



AGENDA
GREER CITY COUNCIL

April 26, 2022

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

6:30 PM

COUNCIL REGULAR MEETING

Call to Order

Mayor Rick Danner

Invocation and Pledge of Allegiance

Councilman Jay Arrowood

Public Forum

Minutes of Council Meeting

1. April 12, 2022
(Action Required)

Departmental Reports

1. Building & Development Standards Activity Report - March 2022
2. Engineering Activity Report - March 2022
3. Financial Activity Report - March 2022
[Link to Detail Financial Reports](#)
4. Fire Department Activity Report - March 2022
5. Municipal Court Activity Report - March 2022
6. Parks, Recreation and Tourism Activity Report - March 2022
7. Police Department Activity Report - March 2022
8. Public Services Activity Report - March 2022

9. Website Activity Report - March 2022

Administrator's Report

Andy Merriman, City Administrator

Old Business

1. Second and Final Reading of Ordinance Number 4-2022

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY PAKT DIVINE, LLC LOCATED ON ABNER CREEK ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY. (Action Required)

2. Second and Final Reading of Ordinance Number 5-2022

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

3. Second and Final Reading of Ordinance Number 8-2022

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY ALVIN AND NADINE DONAHUE LOCATED AT 873 OLD JONES ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-10 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTY. (Action Required)

Brandon McMahan, Planner

4. Second and Final Reading of Ordinance Number 9-2022

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY SANDRA HARRISON, TERESA ALEXANDER, ANGELA HENDERSON, CINDY GIBSON, GRANT HARRISON, MICHELLE HICKMAN, MELISA GOLDSMITH, MARY ALEXANDER AND MIRANDA ALEXANDER LOCATED AT 865 OLD JONES ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-10 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTY. (Action Required)

Brandon McMahan, Planner

5. Second and Final Reading of Ordinance Number 10-2022

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND INDIGO BLUE INVESTMENTS, LLC, WITH RESPECT TO INFRASTRUCTURE IMPROVEMENTS IN THE CITY OF GREER, AND OTHER MATTERS RELATED THERETO.

Brandon McMahan, Planner

6. Second and Final Reading of Ordinance Number 15-2022

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY BANCO GROUP, LLC LOCATED AT 3700 BRUSHY CREEK ROAD FROM C-2 (COMMERCIAL DISTRICT) TO RM-2 (RESIDENTIAL MULTI-FAMILY DISTRICT). (Action Required)

7. Second and Final Reading of Ordinance Number 17-2022

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY RESIDENTS DEVELOPERS, LLC LOCATED ON SNOW ROAD FROM R-12 (RESIDENTIAL SINGLE FAMILY DISTRICT) TO DRD (DESIGN REVIEW DISTRICT). (Action Required)

Brandon McMahan, Planner

8. Second and Final Reading of Ordinance Number 18-2022

AN ORDINANCE TO AMEND THE CITY OF GREER HISTORIC OVERLAY DISTRICT ZONING MAP AS ALLOWED BY CHAPTER 38, ARTICLE III, SECTION 38-85 OF THE CITY OF GREER CODE OF ORDINANCES. (Action Required)

9. Second and Final Reading of Ordinance Number 19-2022

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

New Business

1. First Reading of Ordinance Number 16-2022

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY L & W OF GREER, INC. LOCATED ON HAWKESBERRY DRIVE, WOODRUFF DRIVE AND GAP CREEK ROAD FROM PD (PLANNED DEVELOPMENT) TO R-12 (SINGLE FAMILY RESIDENTIAL DISTRICT). (Action Required)

Ordinance 16-2022 is a rezoning request for three parcels of land adjacent to the existing beginning phases of the Riverdale subdivision and Gap Creek Rd. The owner is requesting to rezone the property from PD, Planed Development to R-12, Single-family Residential. These properties were originally zoned as a Planned Development in 1995. Staff is unable to find a

Statement of Intent or a development plan in records for this project; however minutes from the Planning Commission meeting specify 284 single-family lots and 392 multi-family units, not to exceed 676 lots/units. The applicant is proposing to finish out the remainder of the property with single-family detached, which will be set up under a different HOA than the existing homes in the Riverdale subdivision. The Planning Commission conducted a public hearing on March 21, 2022 for the rezoning of these parcels. The Planning Commission recommended to approve this request.
Ashley Kaade, Senior Planner

2. First Reading of Ordinance Number 20-2022

AN ORDINANCE APPROVING A MAJOR CHANGE TO A DESIGN REVIEW DISTRICT (DRD) OF CERTAIN REAL PROPERTY IN THE CITY OF GREER RELATED TO THE GILBERT ST TOWNHOMES DEVELOPMENT (Action Required)

Ordinance 22-2022 is a DRD, Design Review District Major Change request for a townhome development on Gilbert St. The original rezoning was approved in 2018 and allowed for up to eight single-family attached units. The applicant is requesting to change the building type to single-family detached, with up to six units. The Planning Commission conducted a public hearing on April 18, 2022 for the DRD Major Change request and made a recommendation of approval.

Ashley Kaade, Senior Planner

3. First Reading of Ordinance Number 21-2022

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY BRIAN FOWLER AND GREGORY TAYLOR LOCATED ON NORTH MAIN STREET FROM RM-1 (RESIDENTIAL MULTI-FAMILY DISTRICT) TO R-5 (GARDEN COURT OR PATIO HOME DISTRICT). (Action Required)

Ordinance #21-2022 is a rezoning request for three parcels, totaling approximately 0.81 acres, located at the intersection of N Main St and Wildwood Dr. The request is to rezone the properties from RM-1, Multi-family Residential to R-5, Garden House or Patio Home. The applicant intends to subdivide up to six single-family detached lots. The Planning Commission conducted a public hearing on April 18, 2022 for the rezoning of these parcels and recommended approval.

Ashley Kaade, Senior Planner

4. First Reading of Ordinance Number 22-2022

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY RIVER OF LIFE ROMANIAN CHURCH LOCATED ON SOUTH LINE STREET FROM R-12 (SINGLE FAMILY RESIDENTIAL

DISTRICT) TO C-2 (COMMERCIAL DISTRICT). (Action Required)

Ordinance 22-2022 is a rezoning request for two parcels, totaling approximately 0.51 acres, located at the intersection of Snow St and S. Line St Ext. The request is to rezone the properties from R-12, Single-family Residential to C-2, Commercial District. The applicant intends to build a parking lot for use by the church located at 106 New Woodruff Rd. The Planning Commission conducted a public hearing on April 18, 2022 for the rezoning of these parcels and recommended denial.

Ashley Kaade, Senior Planner

5. First and Final Reading of Resolution Number 8-2022

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

Council approved the purchase of two fire trucks at its meeting held April 12, 2022. The payment for these trucks will be made in advance of delivery to take advantage of discounts and savings available, and in advance of the lease purchase debt that will be issued to fund this purchase. This resolution allows the City to legally reimburse itself for the purchase of capital expenditures made prior to a future planned debt issuance.

David Seifert, Chief Financial Officer

6. First and Final Reading of Resolution Number 9-2022

A resolution APPROVING, RATIFYING AND CONSENTING TO THE transfer and PARTIAL ASSIGNMENT BY CP GREER, LLC TO, AND ASSUMPTION BY, LBA OR CORE-COMPANY XVII, LLC OF A CERTAIN EXISTING AMENDED AND RESTATED Economic Development AGREEMENT TO WHICH THE CITY IS A PARTY AND OTHER MATTERS RELATING THERETO. (Action Required)

Reno Deaton, Executive Director of Greer Development Corporation

7. Approval of Accommodations Tax Committee Grant Recommendations

The City of Greer ATAX Committee met March 30, 2022, to review eight applications received for ATAX Grants. The Committee recommends the attached funding summary to be approved by City Council for award to the recipients.

David Seifert, Chief Financial Officer

8. Bid Summary - Fireworks at Freedom Blast 2022

The City of Greer Parks and Recreation Department obtained one sealed bid from a qualified interested offeror for the display of fireworks for the City of

Greer Freedom Blast festival. Bid includes materials and labor cost for fireworks display. Prices are as follows: Zambelli Fireworks \$25,000.00
Staff has reviewed the information contained in proposal such as references, pricing, etc. Staff recommends the bid be awarded to Zambelli Fireworks. The submitted bid is within budget, and Zambelli Fireworks is a nationally recognized company and leader in the fireworks industry. They are a very reputable company with an extensive work history in the City of Greer, providing fireworks for Freedom Blast for the past ten years. If awarded, this will be a two year contract with the option to renew the contract with Zambelli Fireworks annually, for no more than two (2) years based on performance and service. (Action Required)
Andy Merriman, City Administrator

Executive Session

Council may take action on matters discussed in executive session.

1. Contractual Matter

Request: 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).

2. Contractual Matter

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

Adjournment

1. Council will conduct a Workshop immediately following the Regularly Scheduled Council Meeting

Workshop

1. Unified Development Ordinance (UDO) Workshop
Zoning, Overlays and Uses

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
4/26/2022

Councilman Jay Arrowood

ATTACHMENTS:

Description	Upload Date	Type
▣ Invocation Schedule	4/12/2022	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
4/26/2022

April 12, 2022

Summary:

(Action Required)

ATTACHMENTS:

Description	Upload Date	Type
□ April 12, 2022 Council Meeting Minutes	4/20/2022	Backup Material

CITY OF GREER, SOUTH CAROLINA

MINUTES of the FORMAL MEETING of GREER CITY COUNCIL April 12, 2022

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

Call to Order of the Formal Meeting

Mayor Rick Danner – 6:31 P.M.

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

Councilmember Karuam Booker was absent.

Others present: Andy Merriman, City Administrator, Tammela Duncan, Municipal Clerk, Mike Sell, Deputy City Administrator, Steve Owens, Communications Manager and various other staff and media.

Invocation and Pledge of Allegiance

Boy Scout Troop 41 from Zoar Methodist Church led in the Pledge of Allegiance and Mayor Rick Danner gave the invocation.

Public Forum

No one signed up to speak during Public Forum.

Minutes of the Council Meeting

March 22, 2022

ACTION – Councilmember Wryley Bettis made a motion that the minutes of March 22, 2022 be received as written. Councilmember Jay Arrowood seconded the motion.

VOTE - Motion carried unanimously.

SPECIAL RECOGNITION

Proclamation – Richard Watson

Mayor Danner presented Richard Watson with a Certificate of Appreciation for his dedicated service to the city of Greer. Mr. Watson was presented a gift in appreciation of his twenty-two years of service from November 11, 1999 until March 30, 2022.

Andy Merriman, City Administrator presented the following:

Tommy Stringer – former South Carolina State Representative was awarded the Order of the Palmetto by Governor Henry McMaster today at City Hall for his years of service to the Greer area.

City of Greer Fire Department – was designated a Fire Safety Community for 2021. 104 departments in the state were recognized. We were able to receive this through enhanced data collection, in-home safety visits, and attending classes on risk management. Congratulations to the Greer Fire Department.

Employee Picnic – is scheduled for Friday, April 29th.

Vacancy Report – currently we have 39 vacancies with 23 people in process.

Job Fair – is scheduled for Thursday, April 14th at the Cannon Centre from 7:00 am until 4:00 pm.

UDO Workshop – is scheduled for Tuesday, April 26th.

Mayor Danner reminded Council the Greer Goes Global International Festival is schedule for Saturday, April 23rd 11:00 am until 4:00 pm in City Park.

Old Business

Second and Final Reading of Ordinance Number 4-2021

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY PAKT DIVINE, LLC LOCATED ON ABNER CREEK ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY.

Brandon McMahan, Planner stated the applicant requested this matter be withdrawn.

ACTION – Councilmember Mark Hopper made a motion to table Second and Final Reading of Ordinance Number 4-2022 until the April 26, 2022 Council Meeting. Councilmember Jay Arrowood seconded the motion.

VOTE – Motion carried unanimously.

Second and Final Reading of Ordinance Number 5-2021

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GREER, SOUTH CAROLINA AND PAKT DIVINE, LLC, WITH RESPECT TO

INFRASTRUCTURE IMPROVEMENTS IN THE CITY OF GREER, AND OTHER MATTERS RELATED THERETO

Brandon McMahan, Planner stated the applicant requested this matter be withdrawn.

ACTION – Councilmember Mark Hopper made a motion to table Second and Final Reading of Ordinance Number 5-2022 until the April 26, 2022 Council Meeting. Councilmember Jay Arrowood seconded the motion.

VOTE – Motion carried unanimously.

Second and Final Reading of Ordinance Number 13-2021

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.

Brandon McMahan, Planner stated the Planning Commission held a Public Hearing March 21, 2022 and recommended approval.

ACTION – Councilmember Wryley Bettis made a motion to approve Second and Final Reading of Ordinance Number 13-2022. Councilmember Jay Arrowood seconded the motion.

VOTE – Motion carried unanimously.

Second and Final Reading of Ordinance Number 14-2021

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).

Brandon McMahan, Planner stated the Planning Commission held a Public Hearing February 21, 2022 and recommended approval.

ACTION – Councilmember Jay Arrowood made a motion to approve Second and Final Reading of Ordinance Number 14-2022. Councilmember Wryley Bettis seconded the motion.

VOTE – Motion carried unanimously.

NEW BUSINESS

Bid Summary – Cannon Centre Deck Renovation Project

Andy Merriman, City Administrator requested this project be withdraw from the agenda, it will be rebid at a later date.

ACTION – Councilmember Wryley Bettis made a motion to table the bid summary for the Cannon Centre Deck Renovations Project. Councilmember Jay Arrowood seconded the motion.

VOTE – Motion carried unanimously.

Bid Summary – Victor Gym Parking Lot Repaving Project

Andy Merriman, City Administrator requested this project be held over.

ACTION – Councilmember Wryley Bettis made a motion to hold over the bid summary for the Victor Gym Parking Lot Repaving Project. Councilmember Mark Hopper seconded the motion.

VOTE – Motion carried unanimously.

Project Management Software Approval

Beginning in February a team of relevant staff began assessing various software packages available for the management of the city projects. The primary focus for these valuations revolved around finding a configurable, intuitive and user friendly software that will increase collaboration and communication, create accountability, and manage our resources more effectively and efficiently. Currently there is no Project Management Process or task flow in place and this will help establish a system everyone can understand and follow with consistency.

The team looked at Procore, PM Web, Project Mates, Clear Point Strategy, and Aurigo Essentials. The first round of assessments resulted in narrowing the choice down to Project Mates and the Aurigo package and ultimately the choice was agreed upon that Aurigo will provide us with everything we're looking and appears to be a better product at a notably lower cost.

See attached quote for acquiring this software in the amount of \$37,250 to onboard the product and train staff, then \$17,250 annually thereafter. Funding is available in the General Fund.

Staff requests approval from Council to proceed.

John Goughneour, Facilities and Projects Manager

ACTION – Councilmember Jay Arrowood made a motion to approve the purchase of Aurigo Software in the amount of \$37,250.00 onboard cost and \$17,250.00 annual cost. Councilmember Judy Albert seconded the motion.

Discussion was held.

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

First Reading of Ordinance Number 15-2022
**AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF
PROPERTY OWNED BY BANCO GROUP, LLC LOCATED AT 3700 BRUSHY
CREEK ROAD FROM C-2 (COMMERCIAL DISTRICT) TO RM-2
(RESIDENTIAL MULTI-FAMILY DISTRICT).**

Brandon McMahan, Planner presented the request. He stated the Planning Commission held a Public Hearing March 21, 2022 and recommended approval.

ACTION – Councilmember Wryley Bettis made a motion to approve First Reading of Ordinance Number 15-2022. Councilmember Judy Albert seconded the motion.

Lengthy discussion was held.

VOTE – Motion failed 3-3 with Councilmembers Hopper, Dumas and Danner voting in opposition.

Mayor Danner realized he did not allow the owner/representative an opportunity to speak and asked for a recall of the vote.

ACTION – Councilmember Mark Hopper made a motion to recall the previous vote regarding First Reading of Ordinance Number 15-2022. Councilmember Lee Dumas seconded the motion.

VOTE – Councilmember Jay Arrowood left the room. Motion carried unanimously.

The owner/representative Nathan Coponen presented information to Council.

ACTION – Councilmember Wryley Bettis made a motion to approve First Reading of Ordinance Number 15-2022. Councilmember Judy Albert seconded the motion.

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

First Reading of Ordinance Number 17-2022
**AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF
PROPERTY OWNED BY RESIDENTS DEVELOPERS, LLC LOCATED ON
SNOW ROAD FROM R-12 (RESIDENTIAL SINGLE FAMILY DISTRICT) TO
DRD (DESIGN REVIEW DISTRICT).**

Brandon McMahan, Planner presented the request. He stated the Planning Commission held a Public Hearing March 21, 2022 and recommended approval with the condition the vinyl siding would be removed from the Statement of Intent and the addition of hardy board, brick and /or

stone be added with the requirement of the combination of 2 materials. Neither the owner nor a representative was present.

ACTION – Councilmember Wryley Bettis made a motion to approve First Reading of Ordinance Number 17-2022. Councilmember Jay Arrowood seconded the motion.

Discussion held.

VOTE – Motion carried unanimously.

First Reading of Ordinance Number 18-2022
**AN ORDINANCE TO AMEND THE CITY OF GREER HISTORIC OVERLAY
DISTRICT ZONING MAP AS ALLOWED BY CHAPTER 38, ARTICLE III,
SECTION 38-85 OF THE CITY OF GREER CODE OF ORDINANCES.**

Brandon McMahan, Planner presented the request. He stated in February the Board of Architectural Review made a recommendation to add the Greer Mill Site as a local designated historic property. The recommendation then went to the Planning Commission to amend the Zoning Ordinance and the Planning Commission is making that recommendation. This will allow the owner to apply for a special tax assessment for revitalization of the mill. Representatives Camron Gilstrap and Lawrence Black were present and spoke.

ACTION – Councilmember Judy Albert made a motion to approve First Reading of Ordinance Number 18-2022. Councilmember Mark Hopper seconded the motion.

Lengthy discussion held.

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

First Reading of Ordinance Number 19-2022
**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF ANY AND ALL
INTEREST IN CERTAIN REAL PROPERTY IN THE CITY OF GREER
(Canteen Ave to GCRA)**

Andy Merriman, City Administrator presented the request.

ACTION – Councilmember Jay Arrowood made a motion to approve First Reading of Ordinance Number 19-2022. Councilmember Judy Albert seconded the motion.

Brief discussion.

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

First and Final Reading of Resolution Number 7-2022
A RESOLUTION APPROVING AN AGREEMENT WITH COTRANSCO OF SC, INC.

Andy Merriman, City Administrator presented the request.

ACTION – Councilmember Judy Albert made a motion to approve First and Final Reading of Resolution Number 7-2022. Councilmember Lee Dumas seconded the motion.

Brief discussion held.

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

Purchase of 2 Fire Engines

Staff recommends the immediate purchase of two fire engines identical to the one currently on order due to the estimated delivery timeframe of 21 – 22 months from the date of order. The total cost not to exceed \$1,444,226.00 (\$722,113.00 per unit) with an estimated delivery of January 2024.

Andy Merriman, City Administrator and Dorian Flowers, Fire Chief presented the request.

ACTION – Councilmember Jay Arrowood made a motion to approve the purchase of 2 Fire Engines in the amount of \$1,444,226.00 (\$722,113.00 per unit). Councilmember Judy Albert seconded the motion.

Discussion held.

VOTE – Motion carried unanimously.

Executive Session

1. **Economic Development Matter – Project Keystones**
2. **Economic Development Matter – Project Line-out**

ACTION – In (7:58 p.m.) – Councilmember Lee Dumas made a motion to enter into Executive Session to discuss two (2) Economic Development Matters pertaining to Project Keystone and Project Line-out; as allowed by State Statue Section 30-4-70(a)(5). Councilmember Mark Hopper seconded the motion. Motion carried unanimously.

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

ACTION - Out (8:15 p.m.) – Councilmember Lee Dumas made a motion to come out of Executive Session. Councilmember Judy Albert seconded the motion. Motion carried unanimously.

Adjourn – 8:15 P.M.

Tammela Duncan, Municipal Clerk

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, April 8, 2022.

DRAFT

Category Number:
Item Number: 1.



AGENDA
GREER CITY COUNCIL
4/26/2022

Building & Development Standards Activity Report - March 2022

ATTACHMENTS:

Description	Upload Date	Type
▢ Building & Development Standards Activity Report - March 2022	4/12/2022	Backup Material

Building and Development Standards

MONTHLY REPORT: MARCH 2022

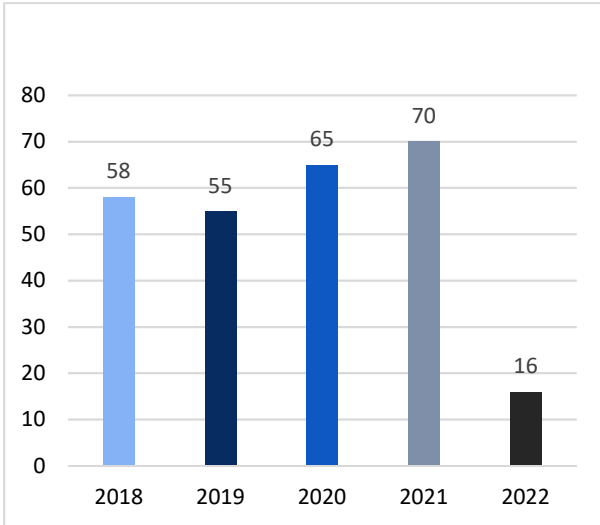


This is the monthly activity report of the Building and Development Standards department. It tracks the activities of: Planning & Zoning, Building Inspections and Code Enforcement, and GIS. More information about our Teams are located on the City of Greer's website at www.cityofgreer.org.

Planning & Zoning

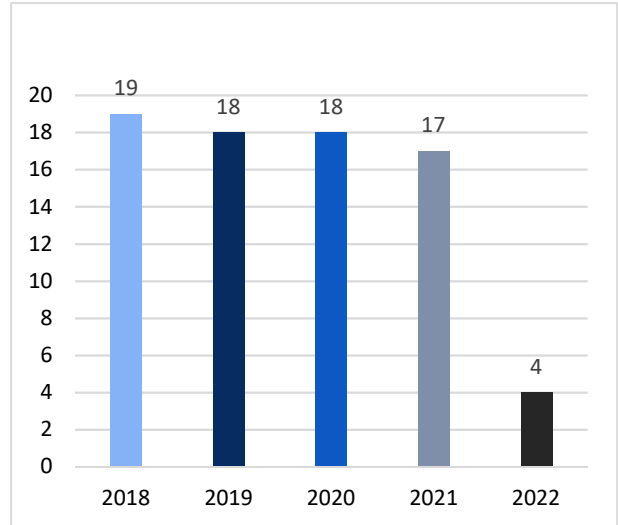
Planning Commission

The Planning Commission reviewed 9 cases in March.



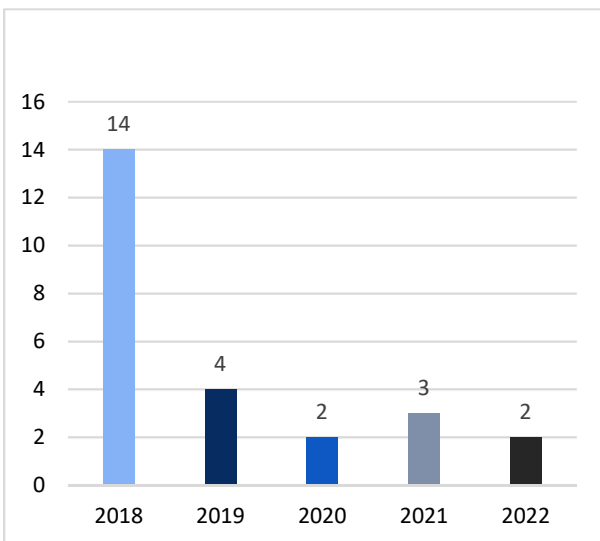
Board of Zoning Appeals

The Board of Zoning Appeals reviewed 1 cases in March.



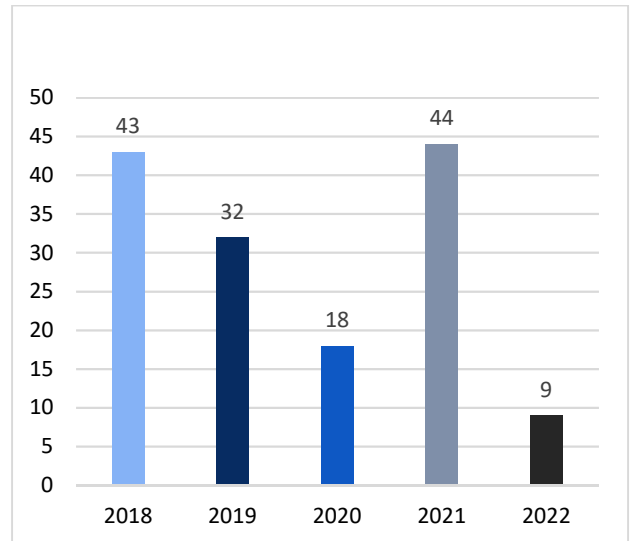
Board of Architectural Review

The Board of Architectural Review reviewed zero cases in March

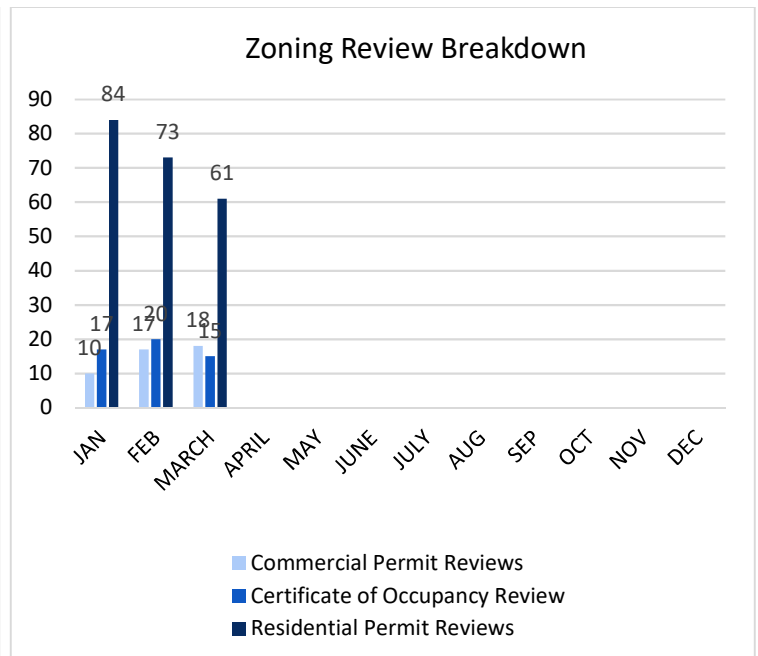
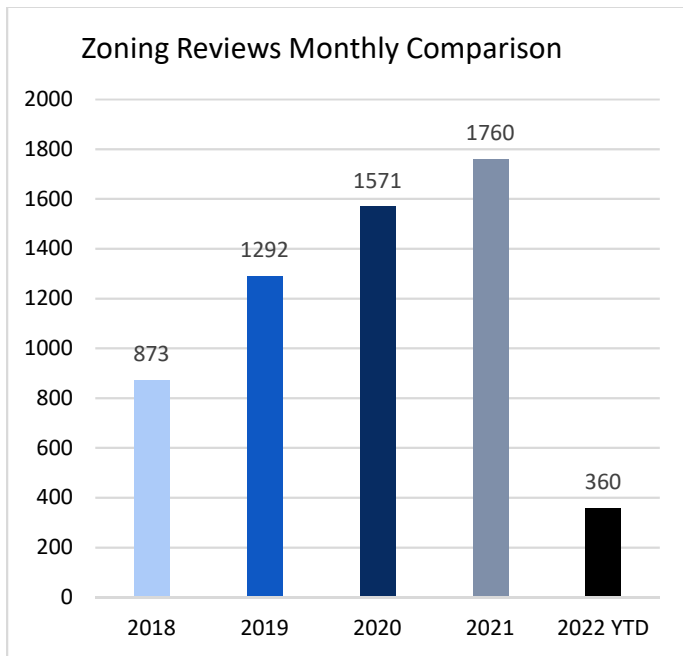


Planning Advisory Committee

The Planning Advisory Committee reviewed five cases in March.

