHEREAS**, Kathy P. Smith and James Allen Smith III have petitioned the City of Greer to annex a portion of their property by one-hundred percent (100%) method provided for by South Carolina Code Section 5-3-150(3); and,

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

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

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

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

1. **ANNEXATION**: The 12.61 acres +/- property shown in red on the attached map owned by Kathy P. Smith and James Allen Smith III located at 812 Harvey Road as described on the attached City of Greer Map as Spartanburg County Parcel Number 9-05-01-010.03 is hereby annexed into the corporate city limits of the City of Greer.

2. **ANNEXATION OF 365.10 FEET OF HARVEY ROAD ROADWAY**: 365.10 feet of Harvey Road roadway along the edge of the annexed property owned by Kathy P. Smith and James Allen Smith III as shown in Exhibit C is hereby annexed into the corporate limits of the City of Greer.

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

4. **LAND USE MAP**: The above reference property shall be designated as Traditional Neighborhood Community on the Land Use Map contained within the 2030 Comprehensive Plan for the City of Greer.

5. **FLOOD INSURANCE RATE MAP**: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 45083C0211E.

6. **DISTRICT ASSIGNMENT**: The above referenced property 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:            March 8, 2022

Second and  
Final Reading:            Hold

**APPROVED AS TO FORM:**

---

John B. Duggan, Esquire  
City Attorney

**EXHIBIT****A**

STATE OF SOUTH CAROLINA )

IN THE PROBATE COURT )

COUNTY OF SPARTANBURG )

**DEED OF DISTRIBUTION** )

IN THE MATTER OF: )

**(Real Property Only)** )

JAMES ALLEN SMITH, JR. )

**NOT A WARRANTY DEED** )

(Decedent) )

CASE NUMBER: 2017ES4201137

*County where property is located If not above County:*

The undersigned states as follows:

Decedent died on JULY 5, 2017; and probate of the Estate is being administered in the Probate Court for SPARTANBURG County, South Carolina, in File #2017ES4201137.

I/We was/were appointed Personal Representative (s) on AUGUST 23, 2017.

Decedent owned real property described as follows:

Tax Map Number: 9-05-01-010.03

Street/Property Address: 812 HARVEY ROAD

Legal Description: ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH ALL IMPROVEMENTS LOCATED THEREON, LYING, SITUATE AND BEING IN THE COUNTY OF SPARTANBURG, STATE OF SOUTH CAROLINA, AND SHOWN AND DESIGNATED AS A TRACT OF LAND CONTAINING 14.47 ACRES, MORE OR LESS, ON A PLAT OF SURVEY PREPARED FOR JAMES ALLEN SMITH, JR. BY FREELAND – CLINKSCALES & ASSOCIATES OF NC, INC. DATED MARCH 22, 2018 AND RECORDED IN PLAT BOOK 174 AT PAGE 66, REGISTER OF DEEDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA.

THIS IS THE SAME PROPERTY CONVEYED TO THE DECEDENT BY DEED OF DORIS A. TAYLOR RECORDED JUNE 14, 1983 IN DEED BOOK 49-Q AT PAGE 888, AND BY DEED OF NANNIE T. SMITH RECORDED NOVEMBER 20, 1985 IN DEED BOOK 51-U AT PAGE 982, REGISTER OF DEEDS FOR SPARTANBURG COUNTY, SOUTH CAROLINA.

DEE-2018-21381



DEE BK 119-R PG 259-261

Recorded 3 Pages on 05/14/2018 03:07:19 PM

Recording Fee: \$10.00

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



This transfer is made pursuant to:

- ☐ Decedent's Will
- ☐ Intestacy Statute: SCPC 62-2-103
- ☒ Private Family Agreement: SCPC 62-3-912
- ☐ Disclaimer by: \_\_\_\_\_
- ☐ Probate Court Order issued on \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

In accordance with the laws of the State of South Carolina, the Personal Representative(s) does/do hereby release all of the Personal Representative's(s') right, title and interest, including statutory and/or testamentary powers, over the real property described to the beneficiaries named below:

Name: JAMES ALLEN SMITH, III  
Address: 313 OAK VALLEY DRIVE  
SIMPSONVILLE, SC 29681

\* Name: KATHY P. SMITH  
Address: 812 HARVEY ROAD  
GREER, SC 29651

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\* Address to send tax bill.

☐ An additional sheet is attached for names of additional beneficiaries (check, if applicable)

IN WITNESS WHEREOF the undersigned, as Personal Representative(s) of the above Estate, has executed this Deed of Distribution, on this 10 day of MAY, 2018.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Witness: Meghan Darby  
Print Name: Meghan Darby  
Witness: Joshua M Henderson  
Print Name: Joshua M Henderson

Estate of: JAMES ALLEN SMITH, JR.  
Signature of Personal Representative: Kathy P Smith  
Print Name: KATHY P. SMITH

If applicable,  
Signature of Co-Personal Representative: \_\_\_\_\_  
Print Name: \_\_\_\_\_

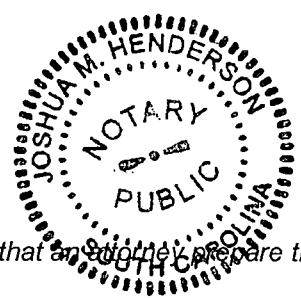
STATE OF SOUTH CAROLINA )  
  )  
  )

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG

I, Joshua M Henderson, Notary Public, a notary for the State of South Carolina do hereby certify that KATHY P. SMITH, as Personal Representative(s) of the Estate of JAMES ALLEN SMITH, JR., personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Distribution.

Witness my hand and seal this the 10 day of MAY, 2018.



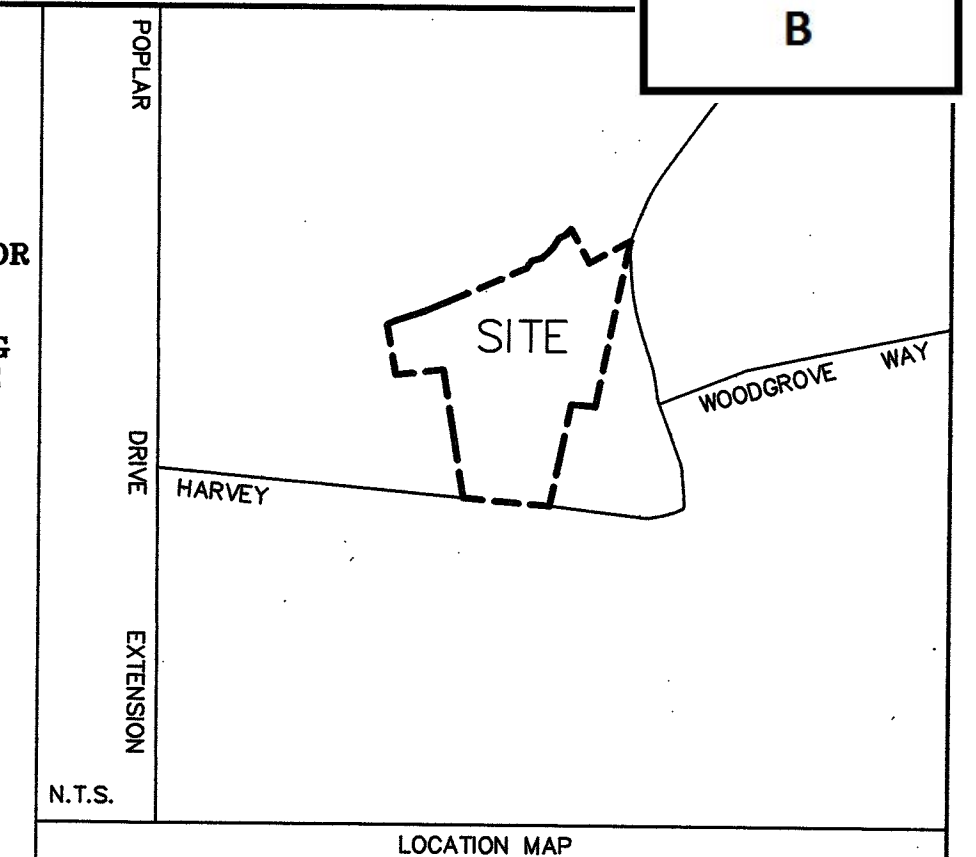
Joshua M Henderson (SEAL)  
(Signature of Notary Public)  
Joshua M Henderson  
(Print name of Notary Public)  
Notary Public for State of SC  
My Commission Expires: 12/10/25

Note: It is recommended that an attorney prepare this document and determine if a title examination is necessary.

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 23-33-01 E	25.80'
L2	N 01-07-49 E	59.51'
L3	N 09-53-02 E	72.62'

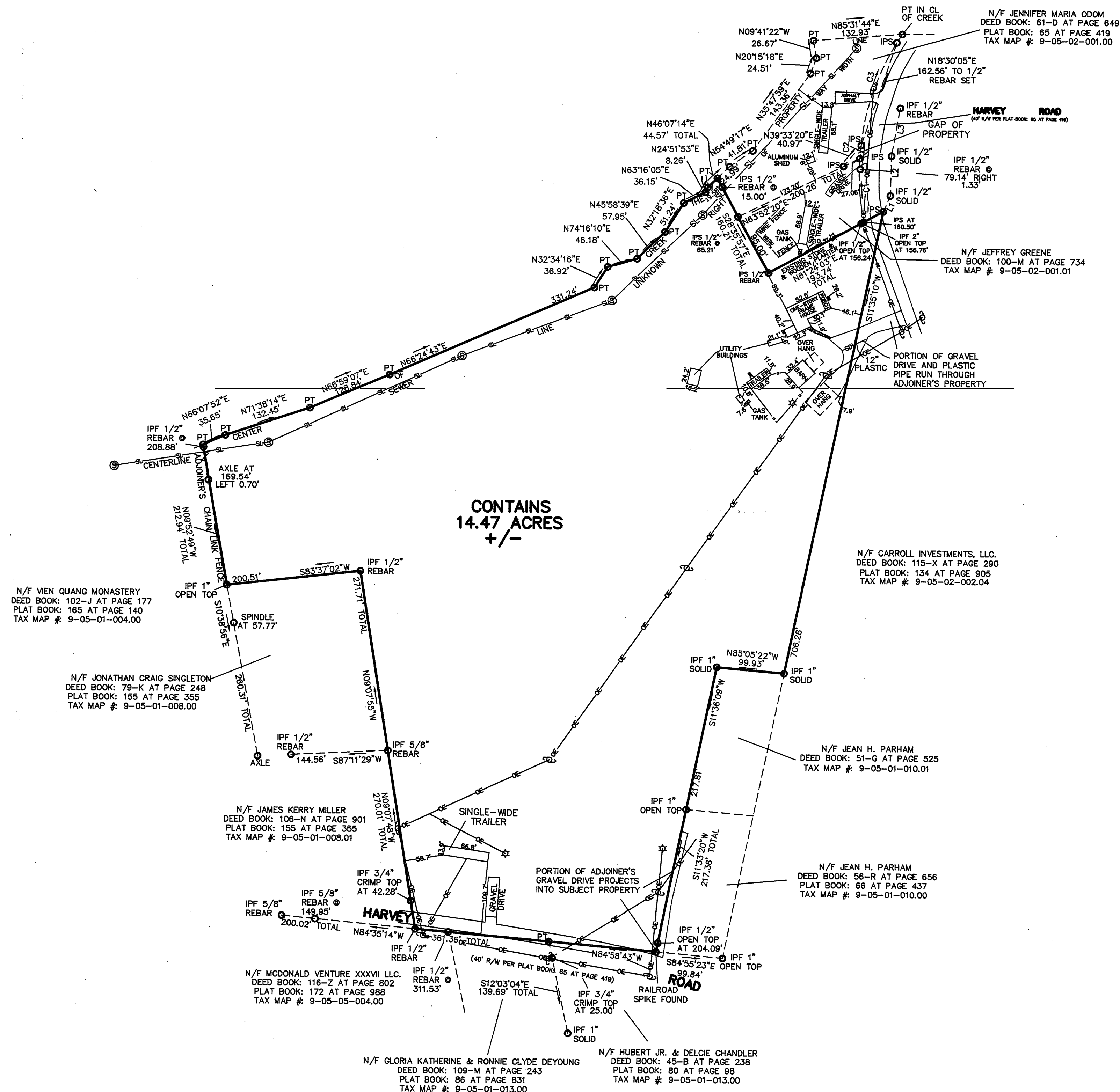
CURVE TABLE			
CURVE	DIRECTION	DISTANCE(Chord)	RADIUS
C1	N 03-58-52 W	95.00'	352.00
C2	N 05-12-50 E	19.75'	352.00
C3	N 19-43-20 E	177.12'	352.00

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



PLT-2018-19810  
PLT BK 174 PG 66-68  
Recorded 1 Pages on 05/04/2018 03:18:04 PM  
Recording Fee: \$10.00  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Dorothy Earle, Register Of Deeds

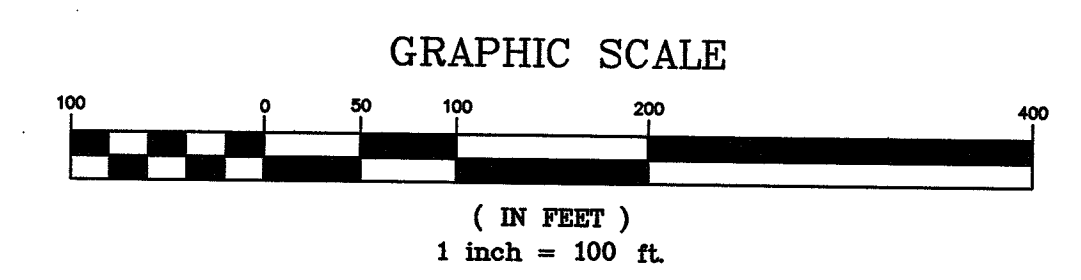
LEGEND	
IPF	IRON PIN FOUND
IPS	IRON PIN SET
— OE —	OVERHEAD POWER
— UT —	UNDERGROUND TELEPHONE
— G —	GAS LINE
— W —	WATER LINE
— SD —	STORM DRAIN
— U —	UTILITY POLE
— G —	GAS VALVE
— W —	WATER VALVE



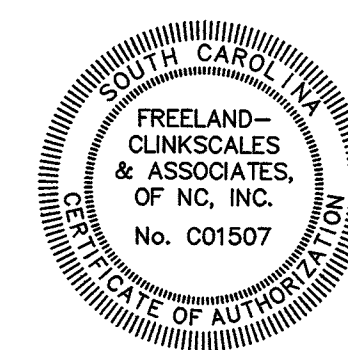
CONTAINS  
14.47 ACRES  
+/-

Before any land disturbing activities occur on any parcel, all applicable grading, encroachment, development, and building permits must be obtained from Spartanburg County prior to the commencement of any construction. Permits may also be required by DHEC and SCDOT.  
  
SPARTANBURG COUNTY PLANNING DEPARTMENT  
MAY 04 2018  
DATE

**FOR RECORDATION PURPOSES ONLY**  
This plat is not a subdivision as defined by Spartanburg County.  
MAY 04 2018  
DATE  
AUTHORIZED REPRESENTATIVE OF  
SPARTANBURG COUNTY PLANNING DEPARTMENT



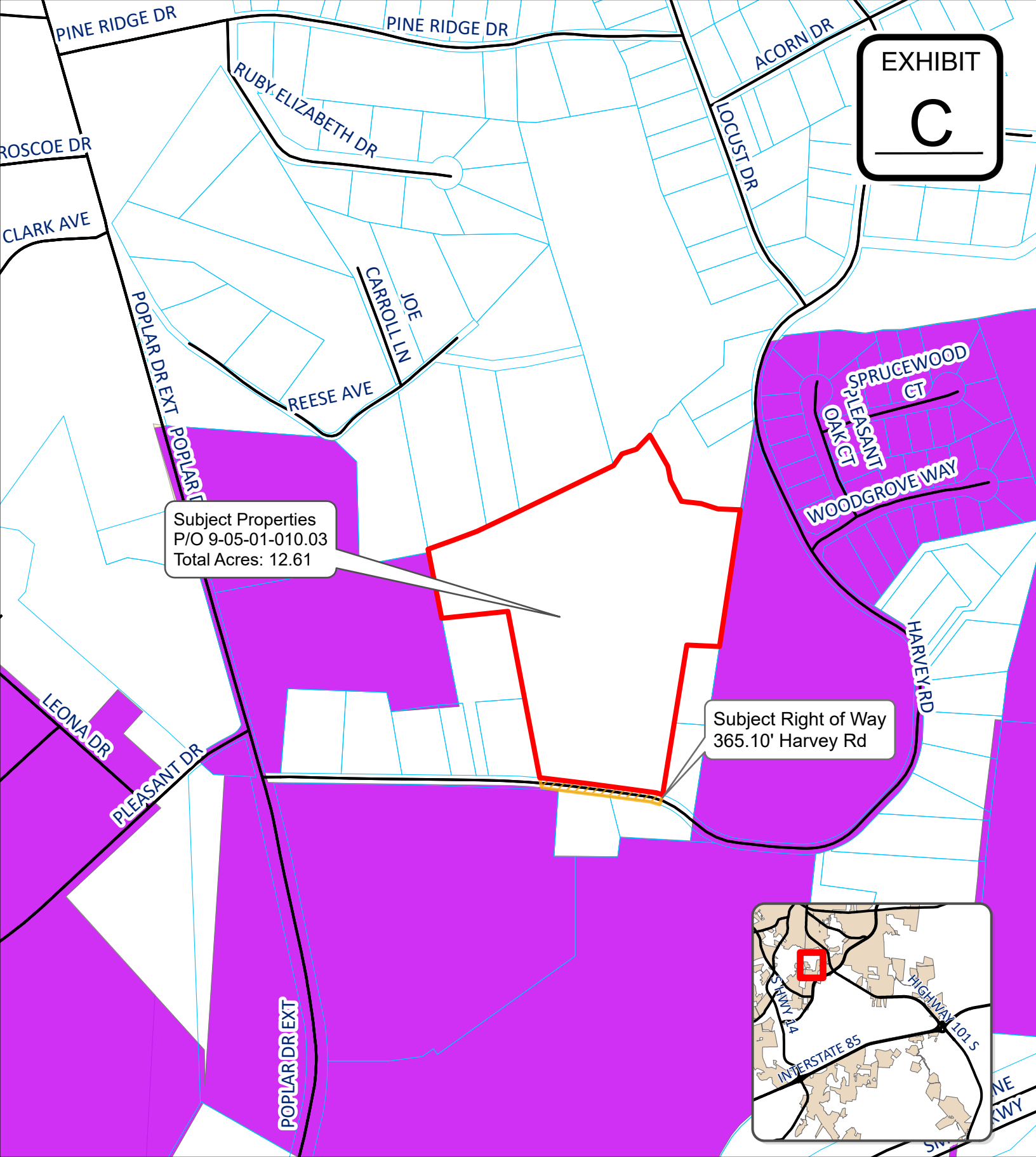
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.



STATE OF SOUTH CAROLINA SPARTANBURG COUNTY		FREELAND - CLINKSCALES & ASSOCIATES OF NC, INC. ENGINEERS - LAND SURVEYORS 440 SAINT ANDREW STREET SPARTANBURG, SC 29306 (864) 542-1540 (864) 542-1546 (FAX)	
BOUNDARY SURVEY		REF. PLAT BOOK: 51-U AT PAGE 982	
FOR JAMES ALLEN SMITH JR.		TAX MAP: 9-05-01-010.03	
(812 HARVEY ROAD)		PARTY CHIEF: DVC	
		DRAWN: DVC	
		DATE: 03-22-18	
		DWG. NO.: SP18046	

PLAT BOOK: 165 AT PAGE 140  
MAY 04 2018

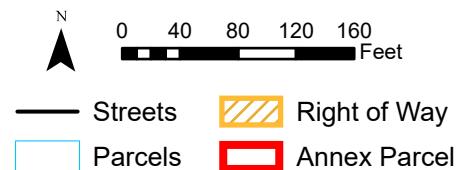




# Ordinance 2-2022

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 SC State Plane Coordinate System using the 1983 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.