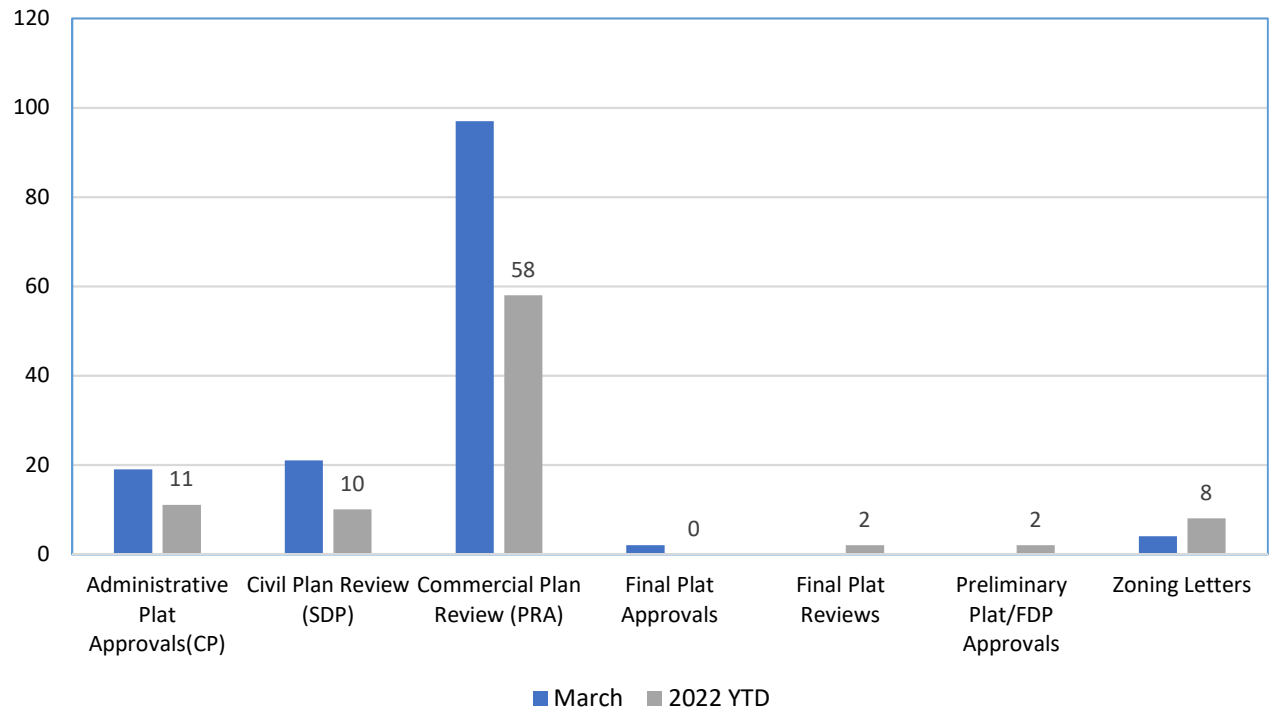


For more information about these cases, please visit the Planning and Zoning webpage at: <http://www.cityofgreer.org> or visit the GIS webpage to see an interactive Development Dashboard.



	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2022 YTD	132	134	94									
2021 YTD	189	182	193	184	150	127	132	124	112	129	92	146

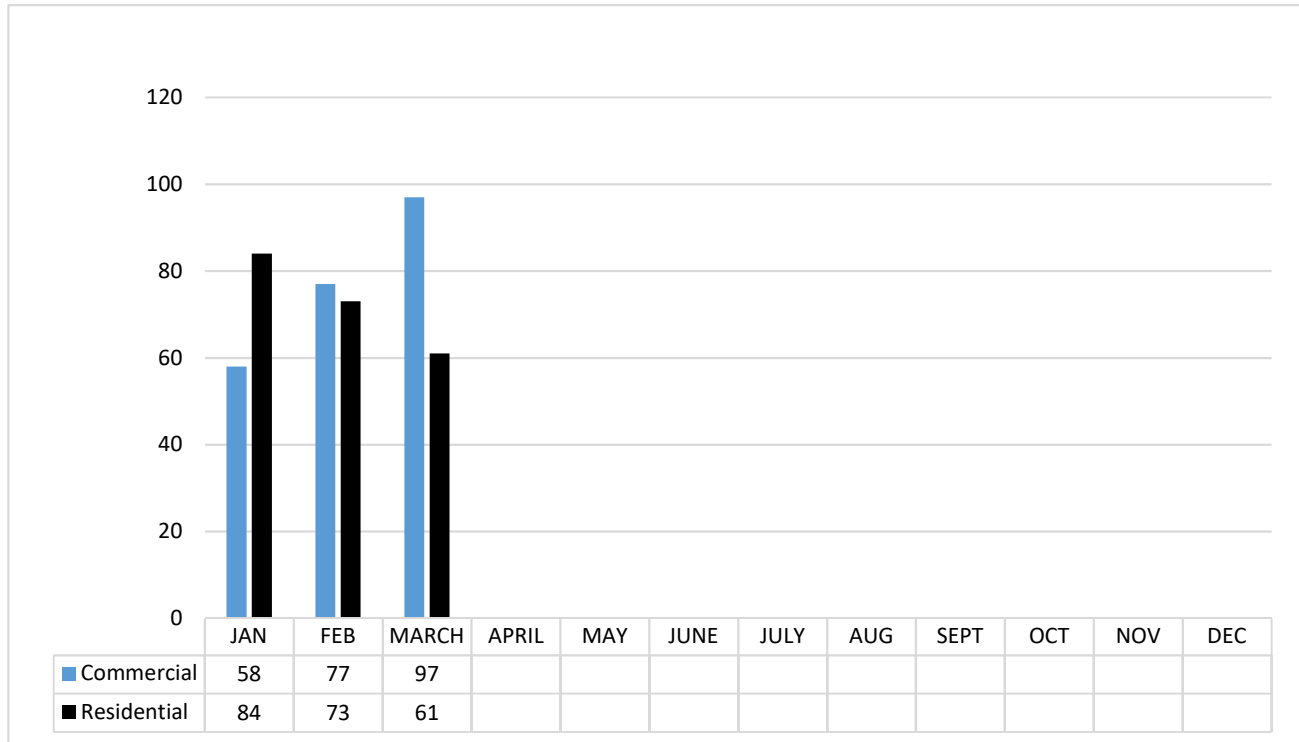
Other Planning & Zoning Activity



Building Inspections & Code Enforcement

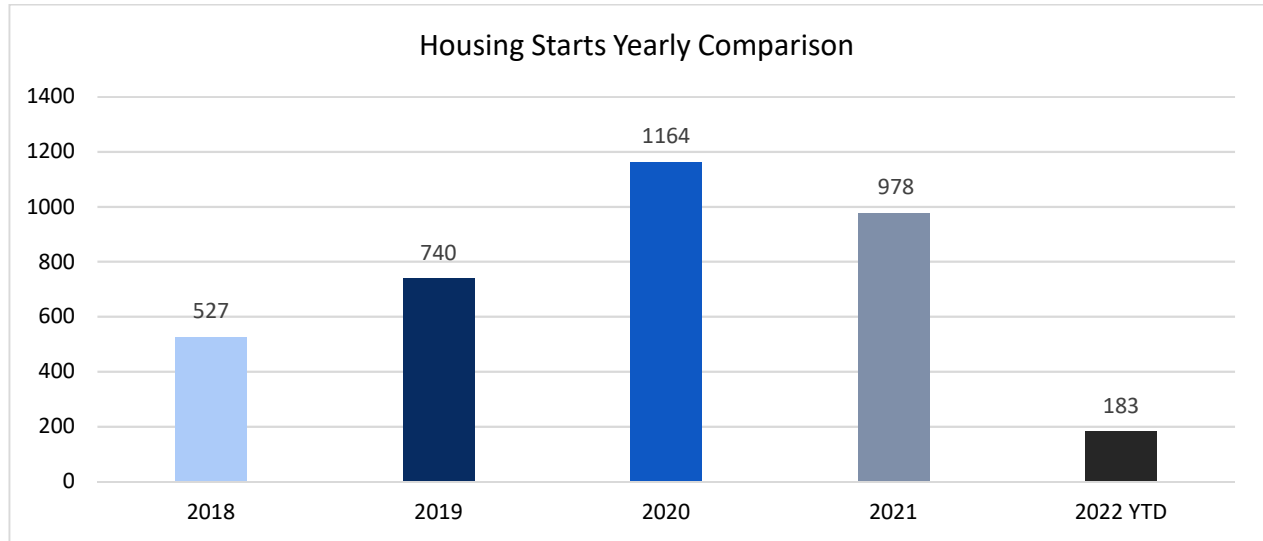
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Plan Reviews



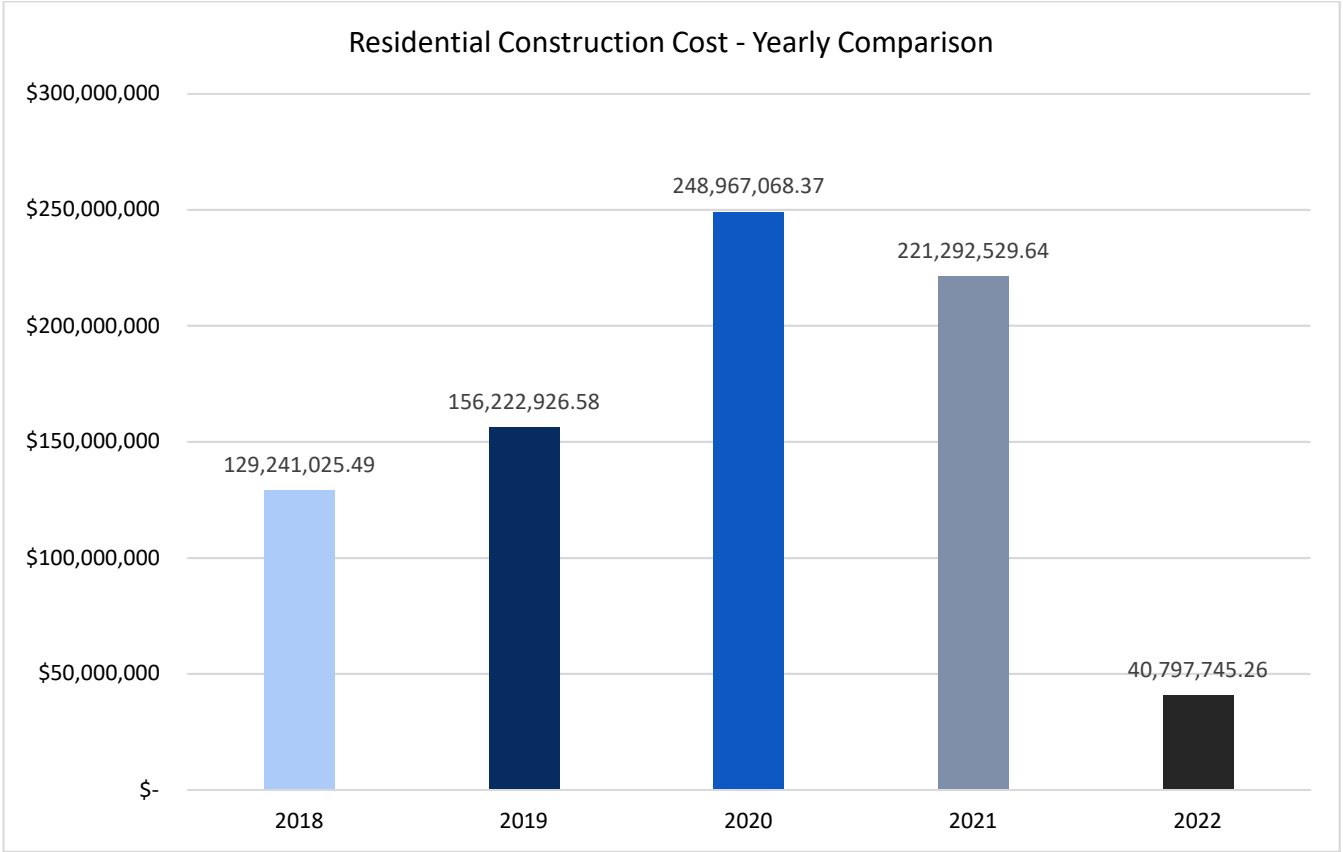
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2021 Commercial	62	82	71	77	65	94	97	85	67	83	81	71
2021 Residential	170	138	146	142	103	82	85	78	59	59	59	63

Housing Starts



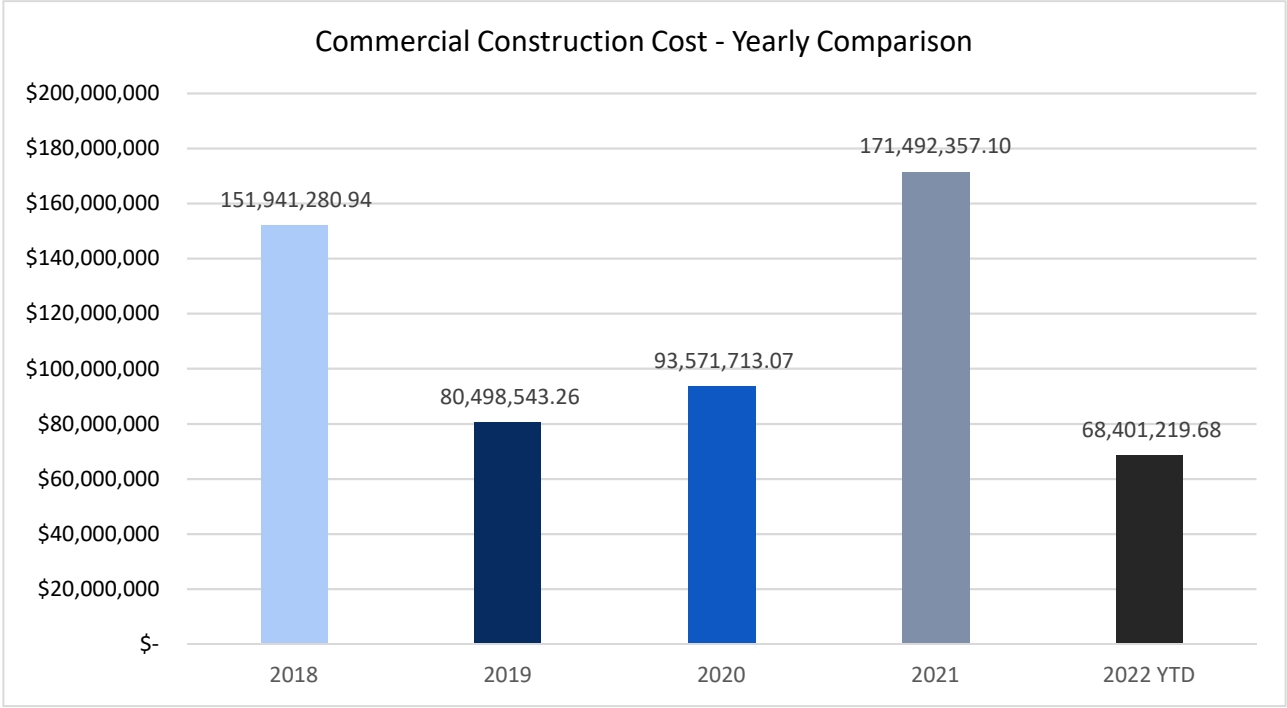
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2022 YTD	65	69	49									
2021	140	101	127	126	90	62	78	62	43	56	42	51

Residential Construction Costs



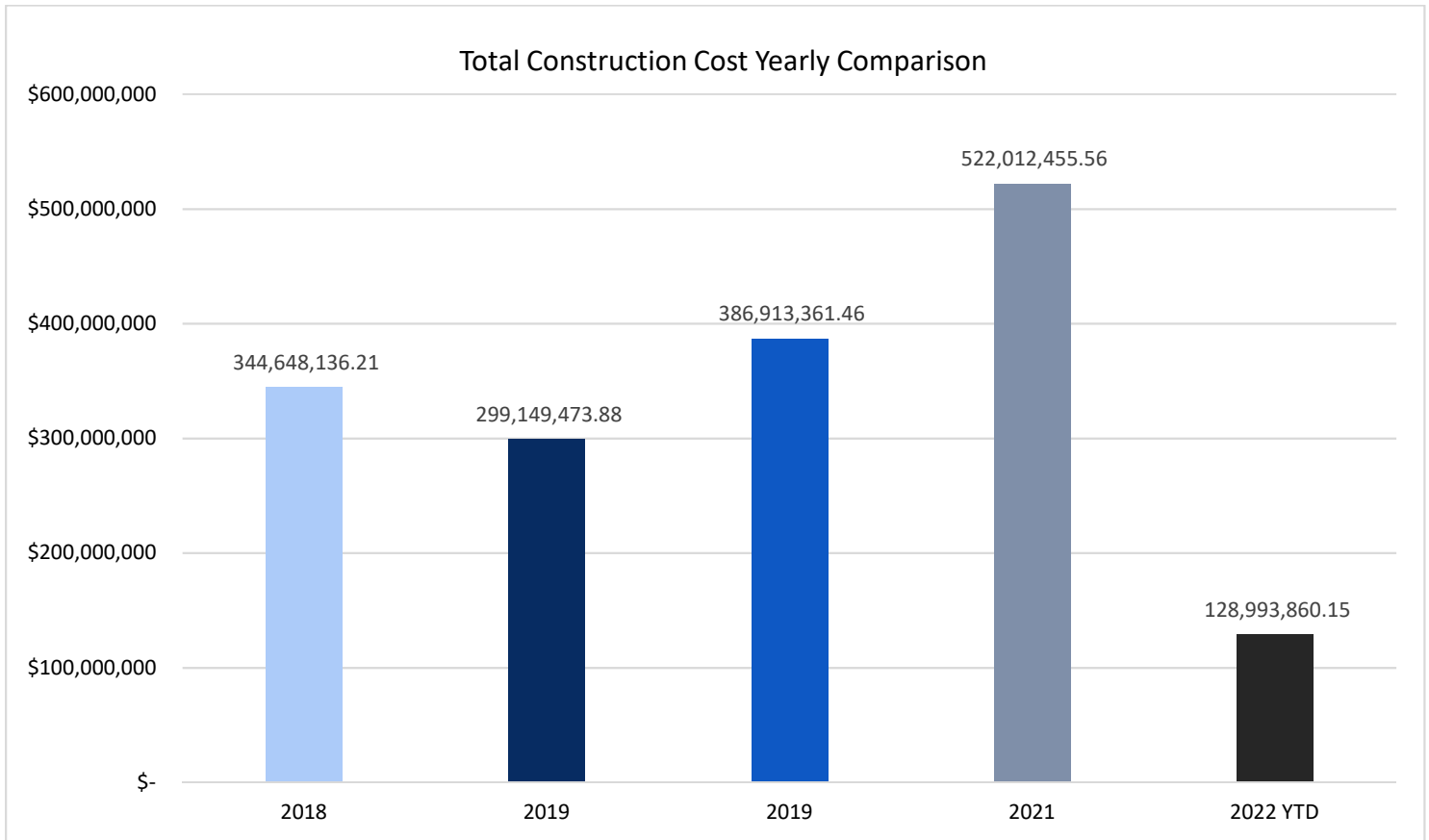
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2022 YTD	12,735,485	12,795,727	15,266,534									
2021	31,637,356	21,810,627	30,215,278	27,495,504	18,624,096	12,545,961	17,348,925	15,878,581	11,425,966	12,347,788	9,648,133	12,314,315

Commercial Construction Costs



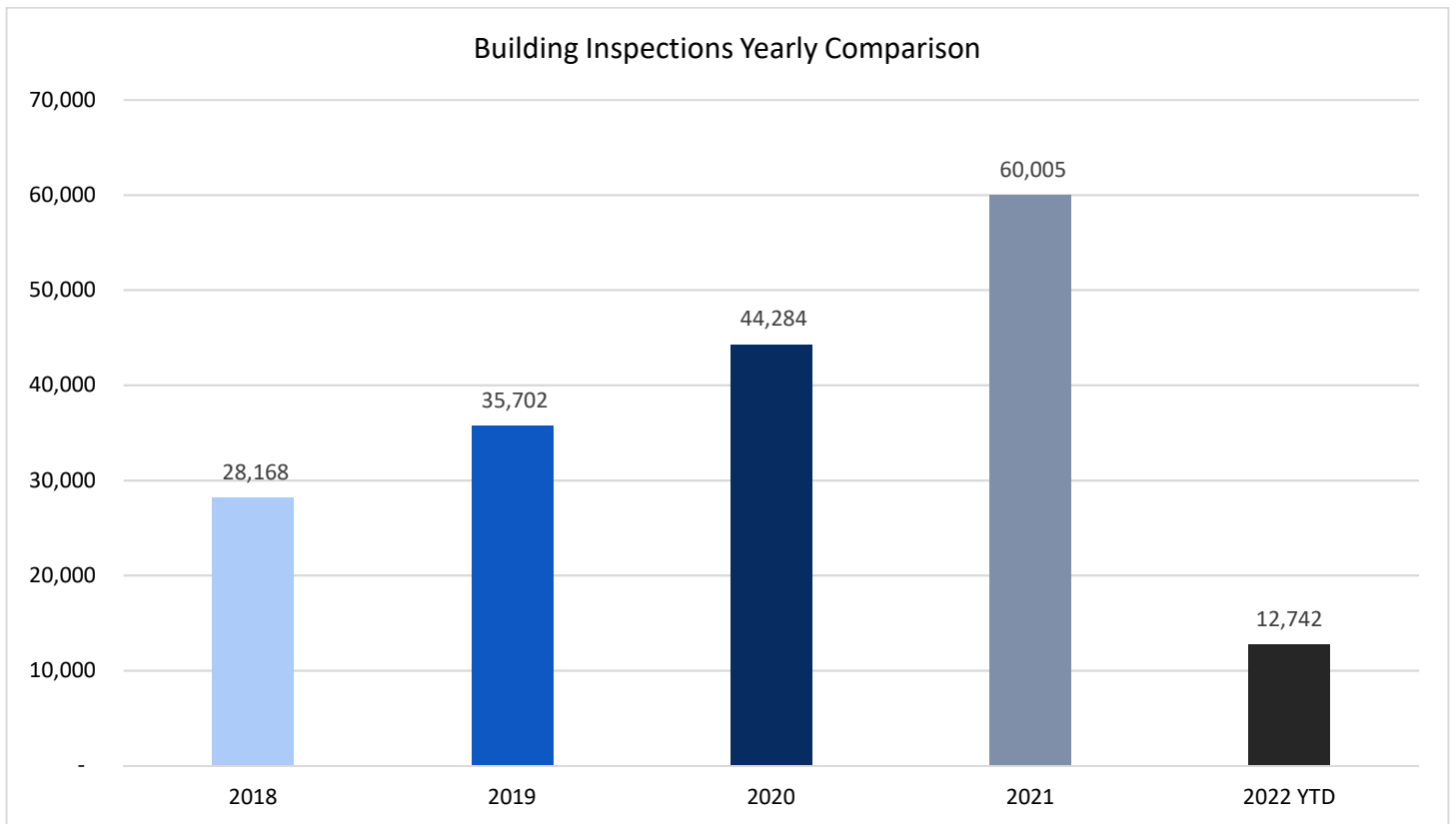
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2022 YTD	5,638,911	26,521,263	36,241,046									
2021	1,307,516	1,219,216	2,978,259	6,634,117	45,587,951	53,432,180	8,877,042	4,286,534	3,830,858	11,211,982	27,389,333	4,737,370

Total Construction Costs



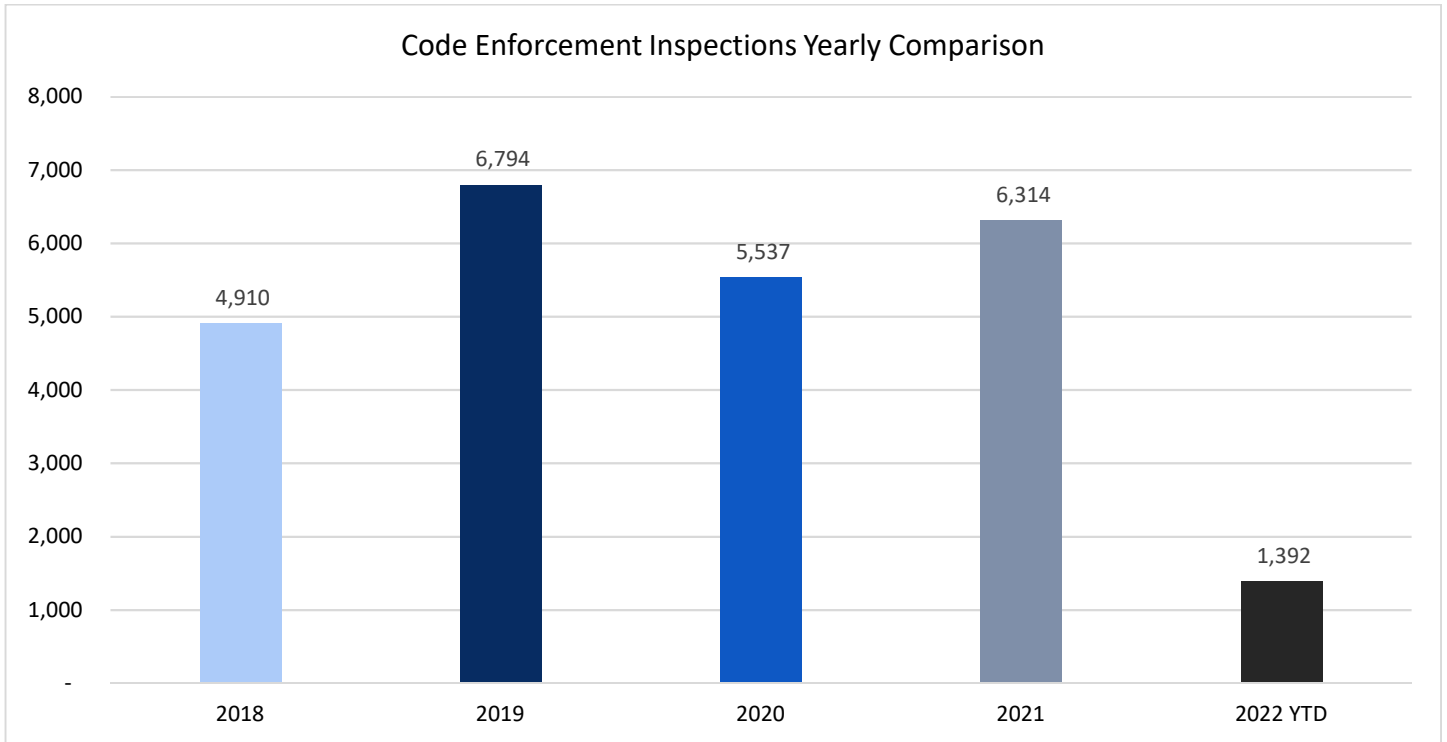
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2022 YTD	21,508,538	49,487,638	57,997,685									
2021	42,018,029	34,177,378	50,619,999	40,318,371	77,086,204	77,334,022	36,470,817	26,185,468	20,333,436	39,041,948	50,956,553	27,470,232

Building Inspections



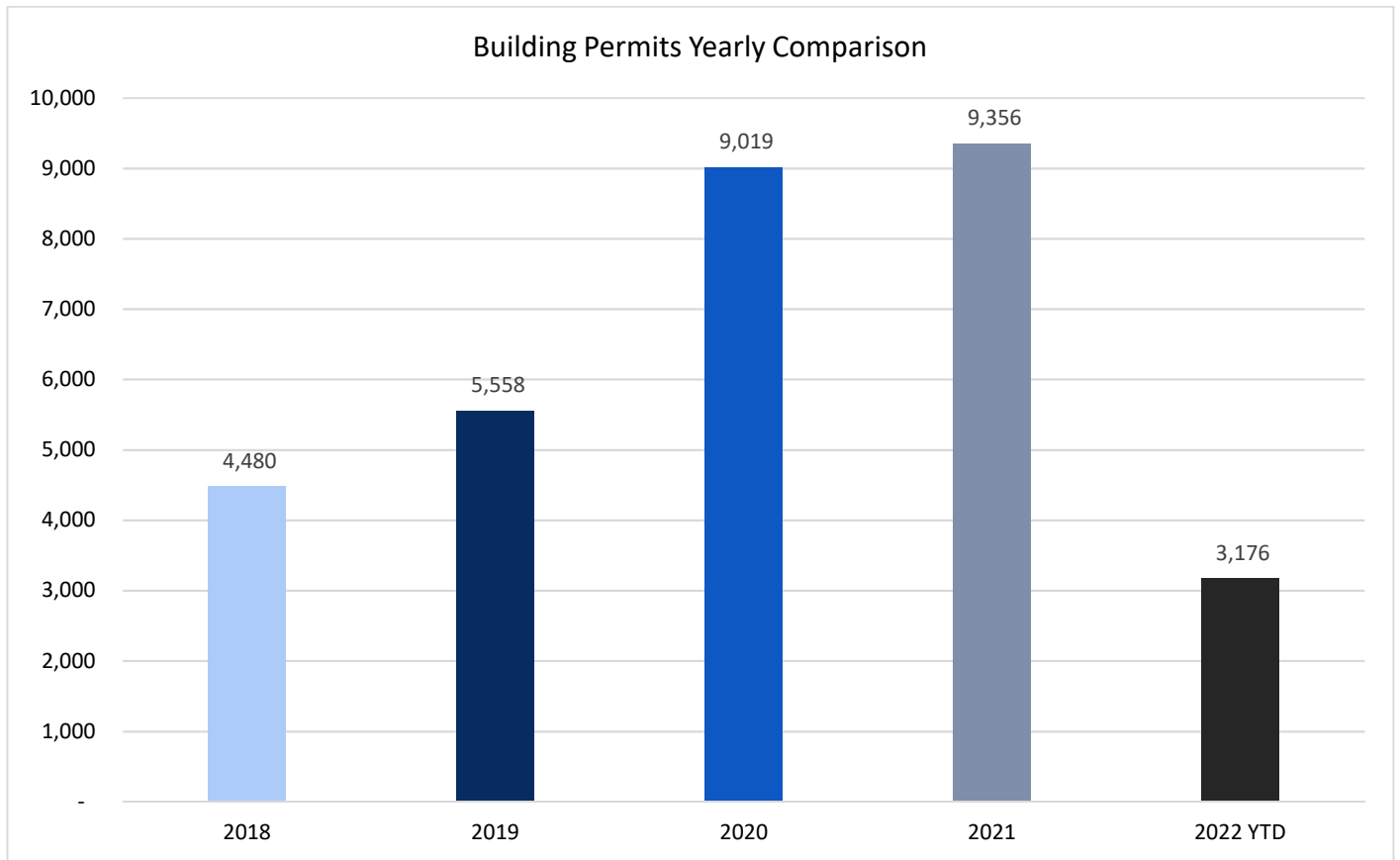
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2022 YTD	3194	3994	5554									
2021	4508	5252	6404	5776	5682	5132	4627	5037	4873	4148	3578	4988