Council Districts			
1	4	2	5
3	6		



Created 3/1/2022 by City of Greer GIS

# EXHIBIT

## D

### NATIONAL FLOOD INSURANCE RATE

SPARTANBURG COUNTY,  
SOUTH CAROLINA  
and Incorporated Areas

PANEL 211 OF 555



FEMA

Panel Contains:

COMMUNITY

SPARTANBURG COUNTY

NUMBER PANEL SUFFIX

450176 0211 E

National Flood Insurance Program

Spartanburg County  
Unincorporated Areas  
450176

POPLAR DR EXT

HARVEY RD

City of Greer  
(AREA NOT INCLUDED)

VERSION NUMBER  
2.3.3.3

MAP NUMBER  
45083C0211E

MAP REVISED  
MAY 4, 2021

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

# **Harvey Road**

## **±12.2-Acre Single Family Attached (Townhome) Development (DRD Zoning) Harvey Road – Greer, SC**

### **Statement of Intent**

**December 10, 2020**

**REV: January 21, 2022**

**REV: February 22, 2022**

### **Community Development**

The development planned for this ±12.61-acre tract along Harvey Road will utilize the DRD zoning classification. The community will consist of single family attached residences. The roads within the community will be built to the City of Greer road standards and dedicated to the City of Greer. Infrastructure improvements will consist of rolled curb and gutter along internal roads, public water mains, public sewer mains, storm drainage, and common area (open space) to be owned and maintained by the HOA.

The existing topography & terrain will be utilized to maximize the residential space. The common grounds will be a mixture of undisturbed and disturbed open space. To the maximum extent possible, the developer will preserve existing vegetation along the exterior property boundary. A residential buffer will be installed per the City of Greer where the project is adjacent to residential uses. An entrance monument and landscaping will be installed along the entrance off Harvey Road. A road buffer will be installed along Harvey Road per the City of Greer. Stormwater management ponds will be installed along the northern property line of the development to address stormwater runoff and water quality treatment for the community.

### **Phasing & Density**

The overall density of the project will not exceed (79) single-family dwellings or roughly 6.26 units per acre. The project will not be phased. If the development proceeds as expected, the development will take 8-12 months and construction will take approximately 2 years.

### **Homes & Materials**

The homes will all be similar in sizing. The square footage per home will be a minimum of 1,500 square feet. Exterior building materials may consist of Hardie Board, brick, and/or stone. Exterior building materials will have a minimum combination of two of the listed materials. Exterior colors will be a range of earth tones.

### **Amenities & Landscaping**

The proposed development will include at least 3.40 acres of open space area with maximum efforts to preserve existing vegetation around the wetland areas and along the exterior property boundaries. A residential buffer will be installed per the City of Greer where the project is adjacent to residential uses. The entrance drive located off Harvey Road will be landscaped and will contain an entrance monument for the neighborhood. A road buffer will be installed along Harvey Road per the City of Greer. Exterior sidewalks will be provided along Harvey Road frontage where possible. Exterior sidewalks may be relocated to more suitable areas in order to keep the current landscape intact. The stormwater management pond(s) may be dry or wet depending on water sources determined in the design phase.

Fences and/or landscaping around the pond(s) will comply with current regulations. The developer will provide passive common areas which will consist of the following amenities: a pocket park in the smaller centralized common space with uses conducive to the community and a nature trail in the larger common space.

### **Sewer/Water**

There is an existing sanitary sewer main located along the northern side of the property that is maintained by the Greer Commission of Public Works. This sewer will serve the site. Public water is available along Harvey Road to serve the development, owned and maintained by Greer Commission of Public Works. The new sewer and water mains built within the community will be built to public standards and turned over to Greer Commission of Public Works.

### **Setbacks/Buffers**

All the proposed setbacks for this project are as follows:

- 20' minimum setback from all internal road rights-of-way (Excludes Sight Triangle lines);
- 5' minimum setback from all rear property lines;
- 5' minimum setback from the side property lines of an end unit;
- 0' minimum setback from all side property lines of middle units;
- 25' minimum setback from exterior property lines (This is intended to be a building setback only, but maximum efforts will be taken to preserve natural vegetation in these areas to buffer surrounding properties;) and
- 30' minimum setback from Harvey Road's dedicated right-of-way.

### **Other Public Improvements & Facility Impact**

All storm features will be constructed to meet applicable design standards and turned over to the Homeowners Association (HOA) for ownership and maintenance. The common area, stormwater ponds, and entrance features will be privately owned and maintained by the established Homeowners Association (HOA). All construction will be in accordance with applicable building codes, zoning ordinances, and all other state and local laws and ordinances.









### 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 812 Harvey Rd, Greer, SC 29651 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 9-05-01-010.03 attached hereto marked as Exhibit C containing approximately 12.61 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 22<sup>ND</sup> day of FEBRUARY, 2022 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.

The applicant hereby requests that the property described be zoned to DRD.

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant or restriction that is contrary to, conflicts with, or prohibits the activity described?

☐ Yes ☒ No

Print Name: Kathy P. Smith  
 Signature: [Signature]  
 Address: 812 Harvey Rd, Greer, SC. 29651  
 Witness: [Signature]  
 Date: 11/10/2021  
 Phone number: 864-630-9271  
 Email: jksmithhillfarm@gmail.com

Print Name: James Allen Smith III  
 Signature: [Signature]  
 Address: 812 Harvey Rd, Greer, SC. 29651  
 Witness: [Signature]  
 Date: 11/10/2021  
 Phone number: 864-430-3089  
 Email: chevupower68@gmail.com



**AGENDA**  
**GREER CITY COUNCIL**  
**3/8/2022**

**First Reading of Ordinance Number 3-2022**

**Summary:**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND HARVEY DEVELOPMENT, LLC, WITH RESPECT TO INFRASTRUCTURE IMPROVEMENTS IN THE CITY OF GREER, AND OTHER MATTERS RELATED THERETO (Action Required)

**Executive Summary:**

Ordinance 3-2022 is a Development Agreement between the City of Greer and Harvey Development LLC for infrastructure improvements in the City of Greer. The agreement is related to Ordinance 2-2022, which is a request to annex property into the City for a future townhome community.  
Ashley Kaade, Senior Planner

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣ Cover Memo	3/2/2022	Cover Memo
▣ Ordinance Number 3-2022	3/3/2022	Ordinance
▣ Ord 3-2022 Exhibit A Annexation Development Agreement	3/2/2022	Exhibit
▣ Ord 3-2022 Site Plan for Agreement (Exhibit A)	3/2/2022	Backup Material
▣ Ord 3-2022 Map for Agreement (Exhibit B)	3/2/2022	Backup Material

# Memorandum

**To:** Mr. Andrew Merriman, City Administrator

**From:** Ashley Kaade, AICP, Senior Planner

**Subject:** Ordinance 3-2022

**Date:** March 1, 2022

**CC:** Tammy Duncan, Clerk to City Council

---

Ordinance 3-2022 is a Development Agreement between the City of Greer and Harvey Development LLC for infrastructure improvements in the City of Greer. The agreement is related to Ordinance 2-2022, which is a request to annex property into the City for a future townhome community.

**ORDINANCE NUMBER 3-2022**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND HARVEY DEVELOPMENT, LLC, WITH RESPECT TO INFRASTRUCTURE IMPROVEMENTS IN THE CITY OF GREER, AND OTHER MATTERS RELATED THERETO**

WHEREAS, pursuant to Greer City Ordinance Number 2-2022, the property owners for a parcel of land designated as Spartanburg County Tax Map Parcel Number 9-05-01-010.03 has petitioned to annex the Property into the City of Greer, South Carolina; and,

WHEREAS, Harvey Development, LLC, or its assigns, intends to purchase and develop a single family housing project on the Property; and,

WHEREAS, the parties desire to enter into the Agreement attached hereto as Exhibit “A” (“Agreement”) whereby the Developer agrees to the payment identified in the Agreement in exchange for the City’s annexation of the Property which the City agrees to use for capital projects in the City; and,

WHEREAS, the development on the Property will serve the interests of the City by expanding housing opportunities, providing meaningful development, and by increasing the City’s tax base; and,

WHEREAS, the Mayor and Council conclude that the Agreement is in the best interests of the City;

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

1. Upon approval of Ordinance Number 2-2022, the Mayor of the City is hereby authorized to execute and deliver the 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 which are not inconsistent with the matters contained herein.

This ordinance shall take effect immediately upon second reading approval thereof.

**CITY OF GREER, SOUTH CAROLINA**

---

Richard W. Danner, Mayor

**ATTEST:**

---

Tammela Duncan, Municipal Clerk

Introduced By:

First Reading:            March 8, 2022

Second and  
Final Reading:            Hold

Approved as to Form:

---

Daniel R. Hughes, City Attorney

# EXHIBIT

## A

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into effective as of **March 1, 2022** by and among **Harvey Development, LLC** (“**Developer**”), a corporation registered and authorized to do business in the State of South Carolina, its permitted successors and assigns, and the City of Greer (the “City”), a South Carolina municipal corporation.

### WITNESSETH:

WHEREAS, **Developer** intends to purchase and develop a subdivision consistent with the preliminary site plan attached hereto as Exhibit “A” on **approximately 12** acres of property located at **812 Harvey Rd. Greer, SC 29651**, and identified on the GIS Map attached hereto as Exhibit “B” as **Spartanburg** County Tax Map No. **9-05-01-010.03** (“Property”); and,

WHEREAS, **Developer** desires to annex the Property into the City of Greer to receive the benefit of City services; and,

WHEREAS, pursuant to S.C. Code Ann. §6-1-1050 (1976), a developer may enter into an agreement providing for payments to a governmental entity to help offset the financial impact a new development has upon the cost of public infrastructure instead of impact fees; and,

WHEREAS, the parties desire to enter into this Agreement whereby the City annexes the Property in exchange for payment from **Developer** to the City according to the terms herein, which the City commits to use for capital improvement projects; and,

WHEREAS, the development of the Property will serve the interests of the City by expanding housing opportunities, by providing meaningful development, and by increasing the City’s tax base.

NOW THEREFORE, in consideration of the recitals set forth above, and the consents, mutual covenants and agreements set forth below, **Developer** and the City agree as follows:

1. **Annexation.** Subject to the approval by Greer City Council by ordinance, the City agrees to annex the Property.

2. **Payment to the City.** **Developer** shall pay to the City the amount of **Seventy-nine** Thousand and no/100ths (**\$79,000.00**) Dollars (the “Payment”) within thirty (30) days of the date of annexation, which the City agrees to use for capital improvement

projects in the City. **Developer** shall have no obligation to make this payment to the City until such time as the Property is annexed into the City.

4. **Notices.** All notices requests, demands or other communications hereunder shall be in writing and deemed given (a) by depositing same in the United States mail, certified mail, return receipt requested, with postage prepaid, addressed to the party at the address shown below, (b) when delivered personally, (c) the day following the date said in communication is deposited for next morning delivery with a nationally recognized overnight courier service, or (d) on the day said communication is sent by e-mail, with receipt confirmed, as follows:

**City:**

**The City of Greer  
ATTN: City Administrator  
301 East Poinsett Street  
Greer, SC 29651  
amerriman@cityofgreer.org**

**Developer:**

**Harvey Development, LLC  
ATTN: Development Department  
8 Sycamore Drive  
Greenville, SC 29607  
coltonm@ze-nith.com**

5. **Absence of Certain Commercial Practices.** Neither **Developer** nor any officer, member, director, employee or agent of them (nor any person acting on behalf of any of the foregoing), has given or agreed to give any gift or similar benefit, including, without limitation, any contribution, payment or expenditure, of more than normal value to any customer, supplier, City or other governmental employee or official or any other person who is or may be in a position to help or hinder the foregoing entities or assist them in connection with any actual or proposed activity described in this Agreement.

6. **Attorneys' Fees and Costs of Collection.** In the event of any litigation, contest, dispute, suit, proceeding or action (collectively an "Action") instituted by a party to this agreement regarding this Agreement, the non-prevailing party to this agreement shall pay the prevailing party reasonable expenses and attorneys' fees to be determined by the court. Each of the parties shall be responsible for its own professional fees and expenses incurred in connection with the drafting and review of this Agreement and any amendments thereto.

7. **No Joint Venture.** Neither this Agreement nor any agreements, instruments, documents or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making **Developer** a partner or joint venturer with the

City or as creating any similar relationship or entity. Neither party has the authority to act on behalf of or bind the other party concerning this Agreement.

8. **Defaults and Remedies.**

A. Events of Default. The following are “Events of Default” under this Agreement:

a. Failure by **Developer** to make the Payment, which failure has not been cured within thirty (30) days following receipt of written notice from the City specifying the delinquency in payment and requesting that it be remedied;

b. Failure by **Developer** to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within thirty (30) days following receipt of written notice from the City specifying such failure and requesting that it be remedied, unless **Developer** has instituted corrective action within the thirty (30) day period and is diligently pursuing corrective action until the default is corrected, in which case the thirty (30) day period is extended to include the period during which **Developer** is diligently pursuing corrective action;

c. A representation or warranty made by the City which is deemed materially incorrect when deemed made; or

d. Failure by the City to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within thirty (30) days after written notice from **Developer** to the City specifying such failure and requesting that it be remedied, unless the City, as the case may be, has instituted corrective action within the thirty (30) day period and is diligently pursuing corrective action until the default is corrected, in which case the thirty (30) day period is extended to include the period during which the City is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond ninety (90) days from delivery of notice of a failure of performance.

B. Remedies on Default.

a. If an Event of Default by **Developer** has occurred and is continuing, then the City may take any one or more of the following remedial actions: (i) terminate the Agreement; or (ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default.



b. If an Event of Default by the City has occurred and is continuing, **Developer** may take one or more of the following actions: (i) bring an action for specific enforcement; (ii) terminate the Agreement; or (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

C. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

9. **Mediation.** Prior to the commencement of any litigation, the parties agree to mediate any dispute concerning this Agreement and will share equally the costs for the mediation except that each will pay their own attorney. The parties agree to agree upon a mediator located within twenty-five (25) miles of the City of Greer.

10. **No Third Party Beneficiaries.** The terms, provisions, conditions and requirements made and set forth herein are solely for the benefit of the parties hereto, and their permitted assigns. It is specifically further intended that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto, and their permitted assigns.

11. **Organization and Power.** **Developer** represents and warrants to the City that it (i) is a corporation organized, validly existing, and in good standing under the laws of the State of South Carolina, (ii) has the power to engage in the transactions contemplated hereby; and (iii) has the full power, authority and legal right to execute and deliver this Agreement and other documents and to perform and observe the terms and provisions thereof. The City represents and warrants to **Developer** that it has the right, power and authority to execute and deliver this Agreement and to perform and observe the terms thereof. This Agreement, when executed and delivered by the parties, is a valid and binding obligation of the parties and is enforceable in accordance with its terms, subject to the conditions precedent set forth above.

12. **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Articles, Sections, Subsections, paragraphs, clauses, subclauses or Exhibits shall refer to the corresponding Article, Section, Subsection, paragraph, clause, subclause of, or Exhibit attached to, this Agreement unless specific reference is made to the articles, sections or other subdivisions of an exhibit to another document or instrument.

13. **Indemnification.** **Developer** shall indemnify, defend and hold the City and its elected or appointed officials, employees and agents harmless with respect to any and all suits, claims, liabilities of every kind, nature and description arising out of this Agreement except as may arise out of (i) the negligence or willful misconduct of the City, or its elected or appointed officials, employees, agents or contractors or (ii) acts performed by the City which are outside of the authority of the City under this Agreement. Such indemnity shall include all costs and expenses incurred by such indemnitee arising from any suit, claim or liability, including all reasonable attorneys' fees.

14. **Assignment.** Without the prior consent of the City, **Developer** shall have the right to assign or in any manner transfer this Agreement or any interest herein to: (a) any direct or indirect wholly-owned subsidiary of **Developer**, (b) any entity that controls **Developer**, (c) any entity under common control with **Developer**, (d) any entity that purchases substantially all of the assets or ownership interests in **Developer**, or (e) any entity that results from a merger, consolidation or restructuring of **Developer**. Except as provided in the preceding sentence, **Developer** shall not directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, assign this Agreement without the prior written consent of the City, whose consent shall not be unreasonably withheld, conditioned or delayed. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective permitted assigns of said parties.

15. **Miscellaneous.**

A. In the event any party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, acts of war, terrorist acts, civil unrest, riots, newly announced or enacted governmental restrictions, labor disputes which are regional or national in scope (excluding disputes with laborers employed by the party claiming delay), abnormal adverse weather conditions not reasonably anticipated, unavoidable material shortages, governmental shutdowns, forced closures of private business or governmental offices by governmental authorities, epidemic, serious illness or plagues, pandemic, disease, state or national health emergency or similar outbreak or other unavoidable casualty loss, and any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the reasonable control of such party.

B. This Agreement, and all of its exhibits and incorporated documents, constitutes the entire integrated agreement among the parties relating to the work and

items described herein, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral.

C. The City and **Developer** acknowledge that they and their counsel have reviewed and had the opportunity to revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

D. Failure of any party hereto to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver by any party of its right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina.

G. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

H. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays and any state or national holidays. If the date or last date to perform any act or to give any notice is a Saturday, Sunday, or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not Saturday, Sunday, or state or national holiday.

I. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute on and the same Agreement. Executed counterparts of this Agreement transmitted by facsimile shall be deemed to constitute an original for all purposes.

J. This Agreement cannot be amended, changed, discharged or terminated orally, but only by an instrument in writing signed by the parties to this Agreement.


K. The commitments made by the City in this Agreement are commitments to **Developer** and its permitted assigns only, and are otherwise nontransferable.

[SIGNATURE PAGES TO FOLLOW]

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the Agreement by providing below the signature of their authorized officers.

WITNESSES:

HARVEY DEVELOPMENT, LLC

  
Christian Balaguer

BY:




ITS: Owner

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

ACKNOWLEDGEMENT

The forgoing instrument was acknowledged before me this 1st day of March, 2022, by Josiah T. Pott as Owner of Harvey Development, LLC.

  
Notary Public for South Carolina  
My Commission Expires: 01/05/2031

Justin Matthews  
Printed Name of Notary



WITNESSES:

CITY OF GREER

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF SOUTH CAROLINA

)

)

COUNTY OF GREENVILLE

)

ACKNOWLEDGEMENT

The forgoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2022, by \_\_\_\_\_ as  
\_\_\_\_\_ of City of Greer.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary



<b>TABLE 1 - LOCATION AND ACREAGE OF USES</b>			
	ACREAGE USE		
DEVELOPMENT AREA	9.21	SINGLE-FAMILY	
OPEN SPACE	3.40	ATTACHED RESIDENTIAL	
NOT INCLUDED	1.68	COMMON/OPEN SPACE	
<b>TOTAL PARCEL</b>	<b>14.29</b>	PORTION EXCLUDED	
<b>TABLE 2 - DENSITY</b>			
	UNITS	ACREAGE	DENSITY
<b>TOTAL</b>	<b>79</b>	<b>12.61</b>	<b>6.26</b>
<b>TABLE 3 - PARKING</b>			
PROJECT	2 PER DWELLING UNIT		
GUEST	16 SPACES		
KIOSK	2 SPACES		

NOTES:

17. ELECTRICAL POWER BY GREER CPW.
18. STREET LIGHTING SHALL BE TRADITIONAL LED FIXTURE.
19. NATURAL GAS BY PIEDMONT NATURAL GAS. TAMMIE WOLFE, 864-350-1779.
20. SANITARY SEWER COLLECTION BY GREER CPW.
21. FIRE PROTECTION BY THE CITY OF GREER.
22. TELEPHONE TO BE PROVIDED BY AT&T.
23. CABLE TELEVISION TO BE PROVIDED BY CHARTER COMMUNICATIONS.
24. STORMWATER MANAGEMENT AND SEDIMENT REDUCTION PLAN WILL BE PREPARED FOR THIS PROPERTY AND WILL BE APPLIED FOR LAND DISTURBING ACTIVITIES. EACH PROPERTY OWNER WILL COMPLY WITH THIS PLAN UNLESS AN INDIVIDUAL PLAN IS PREPARED AND APPROVED FOR THAT PROPERTY. PERMANENT STORMWATER WATER MANAGEMENT FACILITIES TO BE OWNED AND MAINTAINED BY THE HOMEOWNER ASSOCIATION IN ACCORDANCE WITH LAWS AND RULES.
25. FINAL PLAT WILL INDICATE FINAL DRAINAGE AND UTILITY EASEMENTS.
26. TEMPORARY AND PERMANENT STORM WATER AND EROSION CONTROL MEASURES TO BE APPROVED BY COUNTY ENGINEER.
27. BOUNDARY INFORMATION TAKEN FROM DEEDS ON FILE WITH SPARTANBURG COUNTY.
28. TOPOGRAPHIC INFORMATION FROM SPARTANBURG COUNTY GIS - 5' CONTOUR INTERVALS.
29. FLOODPLAIN DOES NOT EXIST ON SITE PER FEMA FIRM PANEL 45045C0361F AND 45083C0211E EFFECTIVE 5/4/2021.
30. A TREE PROTECTION PLAN WILL BE PREPARED FOR THIS SITE IN KEEPING WITH THE CITY OF GREER.
31. OPEN SPACE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
32. SIDEWALKS WILL BE 5' WIDE. DETECTABLE WARNING STRIPS TO BE PROVIDED AT SIDE WALK RAMPS AND CURB CUTS.
33. RETAINING WALLS ARE NOT PROPOSED FOR THIS DEVELOPMENT.
34. HARVEY ROAD IS A CONNECTOR ROAD. A 44' RIGHT-OF-WAY WILL BE PROVIDED AND THE ROAD WILL BE WIDENED AS SHOWN ON THE PLANS OR A FEE IN LIEU OF ROAD IMPROVEMENTS NEGOTIATED WITH THE PLANNING DEPARTMENT.
35. A TRAFFIC IMPACT STUDY WILL BE PERFORMED AND MAY REQUIRE TURN LANES.
36. FIRE HYDRANTS ARE SHOWN ON THE PLAN - THEY SHALL BE INSTALLED WITH 5" STORZ COLLECTION ON LARGE DIAMETER OUTLET.
37. 16 GUEST SPACES PROVIDED ON SITE.

# EXHIBIT



LANDSCAPE ARCHITECTS - CIVIL ENGINEER  
LAND SURVEYORS - LAND PLANNERS  
PO Box 263, Greenville, SC 29602  
864.235.3589  
postmaster@aldllc.net

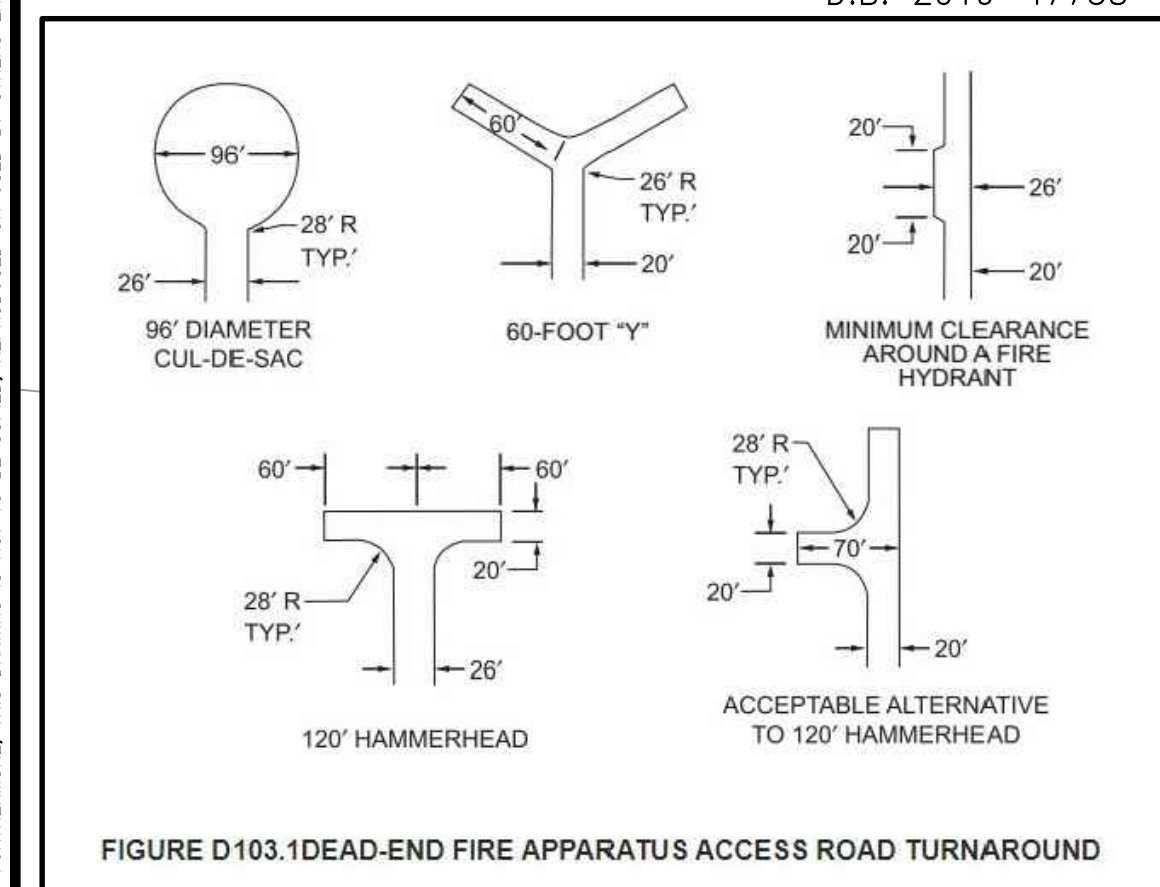
## REVISIONS

### LEGEND

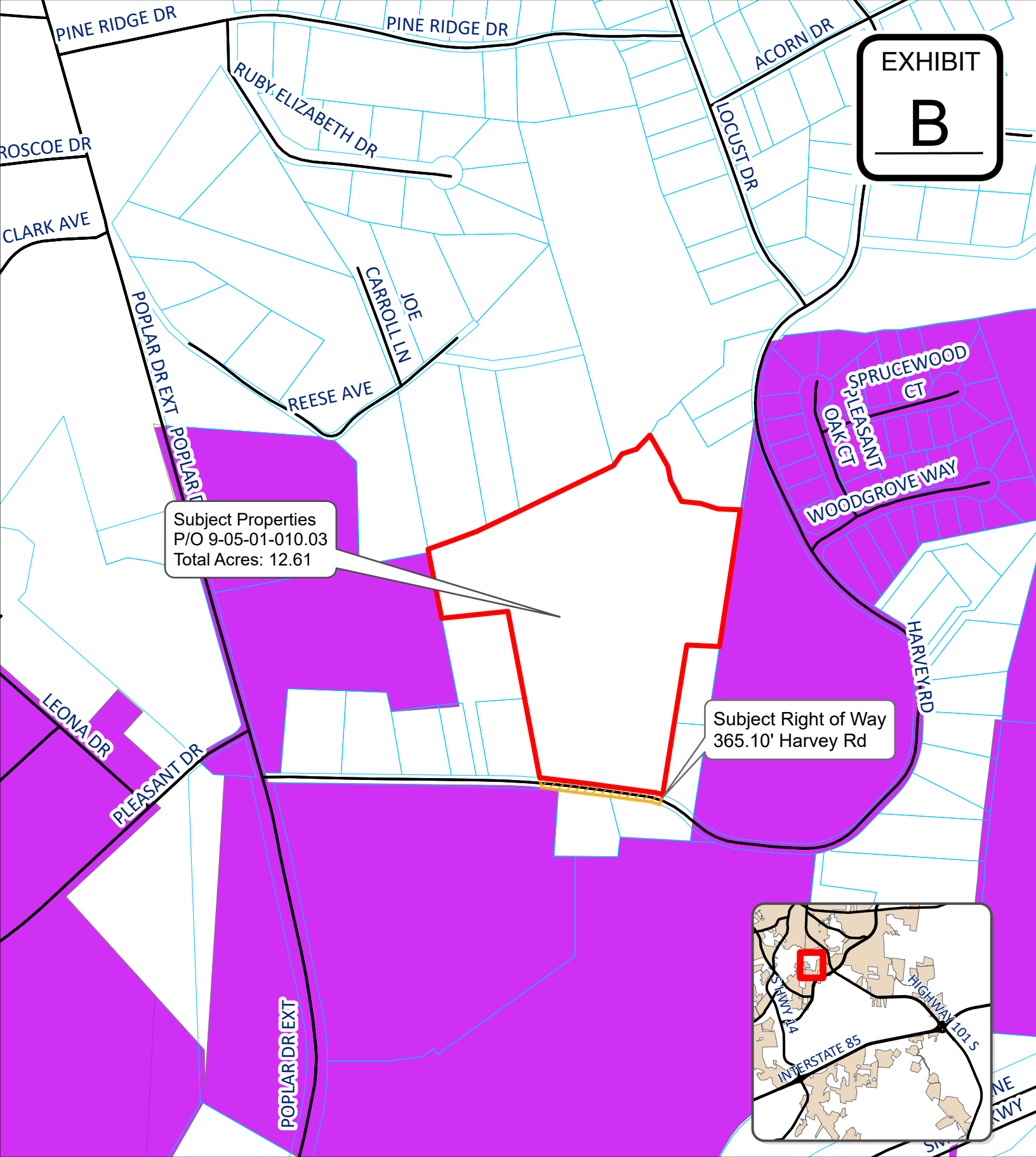
HARVEY  
ROAD

SHEET NO.

2 OF 2





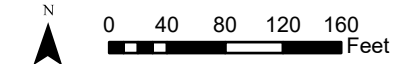


# Ordinance 2-2022

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 SC State Plane Coordinate System using the 1983 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.

Council Districts

- 1
- 2
- 3
- 4
- 5
- 6



- Streets
- Parcels
- Right of Way
- Annex Parcel



**AGENDA**  
**GREER CITY COUNCIL**  
**3/8/2022**

**First Reading of Ordinance Number 11-2022**

**Summary:**

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY DEBORAH A. KRELL TRUST LOCATED ON MAYFIELD ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-10 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTIES. (Action Required)

**Executive Summary:**

Ordinance 11-2022 is an annexation and zoning request for two parcels located on Mayfield Rd in Spartanburg County. The parcels for annexation consist of 75.14 acres. The requested zoning for the property is R-10, Single-family Residential. The applicant intends to combine the parcels and develop a single-family detached subdivision. The Planning Commission will conduct a public hearing on March 21, 2022 for the zoning of this parcel.

Ashley Kaade, Senior Planner

**ATTACHMENTS:**

Description	Upload Date	Type
❑ Cover Memo	3/3/2022	Cover Memo
❑ Ordinance Number 11-2022	3/3/2022	Ordinance
❑ Ord 11-2022 Exhibit A Title to Real Estate	3/3/2022	Exhibit
❑ Ord 11-2022 Exhibit B Survey	3/3/2022	Exhibit
❑ Ord 11-2022 Exhibit C Map	3/3/2022	Exhibit
❑ Ord 11-2022 Exhibit D FIRM	3/3/2022	Exhibit
❑ Ord 11-2022 Petition for Annexation	3/3/2022	Backup Material



# Memorandum

**To:** Mr. Andrew Merriman, City Administrator

**From:** Ashley Kaade, AICP, Senior Planner

**Subject:** Ordinance 11-2022

**Date:** March 2, 2022

**CC:** Tammy Duncan, Clerk to City Council

---

Ordinance 11-2022 is an annexation and zoning request for two parcels located on Mayfield Rd in Spartanburg County. The parcels for annexation consist of 75.14 acres. The requested zoning for the property is R-10, Single-family Residential. The applicant intends to combine the parcels and develop a single-family detached subdivision.

The Planning Commission will conduct a public hearing on March 21, 2022 for the zoning of this parcel.

**ORDINANCE NUMBER 11-2022**

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY DEBORAH A. KRELL TRUST LOCATED ON MAYFIELD ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-10 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTIES.**

**WHEREAS**, Deborah A. Krell Trust is the sole owner of properties located on Mayfield Road more particularly described on the legal description attached hereto marked as Exhibit A, the property description attached hereto marked as Exhibit B, the City of Greer Map attached hereto marked as Spartanburg County Parcel Numbers 5-29-00-090.00 and 5-29-00-091.00 containing approximately 75.14 +/- acres attached hereto marked as Exhibit C, and the National Flood Insurance Program Flood Insurance Rate Map Number 45083C0218D attached hereto marked as Exhibit D; and,

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

**WHEREAS**, Deborah A. Krell Trust has petitioned the City of Greer to annex her 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 owner has requested that the subject properties be zoned R-10 (Single Family Residential 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 75.14 acres +/- properties shown in red on the attached map owned by Deborah A. Krell Trust located on Mayfield Road as described on the attached City of Greer Map as Spartanburg County Parcel Numbers 5-29-00-090.00 and 5-29-00-091.00 are hereby annexed into the corporate city limits of the City of Greer.

2. ANNEXATION OF 2841.08 FEET OF MAYFIELD ROAD ROADWAY AND 1875.17 FEET OF ABNER CREEK ROAD ROADWAY: 2841.08 feet of Mayfield Road roadway and 1875.17 feet of Abner Creek Road roadway along the edge of the annexed properties owned by Deborah A. Krell Trust as shown in Exhibit C is hereby annexed into the corporate limits of the City of Greer.

3. ZONING ASSIGNMENT: The above referenced properties shall be zoned R-10 (Single Family Residential District) pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.

4. LAND USE MAP: The above reference properties shall be designated as Suburban Neighborhood on the Land Use Map contained within the 2030 Comprehensive Plan for the City of Greer.

5. FLOOD INSURANCE RATE MAP: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 45083C0218D.

6. 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:

First Reading:            March 8, 2022

Second and  
Final Reading:            Hold

**APPROVED AS TO FORM:**

---

John B. Duggan, Esquire  
City Attorney

DEE-2021030958  
 Recorded 4 on 06/07/2021 12:11:40 PM  
 Recording Fee: \$15.00  
 Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
 DOROTHY EARLE REGISTER OF DEEDS  
 BK:DEE 132-M PG:283-286

**Deed Only** Prepared by: Heather G. Hunter, P.O. Box 891, Spartanburg, SC 29304

STATE OF SOUTH CAROLINA )

COUNTY OF SPARTANBURG )

**TITLE TO REAL ESTATE**

Grantee's Address:  
 257 Arbours Commons Court  
 Spartanburg, SC 29307

**KNOW ALL MEN BY THESE PRESENTS**, that I, **DEBORAH A. KRELL**, also known as **DEBORAH ANNE KRELL**,

*No Consideration - This conveyance being a contribution to a Grantor Trust,*

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto **DEBORAH A. KRELL, AS TRUSTEE OF THE DEBORAH A. KRELL REVOCABLE TRUST U/A DATED 6/3/2021**, Her Successors and Assigns:

**Parcel 1: 257 Arbours Commons Court, Spartanburg, SC; Tax Map No. 7-10-09-174.11**

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Lot No. 8 on a plat of survey for The Arbours Commons, by Blackwood Associates, Inc., dated October 8, 2004 and recorded in the Office of the Register of Deeds for Spartanburg County, SC in Plat Book 156, at Page 896. See said plat(s) and record(s) thereof for a more complete and particular description.

This property is conveyed subject to the Restrictive Covenants as recorded in the Register of Deeds Office for Spartanburg County in Deed Book 81-R, at Page 349.

This being the same property conveyed to Deborah A. Krell by deed of Connie D. McCallister, aka Connie B. McCallister and Allen H. McCallister, dated October 23, 2020, and recorded October 26, 2020, in Deed Book 129-T, at Page 249, Office of the Register of Deeds for Spartanburg County.

**Parcel 2: Mayfield Road, Duncan, SC; Tax Map No. 5-29-00-090.00**

All that certain piece, parcel or tract of land in the County of Spartanburg, State of South Carolina, shown and designated as Tract "B", containing 79.681 acres, more or less, subject to road right-of-way, on plat entitled "Survey for Krell Estate", dated September 7, 1999, made by Neil R. Phillips & Company, Inc., and described according to said plat as fronting on Abner

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, Mary-Stewart Loring, a Notary Public in and for the County and State aforesaid, certify that DEBORAH A. KRELL, also known as DEBORAH ANNE KRELL, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this 3 day of June, 2021.

Mary-Stewart Loring

Notary Public for South Carolina

My Commission Expires: 2-1-31



DEE-2021034819  
Recorded 3 on 06/24/2021 08:38:18 AM  
Recording Fee: \$15.00  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
DOROTHY EARLE REGISTER OF DEEDS  
BK:DEE 132-S PG:953-955

Deed Only Prepared by: Heather G. Hunter, P.O. Box 891, Spartanburg, SC 29304

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

**TITLE TO REAL ESTATE**

Grantee's Address:  
257 Arbours Commons Court  
Spartanburg, SC 29307

Tax Map No. 5-29-00-091.00

**KNOW ALL MEN BY THESE PRESENTS**, that I, **DEBORAH A. KRELL**, also known as **DEBORAH KRELL**, also known as **DEBORAH ANNE KRELL**,

*No Consideration - This conveyance being a contribution to a Grantor Trust,*

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto **DEBORAH A. KRELL, AS TRUSTEE OF THE DEBORAH A. KRELL REVOCABLE TRUST U/A DATED 6/3/2021**, Her Successors and Assigns:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as 14.68 acres, more or less, on Mayfield Road, upon that certain plat entitled "Survey for Rolling Hills at Willow Creek Phase 2/Mayfield Road," dated May 2, 2007 prepared by Mitchell Surveying, P.L.S., #18201, recorded in the Office of the Register of Deeds for Spartanburg County in Plat Book 161, at Page 570, reference to which is hereby craved for a more complete and accurate description.

This being the same property conveyed to Deborah Krell by deed of distribution in the Estate of Clisby Harrell Krell, Jr., dated June 14, 2021, and recorded June 22, 2021, in Deed Book 132-S, at Page 373, Office of the Register of Deeds for Spartanburg County. Reference is also made to deed of Rolling Hills at Willow Creek Phase II, LLC, to Clisby H. "Cibby" Krell, Jr. and Deborah Anne Krell, dated October 1, 2007, and recorded October 8, 2007, in Deed Book 89-T, at Page 256, said Register of Deeds Office.

**TO HAVE AND TO HOLD** all and singular the said premises before mentioned unto the said grantee, and the grantee's heirs, successors and assigns forever. And the grantor does hereby bind itself and its heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said grantee and the grantee's heirs, successors and assigns against itself and its heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to recorded easements, rights-of-way, and restrictions affecting the property, if any.

STATE OF SOUTH CAROLINA )  
COUNTY OF SALUDA )

**AFFIDAVIT FOR EXEMPT TRANSFERS**

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

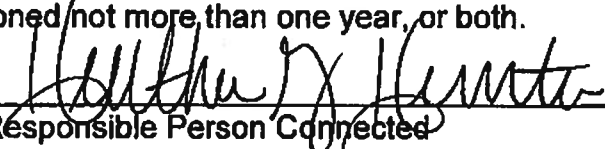
1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 14.68 acres, more or less, Mayfield Road bearing Spartanburg County Tax Map Number 5-29-00-091.00, was transferred by Deborah A. Krell, also known as Deborah Krell, also known as Deborah Anne Krell, to Deborah A. Krell, as Trustee of The Deborah A. Krell Revocable Trust U/A Dated June 3, 2021 on June 23, 2021

3. The deed is exempt from the deed recording fee because: this conveyance is a contribution to a grantor trust (8)

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 \_\_\_\_\_ of 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: Attorney

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.