Code Enforcement Inspections



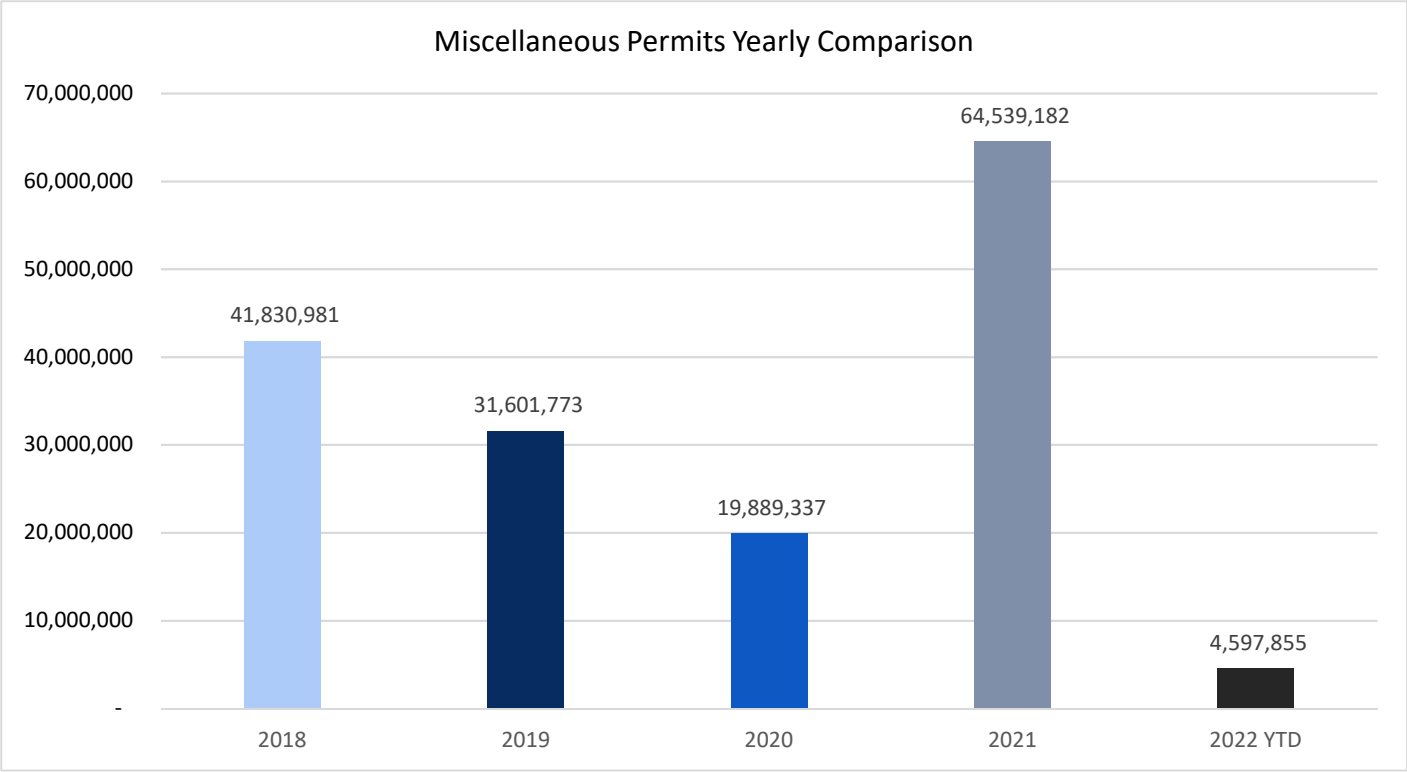
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2022 YTD	416	447	529									
2021	338	419	615	574	634	572	576	683	604	525	441	333

Building Permits



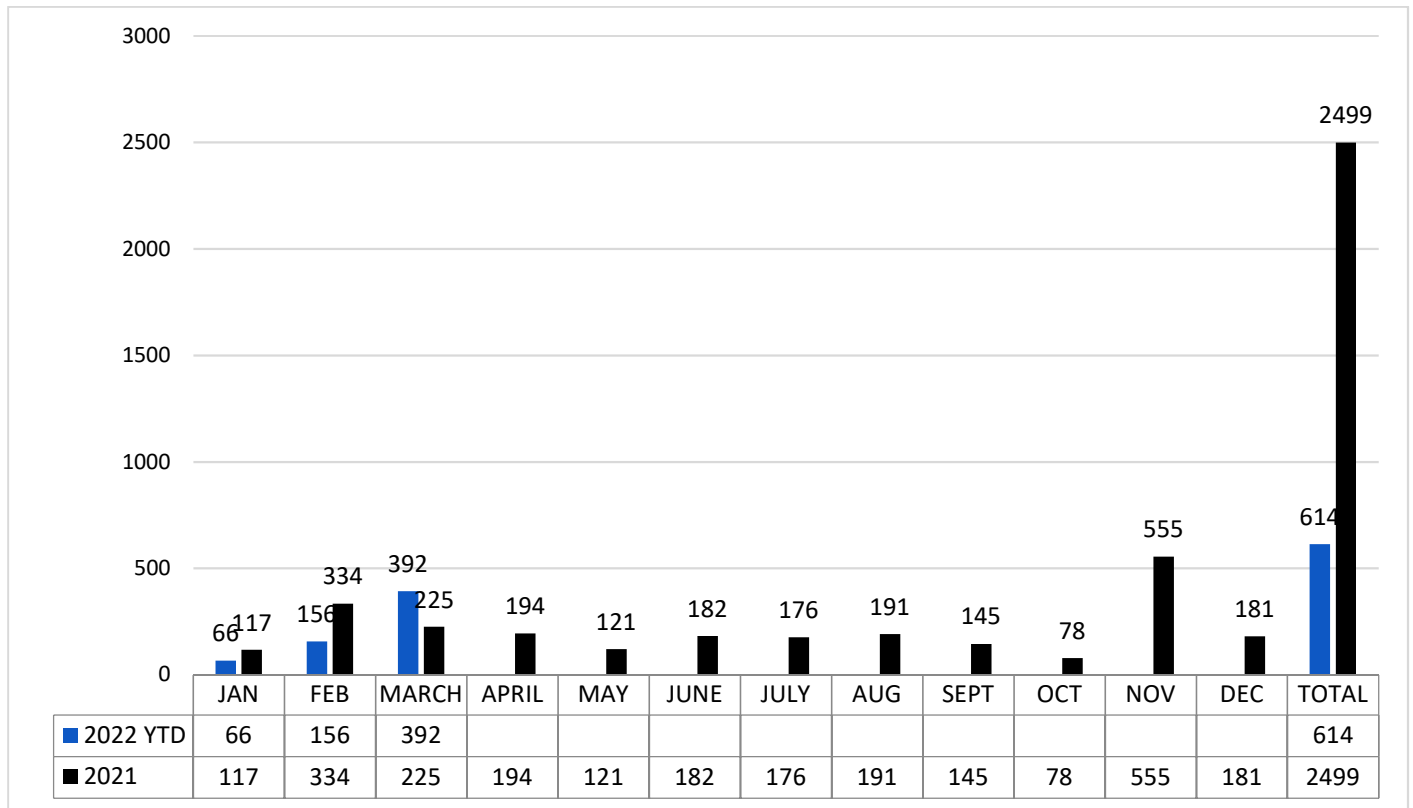
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2022 YTD	990	1000	1186									
2021	1078	1387	887	850	805	1021	719	431	661	397	555	565

Miscellaneous Permits



	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2022 YTD	1,037,173	2,952,099	608,583									
2021	5,877,319	2,157,752	13,680,723	1,579,800	9,358,432	3,560,249	3,994,060	1,531,802	1,794,109	4,591,495	10697937	5,715,504

Illegal Signs



Providing for the health, safety and welfare of the general public through the equal enforcement of all applicable codes and ordinances of the City of Greer.

Category Number:
Item Number: 2.



AGENDA
GREER CITY COUNCIL
4/26/2022

Engineering Activity Report - March 2022

ATTACHMENTS:

Description	Upload Date	Type
📎 Engineering Activity Report - March 2022 4/12/2022		Backup Material



MARCH 2022



Engineering Department Monthly Report

The Engineering Department consists of two divisions – Engineering/Stormwater and Facilities/Project Management. This report provides information on the monthly activities of the department.

For more information, please contact Department Director and City Engineer Steve Grant, PE.

Department Director and City Engineer – Steve Grant, PE, CFM

Engineering Projects (ongoing):

- Storm Drain Asset Mgmt.- Consultant finalizing current phase
- 2022 Paving program – signed contracts for 2 Preservation projects

Engineering Activities:

- Project Management software demo's (3)
- Inspected 3 city parking lots for maintenance/upgrade
- Cartegraph Asset Mgmt. software/fuel system proposal meeting
- Westmoreland Road ditch improvements – defining scope
- Berry Ave upfit – Architect selected
- Downtown TIA – finalizing proposals
- Stormdrain issue at Century Park – waiting on PS to CCTV line
- Transfer Station/Recycle Center Improvements – master-planning discussions – ongoing
- Meridian contract review - ongoing
- Victor Hill road improvement discussion with Spbg County – on hold
- Monthly Inspection at Recycle Center completed
- Coordinating with CPW regarding street cuts-ongoing

Subdivision/Development Projects – Meetings with engineers and developer representatives discussing details with new subdivisions or commercial sites that are either in planning stages or under construction.

Active projects:

- Blue Ridge Plantation – progress follow up – site visits

Other:

- PAC site reviews (5)
- Interviews for Engineering Inspector
- Street complaint – Manatee Ct.
- 2023 Budget Prep
- Facility Management webinar
- Traffic Study process review
- Hood Rd/S. Suber road FD meeting
- Interview panel for Greenville County Engineer
- SCSPE Board meeting online

Assistant City Engineer & Stormwater Manager – Robert Roux, PE, CFM

Miscellaneous Tasks – Engineering & Stormwater

- 1) Attended SC Assoc. of Stormwater Managers (SCASM) 1st Quarter Meeting
- 2) Attended SCSPE Piedmont Chapter Meeting
- 3) Conducted interviews for Engineering Inspector position
- 4) Budget creation and preparation for FY22-23 fiscal year
- 5) Stormwater Asset Management – coordination with consultant for final deliverables
- 6) Traffic Calming – Initial Application and Traffic Analysis at Brushy Meadows Dr.
- 7) Roadway/Paving Inspections – Saddlebrook, Blaize Ridge, Sudduth Farms
- 8) Adopt-a-Stream – coordination with volunteers and kit resupply
- 9) Attended presentations by vendors for project management software

Construction/ Post-construction Program – Pre-submittal Meetings, Plan Reviews, Pre-construction meetings, As-built Review and Project Meetings *(Construction and Post-construction Minimum Control Measures) - Stormwater site plan reviews that incorporate consideration for water quality impacts and attempt to maintain pre-development runoff conditions are required by our SMS4 permit.*

2022 Stormwater Summary January 1st through March 31st, 2022		
Projects Submitted	Site Dev. Plan Reviews	Preconstruction Meetings
17	27	3

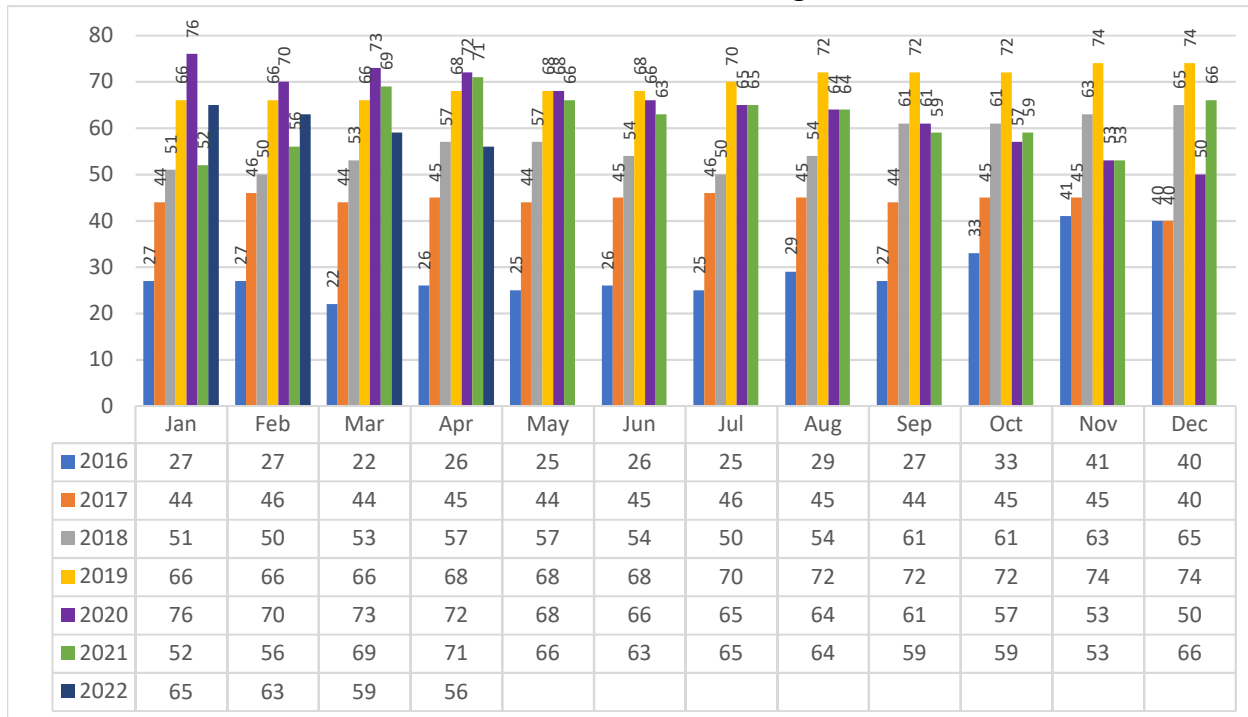
Historical Project Submittals	
Year	Projects Submitted
2022	17
2021	55
2020	32
2019	41
2018	46
2017	37
2016	41
2015	35
2014	34

Engineering & Stormwater Inspections	
Inspection Type	
CEPSCI INSPECTION	59
CLOSEOUT INSPECTION	8
PAVING	1
ENCROACHMENT	2
FINAL ENCROACHMENT	1

Projects Submitted	
Development Type	Project Name
COMMERCIAL	[Expedited] Clarius Park - Lot 2 (Site Prep)
MAJOR MODIFICATION	Freeman Farm Road - Building Modification
RESIDENTIAL	Clayton Street Subdivision - 3 Lots

Plan Reviews- Site Development, Stormwater, As-Built	
Review Type	Project Name
COMMERCIAL	Network Controls Parking Lot
COMMERCIAL	Abner Creek Industrial
COMMERCIAL	Atlas Inland Port Greer
COMMERCIAL	Tropical Grille - Hwy 29
COMMERCIAL	Atlas Inland Port Greer
COMMERCIAL	Ice Station Greer Building Expansion and Site Improvements
COMMERCIAL	Commercial Site Redevelopment - 501 New Woodruff Rd.
COMMERCIAL	Ice Station Greer Building Expansion and Site Improvements
COMMERCIAL	[Expedited] Clarius Park - Lot 2 (Site Prep)
COMMERCIAL	McDonald's Drive Thru Side by Side Installation
COMMERCIAL	The Lively Victor Park Townhome Apartments
COMMERCIAL	[Expedited] Clarius Park - Lot 2 (Site Prep)
COMMERCIAL	Network Controls Parking Lot
COMMERCIAL	Buncombe Rd. Storage Lot
COMMERCIAL	Dixie-Messer Mirror & Glass New Wholesale/Manuf. Building
COMMERCIAL	East Ave Townhomes
NOT APPLICABLE	Adley Trace
RESIDENTIAL	Snow Road Townhomes
SITE PREP	Blue Ridge Plantation Initial Stormwater Package
AS BUILT REVIEW	Waffle House - Greer
AS BUILT REVIEW	Crescent Park Commons Phase 2
AS BUILT REVIEW	Brushy Creek Townes
AS BUILT REVIEW	Mayfair Station
FINAL PLAT	Adley Trace
FINAL PLAT	Millers Point

LOT DRAINAGE REVIEWS: 56 Individual LOT Drainage Plan Reviews



Addressed Citizen Complaints: Anthony Copeland

Issue	Complaint Date	Address	Resolution	Completed
Standing SW in Backyard	3/1/2022	273 Foxbank Cir Greer, SC	Owner is piping downspouts.	3/31/2022
SW Flowing across road and not entering SW Inlets	3/17/2022	220 Highland Ave. Greer, SC	Greenville County will need to perform work	2/24/2022
SW Runoff flowing onto property from neighbors in the rear.	3/23/2022	Seven Oaks Subd 117 Shumard Ln	Cody-Site Super) will have the Landscapers install 6" pipe to carry SW runoff.	3/28/2022

Asphalt Activities Inspection: Anthony Copeland

Subd. / Project Name	Date	Operation
Sudduth Farms Ph-II Subd	3/28/2022	Final Surface
Blaize Ridge Subd.	3/28/2022	Sub-grade Proof Roll
Blaize Ridge Subd.	3/29/2022	Binder Asphalt Course
Blaize Ridge Subd.	3/30/2022	Binder Asphalt Course

FACILITIES AND PROJECTS – John Goughneour

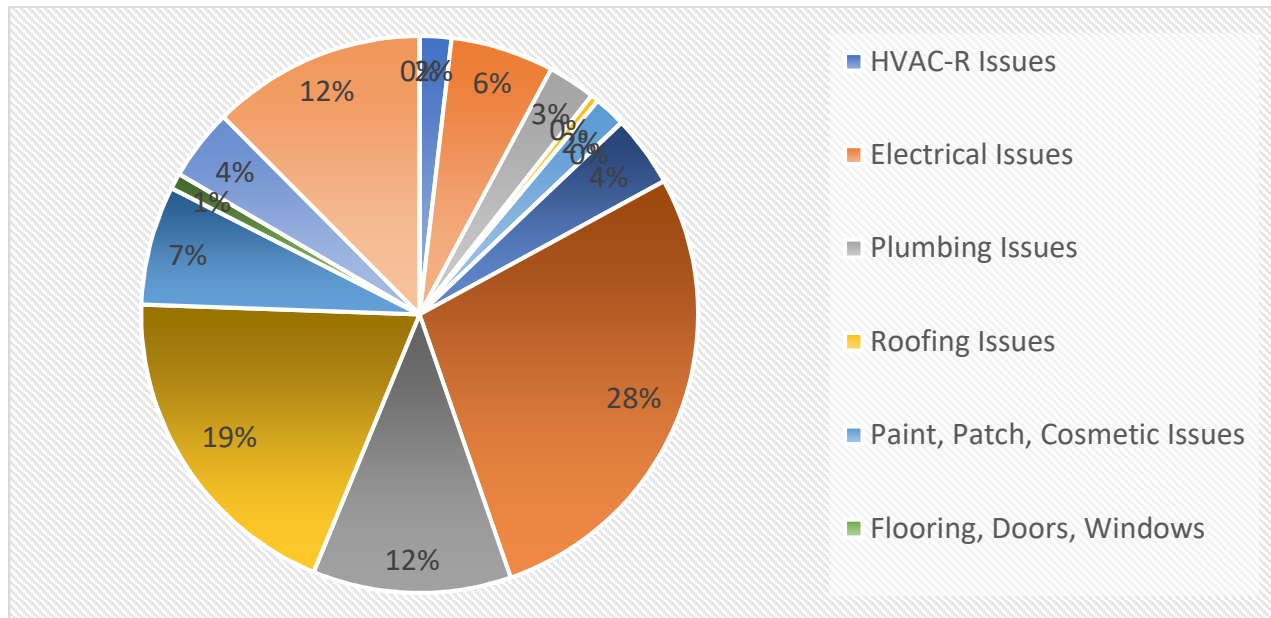
Major Facilities Activities:

- Finished moving office furniture around at City Hall.
- Completed the fence install in back of restrooms at Kids planet.
- Corrected wiring to Emergency lights at Center for the Arts.
- Repairs were made to AHU22 and AHU3 at Cannon center by Trane .
- Completed the installation of new electrical outlets at Cannons Center maintenance shop.

Project Developments:

- City Hall Conference Room Office Conversion will wrap up week of April 18th.
- Cannon Center Deck has been bid and will tentitively go before Council 3/12
- Trade Street Bollards – Pushed again and TBD due to scheduling issues.
Construction will be starting at the railway crossing and progress up Trade Street until reaching the Poinsett intersection. We estimate completion on or around Friday the 4th.
- Victor Gym Parking been bid and is scheduled to go before Council 3/12
- Our assesment team has agreed upon Aurigo Essentials as the Project Management software we'd like to use and will present our recommendation to Council on 3/12
- Greer Golf Renovation - RFQ's are advertised and submissions are due April 29
- Recycle Center Renovation – Design is being finalized and preliminary schedule being developed.

Facilities Productivity



ACTIVITY DESCRIPTION	NUMBER OF TASKS PERFORMED					Number of Calls / Issues Addressed or seized upon
	Week 1 Ending 3/11/2022	Week 2 Ending 3/18/2022	Week 3 Ending 3/25/2022	Week 4 Ending 4/1/2022	Week 5 ending 4/8/2022	
HVAC-R Issues	1	2	0	1	0	4
Electrical Issues	3	2	1	4	3	13
Plumbing Issues	1	2	0	1	2	6
Roofing Issues				1		1
Paint, Patch, Cosmetic Issues				1	3	4
Flooring, Doors, Windows						0
General Carpentry Tasks		1	2	4	2	9
Sanitation and Disinfecting	20	20	20	0	0	60
Parking Garage Maintenance	5	5	5	5	5	25
Pest Control		21		21		42
Material/Supply Acquisition	4	1	2	6	2	15
Inspections/Consultations			1		1	2
Subcontractor Management / Escort	3	2		2	2	9
Misc Issues / City Support Function	8	5	2	9	3	27
Training						0
GRAND TOTALS	45	61	33	55	23	217

Category Number:
Item Number: 3.



AGENDA
GREER CITY COUNCIL
4/26/2022

Financial Activity Report - March 2022

Summary:

[Link to Detail Financial Reports](#)

ATTACHMENTS:

Description	Upload Date	Type
☐ March 2022 Summary Financial Report	4/21/2022	Backup Material



March 2022 Summary Financial Report



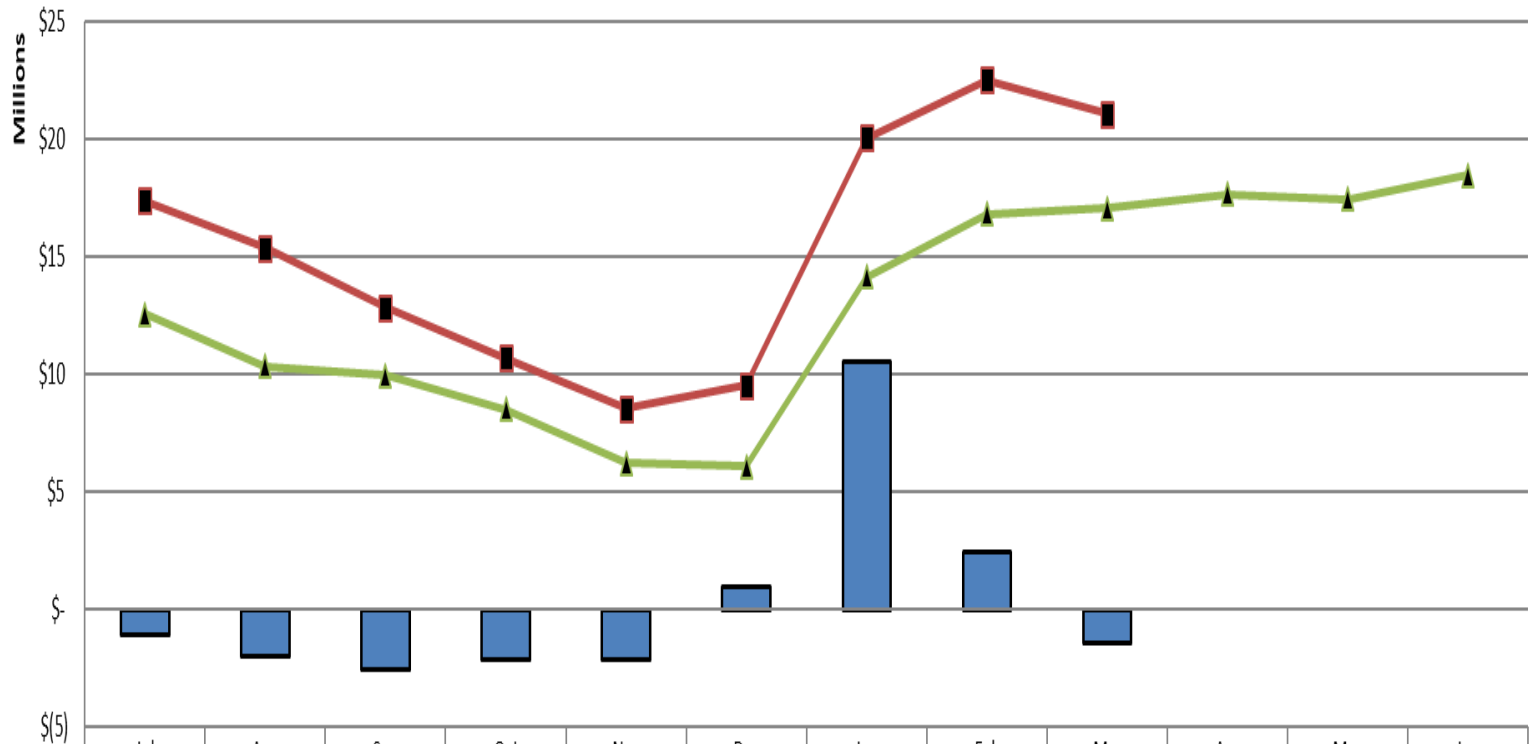
Financial Performance Summary

As of Month End March, 2022

Quick Look Indicators	This Month	This Year	Balance
GENERAL FUND			
Cash Balance	↓	↑	\$ 21,065,284
Revenue	↓	↑	\$ 24,820,050
Operational Expenditures	↓	↑	\$ 21,262,845
Fund Balance Usage	↑	↑	\$ 1,053,045
Total Expenditures	↓	↑	\$ 22,315,890
Operational Percentage (Over) / Under	↑	↑	11%
Total Percentage (Over) / Under	↑	↑	6%
Revenue Benchmark Variance	↑	↓	\$ 1,981,226
Expenditure Benchmark Variance	↑	↑	\$ 313,739
Overall Benchmark Variance	↑	↓	\$ 2,294,965
HOSPITALITY FUND			
Cash Balance	↓	↑	\$ 2,724,388
Revenue	↓	↑	\$ 2,201,452
Expenditures	↑	↑	\$ 1,091,382
STORM WATER FUND			
Cash Balance	↓	↑	\$ 3,170,779
Revenue	↓	↑	\$ 1,386,414
Expenditures	↑	↑	\$ 707,452

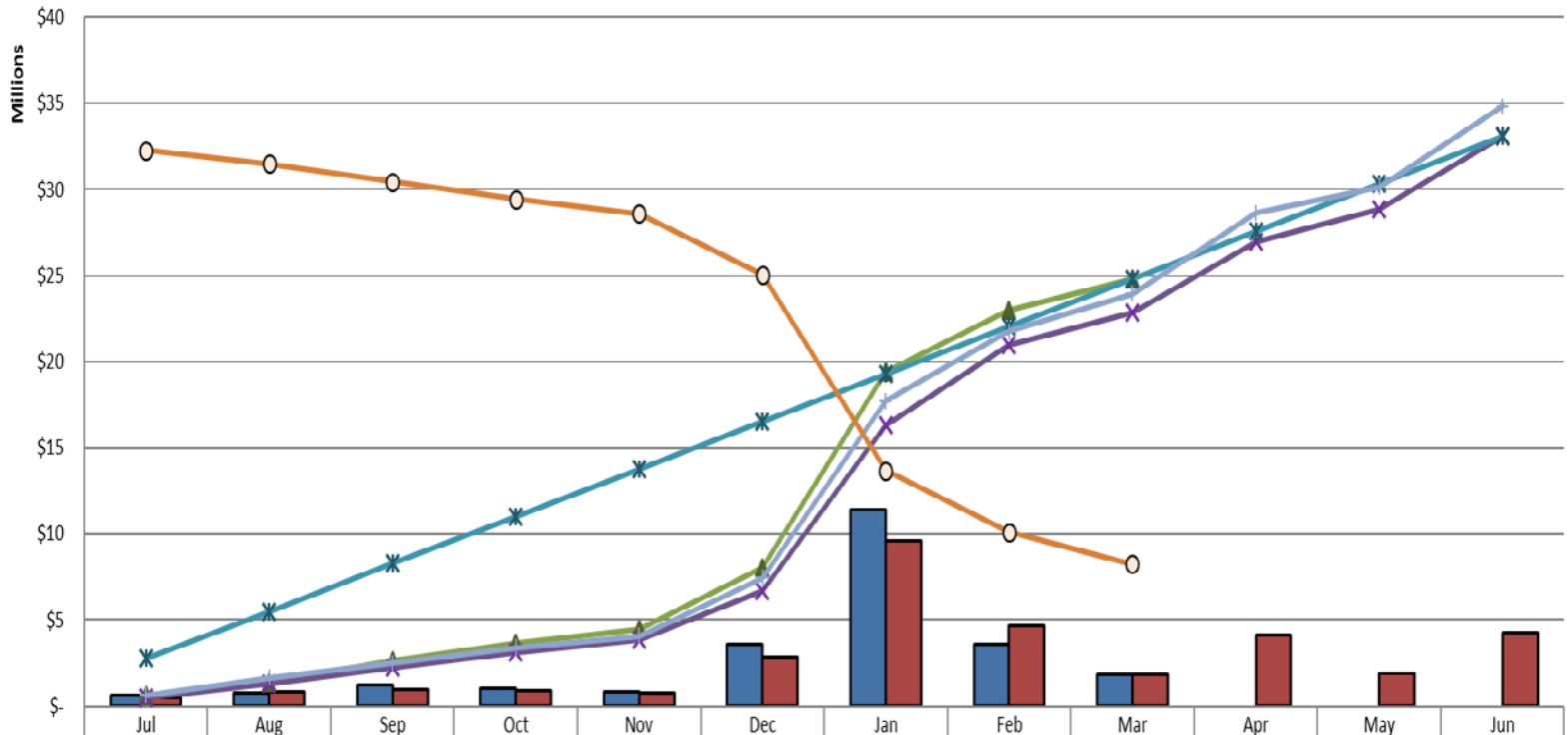
Cash Balance - General Fund

Fiscal Year 2021/22



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Net Monthly Cash	(1,107,582)	(1,998,810)	(2,524,993)	(2,140,374)	(2,153,992)	985,810	10,496,779	2,471,490	(1,436,923)	-	-	-
Current Fiscal YTD Balance	17,366,297	15,367,487	12,842,494	10,702,120	8,548,128	9,533,938	20,030,717	22,502,207	21,065,284			
Prior Fiscal YTD Balance	12,540,339	10,328,123	9,933,516	8,520,785	6,206,156	6,072,930	14,150,390	16,819,012	17,057,077	17,646,544	17,444,170	18,473,822

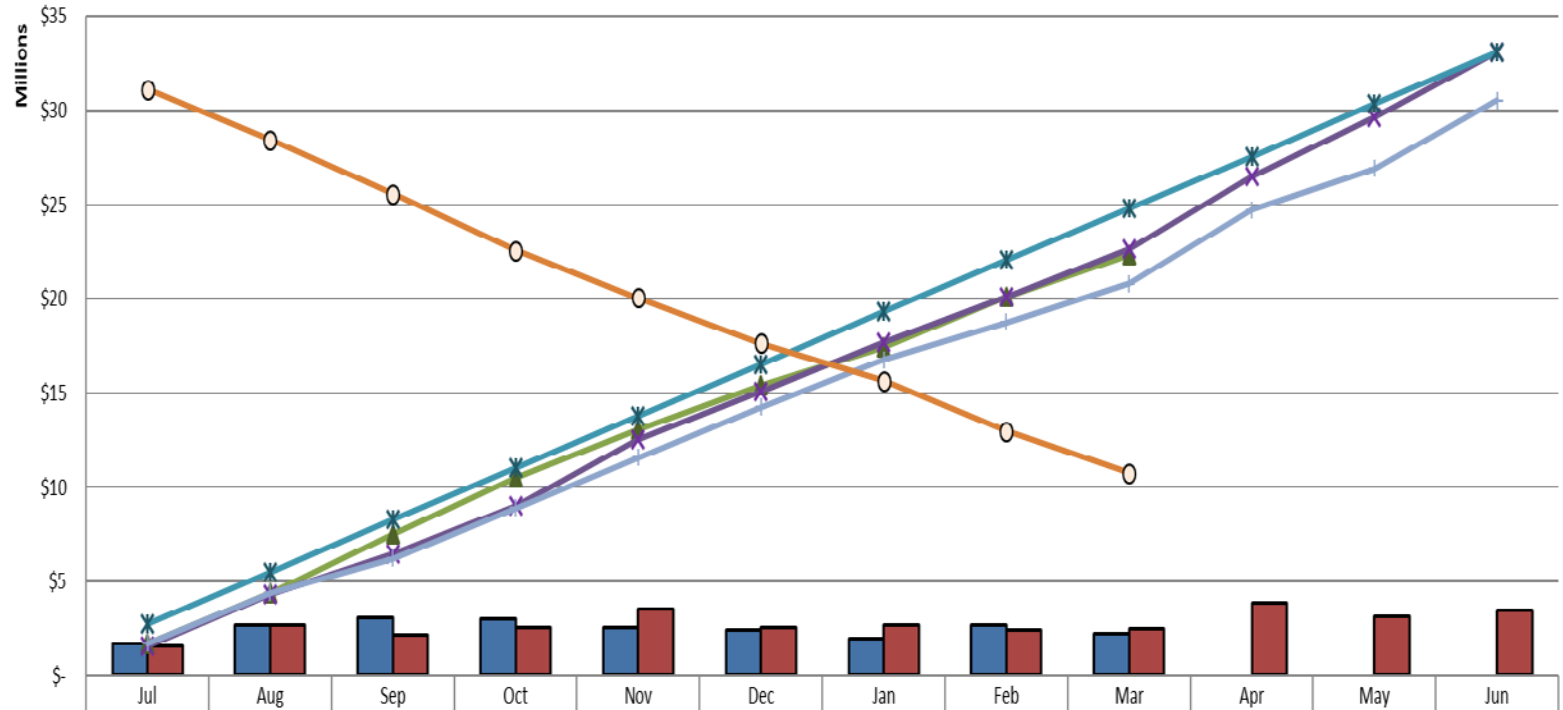
Revenue - General Fund Fiscal Year 2021/22



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	593,504	765,186	1,245,113	1,035,108	822,481	3,552,105	11,401,796	3,557,559	1,847,197			
Monthly Benchmark	\$493,857	\$815,721	\$917,998	\$894,636	\$747,790	\$2,819,986	\$9,606,739	\$4,684,153	\$1,857,944	\$4,098,797	\$1,900,096	\$4,245,048
YTD Actual	593,504	1,358,690	2,603,803	3,638,911	4,461,393	8,013,498	19,415,294	22,972,853	24,820,050			
YTD Benchmark	493,857	1,309,578	2,227,576	3,122,212	3,870,002	6,689,988	16,296,727	20,980,880	22,838,824	26,937,621	28,837,717	33,082,765
YTD Prorated Budget	2,737,089	5,474,178	8,266,816	11,022,421	13,784,485	16,541,383	19,298,280	22,055,177	24,812,074	27,568,971	30,325,868	33,082,765
Prior YTD Actual	628,775	1,630,386	2,481,301	3,404,888	4,050,018	7,429,051	17,717,063	21,756,856	23,958,193	28,634,396	30,135,855	34,828,101
Balance to Collect	32,251,565	31,486,379	30,463,459	29,428,351	28,605,870	25,053,764	13,651,968	10,094,409	8,247,212			

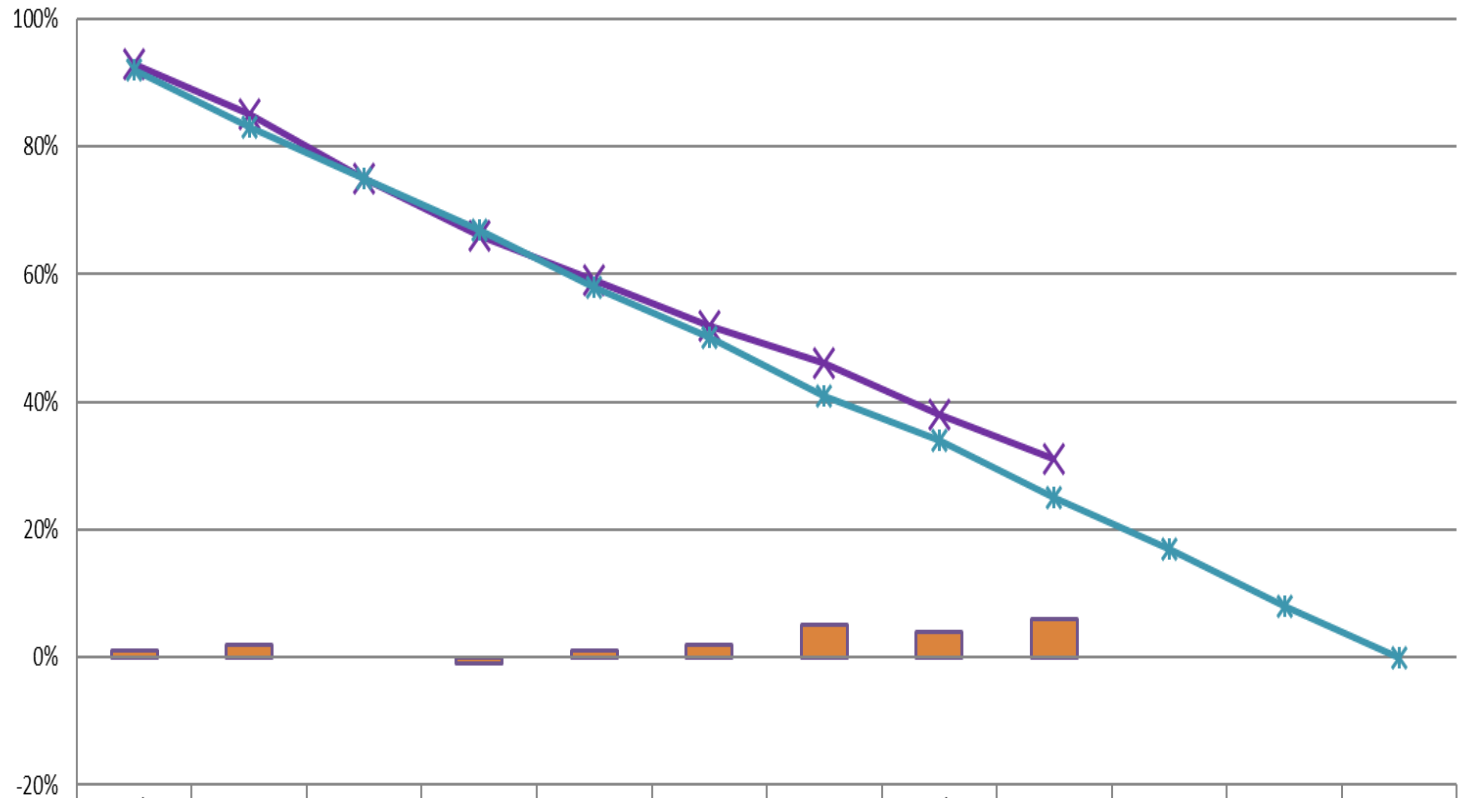
Expenditures - General Fund

Fiscal Year 2021/22



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	1,710,327	2,687,727	3,103,831	3,002,595	2,531,229	2,400,743	1,988,285	2,688,074	2,203,080			
Monthly Benchmark	1,592,881	2,711,616	2,186,143	2,533,906	3,504,834	2,521,472	2,673,243	2,410,154	2,495,380	3,840,931	3,145,495	3,466,710
YTD Actual	1,710,327	4,398,054	7,501,885	10,504,480	13,035,709	15,436,452	17,424,736	20,112,810	22,315,890			
YTD Benchmark	1,592,881	4,304,497	6,490,640	9,024,546	12,529,380	15,050,852	17,724,095	20,134,249	22,629,629	26,470,560	29,616,055	33,082,765
YTD Prorated Budget	2,737,089	5,474,178	8,266,816	11,022,421	13,784,485	16,541,383	19,298,280	22,055,177	24,812,074	27,568,971	30,325,868	33,082,765
Prior YTD Actual	1,713,698	4,393,041	6,212,654	8,907,408	11,560,376	14,239,221	16,752,508	18,738,291	20,796,427	24,709,242	26,924,960	30,546,537
Balance to Expend	31,134,742	28,447,015	25,565,377	22,562,782	20,047,056	17,646,313	15,658,029	12,969,955	10,766,875			

Budget Percent Remaining - General Fund Fiscal Year 2021/22



(Over) Under Budget	1	2	0	-1	1	2	5	4	6			
Actual Percent Remaining	93	85	75	66	59	52	46	38	31			
Prorated Percent Remaining	92	83	75	67	58	50	41	34	25	17	8	0

2021-22 Financials

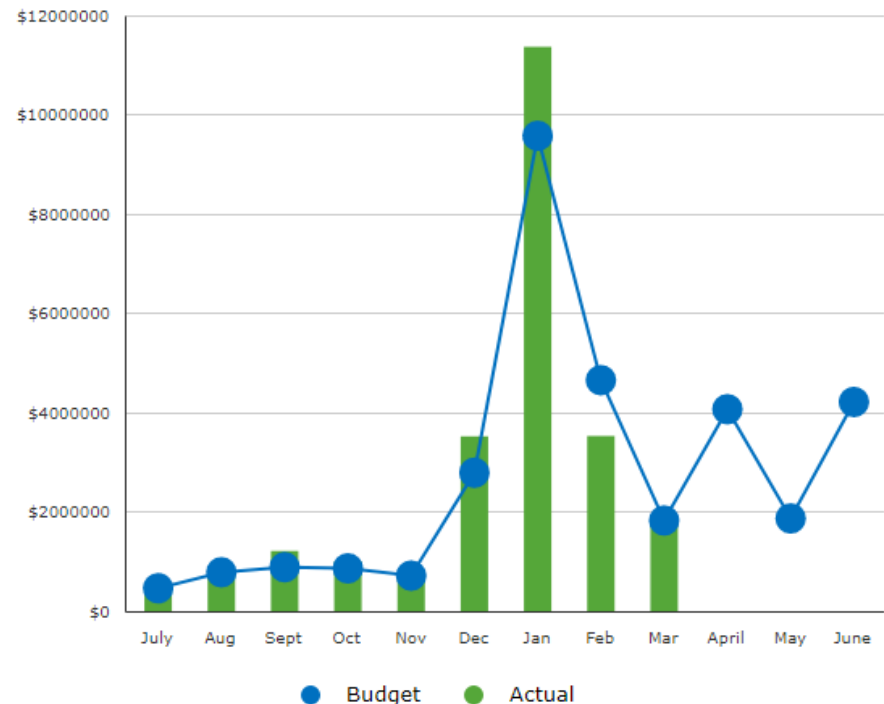


Revenue
✓ Total Revenue
Taxes
Franchises & Licenses
Misc. Revenues
Permits and Fees
Intergovernmental
Revenue
Fire Fees
Fines and Forfeitures
Grants
Fund Balance

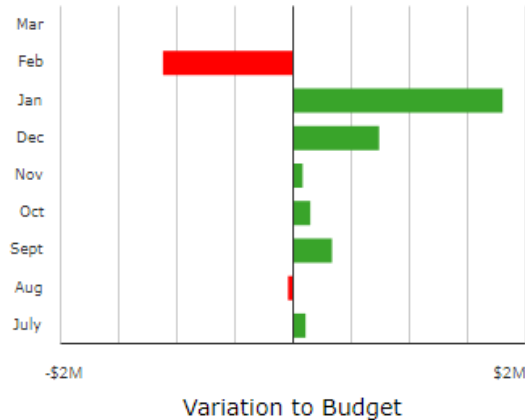
☒ Revenues ☐ Expenditures

YTD Actual	YTD Budget	Difference
\$24,820,050	\$22,838,824	\$1,981,226

City Of Greer Revenues
Fiscal Year 2021-22



Actual Vs Budget
Fiscal Year 2021-22



2021-22 Financials



Total Expenditures ▾

✓ Total City Expenditures

YTD Personnel

YTD Operations

YTD Debt Service

☐ Revenues ☒ Expenditures

YTD Actual

YTD Budget

Difference

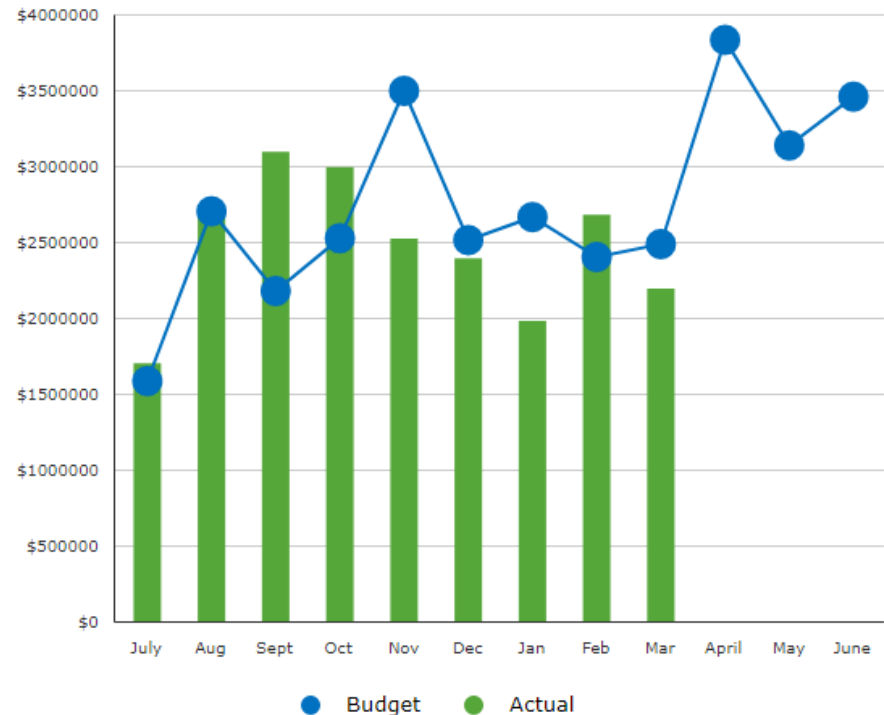
\$22,315,890

\$22,629,629

\$313,739

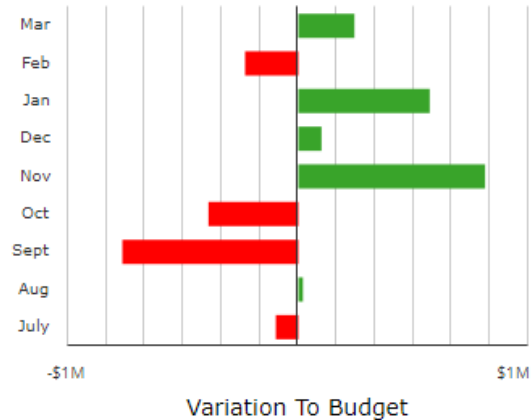
City Of Greer Expenditures

Fiscal Year 2021-22



Actual Vs Budget

Fiscal Year 2021-22

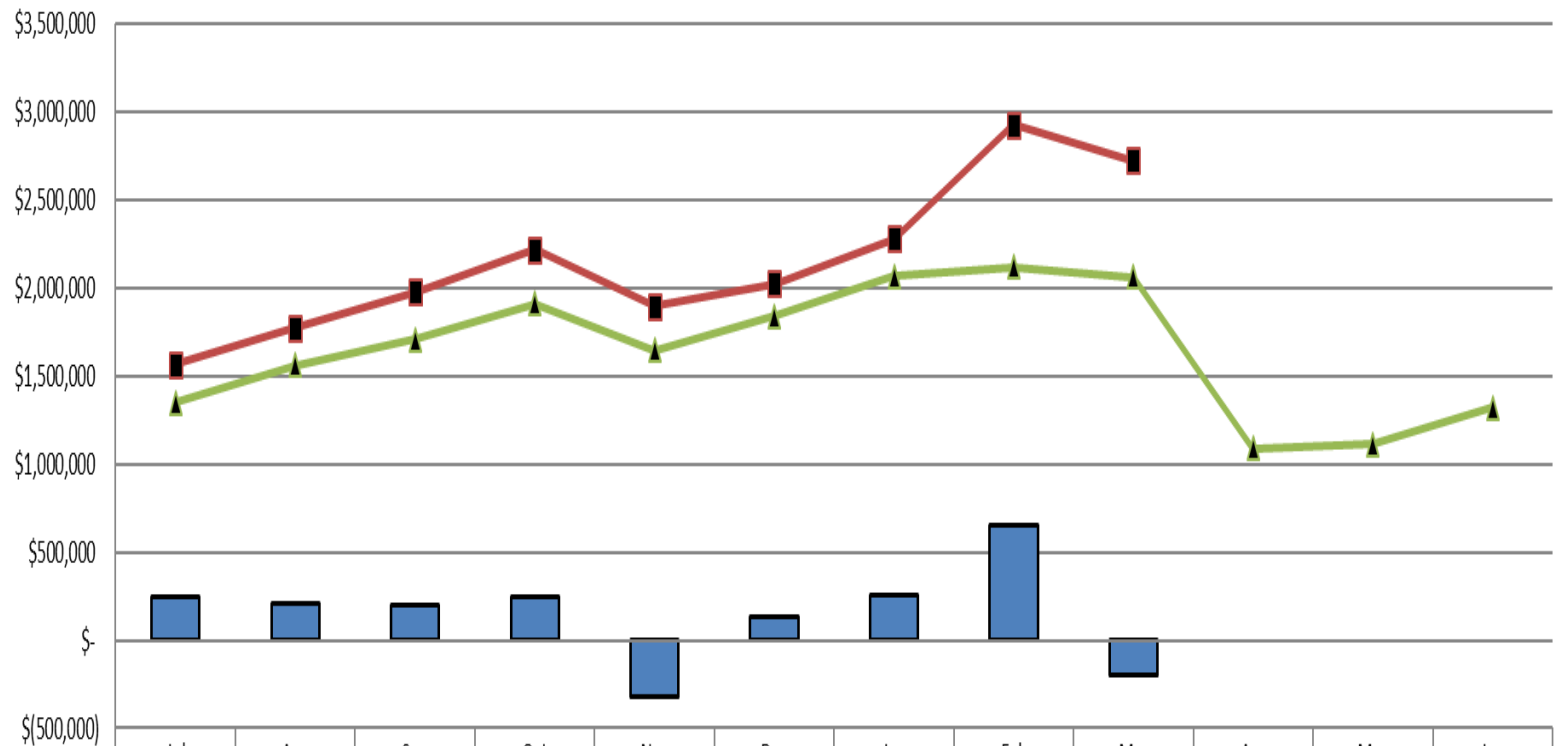




Hospitality Taxes Fund

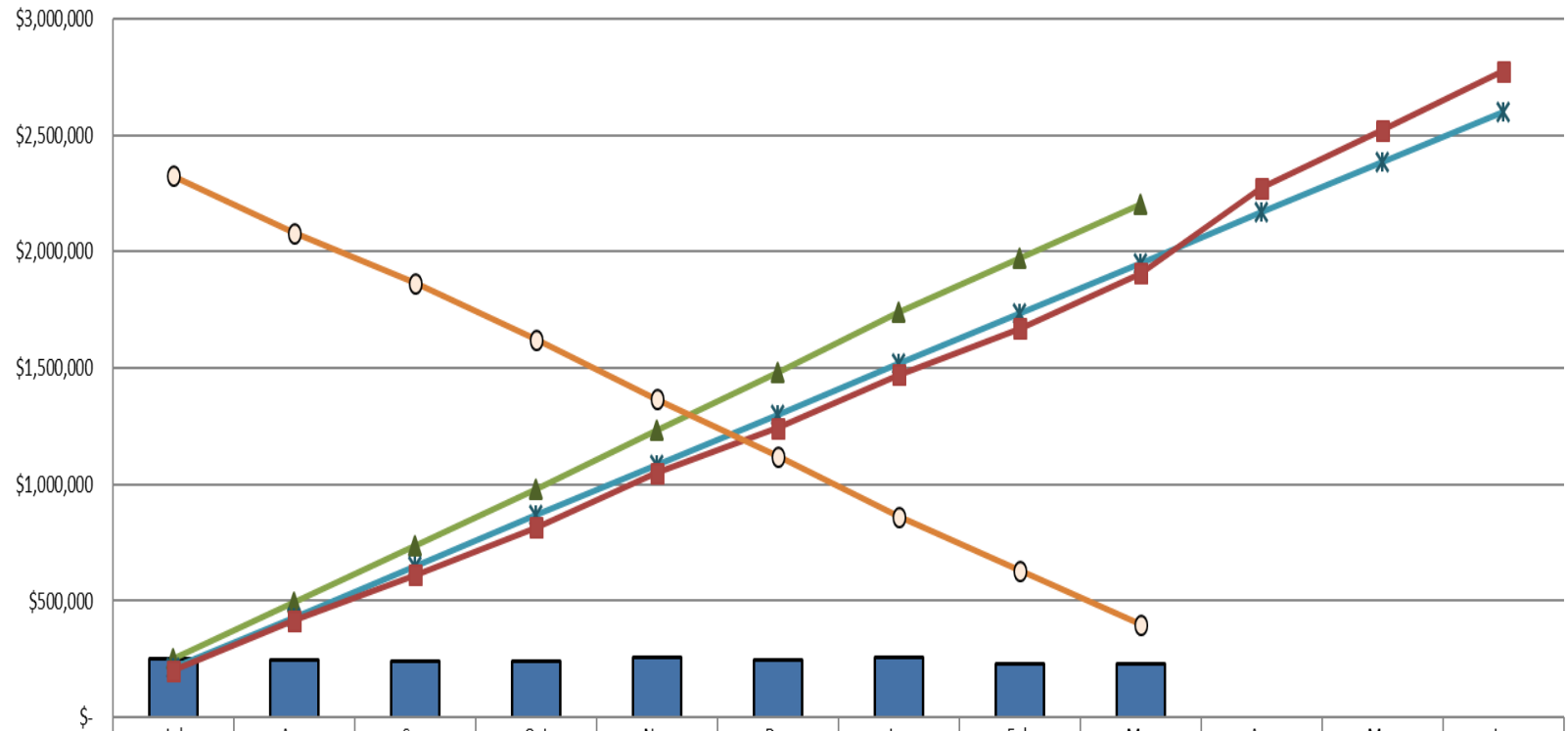
Cash Balance - Hospitality Taxes Fund

Fiscal Year 2021/22



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Net Monthly Cash	246,230	206,411	202,722	241,282	(320,385)	128,127	253,185	649,567	(202,379)	-	-	-
Current Fiscal YTD Balance	1,565,859	1,772,270	1,974,992	2,216,274	1,895,889	2,024,016	2,277,201	2,926,768	2,724,388			
Prior Fiscal YTD Balance	1,348,413	1,559,657	1,709,471	1,909,264	1,646,567	1,838,919	2,065,967	2,120,122	2,062,312	1,089,000	1,111,088	1,319,629

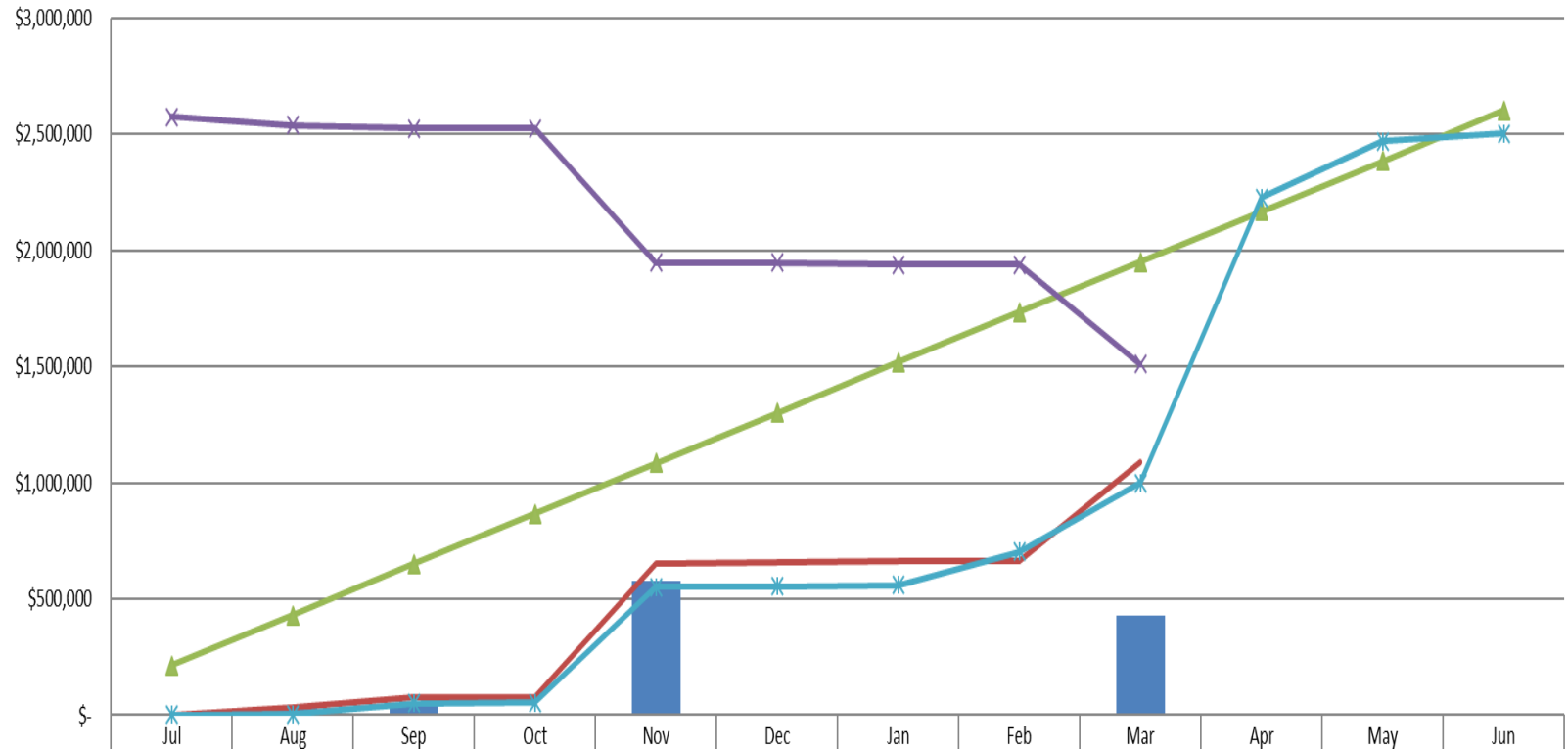
Revenue - Hospitality Taxes Fund Fiscal Year 2021/22