  
Responsible Person Connected  
with the Transaction

**SWORN** to before me this  
23 day of JUNE, 2021

Heather G. Hunter  
Print or Type Name Here

 (Seal)

Notary Public for South Carolina

Print Notary's Name: ANN POWERS GWINN

My Commission expires: 11 21 26



EXHIBIT

B

MAG. NORTH

NELLIE T. RUMSEY  
PLAT BOOK 33, PAGE 54

RODDY D. DONAHUE  
DEED BOOK 31Y, PAGE 346

EUNICE MILLER  
DEED BOOK 56A, PAGE 327  
PLAT BOOK 35, PAGE 211  
PLAT BOOK 33, PAGE 54

MATT BECHAM  
DEED BOOK 27R, PAGE 456  
PLAT BOOK 43, PAGE 403

JOHN M. CHEWHING  
DEED BOOK 52Z, PAGE 414

DEED BOOK 50P, PAGE 257

AREA = 75.140 ACRES  
SUBJECT TO ROAD RIGHT-OF-WAY

DEED BOOK 53G, PAGE 570

WORLDWIDE  
FINANCIAL SERVICES  
DEED BOOK 55P, PAGE 571  
PLAT BOOK 91, PAGE 879

PLAT BOOK 72, PAGE 237

JOHN CURRIN  
DEED BOOK  
41Y, PAGE 640

ROBERT THACKSTON  
DEED BOOK 53Y, PAGE 268  
PLAT BOOK 86, PAGE 594

SUSAN THACKSTON  
PLAT BOOK 86, PAGE 594

DAVID SMITH  
DEED BOOK 44S, PAGE 915  
PLAT BOOK 79, PAGE 655

EDNA HENDRIX

LEONARD ROAD

MAYFIELD ROAD  
(S 42-133)  
24' PAVED - 66' R/W

PELHAM ROAD  
(S 42-63)  
24' PAVED - 66' R/W

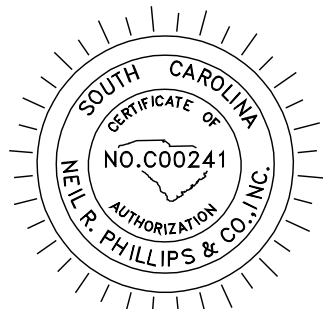
DEYOUNG ROAD

SURVEY FOR:

Krell Estate

BEING ALL OR A PORTION OF THE PROPERTY AS DESCRIBED IN DEED BOOK 50P, PAGE 257 AND DEED BOOK 53G, PAGE 570. ALSO SEE PLAT BOOK 72, PAGE 237, PLAT BOOK 91, PAGE 879 AND OTHER DEEDS AND PLATS AS HEREON REFERENCED.

SEAL:



I HEREBY CERTIFY TO: THE KRELL ESTATE

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 OF A CLASS "C" SURVEY AS SPECIFIED THEREIN.

THAT THE PROPERTY ☐ IS ☒ IS NOT WITHIN THE 100 YEAR FLOOD HAZARD ZONE AS DEFINED ON COMMUNITY PANEL NO. 450176-0126-B OF THE FLOOD INSURANCE RATE MAPS FOR SPARTANBURG COUNTY DATED 1 AUGUST 1984.

Neil R. Phillips

NEIL R. PHILLIPS & COMPANY, INC. BY NEIL R. PHILLIPS AS PRESIDENT

THE CERTIFICATE(S) ABOVE SHALL ONLY APPLY IF THIS SHEET CONTAINS AN ORIGINAL SIGNATURE BY THE SURVEYOR AND THE SURVEYORS SEAL HAS BEEN EMBOSSED.

- DENOTES IRON PIN SET.
- DENOTES IRON PIN FOUND.
- DENOTES NAIL & CAP SET.
- DENOTES NAIL & CAP FOUND.

LOCATION: 10.5 MILES SOUTH WEST OF SPARTANBURG CITY LIMITS  
COUNTY: SPARTANBURG STATE: SOUTH CAROLINA

DATE: 31 AUG. 1999 BLOCK MAP: 5-29-00 PARCEL: 90-91 MIKE WEST  
SHEET: 5-29-00 JOE WHISENANT

SCALE: 1" = 200'

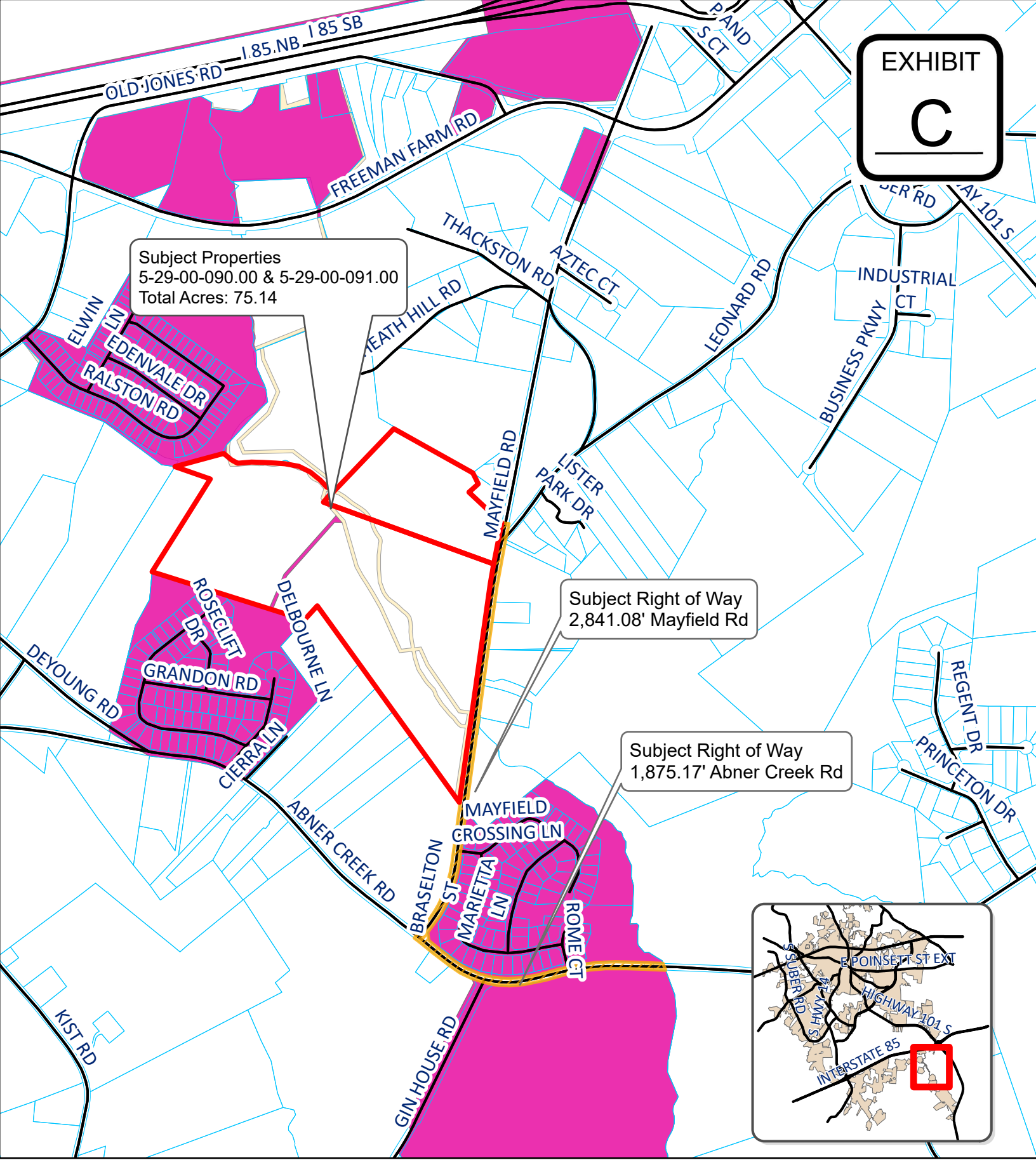
-200 -100 0 200 400 600

NEIL R. PHILLIPS & COMPANY, INC.

TELE: (864) 576-2790  
TELE: (864) 576-9665

1116 BLACKSTOCK ROAD  
MOORE, SOUTH CAROLINA  
29369

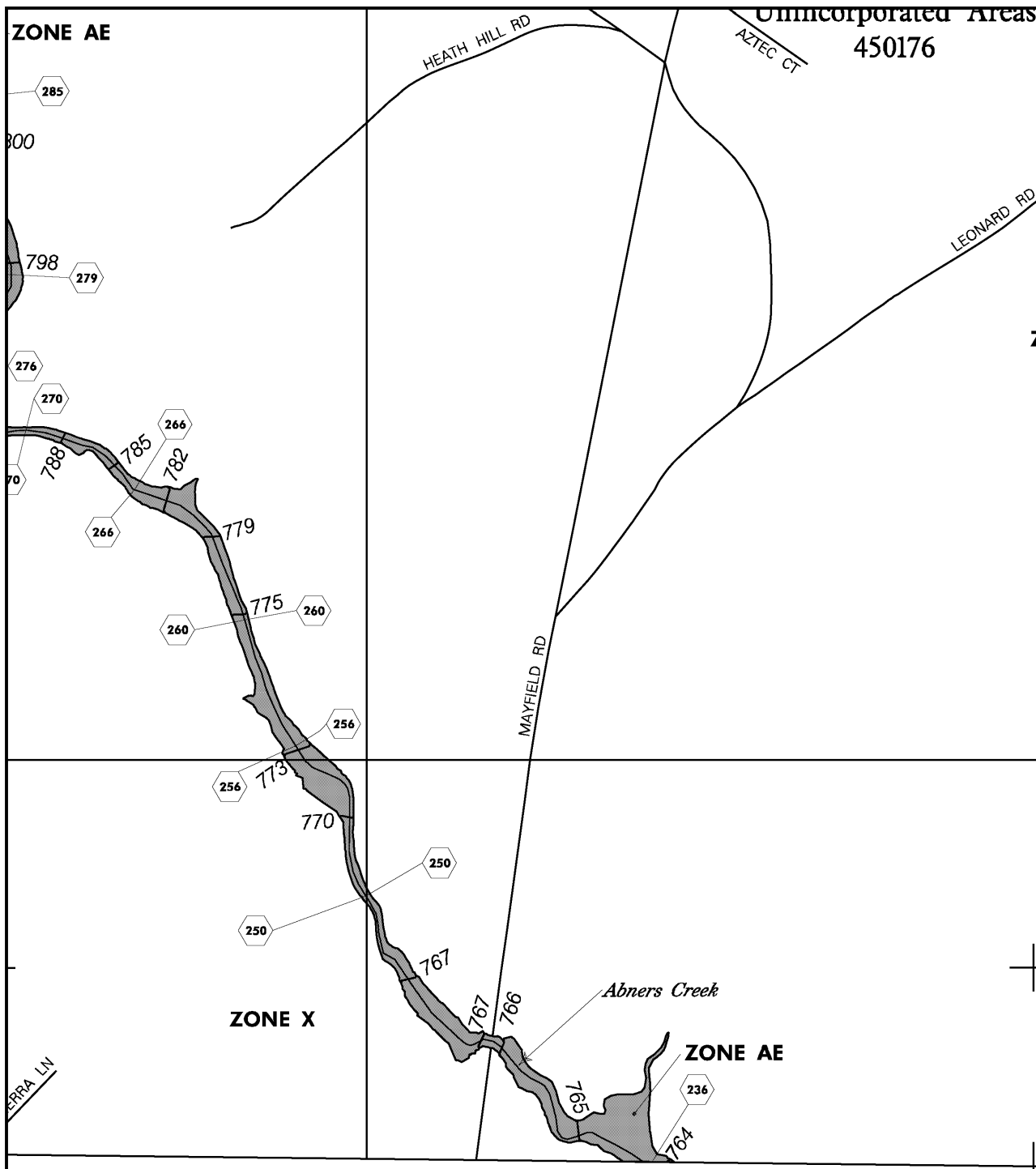
E-MAIL: ACADJOE@AOL.COM  
FAX: (864) 576-9424



Ordinance 11-2022

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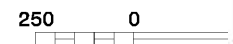
# EXHIBIT D



Unincorporated Areas call the National Flood Insurance

450176

MAP SCALE



NFIP

PANEL 0218D

## FIRM FLOOD INSURANCE RATE MAP

SPARTANBURG COUNTY,  
SOUTH CAROLINA  
AND INCORPORATED AREAS

PANEL 218 OF 555

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
SPARTANBURG COUNTY	450176	0218	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  
45083C0218D

EFFECTIVE DATE  
JANUARY 6, 2011

Federal Emergency Management Agency

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.



### 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 0 Mayfield Road, Greer, SC 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 5-29-00-090.00 and 5-29-00-091.00 attached hereto marked as Exhibit C containing approximately 74 +/- 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 16 day of February, 2022 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.

The applicant hereby requests that the property described be zoned to Residential.

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant or restriction that is contrary to, conflicts with, or prohibits the activity described?

☐ Yes ☒ No

Print Name: Deborah A. Krell Revocable Trust U/A

Signature: Deborah A. Krell Revocable Trust

Address: 257 Arbours Commons Ct, Spartanburg, SC 29307

Witness: Stanley M. Pack, agent/Broker

Date: 2/16/2022

Phone number: 864-398-1055

Email: debbiekrell@charter.net

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_





**AGENDA**  
**GREER CITY COUNCIL**  
**3/8/2022**

**First Reading of Ordinance Number 12-2022**

**Summary:**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND RP&L, LLC, WITH RESPECT TO INFRASTRUCTURE IMPROVEMENTS IN THE CITY OF GREER, AND OTHER MATTERS RELATED THERETO (Action Required)

**Executive Summary:**

Ordinance 12-2022 is a Development Agreement between the City of Greer and RP&L, LLC for infrastructure improvements in the City of Greer. The agreement is related to Ordinance 11-2022, which is a request to annex property into the City for a future single-family subdivision.  
Ashley Kaade, Senior Planner

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣ Cover Memo	3/3/2022	Cover Memo
▣ Ordinance Number 12-2022	3/3/2022	Ordinance
▣ Ord 12-2022 Exhibit A Development Agreement	3/3/2022	Exhibit
▣ Ord 12-2022 Development Agreement Exhibit A Concept Plan	3/3/2022	Backup Material
▣ Ord 12-2022 Development Agreement Exhibit B Map	3/3/2022	Backup Material

# Memorandum

**To:** Mr. Andrew Merriman, City Administrator

**From:** Ashley Kaade, AICP, Senior Planner

**Subject:** Ordinance 12-2022

**Date:** March 1, 2022

**CC:** Tammy Duncan, Clerk to City Council

---

Ordinance 12-2022 is a Development Agreement between the City of Greer and RP&L, LLC for infrastructure improvements in the City of Greer. The agreement is related to Ordinance 11-2022, which is a request to annex property into the City for a future single-family subdivision.

**ORDINANCE NUMBER 12-2022**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND RP&L, LLC, WITH RESPECT TO INFRASTRUCTURE IMPROVEMENTS IN THE CITY OF GREER, AND OTHER MATTERS RELATED THERETO**

WHEREAS, pursuant to Greer City Ordinance Number 11-2022, the property owners for parcels of land designated as Spartanburg County Tax Map Parcel Numbers 5-29-00-090.00; and 5-29-00-091.00 (collectively the “Property”) have petitioned to annex the Property into the City of Greer, South Carolina; and,

WHEREAS, RP&L, LLC, or its assigns, intends to purchase and develop a single family housing project on the Property; and,

WHEREAS, the parties desire to enter into the Agreement attached hereto as Exhibit “A” (“Agreement”) whereby the Developer agrees to the payment identified in the Agreement in exchange for the City’s annexation of the Property which the City agrees to use for capital projects in the City; and,

WHEREAS, the development on the Property will serve the interests of the City by expanding housing opportunities, providing meaningful development, and by increasing the City’s tax base; and,

WHEREAS, the Mayor and Council conclude that the Agreement is in the best interests of the City;

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

1. Upon approval of Ordinance Number 11-2022, the Mayor of the City is hereby authorized to execute and deliver the 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 which are not inconsistent with the matters contained herein.

This ordinance shall take effect immediately upon second reading approval thereof.

**CITY OF GREER, SOUTH CAROLINA**

---

Richard W. Danner, Mayor

**ATTEST:**

---

Tammela Duncan, Municipal Clerk

Introduced By:

First Reading:            March 8, 2022

Second and  
Final Reading:            Hold

Approved as to Form:

---

Daniel R. Hughes, City Attorney



STATE OF SOUTH CAROLINA )  
 ) DEVELOPMENT AGREEMENT  
 COUNTY OF SPARTANBURG )

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of 2/25, 2022 by and among RP&L, LLC ("Developer"), a corporation registered and authorized to do business in the State of South Carolina, its permitted successors and assigns, and the City of Greer (the "City"), a South Carolina municipal corporation.

**WITNESSETH:**

WHEREAS, RP&L, LLC intends to purchase and develop a subdivision consistent with the preliminary site plan attached hereto as Exhibit "A" on 74+/- acres of property located at Mayfeild Rd., and identified on the GIS Map attached hereto as Exhibit "B" as Spartanburg County Tax Map No. 5-29-00-090.00 & 5-29-00-091.00 ("Property"); and,

WHEREAS, RP&L, LLC desires to annex the Property into the City of Greer to receive the benefit of City services; and,

WHEREAS, pursuant to S.C. Code Ann. §6-1-1050 (1976), a developer may enter into an agreement providing for payments to a governmental entity to help offset the financial impact a new development has upon the cost of public infrastructure instead of impact fees; and,

WHEREAS, the parties desire to enter into this Agreement whereby the City annexes the Property in exchange for payment from RP&L, LLC to the City according to the terms herein, which the City commits to use for capital improvement projects; and,

WHEREAS, the development of the Property will serve the interests of the City by expanding housing opportunities, by providing meaningful development, and by increasing the City's tax base.

NOW THEREFORE, in consideration of the recitals set forth above, and the consents, mutual covenants and agreements set forth below, RP&L, LLC and the City agree as follows:

1. **Annexation.** Subject to the approval by Greer City Council by ordinance, the City agrees to annex the Property.

2. **Payment to the City.** RP&L, LLC shall pay to the City the amount of \$217,000.00 Two Hundred Seventy one Thousand and no/100ths (the "Payment") within thirty (30) days of the date of annexation, which the City agrees to use for capital improvement projects in the City. RP&L, LLC shall have no obligation to make this payment to the City until such time as the Property is annexed into the City.

4. **Notices.** All notices requests, demands or other communications hereunder shall be in writing and deemed given (a) by depositing same in the United States mail, certified mail, return receipt requested, with postage prepaid, addressed to the party at the address shown below, (b) when delivered personally, (c) the day following the date said in communication is deposited for next morning delivery with a nationally recognized overnight courier service, or (d) on the day said communication is sent by e-mail, with receipt confirmed, as follows:

City:                      **The City of Greer**  
                                 **ATTN: City Administrator**  
                                 **301 East Poinsett Street**  
                                 **Greer, SC 29651**  
                                 **amerriman@cityofgreer.org**

**RP&L,LLC**                      **Att: Doug Hunt**  
**Developer:**                      **156 Milestone Way STE. D**  
   **Greenville, SC, 29615**

5. **Absence of Certain Commercial Practices.** Neither \_\_\_\_\_ nor any officer, member, director, employee or agent of them (nor any person acting on behalf of any of the foregoing), has given or agreed to give any gift or similar benefit, including, without limitation, any contribution, payment or expenditure, of more than normal value to any customer, supplier, City or other governmental employee or official or any other person who is or may be in a position to help or hinder the foregoing entities or assist them in connection with any actual or proposed activity described in this Agreement.

6. **Attorneys' Fees and Costs of Collection.** In the event of any litigation, contest, dispute, suit, proceeding or action (collectively an "Action") instituted by a party to this agreement regarding this Agreement, the non-prevailing party to this agreement shall pay the prevailing party reasonable expenses and attorneys' fees to be determined by the court. Each of the parties shall be responsible for its own professional fees and expenses incurred in connection with the drafting and review of this Agreement and any amendments thereto.

7. **No Joint Venture.** Neither this Agreement nor any agreements, instruments, documents or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making RP&L, LLC a partner or joint venturer with the City or as creating any similar relationship or entity. Neither party has the authority to act on behalf of or bind the other party concerning this Agreement.