Monthly Actual	248,827	243,411	242,788	241,855	257,837	244,275	259,487	231,800	231,172			
YTD Actual	248,827	492,238	735,026	976,881	1,234,718	1,478,993	1,738,479	1,970,280	2,201,452			
YTD Prorated Budget	214,452	428,904	650,232	866,975	1,083,719	1,300,463	1,517,207	1,733,951	1,950,695	2,167,438	2,384,182	2,600,926
Prior YTD Actual	199,470	415,400	611,554	814,064	1,049,821	1,242,752	1,471,861	1,668,278	1,907,367	2,272,934	2,520,506	2,776,028
Balance to Collect	2,324,599	2,081,188	1,865,900	1,624,045	1,366,208	1,121,933	862,447	630,646	399,474			

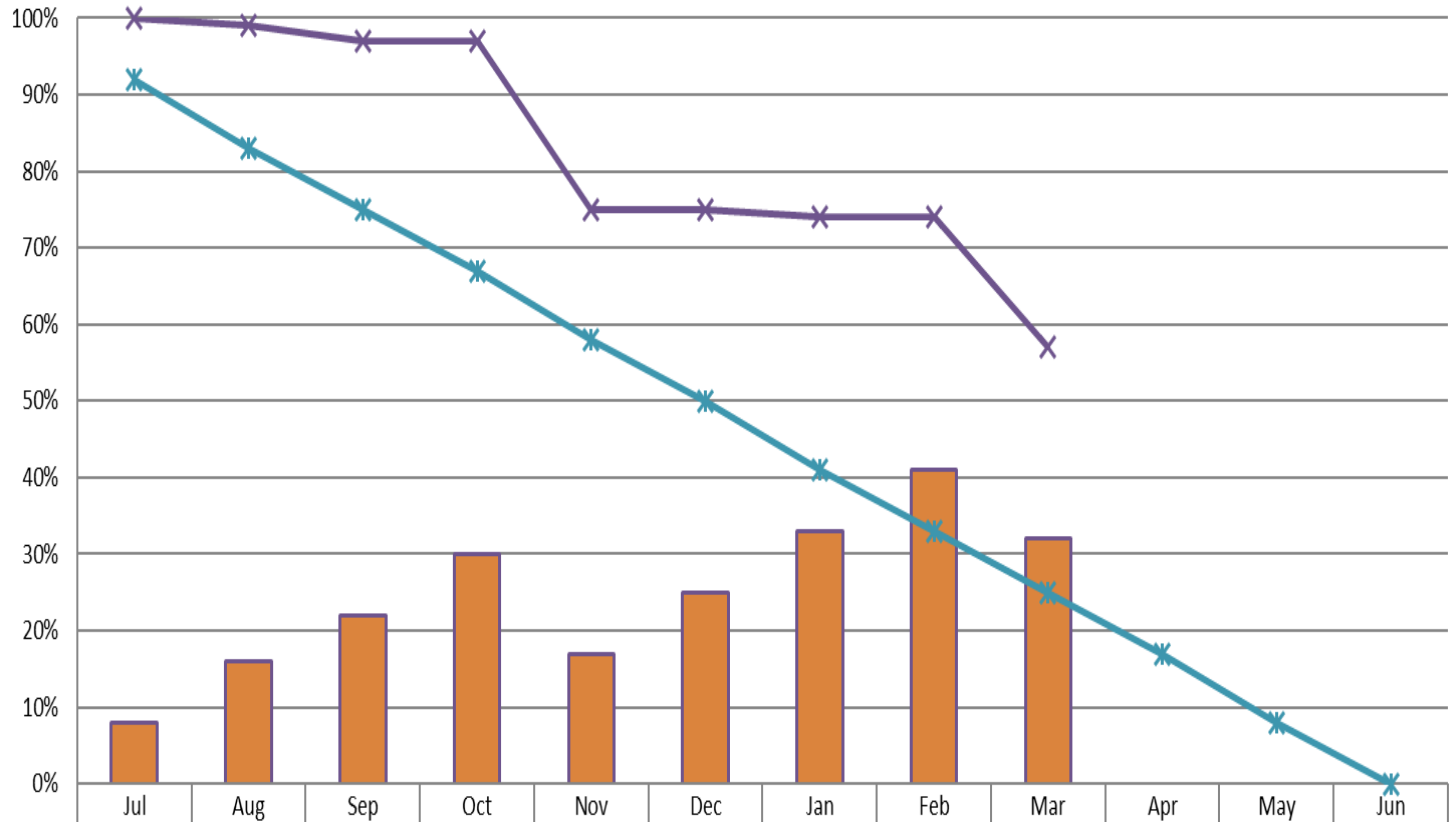
Expenditures - Hospitality Taxes Fund

Fiscal Year 2021/22



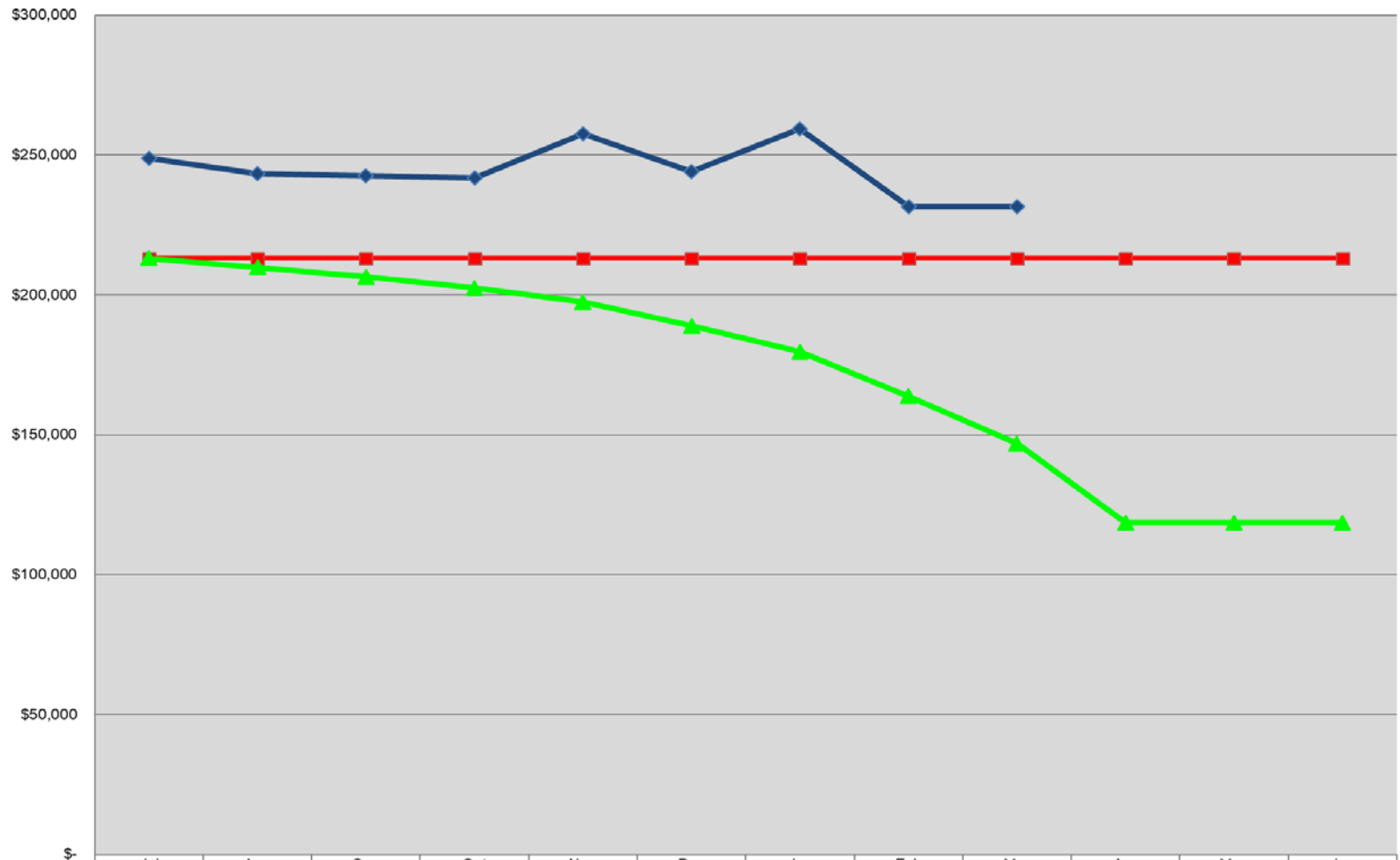
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	0	35,511	39,900	792	578,169	600	6,302	300	429,807			
YTD Actual	0	35,512	75,411	76,204	654,372	654,972	661,274	661,574	1,091,382			
YTD Prorated Budget	214,452	428,904	650,232	866,975	1,083,719	1,300,463	1,517,207	1,733,951	1,950,695	2,167,438	2,384,182	2,600,926
Prior YTD Actual	1,875	5,060	51,227	53,907	551,864	552,464	559,628	701,945	998,825	2,226,081	2,468,168	2,503,138
Balance to Expend	2,573,426	2,537,914	2,525,515	2,524,722	1,946,554	1,945,954	1,939,652	1,939,352	1,509,544			

Budget Percent Remaining - Hospitality Taxes Fund Fiscal Year 2021/22



(Over) Under Budget	8	16	22	30	17	25	33	41	32			
Actual Percent Remaining	100	99	97	97	75	75	74	74	57			
Prorated Percent Remaining	92	83	75	67	58	50	41	33	25	17	8	0

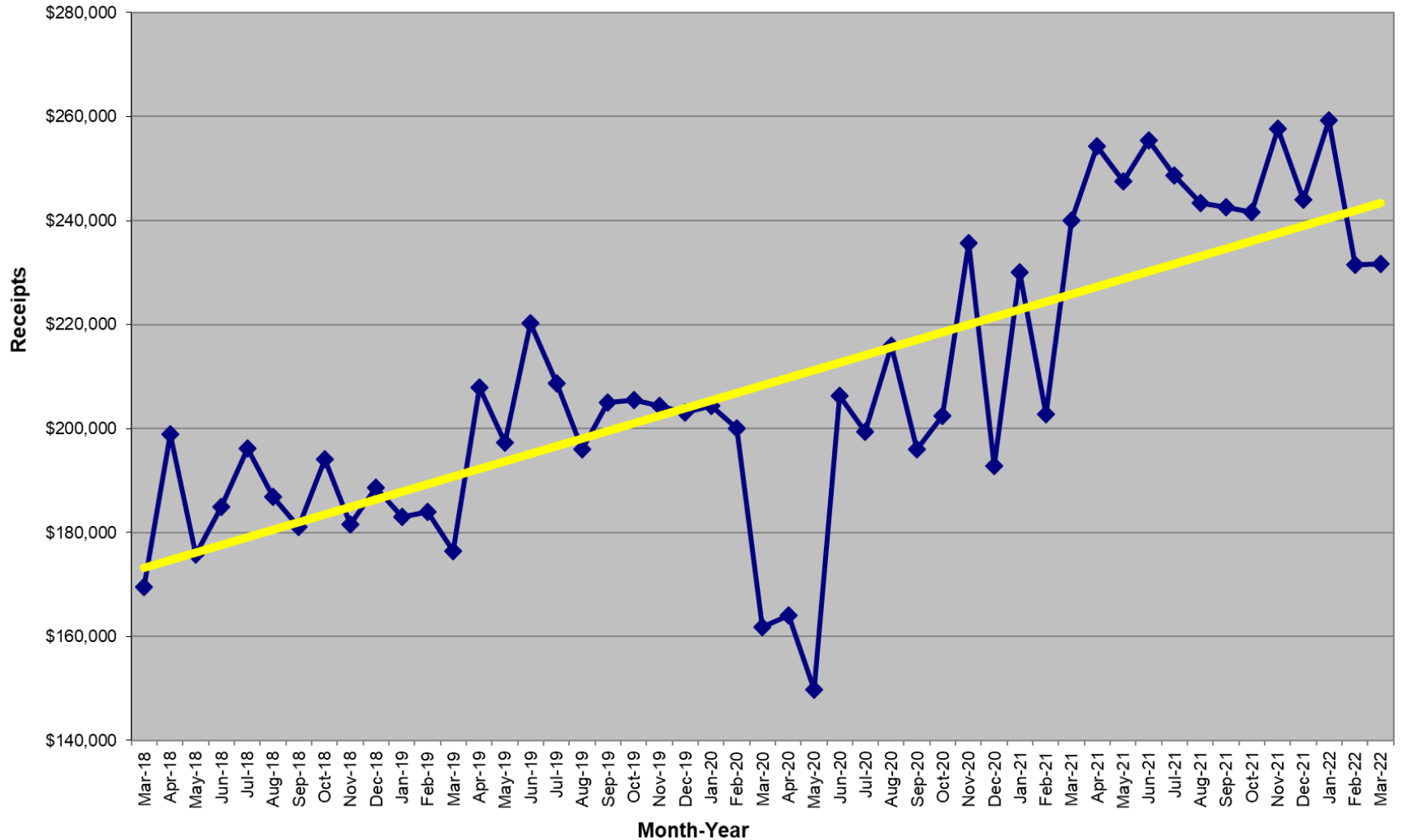
Hospitality Taxes Fiscal Year 2021/22



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	248,735	243,313	242,649	241,678	257,664	244,079	259,263	231,534	231,583			
Monthly Budget	213,000	213,000	213,000	213,000	213,000	213,000	213,000	213,000	213,000	213,000	213,000	213,000
Budget Requirement	213,000	209,751	206,395	202,367	197,453	188,852	179,647	163,724	146,772	118,501	118,501	118,501

Hospitality Tax

4 - Year Trending

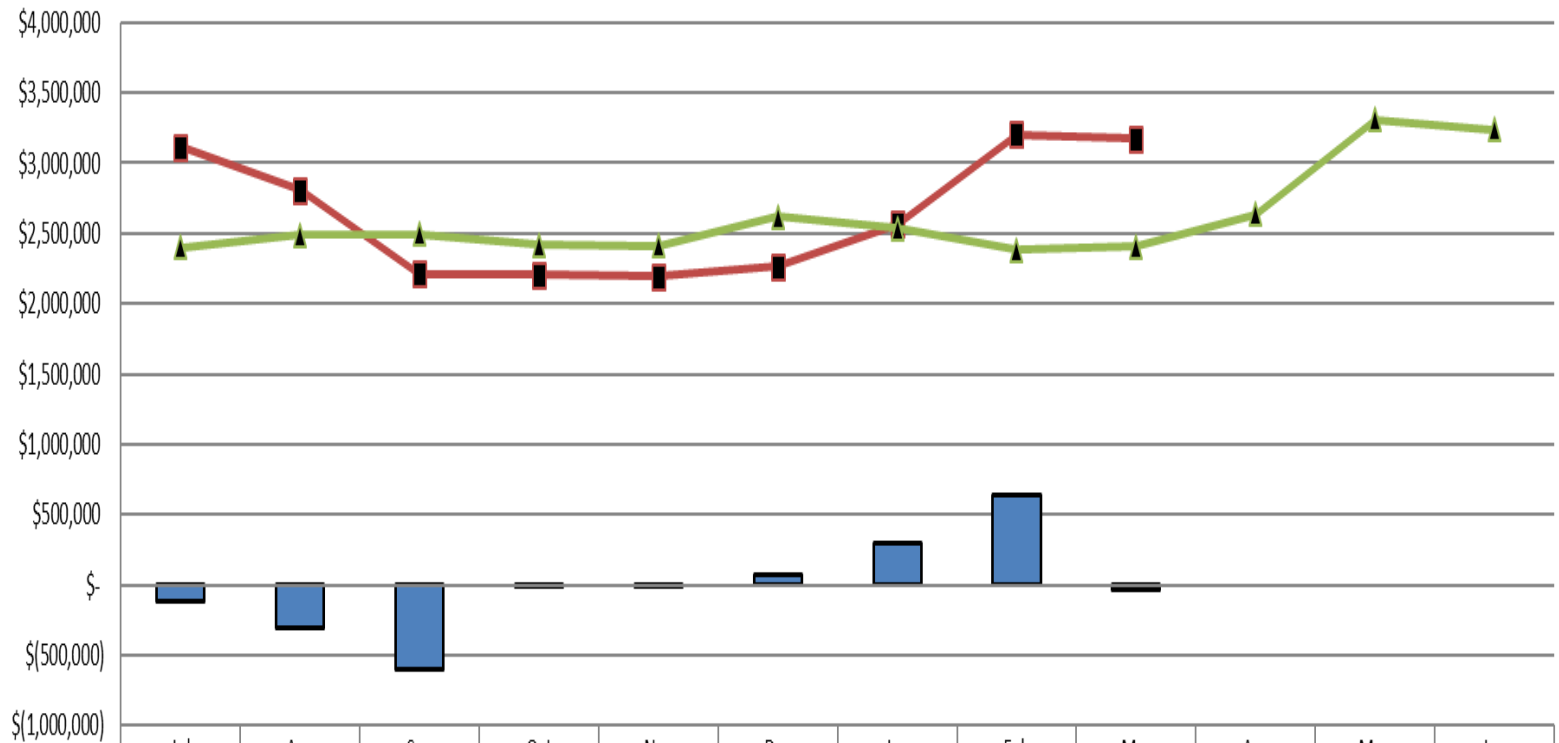




Storm Water Fund

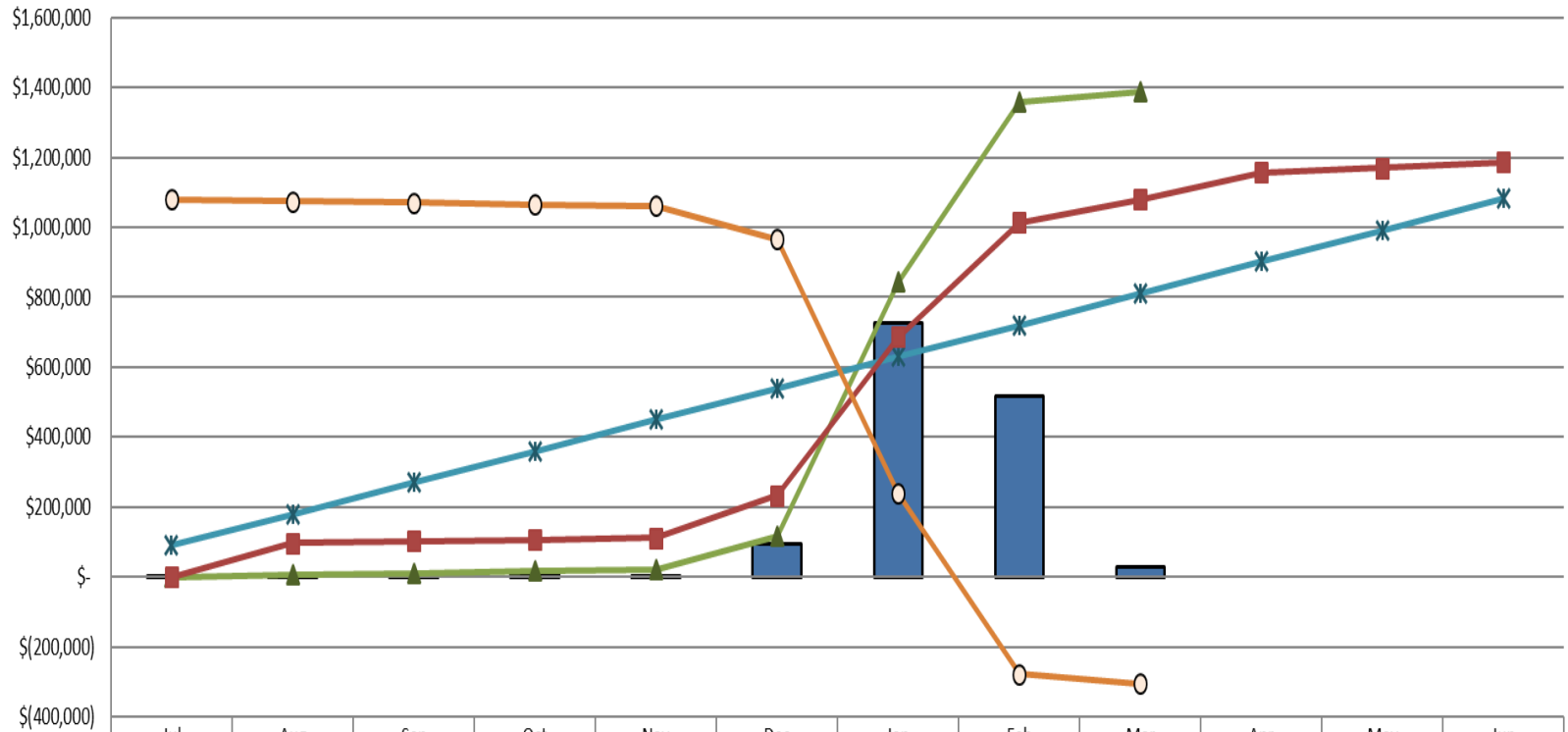
Cash Balance - Storm Water Fund

Fiscal Year 2021/22



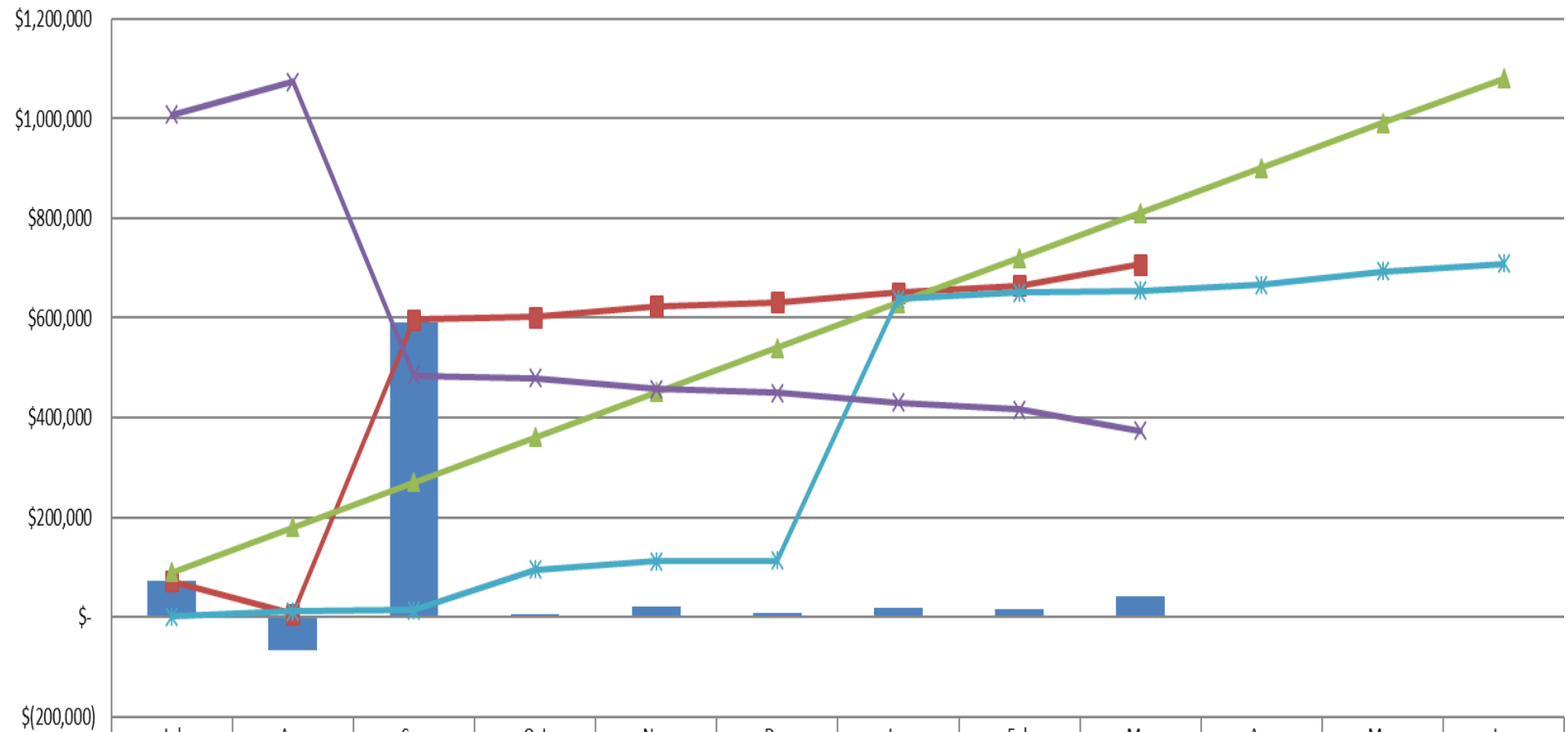
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Net Monthly Cash	(111,355)	(309,048)	(597,031)	(1,597)	(12,752)	68,887	299,402	641,104	(32,950)	-	-	-
Current Fiscal YTD Balance	3,114,764	2,805,716	2,208,685	2,207,088	2,194,336	2,263,223	2,562,625	3,203,729	3,170,779			
Prior Fiscal YTD Balance	2,402,334	2,485,605	2,493,863	2,415,481	2,413,530	2,618,511	2,533,646	2,380,268	2,405,131	2,634,047	3,309,028	3,240,449

Revenue - Storm Water Taxes Fund Fiscal Year 2021/22



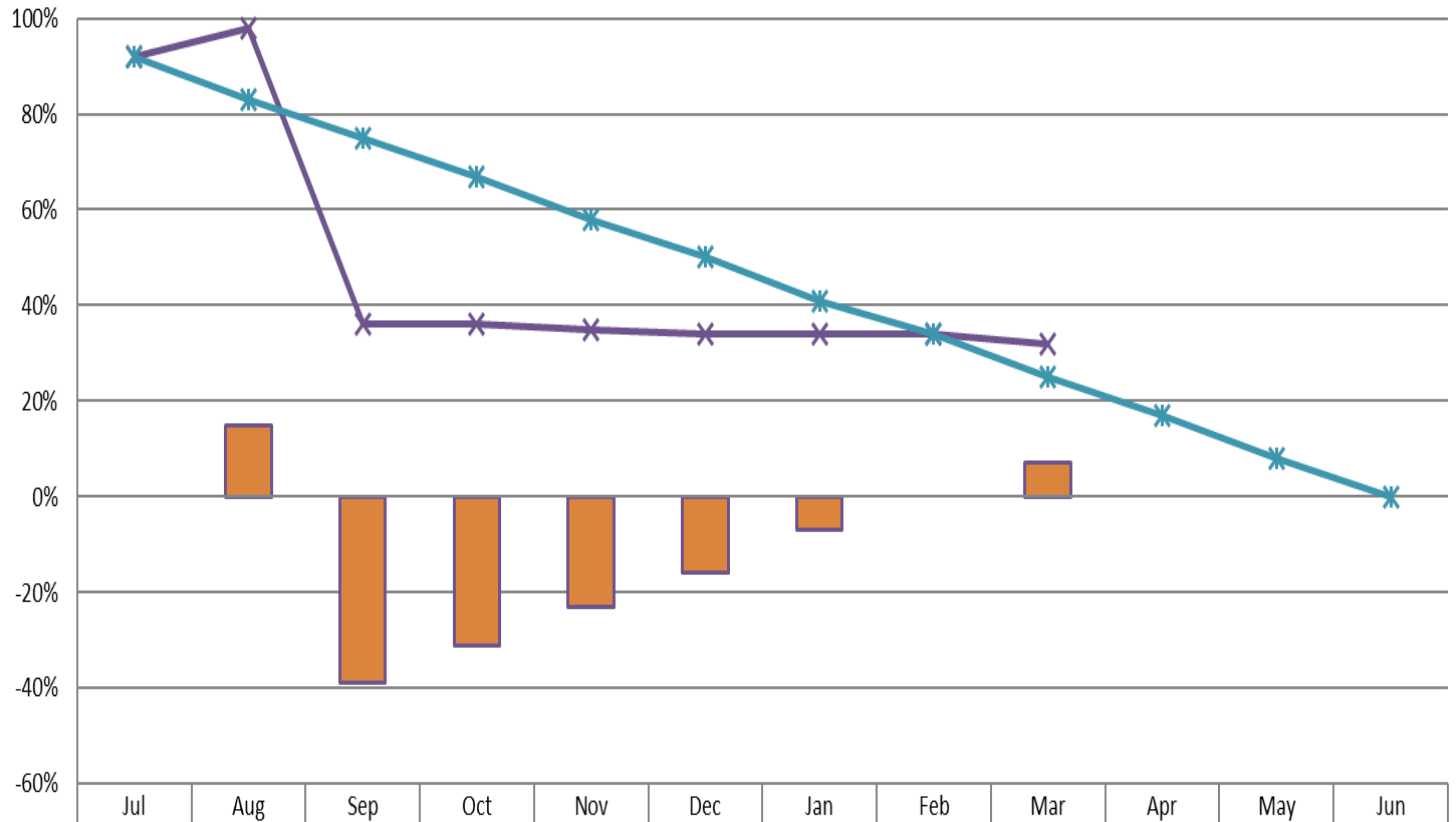
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	173	5,156	4,571	6,628	2,763	95,086	727,754	517,432	26,852			
YTD Actual	173	5,330	9,900	16,528	19,291	114,377	842,130	1,359,562	1,386,414			
YTD Prorated Budget	90,008	180,017	270,219	360,292	450,365	540,438	630,510	720,583	810,656	900,729	990,802	1,080,875
Prior YTD Actual	55	96,052	101,493	106,262	111,782	233,564	687,271	1,013,787	1,079,894	1,156,785	1,170,222	1,185,495
Balance to Collect	1,079,927	1,074,770	1,070,975	1,064,347	1,061,584	966,498	238,745	(278,687)	(305,539)			

Expenditures - Storm Water Fund Fiscal Year 2021/22



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Monthly Actual	72,335	(66,804)	590,685	5,830	21,611	7,692	18,913	14,950	42,241			
YTD Actual	72,335	5,532	596,217	602,046	623,657	631,349	650,261	665,211	707,452			
YTD Prorated Budget	90,008	180,017	270,219	360,292	450,365	540,438	630,510	720,583	810,656	900,729	990,802	1,080,875
Prior YTD Actual	965	11,357	13,984	95,206	111,244	112,507	637,917	651,240	655,023	666,722	692,933	708,325
Balance to Expend	1,007,765	1,074,568	484,658	478,829	457,218	449,526	430,614	415,664	373,423			

Budget Percent Remaining - Storm Water Fund Fiscal Year 2021/22



(Over) Under Budget	0	15	-39	-31	-23	-16	-7	0	7			
Actual Percent Remaining	92	98	36	36	35	34	34	34	32			
Prorated Percent Remaining	92	83	75	67	58	50	41	34	25	17	8	0

Category Number:
Item Number: 4.



AGENDA
GREER CITY COUNCIL
4/26/2022

Fire Department Activity Report - March 2022

ATTACHMENTS:

Description	Upload Date	Type
📎 Fire Department Activity Report - March 2022	4/18/2022	Backup Material

CITY OF GREER



FIRE DEPARTMENT

MONTHLY REPORT

MARCH 2022

Incidents in March:

On Saturday, March 12, 2022 at 14:07:19, EN41, EN42, EN56, EN151, TW41, L14, BAT41, and BAT81, were dispatched to a Residential Structure Fire at 108 Cannon Avenue. Crews arrived on scene to find a single story residential structure with smoke showing from that Alpha and Charlie side of the structure. Crews worked quickly to extinguish the fire that was located in the attic. The scene was turned over to the Fire Marshal's Office for cause and origin determination.



Training:

In March we sent 6 personnel to Columbia, SC for the annual Fire Service Improvement Conference (FSIC). Personnel participated in the following classes with other firefighters from all over South Carolina. We also sent Lt. Scott Tompkins to the Southeastern Extrication School in Hartsville, SC.



Truck Company Operations: Lt. McCauley Hannah, FF. Breedlove, and FF. Pitman



Engine Company Operations: Engineer Derrick Davis



Advanced Auto Extrication: FF. Eric Carlson



Awards and Special Recognition:

Annually we celebrate our employees and present the following awards:

- Tele-Communicator of the Year
- Firefighter of the Year
- Engineer of the Year
- Officer of the Year
- Chief Officer of the Year

We have not been able to have our program due to COVID. So this year we presented the awards for the past two years to staff while on-duty.

Tele-Communicator of the Year:



2020 - Sgt. Ashley Wright



2021 – Cathy Mayer

Firefighter of the Year:



2020 – Firefighter Dillon Blackwell



2021 – Firefighter Eric Breedlove

Engineer of the Year:



2020 AND 2021 Engineer of the Year – Engineer Warren Douglas

Officer of the Year:



2020 – Lt. Todd Wilson



2021 – Lt. Carl Howell

Chief Officer of the Year:



2020 – Battalion Chief Paul Brown



2021 – Battalion Chief Chuck McConnell

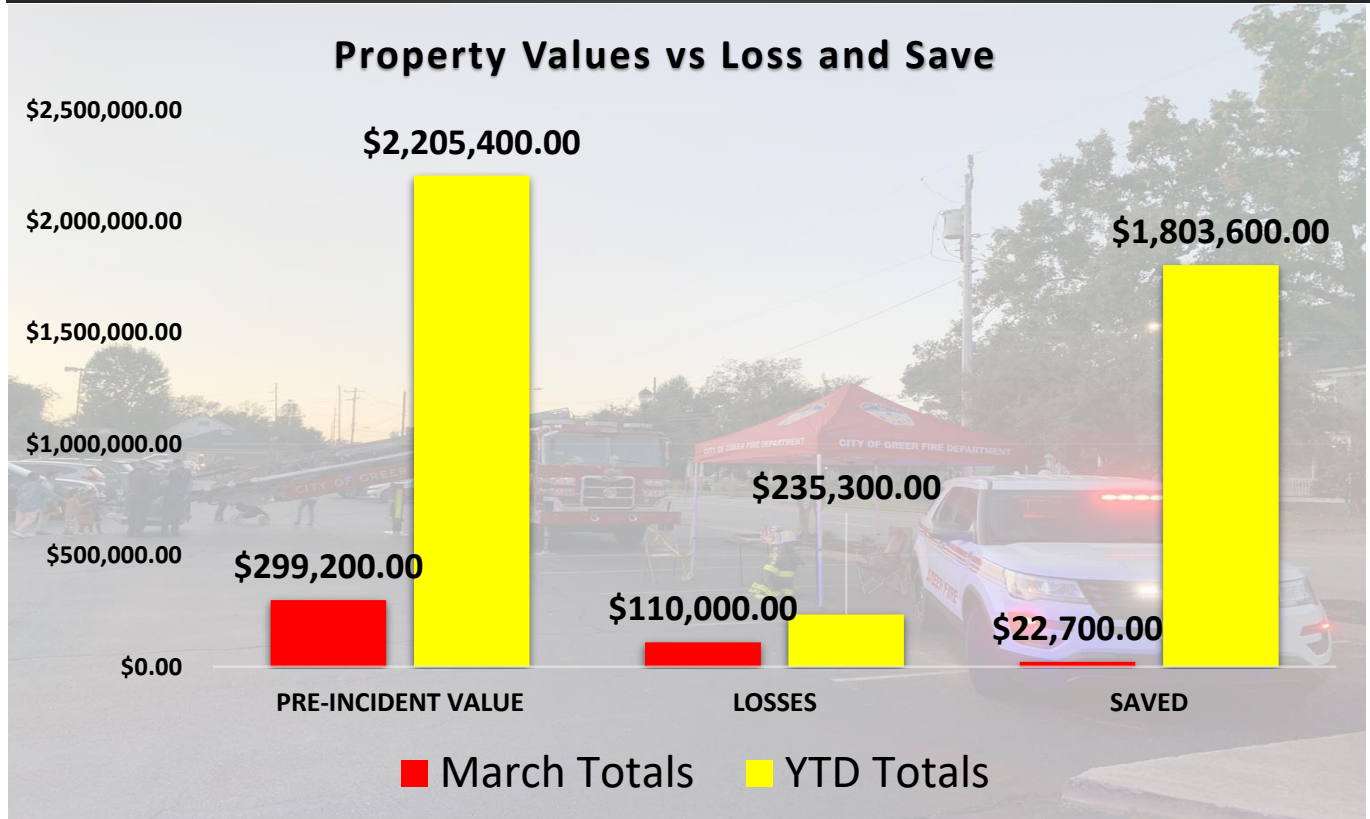
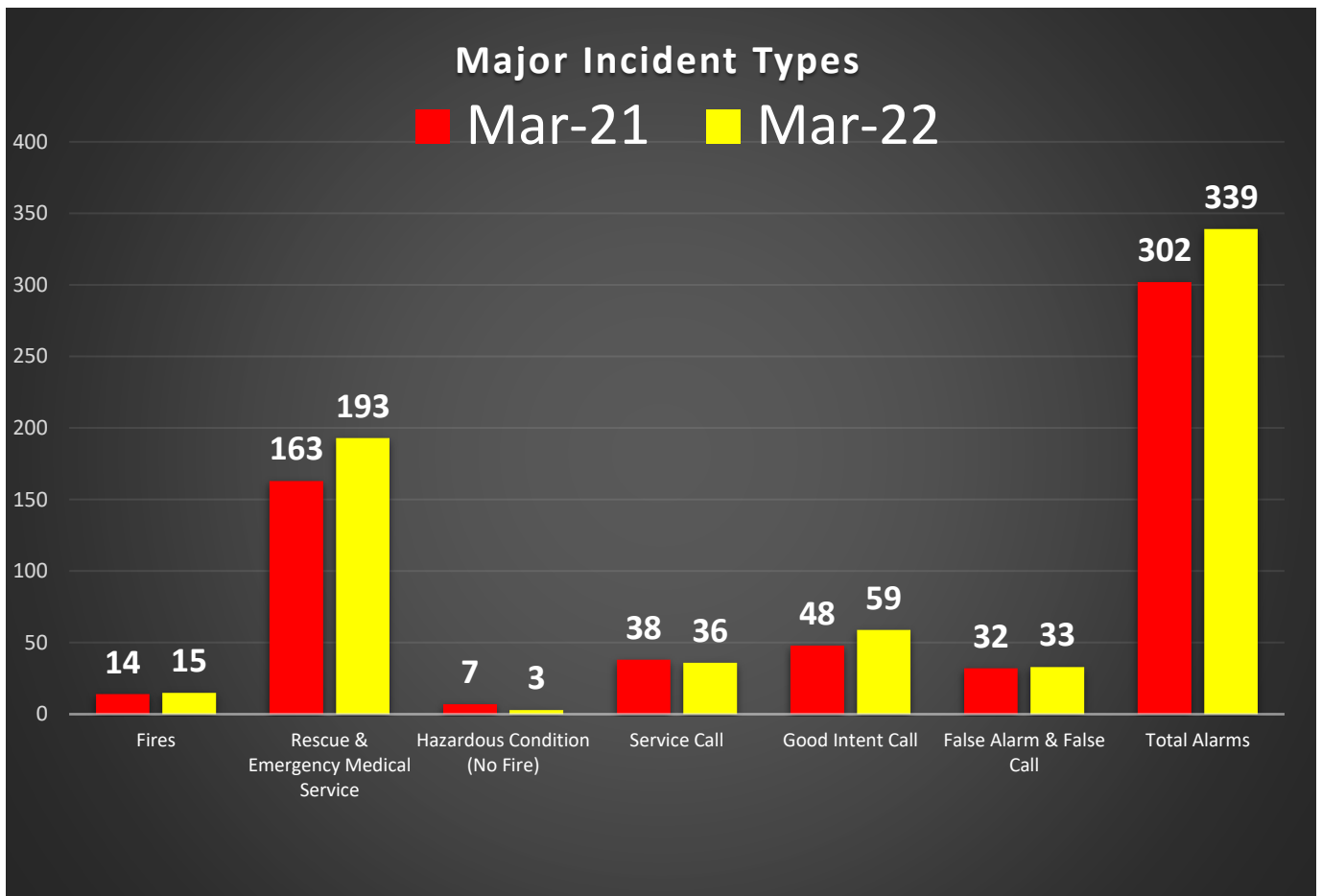
Firefighter/EMT Julia Viznyak successfully completed her probationary period and was awarded her company passport.



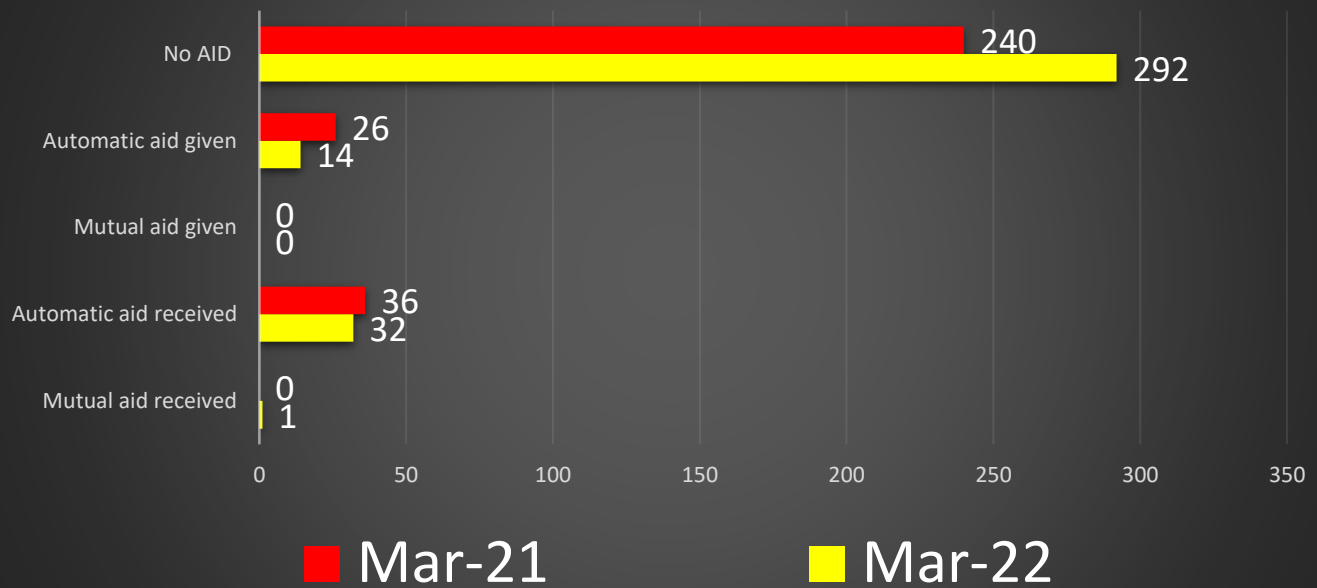
Pictured L to R: FF. Dillon Blackwell, Lt. McCauley Hannah, FF. Julia Viznayk and Eng. Warren Douglas

On Saturday, March 19th Deputy Chief Holzheimer and his family attended the Ronnie Thames Foundation - Silent Hero Brunch at the Georgia Aquarium. The fire department was the guest of Dr. Karen Thomas of Greer.

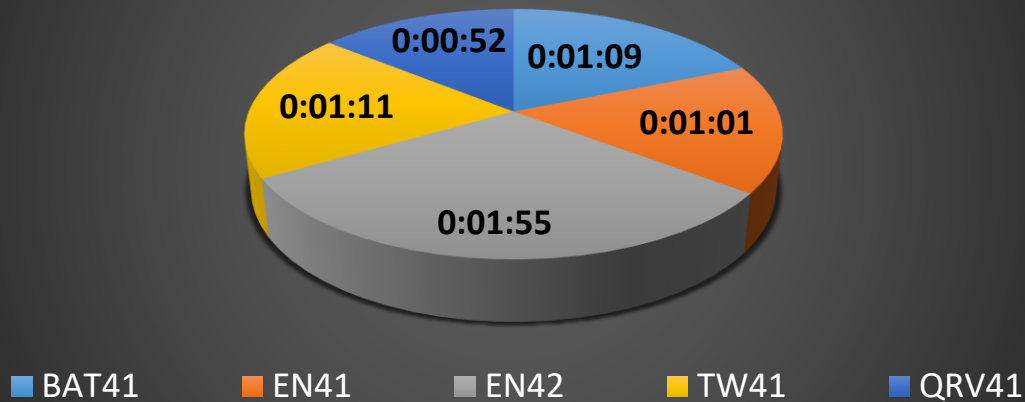




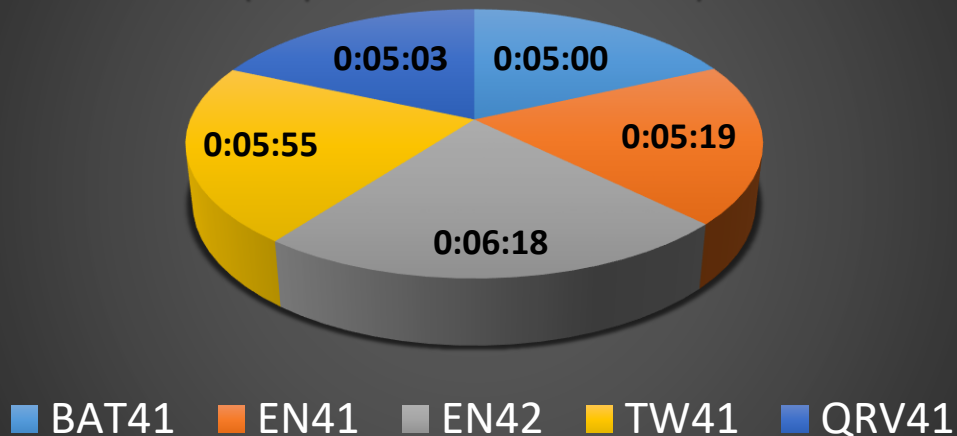
AID GIVEN AND RECEIVED



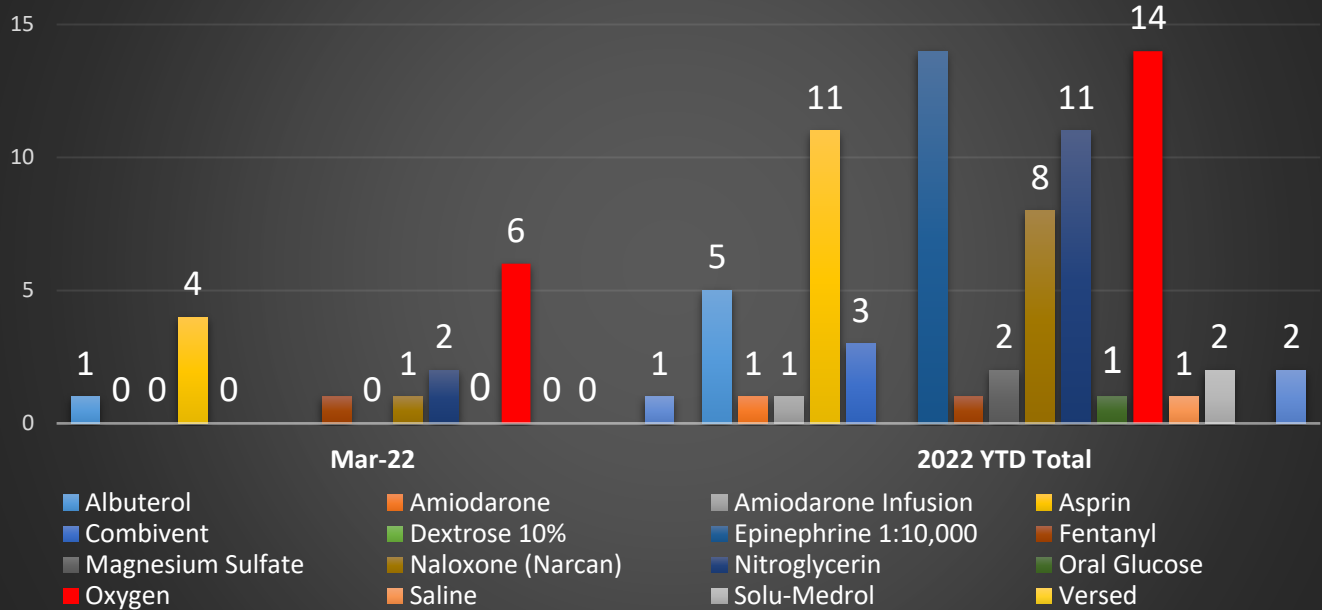
APPARATUS TURNOUT TIME (min) (Dispatch to Enroute)



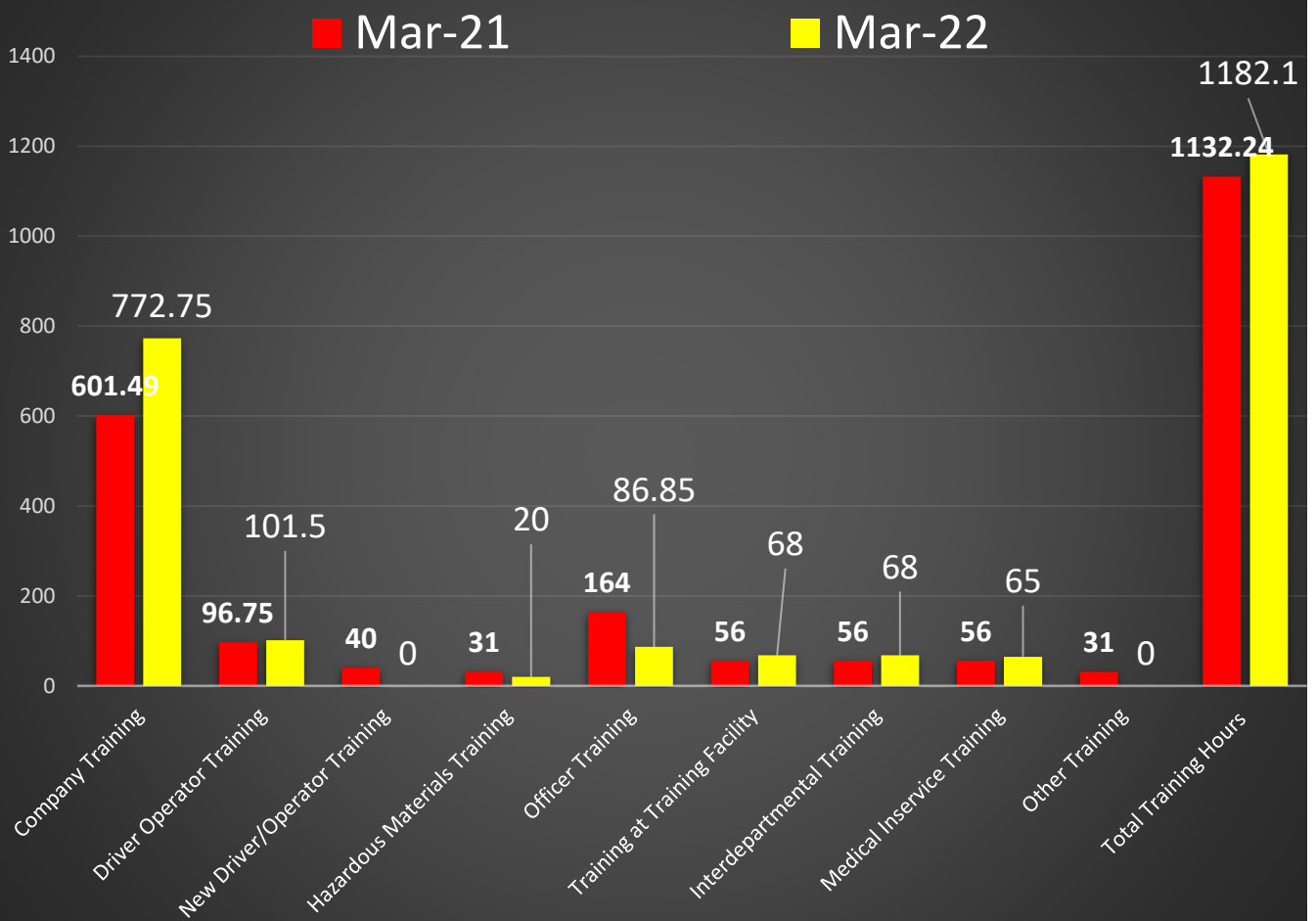
Apparatus Response Times (Dispatch to Arrive On Scene)



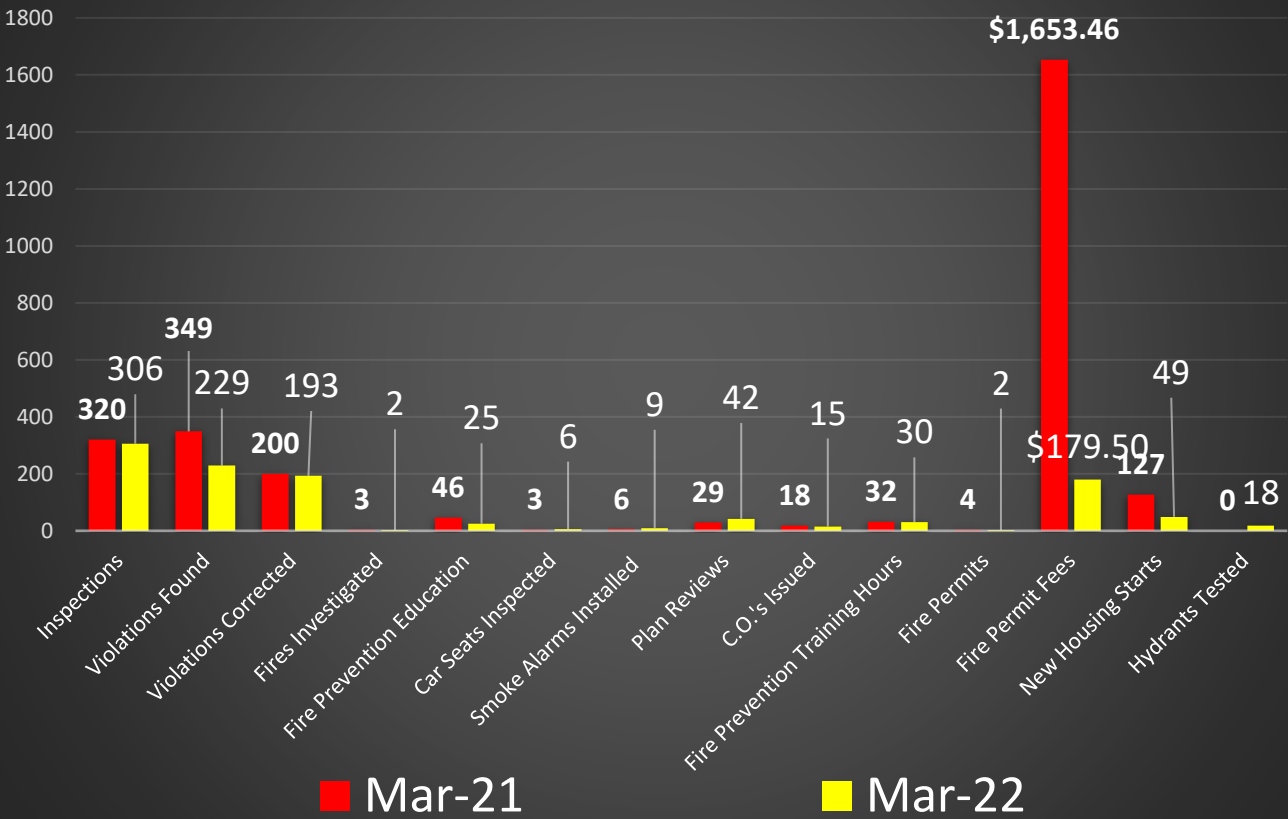
Medication Administration Breakdown



Training



Office of the Fire Marshal



NFPA REPORT FIRES IN STRUCTURES BY FIXED PROPERTY USE (OCCUPANCY)		NUMBER OF INCIDENTS	DEATHS	INJURIES	EST. PROP. DAMAGE
1	Private Dwellings (1 or 2 family), including mobile homes (FPU 419)	10	0	0	\$100,000.00
2	Apartments (3 or more families) (FPU 429)	3	0	0	\$5,000.00
3	Hotels and Motels (FPU 449)	0	0	0	\$0.00
4	All Other Residential (dormitories, boarding houses, tents, etc.) (FPU 400, 439, 459-499)	0	0	0	\$0.00
5	TOTAL RESIDENTIAL FIRES (Sum of lines 1 through 4)	13	0	0	\$105,000.00
6	Public Assembly (church, restaurant, clubs, etc.) (FPU 100-199)	0	0	0	\$0.00
7	Schools and Colleges (FPU 200-299)	0	0	0	\$0.00
8	Health Care and Penal Institutions (hospitals, nursing homes, prisons, etc.) (FPU 300-399)	0	0	0	\$0.00
9	Stores and Offices (FPU 500-599)	0	0	0	\$0.00
10	Industry, Utility, Defense, Laboratories, Manufacturing (FPU 600-799)	3	0	0	\$0.00
11	Storage in Structures (barns, vehicle storage garages, general storage, etc.) (FPU 800-899)	1	0	0	\$0.00
12	Other Structures (outbuildings, bridges, etc.) (FPU 900-999)	0	0	0	\$0.00
13	TOTAL FOR STRUCTURE FIRES (Sum of lines 5 through 12)	17	0	0	\$105,000.00
14a	Fires in Highway Vehicles (autos, trucks, buses, etc.) (IT 131-132, 136-137)	1	0	0	\$30,000.00
14b	Fires in Other Vehicles (planes, trains, ships, construction or farm vehicles, etc.) (IT 130, 133-135, 138)	1	0	0	\$100,000.00
15	Fires outside of Structures with Value Involved, but Not Vehicles (outside storage, crops, timber, etc.) (IT 140, 141, 161, 162, 164, 170-173)	3	0	0	\$0.00
16	Fires in Brush, Grass, Wildland (excluding crops and timber), with no value involved (IT 142-143)	5	0	0	\$300.00
17	Fires in Rubbish, Including Dumpsters (outside of structures), with no value involved (IT 150-155)	4	0	0	\$0.00
18	All Other Fires (IT 100, 160, 163)	2	0	0	\$0.00
19	TOTAL FOR FIRES (Sum of lines 13 through 18)	34	0	0	\$235,300.00
20	Rescue, Emergency Medical Responses (ambulances, EMS, rescue) (IT 300-381)	649	0	0	\$0.00
21	False Alarm Responses (malicious or unintentional false calls, malfunctions, bomb scares) (IT 700-746)	101	0	0	\$0.00
22	Mutual Aid Responses Given	0	0	0	\$0.00
23a.	Hazards Materials Responses (spills, leaks, etc.) (IT 410-431)	6	0	0	\$0.00
23b	Other Hazardous Responses (arcing wires, bomb removal, power line down, etc.) (IT 440-482, 400)	9	0	0	\$0.00
24	All Other Responses (smoke scares, lock-outs, animal rescues, etc.) (IT 200-251, 500-699, 800-911)	306	0	0	\$0.00
25	TOTAL FOR ALL INCIDENTS (Sum of lines 19 through 24)	1105	0	0	\$235,300.00

Category Number:
Item Number: 5.