8. **Defaults and Remedies.**

A. Events of Default. The following are "Events of Default" under this Agreement:

a. Failure by RP&L, LLC to make the Payment, which failure has not been cured within thirty (30) days following receipt of written notice from the City specifying the delinquency in payment and requesting that it be remedied;

b. Failure by RP&L, LLC to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within thirty (30) days following receipt of written notice from the City specifying such failure and requesting that it be remedied, unless RP&L, LLC has instituted corrective action within the thirty (30) day period and is diligently pursuing corrective action until the default is corrected, in which case the thirty (30) day period is extended to include the period during which RP&L, LLC is diligently pursuing corrective action;

c. A representation or warranty made by the City which is deemed materially incorrect when deemed made; or

d. Failure by the City to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within thirty (30) days after written notice from RP&L, LLC to the City specifying such failure and requesting that it be remedied, unless the City, as the case may be, has instituted corrective action within the thirty (30) day period and is diligently pursuing corrective action until the default is corrected, in which case the thirty (30) day period is extended to include the period during which the City is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond ninety (90) days from delivery of notice of a failure of performance.

**B. Remedies on Default.**

a. If an Event of Default by RP&L, LLC has occurred and is continuing, then the City may take any one or more of the following remedial actions: (i) terminate the Agreement; or (ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default.

b. If an Event of Default by the City has occurred and is continuing, RP&L, LLC may take one or more of the following actions: (i) bring an action for specific enforcement; (ii) terminate the Agreement; or (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**C. Remedies Not Exclusive.** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every

such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

9. **Mediation.** Prior to the commencement of any litigation, the parties agree to mediate any dispute concerning this Agreement and will share equally the costs for the mediation except that each will pay their own attorney. The parties agree to agree upon a mediator located within twenty-five (25) miles of the City of Greer.

10. **No Third Party Beneficiaries.** The terms, provisions, conditions and requirements made and set forth herein are solely for the benefit of the parties hereto, and their permitted assigns. It is specifically further intended that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto, and their permitted assigns.

11. **Organization and Power.** RP&L,LLC represents and warrants to the City that it (i) is a corporation organized, validly existing, and in good standing under the laws of the State of South Carolina, (ii) has the power to engage in the transactions contemplated hereby; and (iii) has the full power, authority and legal right to execute and deliver this Agreement and other documents and to perform and observe the terms and provisions thereof. The City represents and warrants to RP&L, LLC that it has the right, power and authority to execute and deliver this Agreement and to perform and observe the terms thereof. This Agreement, when executed and delivered by the parties, is a valid and binding obligation of the parties and is enforceable in accordance with its terms, subject to the conditions precedent set forth above.

12. **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and the plural shall include the singular. Titles of Articles and Sections in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Articles, Sections, Subsections, paragraphs, clauses, subclauses or Exhibits shall refer to the corresponding Article, Section, Subsection, paragraph, clause, subclause of, or Exhibit attached to, this Agreement unless specific reference is made to the articles, sections or other subdivisions of an exhibit to another document or instrument.

13. **Indemnification.** RP&L, LLC shall indemnify, defend and hold the City and its elected or appointed officials, employees and agents harmless with respect to any and all suits, claims, liabilities of every kind, nature and description arising out of this Agreement except as may arise out of (i) the negligence or willful misconduct of the City, or its elected or appointed officials, employees, agents or contractors or (ii) acts performed by the City which are outside of the authority of the City under this Agreement. Such indemnity shall include all costs and expenses incurred by such indemnitee arising from any suit, claim or liability, including all reasonable attorneys' fees.

14. **Assignment.** Without the prior consent of the City,  
\_\_\_\_\_ shall have the right to assign or in any manner transfer

this Agreement or any interest herein to: (a) any direct or indirect wholly-owned subsidiary of RP&L, LLC, (b) any entity that controls RP&L, LLC, (c) any entity under common control with RP&L, LLC, (d) any entity that purchases substantially all of the assets or ownership interests in RP&L, LLC, or (e) any entity that results from a merger, consolidation or restructuring of RP&L, LLC. Except as provided in the preceding sentence, RP&L, LLC shall not directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, assign this Agreement without the prior written consent of the City, whose consent shall not be unreasonably withheld, conditioned or delayed. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective permitted assigns of said parties.

15. **Miscellaneous.**

A. In the event any party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, acts of war, terrorist acts, civil unrest, riots, newly announced or enacted governmental restrictions, labor disputes which are regional or national in scope (excluding disputes with laborers employed by the party claiming delay), abnormal adverse weather conditions not reasonably anticipated, unavoidable material shortages, governmental shutdowns, forced closures of private business or governmental offices by governmental authorities, epidemic, serious illness or plagues, pandemic, disease, state or national health emergency or similar outbreak or other unavoidable casualty loss, and any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the reasonable control of such party.

B. This Agreement, and all of its exhibits and incorporated documents, constitutes the entire integrated agreement among the parties relating to the work and items described herein, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral.

C. The City and RP&L, LLC acknowledge that they and their counsel have reviewed and had the opportunity to revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

D. Failure of any party hereto to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver by any party of its right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

E. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina.

G. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

H. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays and any state or national holidays. If the date or last date to perform any act or to give any notice is a Saturday, Sunday, or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not Saturday, Sunday, or state or national holiday.

I. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute on and the same Agreement. Executed counterparts of this Agreement transmitted by facsimile shall be deemed to constitute an original for all purposes.

J. This Agreement cannot be amended, changed, discharged or terminated orally, but only by an instrument in writing signed by the parties to this Agreement.

K. The commitments made by the City in this Agreement are commitments to RP&L, LLC and its permitted assigns only, and are otherwise nontransferable.

[SIGNATURE PAGES TO FOLLOW]

WHEREFORE, in consideration of the foregoing, the parties do bind themselves by terms and conditions of the Agreement by providing below the signature of their authorized officers.

WITNESSES:



\_\_\_\_\_  
\_\_\_\_\_

BY: William D. Hunt Jr.

ITS: Owner

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

)  
)  
)

ACKNOWLEDGEMENT

The forgoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary

WITNESSES:

CITY OF GREER

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF SOUTH CAROLINA

)

)

COUNTY OF GREENVILLE

)

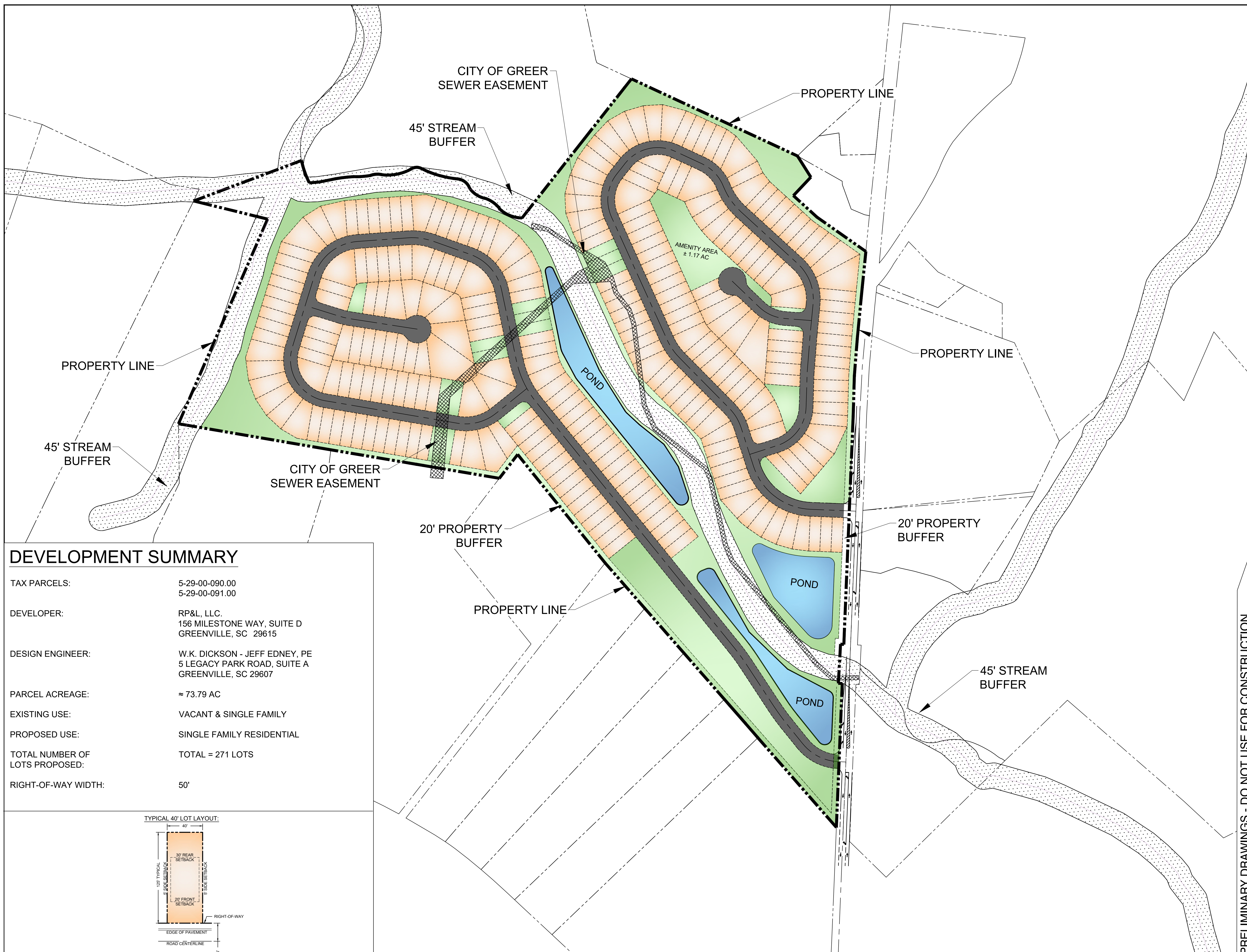
ACKNOWLEDGEMENT

The forgoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2021, by \_\_\_\_\_ as  
\_\_\_\_\_ of City of Greer.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary





DEVELOPMENT SUMMARY	
TAX PARCELS:	5-29-00-090.00 5-29-00-091.00
DEVELOPER:	RP&L, LLC. 156 MILESTONE WAY, SUITE D GREENVILLE, SC 29615
DESIGN ENGINEER:	W.K. DICKSON - JEFF EDNEY, PE 5 LEGACY PARK ROAD, SUITE A GREENVILLE, SC 29607
PARCEL ACREAGE:	≈ 73.79 AC
EXISTING USE:	VACANT & SINGLE FAMILY
PROPOSED USE:	SINGLE FAMILY RESIDENTIAL
TOTAL NUMBER OF LOTS PROPOSED:	TOTAL = 271 LOTS
RIGHT-OF-WAY WIDTH:	50'

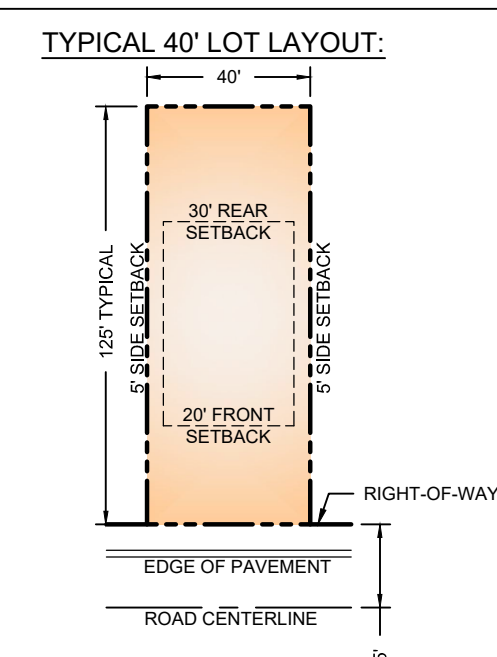


EXHIBIT  
A

community infrastructure consultants

5 LEGACY PARK ROAD  
SUITE A  
GREENVILLE, SC 29607  
(1) (864) 990-0180  
(1) (864) 990-0185  
WWW.WKDICKSON.COM  
SC LICENSE NO. C00177

CLIENT:  
  
RP&L, LLC.

PROJECT:  
  
Mayfield  
Road

SHEET TITLE:  
  
CONCEPT  
PLAN

SCALE:  
  

SCALE: 1" = 150'

PROJ. MGR.:	JHE
DESIGN BY:	JLS
DRAWN BY:	JLS
PROJ. DATE:	NOV. 2021
DRAWING NUMBER:	1.0

WKD PROJ. NO.:  
20210727.00.GV

DATE:	COMMENT:

PRELIMINARY DRAWINGS - DO NOT USE FOR CONSTRUCTION

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EXHIBIT

B

Subject Properties  
5-29-00-090.00 & 5-29-00-091.00  
Total Acres: 75.14

Subject Right of Way  
2,841.08' Mayfield Rd

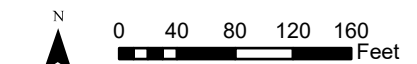
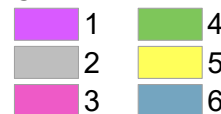
Subject Right of Way  
1,875.17' Abner Creek Rd

Subject Right of Way  
396.68 Victor Hill Rd

# Ordinance 12-2022

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 SC State Plane Coordinate System using the 1983 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.

Council Districts



Streets  
Parcels  
Right of Way  
Annex Parcel

Created 3/3/2022 by City of Greer GIS



**AGENDA**  
**GREER CITY COUNCIL**  
**3/8/2022**

**First Reading of Ordinance Number 13-2022**

**Summary:**

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY CULLUM GSP 081 LP LOCATED AT 1296 WOODS CHAPEL ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF I-1 (INDUSTRIAL DISTRICT) FOR SAID PROPERTY.  
(Action Required)

**Executive Summary:**

Ordinance 13-2022 is an annexation and zoning request for a parcel located at 1296 Woods Chapel Rd in Spartanburg County. The parcel for annexation consists of 14.68 acres. The requested zoning for the property is I-1, Industrial for future industrial development. The Planning Commission will conduct a public hearing on March 21, 2022 for the zoning of this parcel.

Ashley Kaade, Senior Planner

**ATTACHMENTS:**

Description	Upload Date	Type
❑ Cover Memo	3/3/2022	Cover Memo
❑ Ordinance Number 13-2022	3/3/2022	Ordinance
❑ Ord 13-2022 Exhibit A Title to Real Estate	3/3/2022	Exhibit
❑ Ord 13-2022 Exhibit B Survey	3/3/2022	Exhibit
❑ Ord 13-2022 Exhibit C Map	3/3/2022	Exhibit
❑ Ord 13-2022 Exhibit D FIRM	3/3/2022	Exhibit
❑ Ord 13-2022 Petition for Annexation	3/3/2022	Exhibit

# Memorandum

**To:** Mr. Andrew Merriman, City Administrator

**From:** Ashley Kaade, AICP, Senior Planner

**Subject:** Ordinance 13-2022

**Date:** March 2, 2022

**CC:** Tammy Duncan, Clerk to City Council

---

Ordinance 13-2022 is an annexation and zoning request for a parcel located at 1296 Woods Chapel Rd in Spartanburg County. The parcel for annexation consists of 14.68 acres. The requested zoning for the property is I-1, Industrial for future industrial development.

The Planning Commission will conduct a public hearing on March 21, 2022 for the zoning of this parcel.

**ORDINANCE NUMBER 13-2022**

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY CULLUM GSP 081 LP LOCATED AT 1296 WOODS CHAPEL ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF I-1 (INDUSTRIAL DISTRICT) FOR SAID PROPERTY.**

**WHEREAS**, Cullum GSP 081 LP is the sole owner of property located at 1296 Woods Chapel Road more particularly described on the legal description attached hereto marked as Exhibit A, the property description attached hereto marked as Exhibit B, the City of Greer Map attached hereto marked as Spartanburg County Parcel Number 5-24-00-043.03 containing approximately 14.68 +/- acres attached hereto marked as Exhibit C; and the National Flood Insurance Program Flood Insurance Rate Map Number 45083C0216E attached hereto marked as Exhibit D; and,

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

**WHEREAS**, Cullum GSP 081 LP has petitioned the City of Greer to annex it's property by one-hundred percent (100%) method provided for by South Carolina Code Section 5-3-150(3); and,

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

**WHEREAS**, the property owner has requested that the subject property be zoned 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 14.68 acres +/- property shown in red on the attached map owned by Cullum GSP 081 LP located at 1296 Woods Chapel Road as described on the attached City of Greer Map as Spartanburg County Parcel Number 5-24-00-043.03 is hereby annexed into the corporate city limits of the City of Greer.

2. ANNEXATION OF 1702.09 FEET OF WOODS CHAPEL ROAD ROADWAY, 1213.33 FEET OF ROBINSON ROAD ROADWAY AND 396.68 FEET OF VICTOR HILL ROAD ROADWAY: 1702.09 feet of Woods Chapel Road roadway, 1213.33 feet of Robinson Road roadway and 396.68 feet of Victor Hill Road roadway along the edge of the annexed property owned by Cullum GSP 081 LP as shown in Exhibit C is hereby annexed into the corporate limits of the City of Greer.

3. ZONING ASSIGNMENT: The above referenced property shall be zoned I-1 (Industrial District) pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.

4. LAND USE MAP: The above reference property shall be designated as Mixed Employment on the Land Use Map contained within the 2030 Comprehensive Plan for the City of Greer.

5. FLOOD INSURANCE RATE MAP: This ordinance shall adopt The National Flood Insurance Program Flood Insurance Rate Map Number 45083C0216E.

6. DISTRICT ASSIGNMENT: The above referenced property 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:

First Reading:            March 8, 2022

Second and  
Final Reading:           April 12, 2022

**APPROVED AS TO FORM:**

---

John B. Duggan, Esquire  
City Attorney



DEE-2018-36261



DEE BK 120-S PG 853-858

Recorded 6 Pages on 08/09/2018 04:06:13 PM

Recording Fee: \$10.00 County Taxes: \$239.80 State Taxes: \$566.80

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Dorothy Earle, Register Of Deeds

Grantee's Address: 3949 Maple Avenue #410  
Dallas, TX 75219-3254

STATE OF SOUTH CAROLINA )

COUNTY OF SPARTANBURG )

**TITLE TO REAL ESTATE  
GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that **Paul J. Callahan** and **Jennifer C. Callahan** (collectively, "Grantors") in consideration of Ten Dollars and other good and valuable consideration, to the Grantors in hand paid by the Grantee at and before the sealing of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto **Cullum GSP 081, LP**, a South Carolina limited partnership ("Grantee"), and the Grantee's successors and assigns, the following described premises, to wit:

All that certain piece, parcel or lot of land situate, lying and being in the County of Spartanburg, State of South Carolina more fully and particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference; together with all right, title and interest of the Grantors in and to any land lying within the right of way or bed of any public highway, street, or road crossing, abutting or adjacent to the property herein described to the center line thereof, and in and to any alleys, strips or gores of land adjoining to said property;

TMS # 5-24-00-043.03

Said premises are conveyed subject to all applicable easements, rights of way, restrictions and covenants of record; those easements and rights of way actually existing on the ground and affecting said premises; riparian, littoral or other water rights, if any; such matters as would be revealed by a current survey and inspection of the premises; and any applicable zoning and other governmental laws, ordinances and regulations.

**TOGETHER WITH** all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; **TO HAVE AND TO HOLD** all and singular the premises before mentioned unto the Grantee, and the Grantee's successors and assigns, forever. And, the Grantors do hereby bind themselves and their heirs, successors, executors and administrators to **WARRANT AND FOREVER DEFEND** all and singular said premises unto the Grantee and the Grantee's successors and assigns, against the Grantors and their heirs, successors, executors and administrators and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

9<sup>th</sup> IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, this day of August, 2018.

Signed, sealed and delivered  
in the presence of:

Katie g Ridgway  
Witness 1

Paul J. Callahan (SEAL)  
Paul J. Callahan

Brian A. Martin  
Witness 2

Katie g Ridgway  
Witness 1

Jennifer C. Callahan (SEAL)  
Jennifer C. Callahan

Brian A. Martin  
Witness 2

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) ACKNOWLEDGEMENT

I, Brian A. Martin, a Notary Public for State of South Carolina, do hereby certify that Paul J. Callahan and Jennifer C. Callahan personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 9<sup>th</sup> day of August, 2018.