AGENDA
GREER CITY COUNCIL
4/26/2022

Municipal Court Activity Report - March 2022

ATTACHMENTS:

Description	Upload Date	Type
▣ Municipal Court Monthly Report	4/15/2022	Backup Material



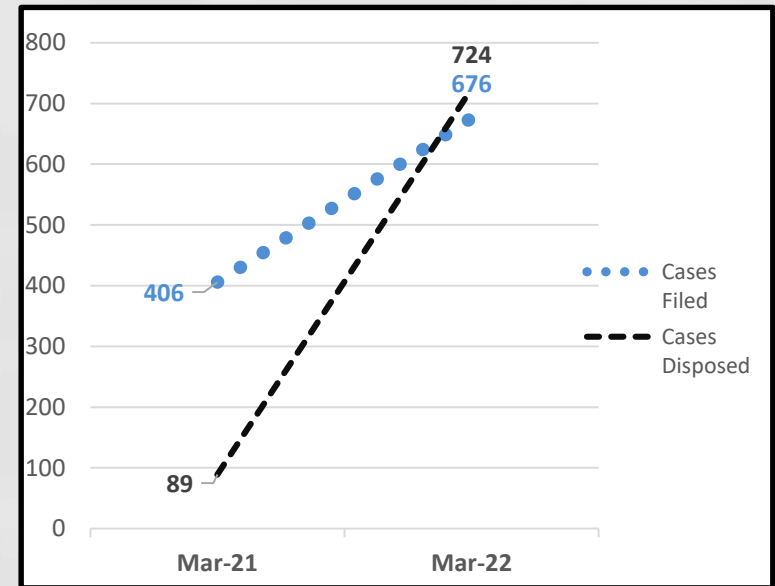
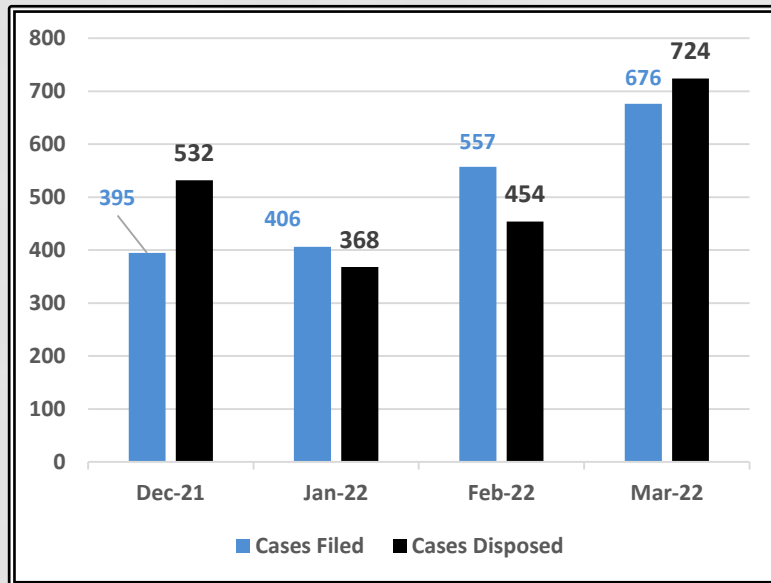
MUNICIPAL COURT

Monthly Report
March 2022

Traffic, Criminal and City Ordinances

Total cases disposed: **724**

Total cases filed by officers: **676**

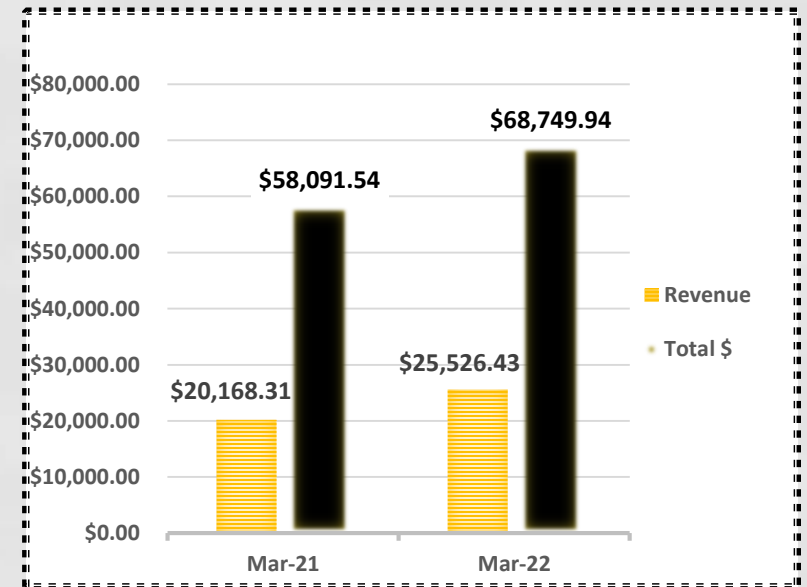
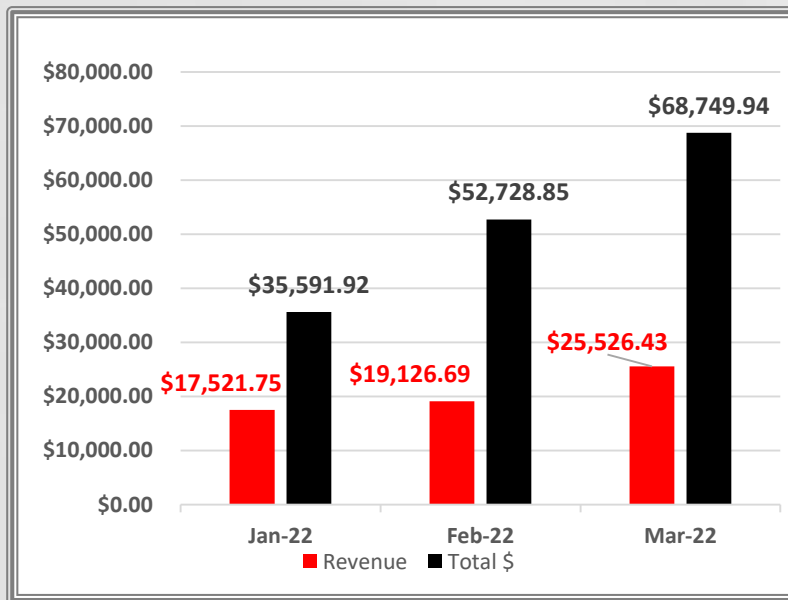


Arrest Warrants, Bench Warrants & Search Warrants

Arrest Warrants issued	62
Arraignments-# of defendants	98
Arraignments-# of charges	196
Bench Warrants issued	7
Bench Warrants served	8
Search Warrants issued	6

Revenue

Total Revenue	\$25,526.43
Sent to State Treasurer	\$35,485.78
Victim Assistance Funds	\$ 4,034.63
Total Collected	\$68,749.94



ACTIVITY

- Traffic Court was held March 2, 9, 16, 23 and 30.
- Preliminary Hearings were held March 4.
- DV Court was held March 10.
- Jury Trials were held the week of March 14-18.
- Dana Dowling attended Judges Orientation in Columbia March 14-15 & 21-25.

Category Number:
Item Number: 6.



AGENDA
GREER CITY COUNCIL
4/26/2022

Parks, Recreation and Tourism Activity Report - March 2022

ATTACHMENTS:

Description	Upload Date	Type
▢ Parks, Recreation and Tourism Activity Report - March 2022	4/21/2022	Backup Material

Parks and Recreation

March 2022 Monthly Report

Current/Ongoing Projects

Wards Creek Trail System & South Tyger River Greenway

- On March 18, Tripp Barrineau of Keck & Wood performed additional surveying for the South Tyger River Greenway. The Wards Creek Trail options are under review.

Greer Golf

- A contract was signed with SGA Design for the Clubhouse renovations, and staff met with architects on March 23 to discuss next steps.

Needmore Recreation Center Pickleball Courts

- The Needmore Pickleball courts project was advertised again by the Greenville County Redevelopment Authority. One bid was submitted and is being reviewed by GCRA and City of Greer staff.

Tryon Recreation Center Pickleball Courts

- The contractor is tentatively scheduled to start in Mid-April.

Victor Park

- A second pre-bid meeting and bid opening occurred in March for the parking lot and basketball court renovation to begin in April, after a change of scope in the project.

H.R. Turner Park

- The Dodd Studio, LLC finalized the design proposal for complete delivery of the H.R. Turner Park Rugby construction project. Staff is currently reviewing the proposal.

Department Highlights

Administration

- Ann Cunningham attended a meeting at City Hall on March 1 to discuss ADA improvements.
- Red Watson completed and submitted the Land and Water Conservation Fund Grant on March 4 for funds to be used in the construction of a Rugby field at Turner Park.
- Staff met with Mr. Merriman and Susan Howell on March 9 regarding funding of the Greer Golf Clubhouse Renovation.
- Staff met with Mr. Merriman on March 14 to discuss the current Rugby season.
- On March 29, staff met with Kelly Long (Council of Garden Clubs) to discuss the placement of a butterfly garden at the National Certification for Wildlife Community Habitat Event to be held on May 24 at the City of Greer Center for the Arts.

Division Highlights

Athletics

- Concluded the Youth Basketball Season with the Greer 8U All Stars winning the District Championship and then going to Florence, SC on March 5 to compete for the state title.
- Competed in Ruggerfest, one of the nation's premier Rugby tournaments, on March 5 and 6 in Charlotte, NC.
- Competed in State Wrestling Championship on March 5 and 6 in Camden, SC and finished season with 1 State Champion and 2 Runner-ups.
- Greer 76ers Rugby team hosted a Rugby Festival on March 19 at Country Club Park with teams from NC, SC and Georgia competing.

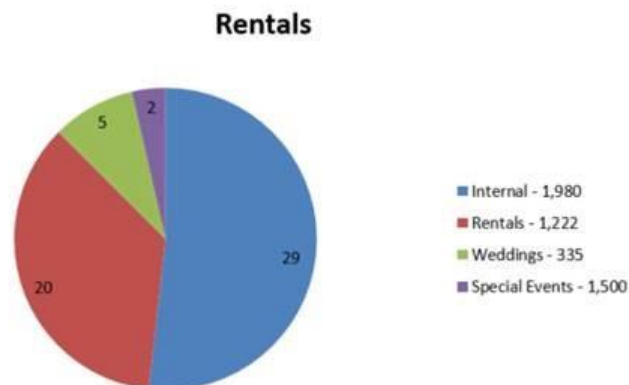
- Completed drafts and started practices for all Greer Baseball Club Recreational teams with teams practicing Mondays – Saturdays at various fields.
- Started Greer Baseball Club Academy team practices, with teams competing on weekends at various sites in SC, NC and Georgia.
- Began practices for the Greer Girls Softball teams at Victor Park on Mondays – Sundays and kicked off season competing in the Diamond Dirt Classic on March 26 at Tyger River Park.
- Facilitated FSCG Recreation and Academy soccer practices and games at Greer City Stadium and South Suber Road Park on Mondays, Tuesdays, Thursdays, and Saturdays.

Cultural Arts

- Little Mermaid, Jr. opened its first weekend of performances on March 4-5 and completed its final weekend of performances on March 11-13, with all four shows completely sold out, entertaining 520 audience members.
- Martha Grattan hosted a free, two-part ceramics class for the SOAR group which began March 11.
- The Foothills Philharmonic Woodwind Quintet performed at the Center for the Arts on March 12 with approximately 40 people in attendance.
- Greer Children's Theatre held auditions on March 15 for its next production, *How I Became a Pirate*, and then held a parent/cast meeting on March 28. The student-led production has 24 cast members with shows to be held at the Center for the Arts in May.
- On March 24, artwork for the 2022 City of Greer Juried Art Show was hung at the Center for the Arts, with 63 entries, the most ever received. A reception for the artists was held the following evening, with Mayor Danner awarding certificates to the winners.
- Cecelia Witcher held an Alcohol Inks class and Martha Grattan held a Ceramics class, both on March 26.

Events

- Staff is currently reviewing bids which were opened on March 17 for the fireworks provider for the City of Greer Freedom Blast.
- Event staff met with departments and volunteer organizations regarding Freedom Blast and International Festival.
- The Events Division hosted the Greer Police Department and officers from around the state for a week-long training at the Events Halls.
- The Ambassadors continued to provide excellent customer service to our citizens.



Golf

- Don Garrett, of Clemson University and the Walker Course, led a roundtable discussion with staff and employees of other Upstate golf courses on March 2 to discuss maintenance practices for Diamond Zoysia putting greens.

- Staff met with the contracted marketing and advertising team on March 10 about the upcoming season for events and information.
- The Spring class for the First Tee at Greer Golf is now full with a waiting list, with plans for additional classes in the Summer and Fall.
- Currently facilitating two high school golf teams from Greer High School and Greer Middle College for the Spring season.
- Secured an agreement with Stanley Martin Homes that guarantees the purchase of one membership for each new home sold in Oakton (new housing development directly across from the course) in exchange for one comped corporate golf membership.
- Reported an increase in revenues for the month of March compared to last year generated from cart fees, greens fees, member dues and the range.

Recreation

- Summer Camp registrations began on March 14, with Camp Greer at Victor Gym filling all spots within an hour.
- Hosted Pickleball Clinics (154 participants) and Open Play Pickleball days (125 participants) at Victor Gym throughout the month and hosted one Adaptive Pickleball Session on March 24 with 21 participants.
- Hosted four Open Play Basketball sessions at Victor Gym (120 participants).
- Senior Action continued to meet at Needmore Recreation Center each weekday for activities and lunch, with 20-25 attendees daily.
- Archery met at Victor Gym on Monday/Thursday nights and City Stadium on Wednesday nights.
- Seniors Out and Around (SOAR):
 - Hosted Line Dancing on Wednesdays at Cannon Centre or Tryon Recreation Center with an average attendance of 27 each week.
 - Hosted Bingo, Card Game day, Movie/VR day, and Book Club day throughout month.
 - Took a day trip to Landrum and Tryon for lunch at Southside Smokehouse and shopping at Old Mill Market Square on March 31, with 32 participants.
- Rentals:
 - Kids Planet Shelters - 97
 - Recreation Centers - 4

<u>Upcoming Events</u>	<u>Current Projects</u>
<ul style="list-style-type: none"> • Opening Day Baseball/Softball – April 2 (Century Park) • Easter Eggstastic Event – April 9 (Century Park) • International Festival – April 23 (City Park) • Greer Farmers Market – Every Tuesday May 3 - August 30, September 20, November 15 (City Park) • Greer Children’s Theatre Performance – May 6-8 and May 13-15 (Center for the Arts) • Asian American-Pacific Islander Arts Exhibition Reception – May 10 • Tunes in the Park – May 14 (City Park) • Food Truck Rollout – May 14 (City Park) 	<ul style="list-style-type: none"> • Greer Golf Redesign Clubhouse & Pool Area • Cannon Centre Deck Renovation • H.R. Turner Park Renovation • South Tyger River Greenway • Wards Creek Trail System • Needmore Recreation Center Pickleball Courts • Tryon Recreation Center Pickleball Courts • Victor Park Parking Lot and Basketball Courts

The City of Greer Parks and Recreation Department is committed to fulfilling our mission of providing quality recreational experiences while administering the values of community image, human development, preservation of environmental resources, health and wellness, economic development, and cultural unity.

Category Number:
Item Number: 7.



AGENDA
GREER CITY COUNCIL
4/26/2022

Police Department Activity Report - March 2022

ATTACHMENTS:

Description	Upload Date	Type
☐ Police Department Activity Report - March 2022	4/13/2022	Backup Material

Greer Police Department Monthly Report

March 2022



Command Staff

Chief Hamby

Captain Pressley

Administrative Division- Lt.
Fortenberry

Operational Support
Division- Lt. Blackwell

Patrol Division- Lt.
Richardson

Criminal Investigations
Division- Lt. Varner

102 S. Main St. Greer, SC 29650

Administrative Division

Monthly Staffing Report

DEPARTMENT	TOTAL POSITION ALLOCATED	CURRENT STAFFING LEVEL	STAFF ON LIGHT DUTY/FMLA/MILITA RY LEAVE	POSITIONS TO FILL
SWORN OFFICERS	64 FT/1 PT	59 FT/0 PT	1	5 FT/1 PT
COMMUNICATIONS	12 FT	8 FT	0	4 FT
DETENTION	7 FT	7 FT	0	0 FT
ADMINISTRATIVE	7 FT/1 PT	6 FT/1 PT	0	1 FT/0 PT
ANIMAL CONTROL	1 FT	1 FT	0	0
TOTAL	91 FT/2 PT	81 FT/1 PT	1	10 FT/1 PT

Monthly Records and Data Entry

REPORTS CODED	521
TRAFFIC CITATIONS ENTERED IN DATABASE	1
RECORDS REQUESTS/FOIA	393
INCIDENT/SUPPLEMENTAL REPORTS ENTERED/COPIED OVER	457
EXPUNGEMENTS RECEIVED	3
EXPUNGEMENTS RESEARCHED/COMPLETED/SEALED	0
TOTAL EXPUNGEMENTS REMAINING	145
CRIMINAL HISTORY CHECKS	9
SLED SUBMITTAL	1

STATISTICS

Volunteer Hours

99

OF VOLUNTEER
HOURS IN MARCH

286

OF VOLUNTEER
HOURS YTD

Training

13

OF CLASSES IN
MARCH

28

OF CLASSES YTD

199

OF STUDENT IN
MARCH

384

OF STUDENT YTD

95.5

OF CLASS HOURS IN
MARCH

172.5

OF CLASS HOURS
YTD

1456

TOTAL HOURS TRAINING
TIME IN MARCH

2310

TOTAL HOURS
TRAINING TIME YTD

School Resource Officer Report

DAILY ACTIVITIES	TOTAL
CONFERENCES WITH TEACHERS/ ADMIN STAFF	51
MEETINGS WITH STUDENTS	78
PHONE CONFERENCES WITH PARENTS	24
IN-PERSON CONFERENCES WITH PARENTS	19
SCHOOL EVENTS	9
CLASSROOM VISITS	28
INCIDENT REPORTS	5
FOLLOW UPS	3
TRAINING CLASSES	15

Community Outreach



Fist Bump Friday at
Crestview Elementary



PD Tour conducted with
Coucilman Booker and Dre Casey

Operational Support Division

Communications Center

DISPATCH AND CALL FREQUENCY	FEB-22	MAR-22	% CHANGE FROM PREVIOUS MONTH	YTD 2021	YTD 2022	% CHANGE FROM PREVIOUS YEAR
# OF 911 CALLS	1220	1475	20.9%	3719	4107	10.4%
INCOMING 7-DIGIT LINE CALLS	4370	4983	14.0%	14720	14025	-4.7%
POLICE CALLS FOR SERVICE	2887	3256	12.8%	6983	8552	22.5%
FIRE CALLS FOR SERVICE	962	996	3.5%	2725	3116	14.3%
TOTAL DISPATCHED CALLS	3849	4252	10.5%	9708	11668	20.2

Detention Center

INMATE AND PROCESS TOTAL	FEB-22	MAR-22	% CHANGE FROM PREVIOUS MONTH	YTD 2021	YTD 2022	% CHANGE FROM PREVIOUS YEAR
# OF ADULTS PROCESSED	114	93	-18.4%	337	292	-13.4%
TRANSPORTED TO GREENVILLE	23	20	-13.0%	76	67	-11.8%
TRANSPORTED TO SPARTANBURG	19	20	5.3%	60	53	-11.7%
JUVENILES PROCESSED	0	0	0	5	0	-100.0%
HOURS COVERED BY PATROL	0	0	0	0	0	0

Animal Control Services

DISPATCH AND CALL FREQUENCY	FEB-22	MAR-22	% CHANGE FROM PREVIOUS MONTH	YTD 2021	YTD 2022	% CHANGE FROM PREVIOUS YEAR
CALLS FOR SERVICE	0	0	0	411	136	-67.0%
LIVE DOGS PICKED UP	0	0	0	18	9	-50.0%
LIVE CATS PICKED UP	0	1	0	15	3	-80.0%
TRAPS DELIVERED	0	0	0	16	1	-94.0%
FOLLOW UP CALLS	0	0	0	45	14	-69.0%
CITATIONS ISSUED	0	0	0	10	2	-80.0%
# OF ANIMALS TAKEN TO SHELTER	17	3	-82.4%	30	29	-3.33%

Officer Ruttgers began his Class 3 training this month. He was taken off the road and has done very minimal animal control duties. Lt. Blackwell and patrol have absorbed most of the animal control duties this month. Ruttgers attended the annual SC Animal Control Conference the first week of March.

Property and Evidence/Court Security

EVIDENCE AND TIME MANAGEMENT	FEB-22	MAR-22	% CHANGE FROM PREVIOUS MONTH	YTD 2021	YTD 2022	% CHANGE FROM PREVIOUS YEAR
TOTAL ITEMS ENTERED	91	215	136.3%	550	420	-23.6%
NEW ITEMS ENTERED	91	119	30.8%	450	312	-30.7%
ITEMS PURGED	190	16	-91.6%	40	267	567.5%
ITEMS RELEASED	5	0	-100.0%	28	7	-75.0%
CASES SENT TO CO 23 LAB	0	12	0	20	25	25.0%
CASES SENT TO CO 42 LAB	0	11	0	13	19	46.2%
HOURS SPENT AT LABS	5	10	100.0%	14	19.5	46.2%
HOURS SPENT IN COURT	32.5	49	50.8%	35	116.5	232.9%

Patrol Division

POLICE PATROL ACTIVITY	MAR-21	MAR-22	% CHANGE FROM	YTD 2021	YTD 2022	% CHANGE
CITATIONS ISSUED	317	667	110.41%	1357	1554	14.52%
ARRESTS	110	100	-9.09%	319	310	-2.82%
INCIDENT REPORTS	370	332	-10.27%	1021	1048	2.64%
COLLISION REPORTS	140	150	7.14%	376	412	9.57%
WARNING CITATIONS	197	386	95.94%	924	1160	25.54%
PATROL MILES	30767	45372	47.47%	96515	126484	31.05%
WARRANTS SERVED	46	65	41.30%	182	197	8.24%

The numbers in yellow boxes are preliminary stats. The software we pull numbers from (SCDPS) has been down during the month of March and is currently being repaired.

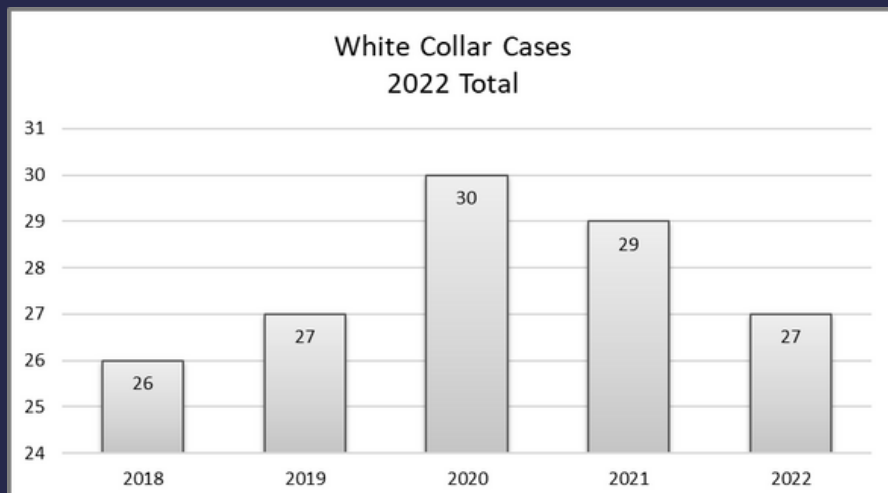
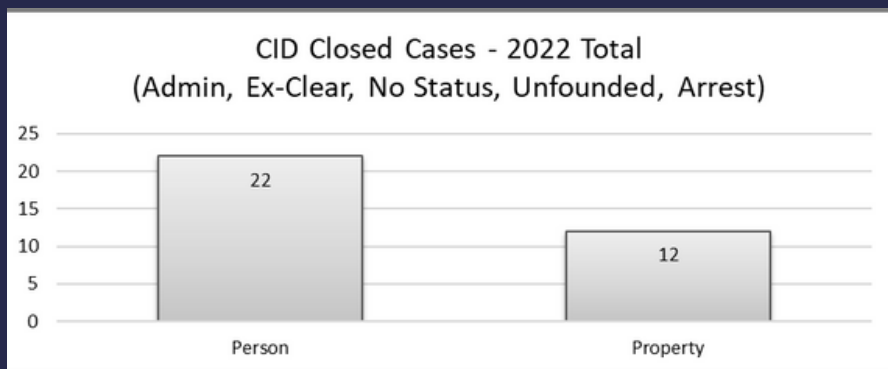
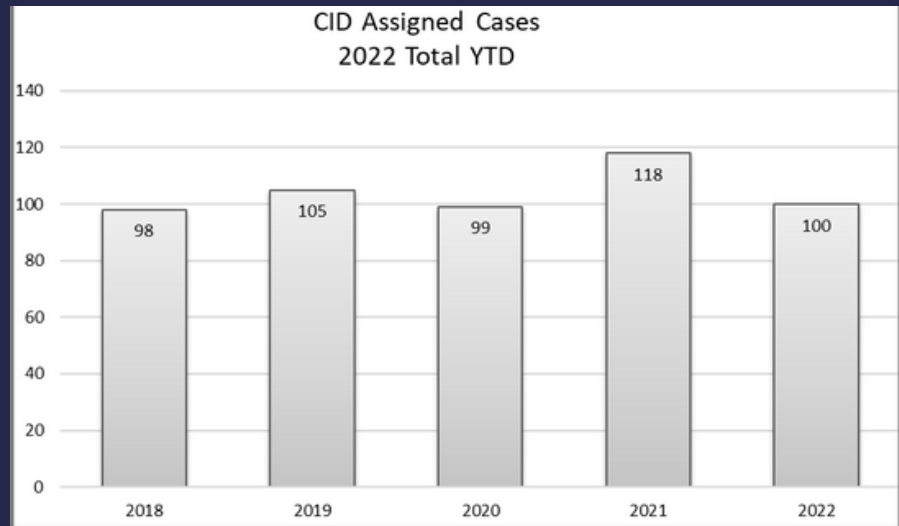
Proactive Efforts

DUI ARRESTS	DRUG CHARGES	DRIVING UNDER SUSPENSION	GENERAL SESSIONS CHARGES	WARRANTS OBTAINED
2	6	152	18	43

Drugs Seized

MARIJUANA	METH	HEROIN	COCAINE
3.7 GRAMS	4.0 GRAMS	0 GRAMS	0 GRAMS

Criminal Investigations Division



**CLERK CHANDLER
IS FILLING IN TO
ASSIST AS NEEDED
WITH CRIME
ANALYSIS**

Category Number:
Item Number: 8.



AGENDA
GREER CITY COUNCIL
4/26/2022

Public Services Activity Report - March 2022

ATTACHMENTS:

Description		Upload Date	Type
📎	Public Services Activity Report - March	4/18/2022	Backup
	2022		Material



TO: Andy Merriman, City Administrator
Tammy Duncan, City Clerk

FROM: Public Services Department

SUBJECT: March 2022 Activity Report

DATE: April 15, 2022

Grounds & Street Maintenance Divisions

- Sidewalk replaced on E Fairview Ave.
- Crack seal on Manatee Court.
- Jet storm drain lines on Leesburg Peak
- New historical marker installed in City Park
- New City Park pond well pump, piping, and wiring replaced
- Landscape mulch installed within City Park, Downtown, Police & Courts, and Verne Smith Parking lot
- Speed hump repair in City Hall parking lot
- Building removal at Fire department
- Gazebo removal at Veterans Park
- Staff began preparing athletic fields for Spring practices and games.
- Hauled 6 loads of construction material to landfill.
- Hauled 2 load of E-Waste to landfill.
- Ran sweeper truck for 7 days in March.