Brian A. Martin (SEAL)  
Notary Public  
State of South Carolina  
My commission expires: 11-17-2025

**EXHIBIT A**

All that lot of land located in the State of South Carolina, County of Spartanburg about five miles southeast from the Town of Greer at the northwestern intersection of the Silver Lake Road and the Duncan Woods Chapel Road containing 3.01 acres, more or less, and being shown as Tract #5 on a survey entitled Property of W. McClure Smith dated February, 1974, and recorded in Plat Book 73 at page 538, and also shown on a more recent plat recorded August 29, 1997, in Plat Book 138 at page 982 in the Office of the Register of Deeds for Spartanburg County and having such metes and bounds as shown on said later plat.

LESS, AND EXCEPTING, HOWEVER, all that certain piece, parcel or lot of land in the County of Spartanburg, State of South Carolina, containing .45 acres, more or less, and referred to as new right-of-way on a plat for R/W Acquisition for Spartanburg County, Woods Chapel Road/Victor Hill Road/Green Road, Donald G. and Penny B. Blackwell, Parcel 13, dated September 16, 1998, by Johnson Surveying, Incorporated recorded February 18, 1999, in Plat Book 143, page 870, Register of Deeds for Spartanburg County. For a more particular description, reference is made to said plat, which is incorporated herein by reference.

This being a portion of the property conveyed to Paul J. Callahan and Jennifer C. Callahan by deed of Donald G. Blackwell and Penny B. Blackwell, dated February 20, 2013, and recorded in the Office of the Register of Deeds for Spartanburg County, South Carolina on February 21, 2013, at Deed Book ~~102~~, page 356.

102-5

T.M.S. No. 5-24-00-043.03

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 property being transferred is located at 1296 Woods Chapel Road, Duncan, SC,  
bearing Spartanburg County Tax Map Numbers 5-24-00-43.03, was transferred by \_\_\_\_\_  
Paul J. Callahan and Jennifer C. Callahan to Cullum GSP 081, LP on August  
      , 2018.
3. Check one of the following: The deed is  

(a) XX subject to the deed recording fee as a transfer for consideration paid  
or to be paid in money or money's worth.

(b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation,  
a partnership, or other entity and a stockholder, partner, or owner of  
the entity, or is a transfer to a trust or as a distribution to a trust  
beneficiary.

(c) \_\_\_\_\_ exempt from the deed recording fee because (See Information  
section of affidavit):  
\_\_\_\_\_ (if exempt, please skip items 4 - 7, and go  
to item 8 of this affidavit.)

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. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):  

(a) XX The fee is computed on the consideration paid or to be paid in  
money or money's worth in the amount of \$217,600.00

(b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is       .

(c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as  
established for property tax purposes which is       .
5. Check Yes        or No        to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may

subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_

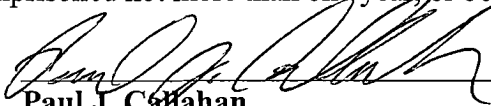
6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$217,600.00
- (b) Place the amount listed in item 5 above here \$ 0  
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ 217,600.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$806.60.

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

9. 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.

 (SEAL)  
Paul J. Callahan

 (SEAL)  
Jennifer C. Callahan

SWORN to before me this 9<sup>th</sup>  
day of August, 2018.



Notary Public for South Carolina  
My Commission Expires: 11-17-2025  
Notary (printed name): Brian A. Martin



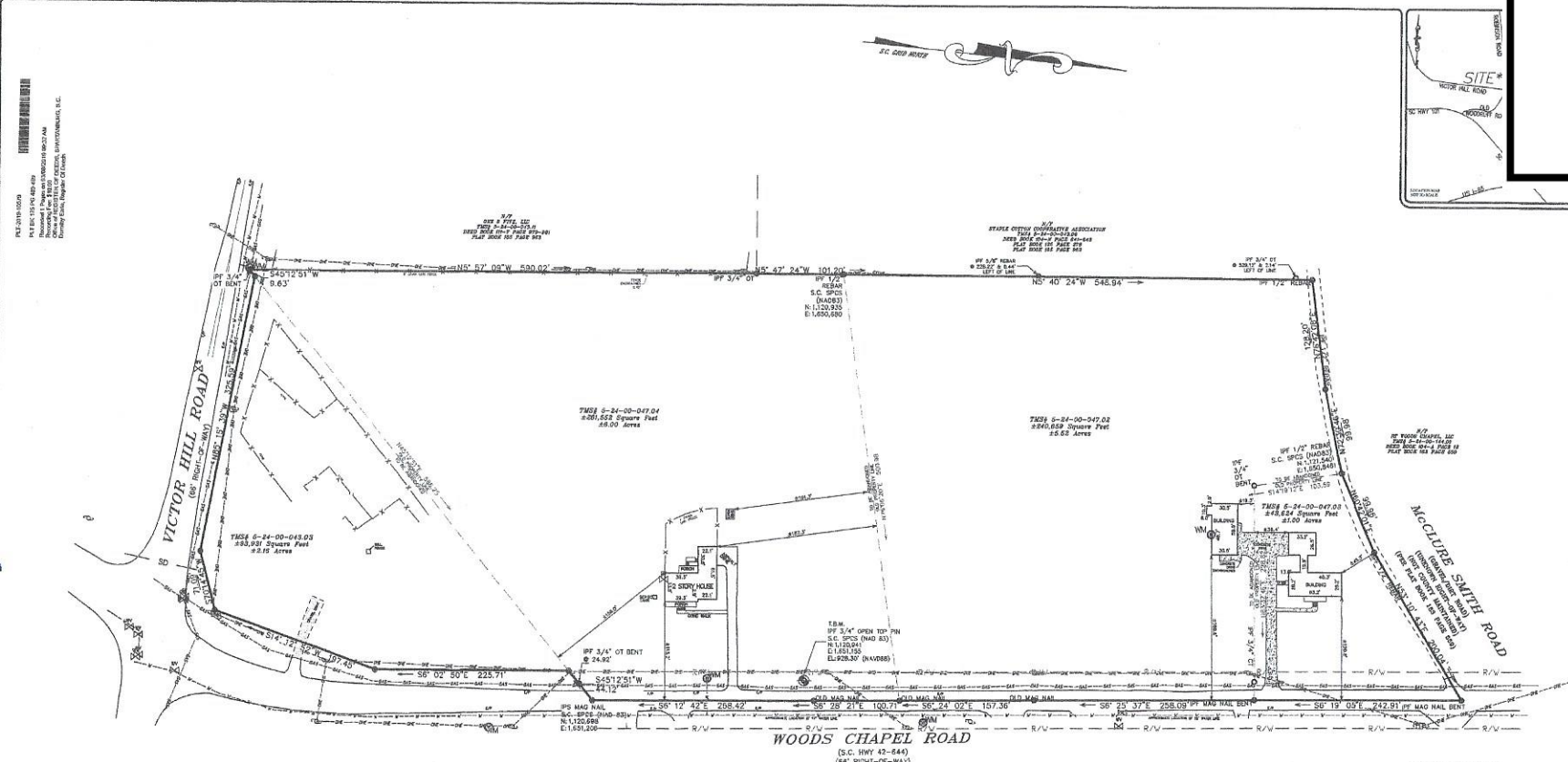
# INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39.
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership, whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.

**E**



NOTES:

1. THE LOCATION AND UTILITY BOUNDS WERE LOCATED FROM ANY AND EVERY EVIDENCE OR EXISTING DRAWING PROVIDED BY VARIOUS CITY DEPARTMENTS AND FACTOR UTILITIES. CONFIRMATION OF IF THERE MAY BE OTHER UTILITY LOCATIONS OR DEPT. RECORDS ARE THE RESPONSIBILITY OF THE CONTRACTOR. IF IT IS DETERMINED THAT IT SHALL BE THE CONTRACTOR'S OVERSEER RESPONSIBILITY TO VERIFY THE LOCATION BOUNDS AND UTILITY BOUNDS, ALL LIABILITY SHALL BE THE CONTRACTOR'S. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO, ILL. AS THE ROLE OF THE CONTRACTOR IN THE CONTRACT AGREEMENT.
2. ALL STATIONING REFERENCE RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PAVEMENT, PARKS, LANDSCAPE, AND OTHER UTILITIES ARE BASED ON THE CITY OF CHICAGO'S VERTICAL DATUM, UNLESS OTHERWISE NOTED. ANY ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCE HEREIN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO, ILL. AS THE ROLE OF THE CONTRACTOR IN THE CONTRACT AGREEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO, ILL. AS THE ROLE OF THE CONTRACTOR IN THE CONTRACT AGREEMENT.
4. THERE IS NO WARRANTY OR ENDORSEMENT OF ANY KIND BY THE CONTRACTOR.
5. SQUARE FOOTAGE AND DIMENSIONS OF STRUCTURES ARE FOR INFORMATIONAL PURPOSES ONLY, NOT FOR BILLS OF MATERIALS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECT OF THE BOUNDS ONLY.
7. NO ATTEMPT WILL BE MADE TO REMOVE ANY OF THE EXISTING UTILITIES, UNLESS OTHERWISE NOTED.
8. THE PROFESSIONAL ENGINEER'S PLAN SHALL BE THE BASIS FOR ALL CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO, ILL. AS THE ROLE OF THE CONTRACTOR IN THE CONTRACT AGREEMENT.
9. BURIED AND ENVIRONMENTAL CONDITIONS WERE NOT REVIEWED OR EXAMINED OR CONCERNED AS PART OF THIS SURVEY. NO PAYMENT OR ATTESTMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OTHER HAZARDOUS MATERIALS OR CONDITIONS THAT MAY AFFECT THE WORK OR DEVELOPMENT OF THIS PROJECT.
10. ALL PINS SET IN PLACE UNLESS OTHERWISE NOTED.
11. HORIZONTAL DATUM: NGVD 83 (VERTICAL DATUM: CHICAGO DATUM)
12. LINES SURVEYED AND MAPPED ARE BASED IN GEODETIC DATUMS. COORDINATE SYSTEMS ARE BASED ON U.S. GPS HAD 83 DATUM. LOCATIONS OTHERWISE STATED.
13. THE CONTRACTOR IS SUBJECT TO ANY AND ALL EXISTING RIGHT-OF-WAY FOR ROADS, UTILITIES AND ANY OTHER EASEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO, ILL. AS THE ROLE OF THE CONTRACTOR IN THE CONTRACT AGREEMENT.
14. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.
15. THIS PLAN IS A REPRESENTATION OF AN ESTIMATE OF RECORDS WITH THE BOUNDARY LINES BEING KNOWN AS ACCURATE AS POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO, ILL. AS THE ROLE OF THE CONTRACTOR IN THE CONTRACT AGREEMENT.
16. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF THE LICENSED SURVEYOR, ANY MAPS, ADDITIONS AND DELETIONS TO SURVEY MAPS, REFLECTED OR REPRODUCED BY OTHER THAN THE SECOND PARTY OR PARTIES TO THIS CONTRACT.

TMS# 5-24-00-043.03, TMS# 5-24-00-047.02, AND  
TMS# 5-24-00-047.03 TO BE COMBINED WITH AND  
MADE A PART OF TMS# 5-24-00-047.04 CONTAINING  
A TOTAL OF:  
±639,766 Square Feet  
±14.68 Acres

Flood Information Notes

BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT [WWW.FEMA.GOV](http://www.fema.gov) AND BY GRAPHIC PLOTTING ONLY. THIS PROPERTY IS LOCATED IN ZONE "X" ON FLOOD INSURANCE RATE MAP NUMBER 450000216D, WHICH BEARS AN EFFECTIVE DATE OF 01/06/2011 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

Know what's below.  
Call before you dig.

[illegible]

EXEMPT

That as shown in excerpt from the subdivision approval process pursuant to the BC Code of Laws, Section 5-2A-11(f) (4), it does not guarantee the right of future purchase or future subdivision. All requirements of Spartanburg County's land development and ordinances of state must be met in order to develop the property.

*Ans - E*

"I HEREBY CERTIFY 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 NORTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN."

S.C. REG. NO  
17933

COMBINATION PLAT FOR

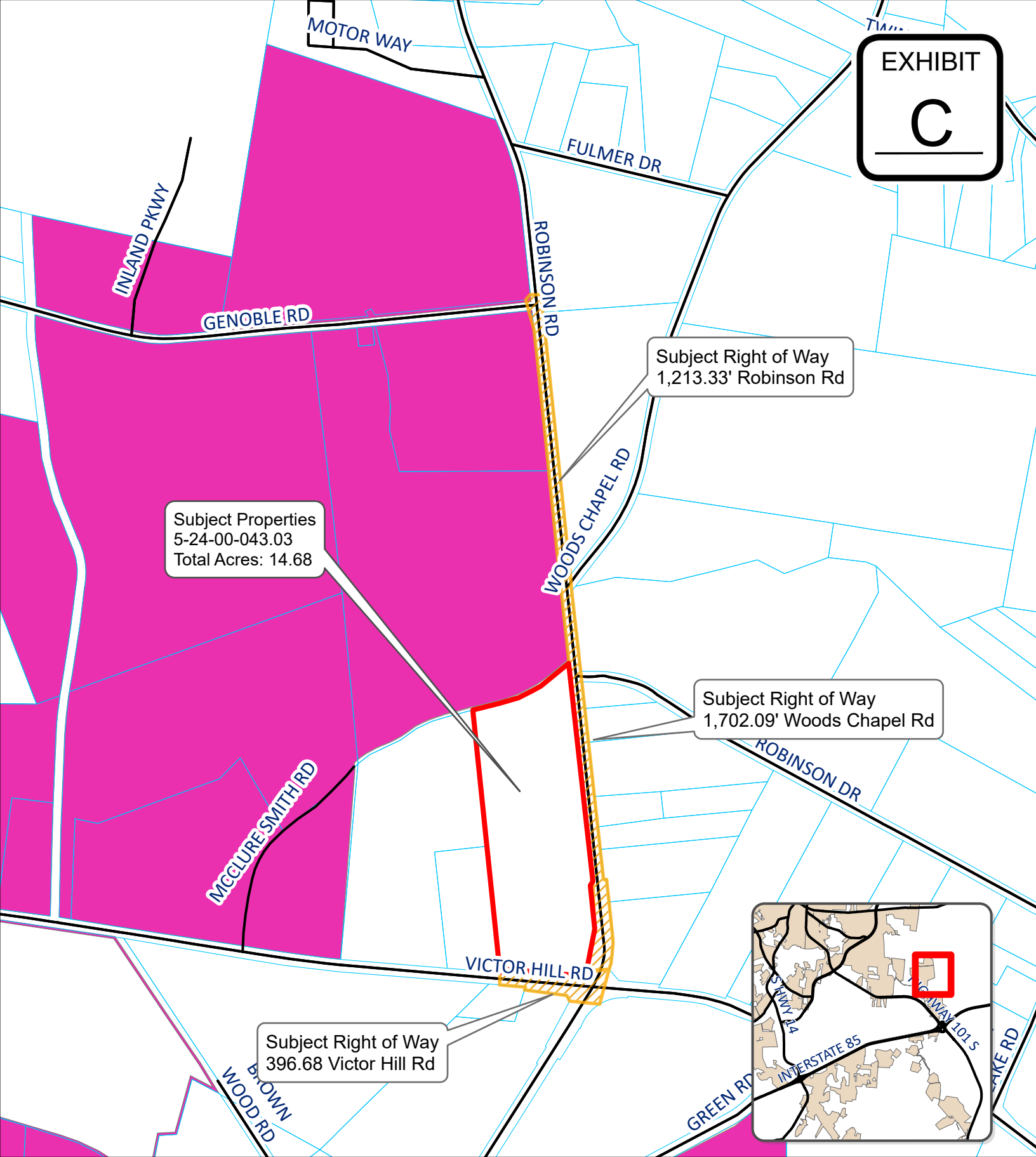
CULLUM GSP 081, LLC

1220 Woods Chapel Road, Duncan  
Spartanburg County, South Carolina

Job No.:	EAS-20-0332
Date:	SEP 1, 2016
Field:	GC
Drawn:	KOB
Reviewed:	TBL
Approved:	DIG

V-5





Ordinance 13-2022

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 SC State Plane Coordinate System using the 1983 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.

Council Districts

1

2

3

4

5

6

Streets

Parcels

Right of Way

Annex Parcel

**EXHIBIT  
D**

**City of Greer**  
(AREA NOT INCLUDED)

**City of Greer**  
(AREA NOT INCLUDED)

ROBINSON RD

WOODS CHAPEL RD



**Spartanburg County  
Unincorporated Area  
450176**

ROBINSON DR

VICTOR HILL RD

MCCLURE SMITH RD

National Flood Insurance Program

**NATIONAL FLOOD INSURANCE  
FLOOD INSURANCE RATE**

**SPARTANBURG COUNTY,  
SOUTH CAROLINA**  
and Incorporated Areas

PANEL 216 OF 555



**FEMA**

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
DUNCAN, TOWN OF	450177	0216	E
SPARTANBURG COUNTY	450176	0216	E

**VERSION NUMBER**  
2.3.3.3

**MAP NUMBER**  
45083C0216E

**MAP REVISED**  
MAY 4, 2021

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.



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 1296 Woods Chapel Road, Greer 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 5-24-00-043.03 attached hereto marked as Exhibit C containing approximately 14.68 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 2<sup>nd</sup> day of February, 2022 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.

<u>Cullum GSP 081, LP</u>	
Print Name: <u>Allen E. Cullum</u>	Print Name: _____
Signature: <u>[Signature]</u>	Signature: _____
Address: <u>3949 Maple Av., #410</u>	Address: _____
<u>Dallas, TX 75219-3254</u>	
Witness: <u>Dorothy B. Cullum</u>	Witness: _____
Date: <u>2/2/22</u>	Date: _____
Parcel Address: <u>1296 Woods Chapel Road, Greer</u>	Parcel Address: _____
Tax Map Number: <u>5-24-00-043.03</u>	Tax Map Number: _____



**AGENDA**  
**GREER CITY COUNCIL**  
**3/8/2022**

**First Reading of Ordinance Number 14-2022**

**Summary:**

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A PROPERTY AND PORTIONS OF OTHER PROPERTIES OWNED BY 296 AT KIST ROAD, LLC LOCATED ON HIGHWAY 101, KIST ROAD AND HIGHWAY 296 FROM C-3 (HIGHWAY COMMERCIAL DISTRICT) TO RM-2 (RESIDENTIAL MULTI-FAMILY DISTRICT). (Action Required)

**Executive Summary:**

Ordinance #14-2022 is a rezoning request for one full parcel and several portions of parcels, totaling approximately 11.55 acres, located between the intersections of Highway 296 (Reidville Rd), Highway 101 and Kist Rd. The request is to rezone the properties from C-3, Highway Commercial to RM-2, Residential Multi-family to develop an apartment complex. The Planning Commission conducted a public hearing on February 21 for the rezoning of these parcels and recommended approval.

Ashley Kaade, Senior Planner

**ATTACHMENTS:**

Description	Upload Date	Type
❑ Cover Memo	3/3/2022	Cover Memo
❑ Ordinance Number 14-2022	3/3/2022	Ordinance
❑ Ord 14-2022 Exhibit A Map	3/3/2022	Exhibit
❑ Ord 14-2022 Exhibit B Deeds	3/3/2022	Exhibit
❑ Ord 14-2022 Exhibit C Surveys	3/3/2022	Exhibit
❑ Ord 14-2022 Rezoning Application	3/3/2022	Backup Material
❑ Ord 14-2022 Planning Commission Minutes	3/3/2022	Backup Material

# Memorandum

**To:** Mr. Andrew Merriman, City Administrator

**From:** Ashley Kaade, AICP, Senior Planner

**Subject:** Ordinance #14-2022

**Date:** March 1, 2022

**CC:** Tammy Duncan, Clerk to City Council

---

Ordinance #14-2022 is a rezoning request for one full parcel and several portions of parcels, totaling approximately 11.55 acres, located between the intersections of Highway 296 (Reidville Rd), Highway 101 and Kist Rd. The request is to rezone the properties from C-3, Highway Commercial to RM-2, Residential Multi-family to develop an apartment complex.

The Planning Commission conducted a public hearing on February 21 for the rezoning of these parcels and recommended approval.

## **ORDINANCE NUMBER 14-2022**

### **AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF A PROPERTY AND PORTIONS OF OTHER PROPERTIES OWNED BY 296 AT KIST ROAD, LLC LOCATED ON HIGHWAY 101, KIST ROAD AND HIGHWAY 296 FROM C-3 (HIGHWAY COMMERCIAL DISTRICT) TO RM-2 (RESIDENTIAL MULTI-FAMILY DISTRICT).**

The City Council of Greer makes the following findings:

This ordinance pertains to certain properties owned by 296 at Kist Road, LLC located on Highway 101, Kist Road and Highway 296 and more clearly identified by the attached City of Greer Map specifying Spartanburg County Parcel Numbers 5-41-00-084.01 containing approximately 5.65 +/- acres, 5-41-00-084.00 containing approximately 1.80 +/- acres, 5-41-00-084.02 containing approximately 3.02 +/- acres and 5-41-00-078.09 containing approximately 1.08 +/- acres attached hereto marked as Exhibit A, the General Warranty Deeds attached hereto marked as Exhibit B; and the Surveys attached hereto marked at Exhibit C.

1. The owner desires to change the zoning classification of its properties and has shown the need for such use to the Greer Planning Commission at a public hearing held on February 21, 2022.
2. To accomplish the desired change in use in the most effective manner, the zoning classifications should be changed to RM-2 (Residential Multi-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 properties located on Highway 101, Kist Road and Highway 296 more particularly identified by the attached City of Greer Map specifying Spartanburg County Parcel Numbers 5-41-00-084.01 containing approximately 5.65 +/- acres, 5-41-00-084.00 containing approximately 1.80 +/- acres, 5-41-00-084.02 containing approximately 3.02 +/- acres and 5-41-00-078.09 containing approximately 1.08 +/- acres attached hereto marked as Exhibit A shall be changed from C-3 (Highway Commercial) to RM-2 (Residential Multi-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: March 8, 2022

Second and  
Final Reading: March 22, 2022

Approved as to Form:

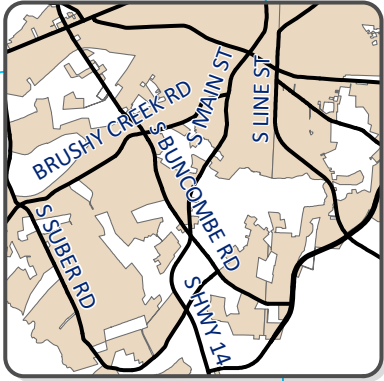
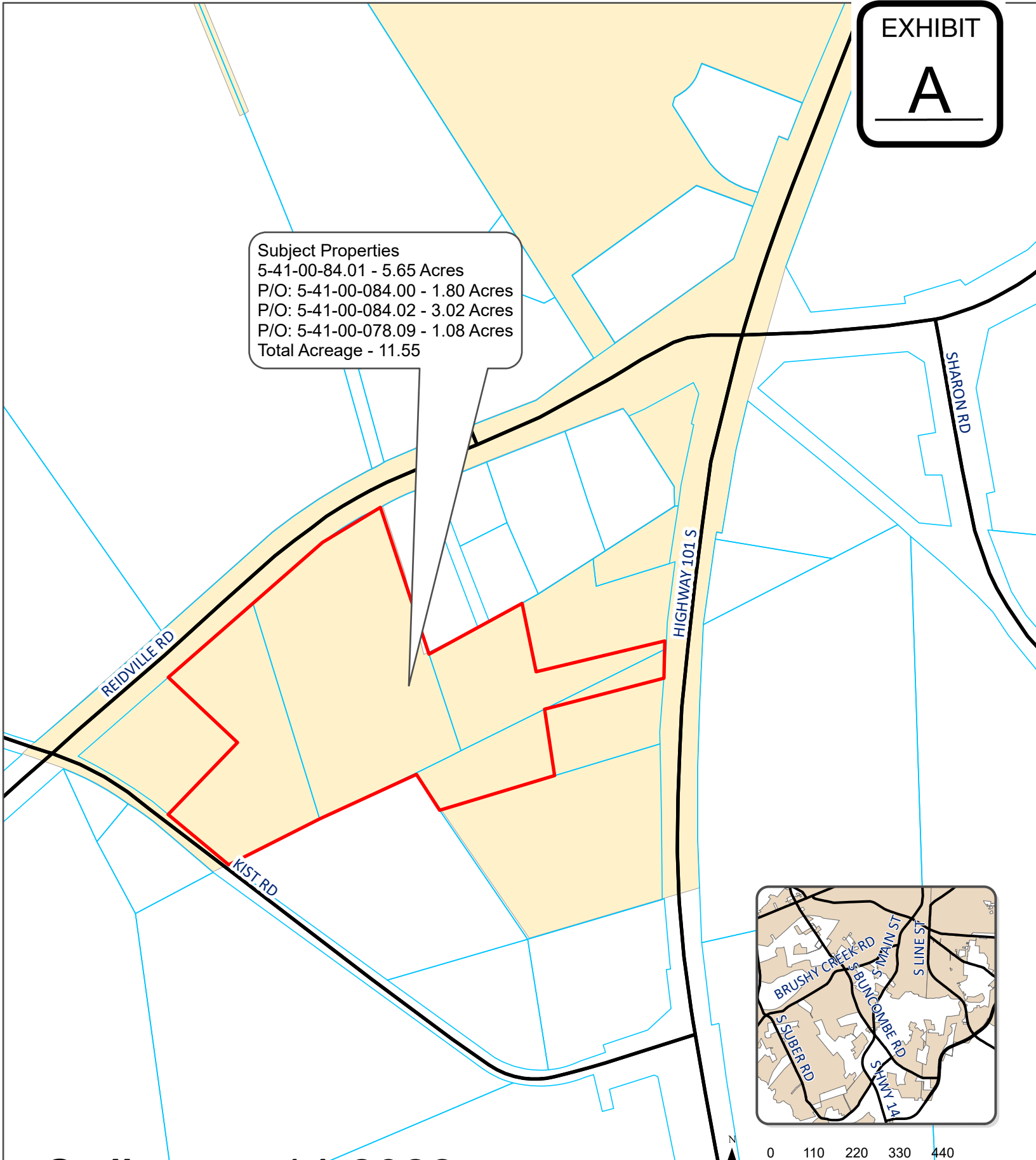
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John B. Duggan, Esquire  
City Attorney



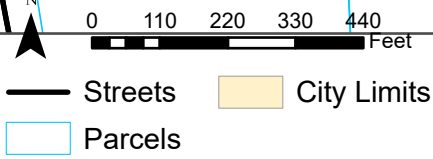
EXHIBIT  
A

Subject Properties  
5-41-00-84.01 - 5.65 Acres  
P/O: 5-41-00-084.00 - 1.80 Acres  
P/O: 5-41-00-084.02 - 3.02 Acres  
P/O: 5-41-00-078.09 - 1.08 Acres  
Total Acreage - 11.55



# Ordinance 14-2022

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Grantee's Address:  
P.O. Box 25909  
Greenville, SC 29616

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

## GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that TRACI B. PENNELL and VERA S. BROCKMAN (hereinafter "Grantors"), in consideration of the sum of Four Hundred Eleven Thousand Three Hundred Seventy and 00/100ths Dollars (\$411,370.00) to them in hand paid by 296 AT KIST ROAD, LLC, a South Carolina limited liability company (hereinafter "Grantee"), at or before the sealing of these presents, the receipt whereof being hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto Grantee and its successors and assigns forever all those pieces, parcels or tracts of real property more fully described in Exhibit "A", attached hereto (the "Premises"), together with all and singular rights, privileges, hereditaments, and appurtenances to the said Premises belonging or in any wise incident or appertaining thereto.

Said Premises is being conveyed subject only to the lien of the current and subsequent years' taxes and the liens, encumbrances, easements, and other title exceptions set forth in Exhibit "B", attached hereto.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto Grantee, its successors and assigns, forever.

And Grantors hereby bind themselves and their heirs and assigns to warrant and forever defend all and singular the said Premises unto Grantee, its successors and assigns, against Grantors and their heirs and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness Grantors' hands and seals this 19 day of June, 2003.

Signed, sealed and delivered  
in the presence of:

Jessica M. Farnham  
Marion M. Lee

Traci B. Pennell  
Traci B. Pennell

Vera S. Brockman  
Vera S. Brockman

DEE-2003-39350  
Recorded 8 Pages on 6/24/2003 1:40:37 PM  
Recording Fee: \$11.00 Documentary Stamps: \$1,522.55  
Office of Register of Deeds, Spartanburg, S.C.  
Stephen Ford, Register



STATE OF SOUTH CAROLINA )

COUNTY OF Greenville )

I, Marion M. Goodyear, a notary public for South Carolina, do hereby certify that Traci B. Pennell and Vera S. Brockman personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this 19 day of June, 2003.

Marion M. Goodyear [SEAL]

Signature of Notary Public

My commission expires: 9-14-10

EXHIBIT "A"  
Legal Description

3.80 Acre Parcel:

All that certain piece, parcel or lot of real property located on the west side of S.C. Highway 101 in Spartanburg County, South Carolina comprised of  $\pm 3.80$  acres and having, according to the survey captioned "Boundary Survey for 296 at Kist Road, LLC" dated May 9, 2003 (last revised June 16, 2003) prepared by Freeland and Associates, Inc. the following description:

Commencing at an iron pin located at the intersection of the southern right-of-way of S.C. Highway 296 (66' right-of-way) and the eastern right-of-way of Kist Road (40' right-of-way); thence along said southern right-of-way of S.C. Highway 296 N 48-51-48 E for 719.38 feet to an iron pin; thence with a curve to the right having a radius of 1107.00 feet, an arc length of 291.09 feet and a chord bearing and distance of N 56-23-47 E for 290.25 feet to an iron pin; thence leaving said right-of-way along the common line of Coggins (Deed Book 36J, Page 255) S 14-57-30 E for 406.20 feet to an iron pin, said iron pin being the most southwesterly corner of the Coggins Tract and being the POINT OF BEGINNING; thence along the common line of Coggins, Johnson (Deed Book W84, Page 768) and Fulbright (Deed Book 63H, Page 436) N 63-20-29 E for 477.39 feet to an iron pin; thence along the common line of Fowler (Deed Book 12C, Page 346) S 04-20-00 E for 55.00 feet to an iron pin; thence N 74-52-35 E for 233.95 feet to an iron pin on the western right-of-way of S.C. Highway 101 (Variable width right-of-way); thence along said western right-of-way with a curve to the left having a radius of 4337.19 feet, an arc length of 210.27 feet and a chord bearing and distance of S 06-50-43 W for 210.25 feet to an iron pin; thence leaving said right-of-way along the common line of Cox (Deed Book 58H, Page 445) and Brockman (Deed Book 53C, Page 804) S 64-02-40 W for 623.16 feet to an iron pin; thence along the common line of Pennell (Deed Book 58N, Page 793; 5.66 Acre Tract) N 15-16-11 W for 270.65 feet to an iron pin being the Point of Beginning.

TMS #5-41-00-84.00 and  
TMS #5-41-00-84.02 (part)

4.89 Acre Parcel:

All that certain piece, parcel or lot of real property located at the intersection of S.C. Highway 296 and Kist Road in Spartanburg County, South Carolina comprised of  $\pm 4.89$  acres and having, according to the survey captioned "Boundary Survey for 296 at Kist Road, LLC" dated May 9, 2003 (last revised June 16, 2003) prepared by Freeland and Associates, Inc. the following description:

Beginning at an iron pin located at the intersection of the southern right-of-way of S.C. Highway 296 (66' right-of-way) and the eastern right-of-way of Kist Road (40' right-of-way); thence along said southern right-of-way of S.C. Highway 296 N 48-51-48 E for 601.62 feet to an iron pin; thence leaving said right-of-way along the common line of Pennell (Deed

Book 58N, Page 793; 5.66 Acre Tract) S 15-39-52 E for 604.97 feet to an iron pin; thence along the common line of Betty (Deed Book 75C, Page 637) S 64-02-40 W for 243.62 feet to an iron pin on the eastern right-of-way of Kist Road (40' right-of-way); thence along said eastern right-of-way N 50-37-32 W for 287.93 feet to an iron pin; thence with a curve to the left having a radius of 829.54 feet, an arc length of 179.76 feet and a chord bearing and distance of N 56-50-00 W for 179.40 feet to an iron pin; thence N 63-02-29 W for 27.66 feet to an iron pin at the intersection of said eastern right-of-way with the southern right-of-way of S.C. Highway 296 and being the Point of Beginning.

TMS #5-41-00-84.02 (part)

Derivation:

- (1) Deed from Robert Belton Brockman and Elizabeth Brockman Fowler to Herbert J. Brockman dated April 7, 1961 recorded April 7, 1961 in Book 26V, Page 459.
- (2) Deed from Essie J. Brockman to Herbert J. Brockman dated January 24, 1950 recorded January 31, 1950 in Book 16-Q, Page 319.
- (3) Spartanburg County Probate Court File #2002-ES42-430 for Herbert J. Brockman (closed by Order Closing Estate dated March 5, 2003) and the Deed of Distribution from Vera S. Brockman, Personal Representative of the Estate of Herbert J. Brockman to Vera S. Brockman dated February 26, 2003 contained therein.

**EXHIBIT "B"**  
**Permitted Exceptions**

- a. Taxes and assessments for the year 2003, and subsequent years, which are a lien but are not yet due and payable.
- b. Current or future rollback taxes.
- c. Easements to Duke Power Company recorded in Book 32-B, Page 427; Book 9-U, Page 819; and Book 9-E, Page 375.



STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )

## AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at S.C. Highway 296, bearing Spartanburg County Tax Map Numbers 5-41-00-84.00 and 5-41-00-84.02, was transferred by Traci B. Pennell and Vera S. Brockman to 296 at Kist Road, LLC on June 19, 2003.
3. Check one of the following: The deed is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (see Information section of Affidavit):  
 \_\_\_\_\_ (If exempt, please skip items 4 - 7 and go to item 8 of this Affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see Information section of this Affidavit):
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$411,370.00.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes \_\_\_\_\_ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_.
6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \$411,370.00
  - (b) Place the amount listed in item 5 above here: -0-  
 (If no amount is listed, place zero here)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$411,370.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$1,524.40.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the

transaction as Attorney for Grantee.

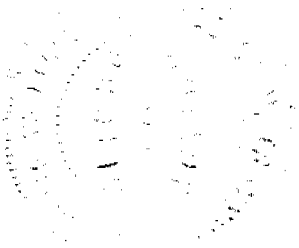
9. I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

*Marion M. George*

Responsible Person Connection with the Transaction

SWORN to before me this 19  
day of June, 2003.

*Jessica M. Haynes*  
Notary Public for South Carolina  
My Commission Expires: 2/22/06



**INFORMATION**

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

**Exempted are deeds:**

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

Grantee's Address:  
P.O. Box 25909  
Greenville, SC 29616

STATE OF SOUTH CAROLINA )  
) )  
COUNTY OF SPARTANBURG )

# **GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that TRACI B. PENNELL and VERA S. BROCKMAN (hereinafter "Grantors"), in consideration of the sum of Four Hundred Eleven Thousand Three Hundred Seventy and 00/100ths Dollars (\$411,370.00) to them in hand paid by 296 AT KIST ROAD, LLC, a South Carolina limited liability company (hereinafter "Grantee"), at or before the sealing of these presents, the receipt whereof being hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto Grantee and its successors and assigns forever all those pieces, parcels or tracts of real property more fully described in Exhibit "A", attached hereto (the "Premises"), together with all and singular rights, privileges, hereditaments, and appurtenances to the said Premises belonging or in any wise incident or appertaining thereto.

Said Premises is being conveyed subject only to the lien of the current and subsequent years' taxes and the liens, encumbrances, easements, and other title exceptions set forth in Exhibit "B", attached hereto.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto Grantee, its successors and assigns, forever.

And Grantors hereby bind themselves and their heirs and assigns to warrant and forever defend all and singular the said Premises unto Grantee, its successors and assigns, against Grantors and their heirs and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness Grantors' hands and seals this 19 day of June, 2003.

Signed, sealed and delivered  
in the presence of:

Jessica M. Farnham  
Maria M. Lee

Traci B. Pennell  
Traci B. Pennell

Vera S. Brockman  
Vera S. Brockman

DEE-2003-39350  
Recorded 8 Pages on 6/24/2003 1:40:37 PM  
Recording Fee: \$11.00 Documentary Stamps: \$1,522.55  
Office of Register of Deeds, Spartanburg, S.C.  
Stephen Ford, Register



STATE OF SOUTH CAROLINA )

COUNTY OF Greenville )

I, Marion M. Goodyear, a notary public for South Carolina, do hereby certify that Traci B. Pennell and Vera S. Brockman personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this 19 day of June, 2003.

Marion M. Goodyear [SEAL]

Signature of Notary Public

My commission expires: 9-14-10

EXHIBIT "A"  
Legal Description

3.80 Acre Parcel:

All that certain piece, parcel or lot of real property located on the west side of S.C. Highway 101 in Spartanburg County, South Carolina comprised of  $\pm 3.80$  acres and having, according to the survey captioned "Boundary Survey for 296 at Kist Road, LLC" dated May 9, 2003 (last revised June 16, 2003) prepared by Freeland and Associates, Inc. the following description:

Commencing at an iron pin located at the intersection of the southern right-of-way of S.C. Highway 296 (66' right-of-way) and the eastern right-of-way of Kist Road (40' right-of-way); thence along said southern right-of-way of S.C. Highway 296 N 48-51-48 E for 719.38 feet to an iron pin; thence with a curve to the right having a radius of 1107.00 feet, an arc length of 291.09 feet and a chord bearing and distance of N 56-23-47 E for 290.25 feet to an iron pin; thence leaving said right-of-way along the common line of Coggins (Deed Book 36J, Page 255) S 14-57-30 E for 406.20 feet to an iron pin, said iron pin being the most southwesterly corner of the Coggins Tract and being the POINT OF BEGINNING; thence along the common line of Coggins, Johnson (Deed Book W84, Page 768) and Fulbright (Deed Book 63H, Page 436) N 63-20-29 E for 477.39 feet to an iron pin; thence along the common line of Fowler (Deed Book 12C, Page 346) S 04-20-00 E for 55.00 feet to an iron pin; thence N 74-52-35 E for 233.95 feet to an iron pin on the western right-of-way of S.C. Highway 101 (Variable width right-of-way); thence along said western right-of-way with a curve to the left having a radius of 4337.19 feet, an arc length of 210.27 feet and a chord bearing and distance of S 06-50-43 W for 210.25 feet to an iron pin; thence leaving said right-of-way along the common line of Cox (Deed Book 58H, Page 445) and Brockman (Deed Book 53C, Page 804) S 64-02-40 W for 623.16 feet to an iron pin; thence along the common line of Pennell (Deed Book 58N, Page 793; 5.66 Acre Tract) N 15-16-11 W for 270.65 feet to an iron pin being the Point of Beginning.

TMS #5-41-00-84.00 and  
TMS #5-41-00-84.02 (part)

4.89 Acre Parcel:

All that certain piece, parcel or lot of real property located at the intersection of S.C. Highway 296 and Kist Road in Spartanburg County, South Carolina comprised of  $\pm 4.89$  acres and having, according to the survey captioned "Boundary Survey for 296 at Kist Road, LLC" dated May 9, 2003 (last revised June 16, 2003) prepared by Freeland and Associates, Inc. the following description:

Beginning at an iron pin located at the intersection of the southern right-of-way of S.C. Highway 296 (66' right-of-way) and the eastern right-of-way of Kist Road (40' right-of-way); thence along said southern right-of-way of S.C. Highway 296 N 48-51-48 E for 601.62 feet to an iron pin; thence leaving said right-of-way along the common line of Pennell (Deed



Book 58N, Page 793; 5.66 Acre Tract) S 15-39-52 E for 604.97 feet to an iron pin; thence along the common line of Betty (Deed Book 75C, Page 637) S 64-02-40 W for 243.62 feet to an iron pin on the eastern right-of-way of Kist Road (40' right-of-way); thence along said eastern right-of-way N 50-37-32 W for 287.93 feet to an iron pin; thence with a curve to the left having a radius of 829.54 feet, an arc length of 179.76 feet and a chord bearing and distance of N 56-50-00 W for 179.40 feet to an iron pin; thence N 63-02-29 W for 27.66 feet to an iron pin at the intersection of said eastern right-of-way with the southern right-of-way of S.C. Highway 296 and being the Point of Beginning.

TMS #5-41-00-84.02 (part)

Derivation:

- (1) Deed from Robert Belton Brockman and Elizabeth Brockman Fowler to Herbert J. Brockman dated April 7, 1961 recorded April 7, 1961 in Book 26V, Page 459.
- (2) Deed from Essie J. Brockman to Herbert J. Brockman dated January 24, 1950 recorded January 31, 1950 in Book 16-Q, Page 319.
- (3) Spartanburg County Probate Court File #2002-ES42-430 for Herbert J. Brockman (closed by Order Closing Estate dated March 5, 2003) and the Deed of Distribution from Vera S. Brockman, Personal Representative of the Estate of Herbert J. Brockman to Vera S. Brockman dated February 26, 2003 contained therein.

**EXHIBIT "B"**  
**Permitted Exceptions**

- a. Taxes and assessments for the year 2003, and subsequent years, which are a lien but are not yet due and payable.
- b. Current or future rollback taxes.
- c. Easements to Duke Power Company recorded in Book 32-B, Page 427; Book 9-U, Page 819; and Book 9-E, Page 375.

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )

## AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at S.C. Highway 296, bearing Spartanburg County Tax Map Numbers 5-41-00-84.00 and 5-41-00-84.02, was transferred by Traci B. Pennell and Vera S. Brockman to 296 at Kist Road, LLC on June 19, 2003.
3. Check one of the following: The deed is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (see Information section of Affidavit):  
 \_\_\_\_\_ (If exempt, please skip items 4 - 7 and go to item 8 of this Affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see Information section of this Affidavit):
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$411,370.00.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes \_\_\_\_\_ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_.
6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \$411,370.00
  - (b) Place the amount listed in item 5 above here: -0-  
 (If no amount is listed, place zero here)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$411,370.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$1,524.40.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the

transaction as Attorney for Grantee.

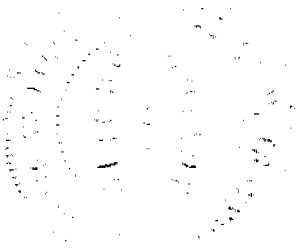
9. I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

*Marion M. George*

Responsible Person Connection with the Transaction

SWORN to before me this 19  
day of June, 2003.

*Jessica M. Haynes*  
Notary Public for South Carolina  
My Commission Expires: 2/22/06



**INFORMATION**

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

**Exempted are deeds:**

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

Grantee's Address:  
P.O. Box 25909  
Greenville, SC 29616

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

# GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that TRACI B. PENNELL and DAVID G. PENNELL (hereinafter "Grantors"), in consideration of the sum of One Hundred Eighty-Six Thousand Seven Hundred Eighty and 00/100ths Dollars (\$186,780.00) to them in hand paid by 296 AT KIST ROAD, LLC, a South Carolina limited liability company (hereinafter "Grantee"), at or before the sealing of these presents, the receipt whereof being hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto Grantee and its successors and assigns forever all those pieces, parcels or tracts of real property more fully described in Exhibit "A", attached hereto (the "Premises"), together with all and singular rights, privileges, hereditaments, and appurtenances to the said Premises belonging or in any wise incident or appertaining thereto.

Said Premises is being conveyed subject only to the lien of the current and subsequent years' taxes and the liens, encumbrances, easements, and other title exceptions set forth in Exhibit "B", attached hereto.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto Grantee, its successors and assigns, forever.

And Grantors hereby bind themselves and their heirs and assigns to warrant and forever defend all and singular the said Premises unto Grantee, its successors and assigns, against Grantors and their heirs and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness Grantors' hands and seals this 19 day of June, 2003.

Signed, sealed and delivered  
in the presence of:

Jessica M. Grayham  
Marion M. Boogear

Traci B. Pennell  
Traci B. Pennell  
David G. Pennell  
David G. Pennell

DEE-2003-39349  
Recorded 7 Pages on 6/24/2003 1:39:44 PM  
Recording Fee: \$10.00 Documentary Stamps: \$691.90  
Office of Register of Deeds, Spartanburg, S.C.  
Stephen Ford, Register





STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF Greenville )

I, Marion M. Goodyear, a notary public for South Carolina, do hereby certify that Traci B. Pennell and David G. Pennell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this 19 day of June, 2003.

Marion M. Goodyear [SEAL]  
Signature of Notary Public  
My commission expires: 9-14-10

EXHIBIT "A"  
Legal Description

All that certain piece, parcel or lot of real property located on S.C. Highway 296 in Spartanburg County, South Carolina comprised of  $\pm 5.66$  acres and having, according to the survey captioned "Boundary Survey for 296 at Kist Road, LLC" dated May 9, 2003 (last revised June 16, 2003) prepared by Freeland and Associates, Inc. the following description:

Commencing at an iron pin located at the intersection of the southern right-of-way of S.C. Highway 296 (66' right-of-way) and the eastern right-of-way of Kist Road (40' right-of-way); thence along said southern right-of-way of S.C. Highway 296 N 48-51-48 E for 601.62 feet to an iron pin being the POINT OF BEGINNING; thence continuing along said southern right-of-way N 48-51-48 E for 117.76 feet to an iron pin; thence with a curve to the right having a radius of 1107.00 feet, an arc length of 291.09 feet and a chord bearing and distance of N 56-23-47 E for 290.25 feet to an iron pin; thence leaving said right-of-way along the common line of Coggins (Deed Book 36J, Page 255) S 14-57-30 E for 406.20 feet to an iron pin; thence along the common line of Brockman (Deed Book 26V, Page 459 and Deed Book 16Q, Page 319; 3.80 Acre Tract) S 15-16-11 E for 270.65 feet to an iron pin; thence along the common line of Brockman (Deed Book 53C, Page 804) and Betty (Deed Book 75C, Page 637) S 64-02-40 W for 381.72 feet to an iron pin; thence along the common line of Brockman (Deed Book 26V, Page 459; 4.89 Acre Tract) N 15-39-52 W for 604.97 feet to an iron pin on the southern right-of-way of S.C. Highway 296 and being the Point of Beginning.

TMS # 5-41-00-84.01

Derivation: Deed from Herbert J. Brockman to Traci B. Pennell and David G. Pennell dated February 12, 1992 recorded February 17, 1992 in Book 58N, Page 793.

**EXHIBIT "B"**  
**Permitted Exceptions**

- a. Taxes and assessments for the year 2003, and subsequent years, which are a lien but are not yet due and payable.
- b. Current or future rollback taxes.
- c. Easements to Duke Power Company recorded in Book 32-B, Page 427; Book 9-U, Page 819; and Book 9-E, Page 375.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

## AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at S.C. Highway 296, bearing Spartanburg County Tax Map Number 5-41-00-84.01, was transferred by Traci B. Pennell and David G. Pennell to 296 at Kist Road, LLC on June 19, 2003.
3. Check one of the following: The deed is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ exempt from the deed recording fee because (see Information section of Affidavit): \_\_\_\_\_ (If exempt, please skip items 4 - 7 and go to item 8 of this Affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see Information section of this Affidavit):
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$186,780.00.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes \_\_\_\_\_ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_.
6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \$186,780.00
  - (b) Place the amount listed in item 5 above here: -0-  
(If no amount is listed, place zero here)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$186,780.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$691.90.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the

transaction as Attorney for Grantee.

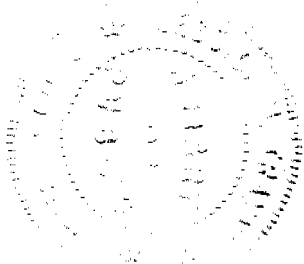
9. I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

*Marie M. Rehear*

Responsible Person Connection with the Transaction

SWORN to before me this 19  
day of June, 2003.

*Jessica M. Haytham*  
Notary Public for South Carolina  
My Commission Expires: 2/22/06



**INFORMATION**

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

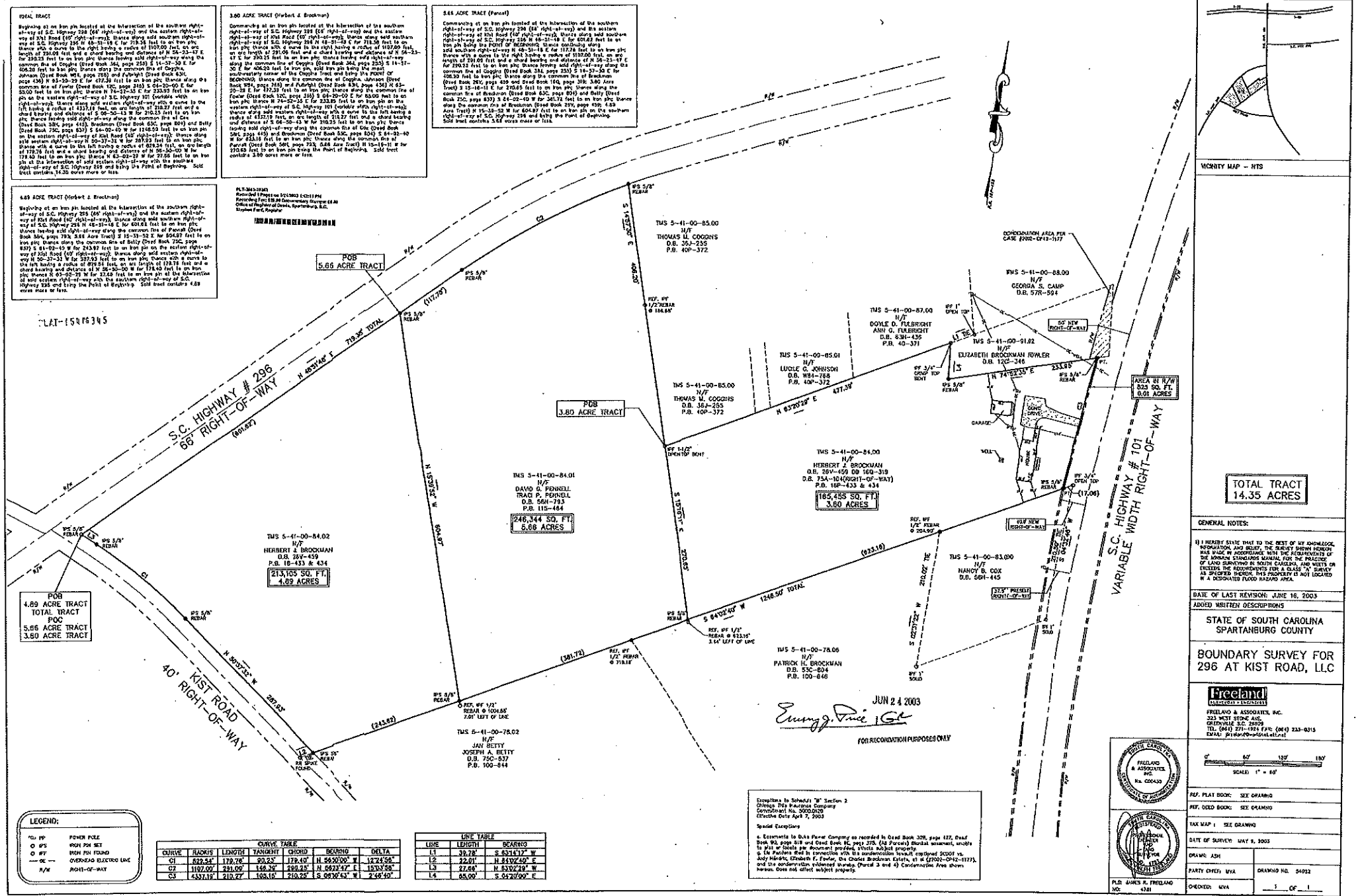
**Exempted are deeds:**

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





154/345



To Whom It May Concern: Plat as shown exempt from approval process. However, all other requirements of the Spartanburg County Unified Land Management Ordinance must be met.

*Ernest J. Price* JUN 24 2003

PLT-2003-39361  
Recorded 1 Pages on 6/24/2003 1:41:36 PM  
Recording Fee: \$10.00 Documentary Stamps: \$0.00  
Office of Registrar of Deeds, Spartanburg, S.C.  
Stephen Ford, Registrar

TMS 5-41-00-88.00  
N/F  
GEORGIA S. CAMP  
D.B. 57R-594

PLAT-154 PG 344

TMS 5-41-00-87.00  
N/F  
DOYLE D. FULBRIGHT  
ANN G. FULBRIGHT  
D.B. 63H-436  
P.B. 40-371

TMS 5-41-00-91.02  
N/F  
ELIZABETH BROCKMAN FOWLER  
D.B. 12C-346

TMS 5-41-00-84.00  
N/F  
HERBERT J. BROCKMAN  
D.B. 26V-459 D.B. 16Q-319  
DB 75A-104(RIGHT-OF-WAY)  
P.B. 18P-433 & 434

CONDEMNATION AREA PER  
CASE #2002-CP42-1177

50' NEW  
RIGHT-OF-WAY

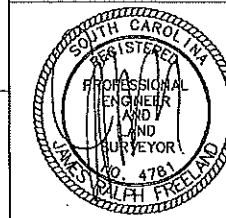
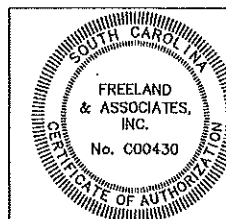
AREA IN R/W  
1,873 SQ.FT.  
0.04 ACRES

VARIABLE WIDTH RIGHT-OF-WAY  
S.C. HIGHWAY # 101

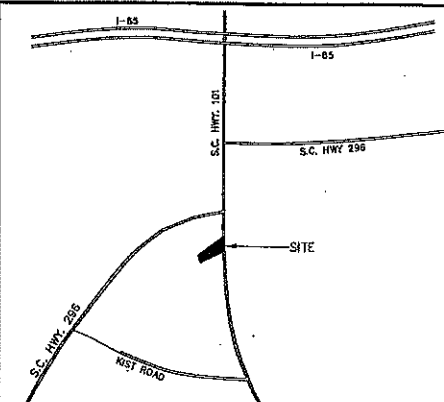
LINE TABLE		
LINE	LENGTH	BEARING
L1	3.93'	N 63°20'59" E
L2	20.30'	S 74°52'35" W
L3	10.89'	S 74°52'35" W

**Freeland**  
SURVEYORS & ENGINEERS

FREELAND & ASSOCIATES, INC.  
323 WEST STONE AVE.  
GREENVILLE S.C. 29609  
TEL. (864) 271-4924 FAX: (864) 233-0315  
EMAIL: jfreeland@worldnet.att.net



PLS: JAMES R. FREELAND  
NO: 4781



VICINITY MAP - NTS

GENERAL NOTES:

1) 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 "A" SURVEY AS SPECIFIED THEREIN. THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.

2.) REFERENCE PLAT BY THIS FIRM ENTITLED "BOUNDARY SURVEY FOR 296 AT KIST ROAD, LLC" DATED MAY 9, 2003, LAST REVISED JUNE 17, 2003.

DATE OF LAST REVISION:

STATE OF SOUTH CAROLINA  
SPARTANBURG COUNTY

BOUNDARY SURVEY FOR  
296 AT KIST ROAD, LLC  
(TMS 5-41-00-91.02)

0' 40' 80' 120'  
SCALE: 1" = 40'

REF. PLAT BOOK: SEE DRAWING

REF. DEED BOOK: 12C-346

TAX MAP: 5-41-00-91.02

DATE OF SURVEY: MAY 9, 2003

DRAWN: ASH/JEA

PARTY CHIEF: MVA

CHECKED: MVA

DRAWING NO. 54022-1

1 OF 1





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

Date 3/1/22

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

Tax Map Number(s) 5-41-00-084.01 p/o 5-41-00-084.00  
5-41-00-084.02 p/o 5-41-00-078.09  
Property Address(s) Hwy 101 at Hwy 296  
Acreage of Properties 11.98- 11.55 County Spartanburg

**Applicant Information**

Name The Divine Group  
Address 22 Garlington Rd 2nd Floor  
Greenville SC 29615  
Contact Number (864) 593-8493  
Email Chad@Divinegroup.us

**Property Owner Information**

(If multiple owners, see back of sheet)

Name 296 @ Kist Rd  
Address PO Box 25909  
Greenville SC 29616  
Contact Number (864) 414-0714  
Email Mike.McNicholas@choldings.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     

The applicant hereby requests that the property described be zoned (in the case of Annexation) or rezoned from Highway Commercial to RM-2.

Existing Use: N/A Proposed Use: Multi-family attached development

Signature(s) Spattel  
McNicholas

All zoning classifications, permitted uses and fees are available at [www.cityofgreer.org](http://www.cityofgreer.org)

**OFFICE USE ONLY**

Date Filed                     

Case No.                     

Meeting Date

**ZONING REPORT**  
**STAFF REPORT TO THE GREER PLANNING COMMISSION**  
**MONDAY, FEBRUARY 21, 2022**

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**DOCKET:** RZ 22-01

**APPLICANT:** Divine Group

**PROPERTY LOCATION:** Highway 296 (Reidville Rd), Highway 101, Kist Rd

**TAX MAP NUMBER:** 5-41-00-084.01, p/o 5-41-00-084.02,  
p/o 5-41-00-084.00, p/o 5-41-00-078.09

**EXISTING ZONING:** C-3, Highway Commercial

**REQUEST:** Rezone to RM-2, Residential Multi-family

**SIZE:** 11.55 acres

**COMPREHENSIVE PLAN:** Neighborhood Center

**ANALYSIS:** **RZ 22-01**

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**RZ 22-01** is a rezoning request for several portions of parcels located at the intersection of Highway 296 (Reidville Rd), Highway 101 and Kist Rd. The request is to rezone the properties from C-3, Highway Commercial to RM-2, Residential Multi-family for use as a future apartment complex.

Surrounding land uses and zoning include:

North:	Unzoned Spartanburg County, vacant
East:	C-2, Commercial District, vacant and single-family residences
South:	Unzoned Spartanburg County
West:	C-3, Highway Commercial

The Future Land Use Map in the Comprehensive Plan defines this area as a Neighborhood Center. Neighborhood Centers are within a roughly 1/8 mile radius of identified crossroads/nodes where non-residential, neighborhood serving uses should be clustered. These occur predominantly in close proximity to residential areas. They are designed to be very walkable, compact, neighborhood-scale, and connected to their surroundings. They provide goods and services to immediate neighborhoods.

**Primary Uses:** Neighborhood retail, office, upper floor residential, multi-family apartments/condominiums, greens and plazas

**Secondary Uses:** Small-scale apartment buildings, civic and institutional facilities

The triangle of land between Highway 296 (Reidville Rd), Highway 101 and Kist Rd is largely undeveloped and/or zoned for more intense commercial uses. The Future Land Use Map identifies the area within a half-mile of the intersection as a center or node. An apartment complex will support future commercial uses surrounding it and to the west. This center will support the outlying area which is predominantly single-family residential or vacant and will develop in a largely suburban residential pattern. Concentrating density and commercial uses in this area along heavily traveled corridors is appropriate; staff supports the request.

**STAFF RECOMMENDATION: Approval**

**PLANNING COMMISSION RECOMMENDATION:**

The Commission and the applicant discussed the request. Commissioners asked questions regarding use of the whole site including outparcels and why the request was for multi-family only instead of a PD, Planned Development. The developer is interested in a residential complex and retaining flexibility on outparcels.

**ACTION** – Mr. Lavender made a motion to approve RZ 22-01. Mr. Lamb seconded the motion. The motion carried with a vote of 5 to 0. The motion passed.