Potholes

- Filled pot holes at Hood Rd, Broadus St, E. Arlington & Fairview, Bella Michele Ave.

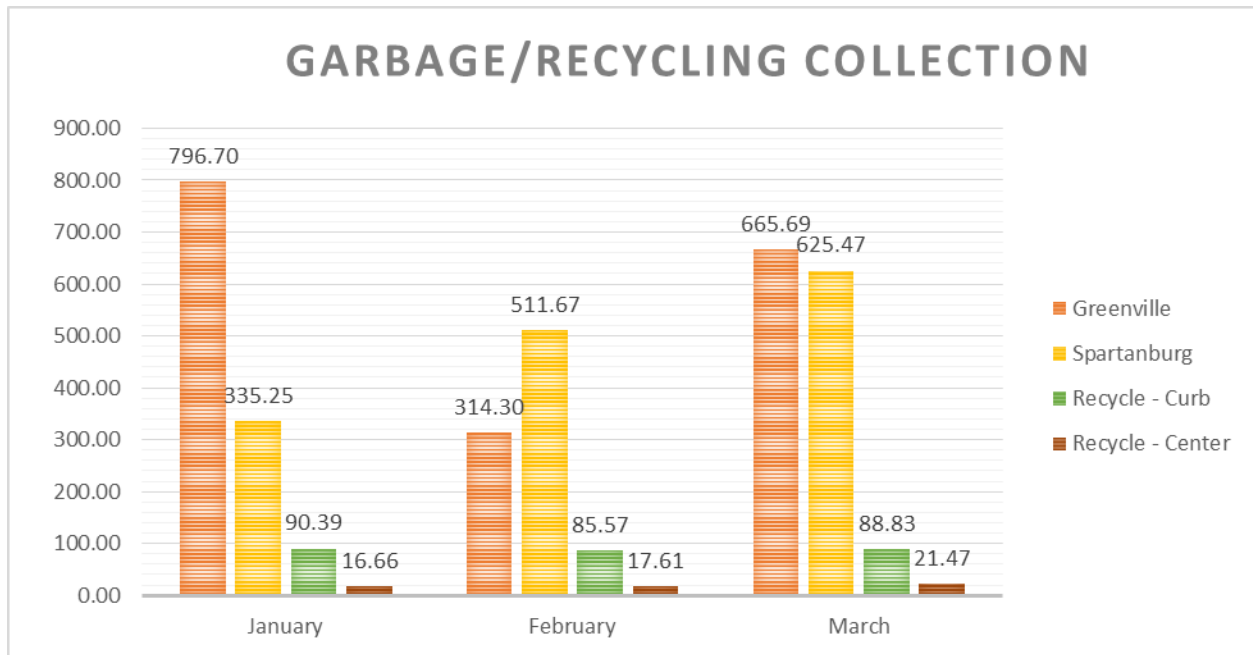
Signs Repaired/Replaced

- Repaired stop sign at Manatee Ct.
- Repaired street marker at W. Poinsett/N. Miller, Trade/Poinsett.
- New street marker at Meadow Lake Trail.
- Repaired No Truck sign at W. Poinsett/Hunt
- Repaired Do Not Enter at Cary Ave.

CPW Street Cut Repairs

- Fixed 12 CPW road cuts on City Roads

Solid Waste Division



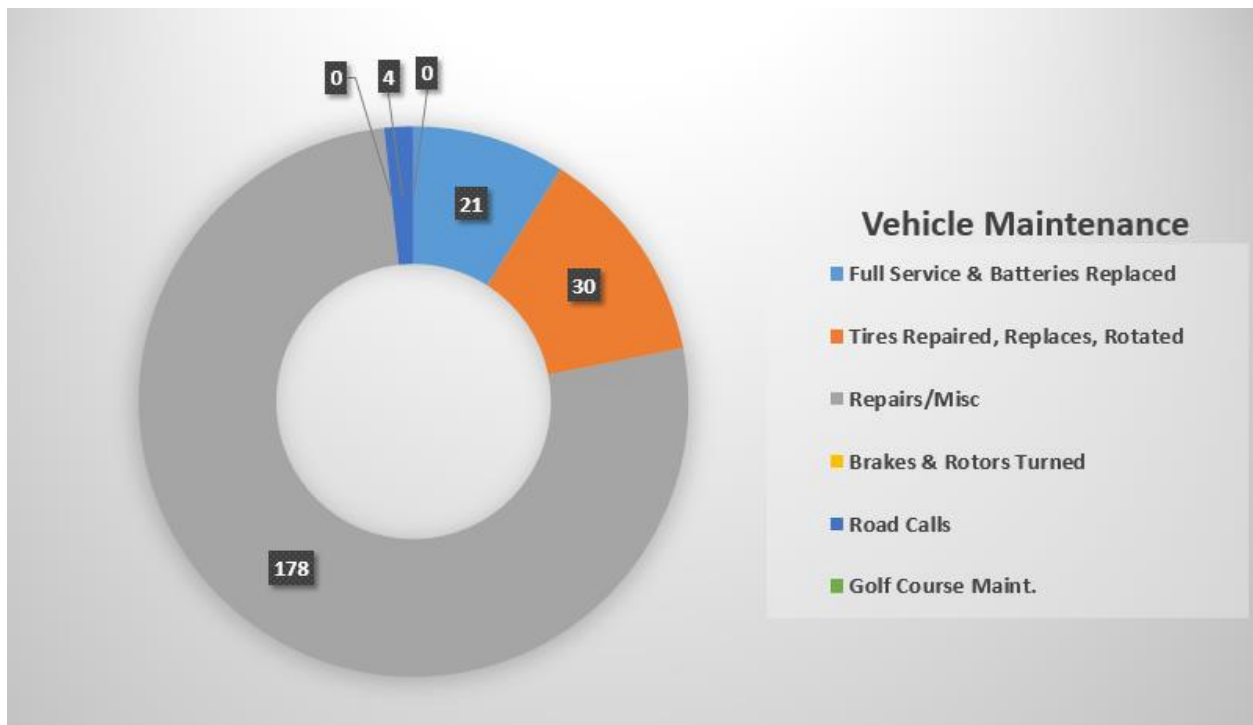
YTD Fiscal Year Totals: Greenville 6638.78 + Spartanburg 3829.18 = **10,476.96 Total**

Bins & Carts Delivered

NEW HOME CARTS: 77 REPAIRED/REPLACEMENT CARTS: 34

YARD WASTE CARTS: 1 DELIVERED RECYCLE BINS: 89

Fleet Maintenance Division



Category Number:
Item Number: 9.



AGENDA
GREER CITY COUNCIL
4/26/2022

Website Activity Report - March 2022

ATTACHMENTS:

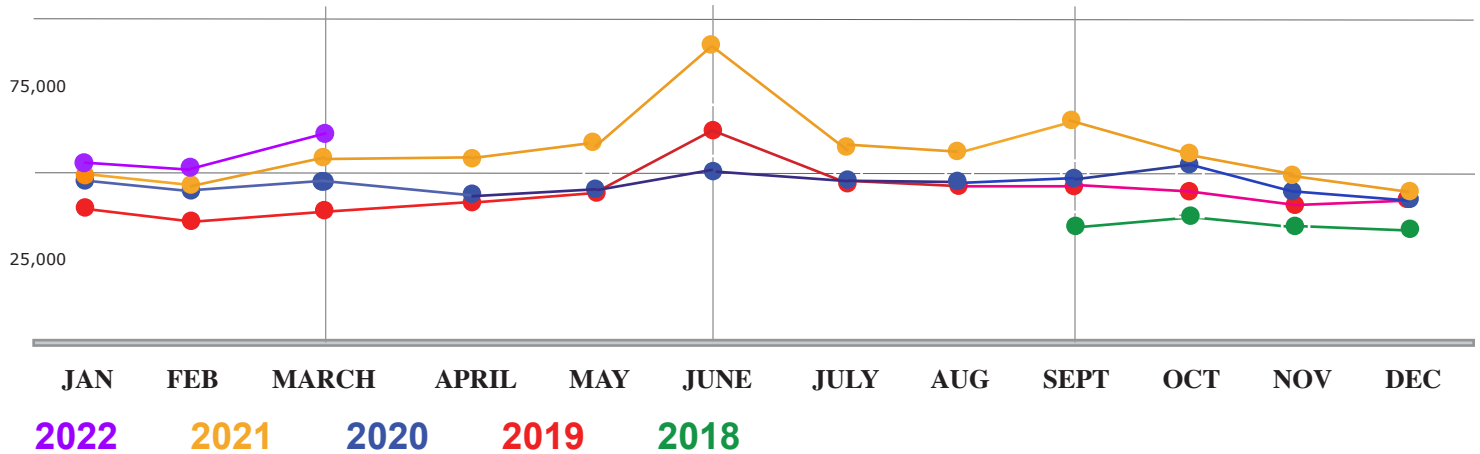
Description	Upload Date	Type
☐ Website Activity Report - March 2022	4/21/2022	Backup Material



City of Greer Website

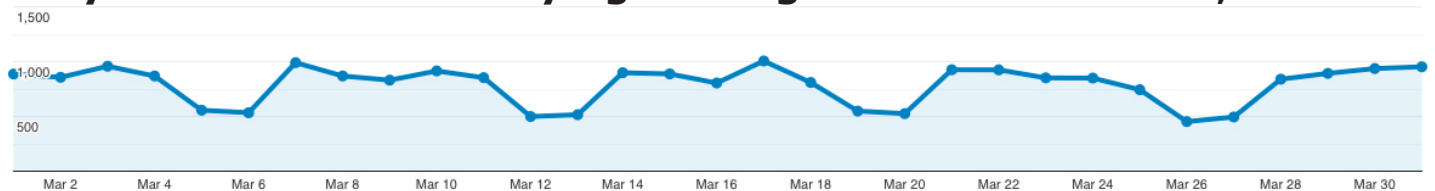
March 2022 Monthly Report

Total Page Views by Month



Daily sessions at www.cityofgreer.org

March 1-31, 2022



Visitors to www.cityofgreer.org

Total Users: 21,282 from 73 countries
Desktop: 50.5 %
Mobile: 48.1 %
Tablet: 1.4 %

Retention

Monthly Page Views: 59,701
Avg Pages per Session: 2.16
Average Time per Session: 1 minute 37 seconds

Traffic Sources

Search Engines: 62.1 %
Direct Traffic: 31.5 %
Social/Referral: 6.4 %

Most Viewed Pages

1. Home
2. Century Park
3. Events Center Rentals
4. Parks and Recreation
5. Police
6. City Departments
7. Youth Baseball
8. Events
9. Kids Planet
10. Yard Waste
11. Summer Camps
12. Permits
13. Youth Sports
14. Planning & Zoning
15. Recycling Center



AGENDA
GREER CITY COUNCIL
4/26/2022

Second and Final Reading of Ordinance Number 4-2022

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY PAKT DIVINE, LLC LOCATED ON ABNER CREEK ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 4-2022	4/18/2022	Ordinance
▣ Ord 4-2022 Exhibit A Limited Warranty Deed	4/18/2022	Exhibit
▣ Ord 4-2022 Exhibit B Plat	4/18/2022	Exhibit
▣ Ord 4-2022 Exhibit C Map	4/18/2022	Exhibit
▣ Ord 4-2022 Exhibit D FIRM	4/18/2022	Exhibit
▣ Ord 4-2022 Exhibit E Statement of Intent	4/18/2022	Exhibit
▣ Ord 4-2022 Exhibit F Site Plan	4/18/2022	Exhibit
▣ Ord 4-2022 Petition for Annexation	4/18/2022	Backup Material
▣ Ord 4-2022 Planning Commission Minutes	4/18/2022	Backup Material

ORDINANCE NUMBER 4-2022

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY PAKT DIVINE, LLC LOCATED ON ABNER CREEK ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF DRD (DESIGN REVIEW DISTRICT) FOR SAID PROPERTY.

WHEREAS, Pakt Divine, LLC is the sole owner of property located on Abner Creek 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 9-06-00-010.00 containing approximately 21.42 +/- acres attached hereto marked as Exhibit C, the National Flood Insurance Program Flood Insurance Rate Map Number 45045C0427E 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, Pakt Divine, LLC has petitioned the City of Greer to annex its 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 DRD (Design Review District); and,

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

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

1. ANNEXATION: The 21.42 acres +/- property shown in red on the attached map owned by Pakt Divine, LLC located on Abner Creek Road as described on the attached City of Greer Map as Spartanburg County Parcel Number 9-06-00-010.00 is hereby annexed into the corporate city limits of the City of Greer.

2. ANNEXATION OF 484.63 FEET OF ABNER CREEK ROAD ROADWAY: 484.63 feet of Abner Creek Road roadway along the edge of the annexed property owned by Pakt Divine, LLC 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 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 45045C0427E.

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: Councilmember Karuian Booker

First Reading: February 8, 2022

Second and
Final Reading: April 26, 2022

APPROVED AS TO FORM:

John B. Duggan, Esquire
City Attorney

_____[Space Above This Line for Recording Data]_____

LIMITED WARRANTY DEED

STATE OF SOUTH CAROLINA)	Grantee's address:
)	501 Mossy Ledge Lane
COUNTY OF SPARTANBURG)	Simpsonville, SC 29681

KNOW ALL MEN BY THESE PRESENTS, that **ABNER CREEK MCE, LLC, a South Carolina limited liability company** in consideration of **SEVEN HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$725,000.00)**, the receipt of which is hereby acknowledged, having granted, bargained, sold, and released, by these presents does grant, bargain, sell and release unto, **PAKT DIVINE, LLC, a South Carolina limited liability company**, its successors and or assigns forever, all of its right, title and interest in and to the following described property:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

TAX MAP NO: 9-06-00-010.00

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictive covenants that may appear of record or on the premises.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee(s) and the Grantee(s) successors and assigns, forever. And the Grantor does hereby bind the Grantor and the Grantor's heirs, successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's(s) heirs, successors and assigns against the Grantor(s) and the Grantor's(s) heirs, successors and assigns but not otherwise.

Laura H. Phillips
Witness No. 1/Notary

ABNER CREEK MCE, LLC

Melanie M Cathcart
By: **Melanie M. Cathcart**
Its: **Manager**

Christy Whitakee
Witness No. 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

I, Laura H. Phillips, a Notary Public in and for the State of South Carolina, do hereby certify that **Melanie M. Cathcart, acting in her capacity as Manager of Abner Creek MCE, LLC, a South Carolina limited liability company**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 21 day of December, 2021.

AFFIX SEAL:

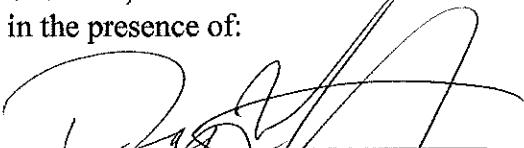
Laura H. Phillips
Notary Public for South Carolina
My Commission Expires: 9/29/25




Prepared by:
Patterson & Associates, P. A.
1088 North Church Street
Greenville, South Carolina 29601

WITNESS the Grantor's hand and seal this 18 day of December, 2021.

SIGNED, sealed and delivered
in the presence of:




Witness No. 1/Notary



Witness No. 2

ABNER CREEK MCE, LLC



By: Anita Ann Colbert
Its: Manager

South Carolina
STATE OF ~~VIRGINIA~~)
COUNTY OF Richland)

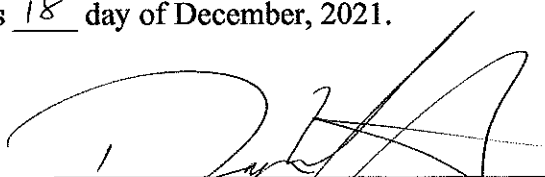
ACKNOWLEDGEMENT

I, Daja Scott, a Notary Public in and for the State of South Carolina, do hereby certify that **Anita Ann Colbert, acting in her capacity as Manager of Abner Creek MCE, LLC, a South Carolina limited liability company**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 18 day of December, 2021.

AFFIX SEAL:

 **Daja Scott**
Notary Public for South Carolina
Commission Expires: 05/24/2031



Notary Public for ~~Virginia~~ South Carolina
My Commission Expires: 05/24/2031

Prepared by:
Patterson & Associates, P. A.
1088 North Church Street
Greenville, South Carolina 29601

EXHIBIT A

TRACT #1A (23.48 ACRES ON ABNER CREEK ROAD)

ALL THAT CERTAIN piece, parcel or lot of land in Reidsville Township, Spartanburg County, State of South Carolina, on the northwestern side of the Pelham-Lyman surfaced road, and surrounding Fulton Church, containing twenty-three and 48/100 (23.48) acres, and designated as Tract No. 8 on plat of the Newton Smith Estate, prepared by H.S. Brockman, Surveyor, Dec. 12th, 1940, and having the following courses and distances, to-wit:

Beginning at iron pin in the said road, joint corner of Tracts 1,2,7 and 8, and running thence along and with said road, N 53 E 200 feet to iron pin, cornering with lot of Fulton Church; thence with said Church lot, N 38-28 W 282 feet to pin; thence with the rear line of the said Church lot, N 52-05 E 583 feet to pin on the Lamar line; thence with that line, N 5-15 E 985 feet to stone, cornering with lands of Mrs. Mont. Westmoreland; thence with her line, N 85-48 W 725 feet to pin, cornering with tract No. 7; thence as a dividing line between Nos. 7 and 8, S 8-00 W 1258 feet to pin; thence; S 37-00 E 600 feet to the beginning corner: bounded East by the Lamar Lands; North by Mrs. Mont. Westmoreland; West and south-west by Tract #7; and south-east by the said Pelham-Lyman road, separating it from Tract #1, and also by the said Church lot.

LESS AND EXCEPT: Property conveyed by Ben R. McClimon, Anita M. Colbert, N. Glenn McClimon, Jr., and Hugh P. McClimon to Fulton Presbyterian Church by Deed dated May 11, 1998 and recorded in Deed Book 68A, Page 543 in the Office of the Register of Deeds for Spartanburg County, South Carolina, said property being described as follows:

All that certain piece, parcel or tract of land on the northern side of Abner Creek Road, containing 2.00 acres, more or less, and shown as Tract "A" & "B" on survey entitled "Topographic Survey for Fulton Presbyterian Church", dated June 10, 1997, prepared by C. O. Riddle Surveying Co., Inc., to be recorded simultaneously herewith in the Office of the Register of Deeds for Spartanburg County, South Carolina in Plat Book 141 at Page 604, reference being hereby made to said plat for a more complete metes and bounds description thereof.

This being the same property conveyed to Abner Creek MCE, LLC by deed of James E. Colbert, Jr., Anita Ann Colbert, Carole Ann McClimon, Melanie M. Cathcart, and Alicia M. Buchanan recorded February 23, 2021 in the office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book 131-C, at Page 821.

Also reference corrective Quit-Claim Deed by Alicia M. Buchanan to Abner Creek MCE, LLC dated December 21, 2021 and recorded simultaneously herewith in the office of the Register of Deeds for Spartanburg County, South Carolina.

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

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 containing approximately 21.48 acres, is located on the North side of Abner Creek Rd., Greer, SC 29651, bearing Spartanburg County Tax Map Number 9-06-00-010.00, was transferred by Abner Creek MCE, LLC to PAKT Divine, LLC.
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 \$725,000.00.
 - (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. If "yes" the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: -0-
 - (c) Subtract line 6(b) from line 6(a) and place result here: _____
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$ _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Grantor
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Melanie M. Cathcart
Responsible Person Connected with the Transaction
Grantor

SWORN to before me this 21
day of December 2021

Laura H. Phillips
Laura H. Phillips
Notary Public for South Carolina
My Commission Expires: 9/29/25



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. 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 in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any 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; and
- (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 executed 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 to take functional control of electric transmission assets as defined in the Federal Power Act.

STEWART TITLE GUARANTY COMPANY
COMMITMENT NO.: 3229212
COMMITMENT DATE: MARCH 22, 2021 AT 8:00 AM
SCHEDULE B PART II – EXCEPTIONS

- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I – REQUIREMENTS ARE MET. [NOT A SURVEY MATTER]
- THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:
 - RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS [NOT A SURVEY MATTER]
 - EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. [NOT A SURVEY MATTER]
 - ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES. [NOT A SURVEY MATTER]
 - ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. [NOT A SURVEY MATTER]
 - RIGHTS OF DOWER, HOMESTEAD OR OTHER MARITAL RIGHTS OF THE SPOUSE, IF ANY, OF ANY INDIVIDUAL INSURED. [NOT A SURVEY MATTER]
 - RESTRICTIONS UPON THE USE OF THE PREMISES NOT APPEARING IN THE CHAIN OF TITLE TO THE LAND [NOT A SURVEY MATTER]
- ANY INACCURACY IN THE AREA, SQUARE FOOTAGE, OR ACREAGE OF THE LAND DESCRIBED IN SCHEDULE A OR ATTACHED PLAT, IF ANY. THE COMPANY DOES NOT INSURE THE AREA, SQUARE FOOTAGE, OR ACREAGE OF THE LAND, [BOUNDARY AND ACREAGE PLOTTED AND SHOWN ON SURVEY]
- REAL ESTATE TAXES OR SPECIAL ASSESSMENTS FOR THE YEAR(S) 2021, THAT ARE NOT YET DUE OR PAYABLE. [NOT A SURVEY MATTER]
- SUBSEQUENT ASSESSMENTS OR TAXES AND ANY PENALTIES AND INTEREST, DUE TO ANY CHANGE IN THE LAND USAGE OR LOSS OF EXEMPTION. [NOT A SURVEY MATTER]
- THIS POLICY DOES NOT INSURE AGAINST ANY LOSS OR DAMAGE WHICH MIGHT ARISE OUT OF ROLL-BACK TAXES AS CONTEMPLATED UNDER TITLE 12, ARTICLE 3, OF THE SOUTH CAROLINA CODE OF LAWS OF 1976, AS AMENDED, (SECTION 12-43-220). [NOT A SURVEY MATTER]
- RIPARIAN OR WATER RIGHTS, CLAIMS, OR TITLE TO WATER WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. [NOT A SURVEY MATTER]
- RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN AND TO THE WATERS OF BRANCHES, RIVERS, STREAMS AND CREEKS CROSSING OR ADJOINING THE LAND, AND THE NATURAL FLOW THEREOF, FREE FROM DIMINUTION OR POLLUTION. [NOT A SURVEY MATTER]
- RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN AND TO THE CONTINUED UNINTERRUPTED FLOW OF THE WATERS OF ANY CREEKS, STREAMS, OR BRANCHES AFFECTING THE LAND. [NOT A SURVEY MATTER]
- SEWER RIGHT OF WAY TO GREER COMMISSION OF PUBLIC WORKS RECORDED IN BOOK 124-G AT PAGE 228. [PLOTTED AND SHOWN ON SURVEY]
- SEWER RIGHT OF WAY TO GREER COMMISSION OF PUBLIC WORKS RECORDED IN BOOK 124-G AT PAGE 233. [PLOTTED AND SHOWN ON SURVEY]
- SEWER RIGHT OF WAY TO GREER COMMISSION OF PUBLIC WORKS RECORDED IN BOOK 124-G AT PAGE 238. [PLOTTED AND SHOWN ON SURVEY]
- SEWER RIGHT OF WAY TO GREER COMMISSION OF PUBLIC WORKS RECORDED IN BOOK 124-G AT PAGE 243. [PLOTTED AND SHOWN ON SURVEY]
- TITLE TO THAT PORTION OF THE LAND AND RIGHTS OF THE PUBLIC AND OTHERS ENTITLED THERETO IN AND TO THE USE OF THAT PORTION OF THE LAND WITHIN THE BOUNDS OF ABNER CREEK ROAD. [ABNER CREEK ROAD PLOTTED AND SHOWN ON SURVEY]
- ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES. [DOES NOT AFFECT SURVEY AREA]

N/F
MATTHEW & SAMANTHA TERNES
TMS# 9-07-00-032.01
DB. 105S, PG 998

N/F
GLENN & DORIS WALLACE TRUSTEE
TMS# 9-06-13-005.00
DB. 121C, PG 452

N/F
JOSEPH MELLEBY
TMS# 9-06-13-006.00
DB. 101K, PG 919

N/F
SCOTT CLEMENT
TMS# 9-06-14-007.00
DB. 77D, PG 706

N/F
TAMMY & DAVID RAQUE
TMS# 9-06-14-008.00
DB. 56R, PG 340

N/F
THOMAS HAWKINS
TMS# 9-06-14-009.00
DB. 59W, PG 956

N/F
ALEXANDER & SUSAN KOSCIELICKI
TMS# 9-06-14-010.00
DB. 61U, PG 884

N/F
MARSHA BENNETT
TMS# 9-06-14-011.00
DB. 53M, PG 116

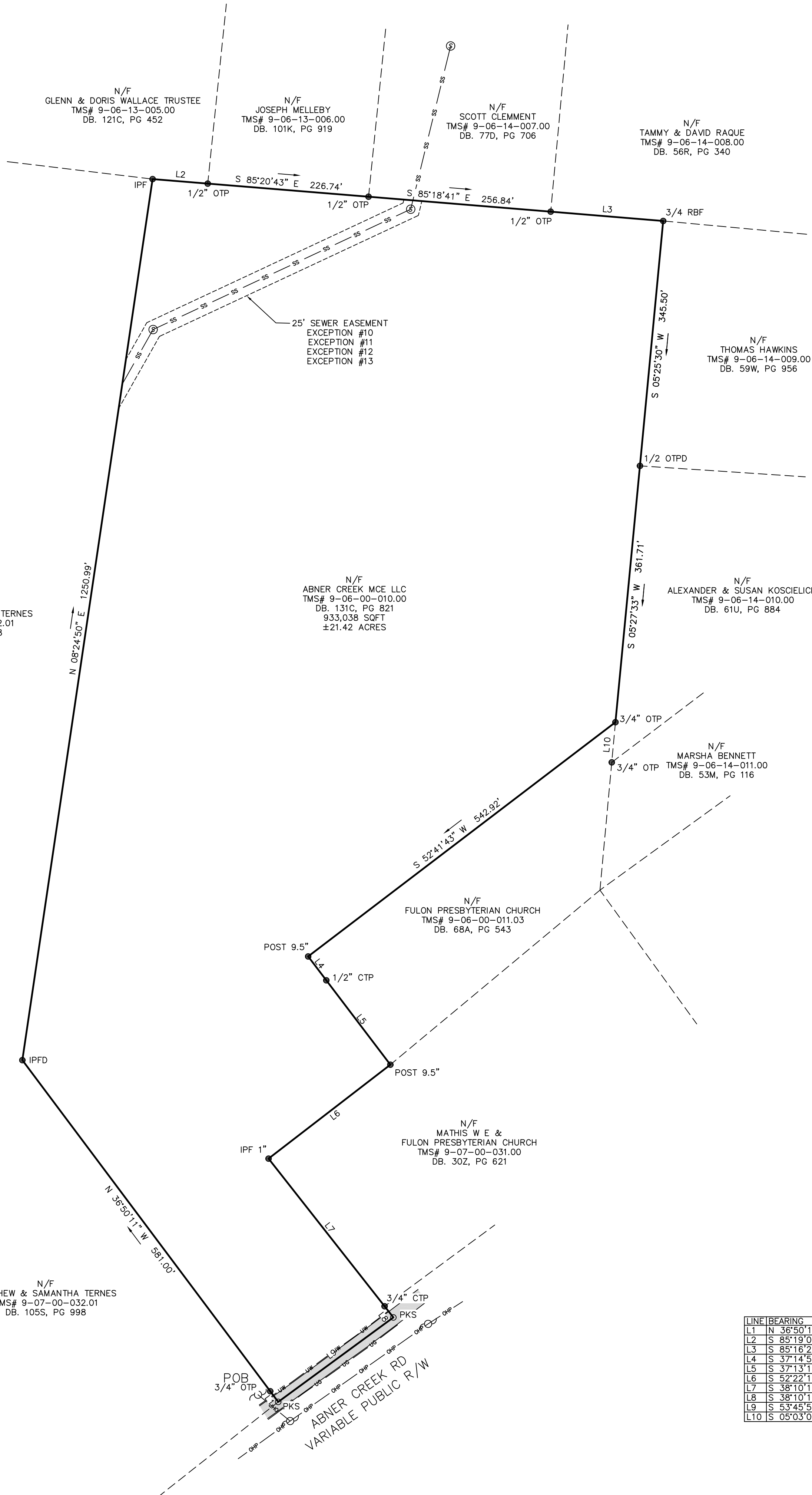
N/F
FULTON PRESBYTERIAN CHURCH
TMS# 9-06-00-011.03
DB. 68A, PG 543

N/F
MATHIS W E &
FULTON PRESBYTERIAN CHURCH
TMS# 9-07-00-031.00
DB. 302, PG 621

N/F
MATTHEW & SAMANTHA TERNES
TMS# 9-07-00-032.01
DB. 105S, PG 998

LEGAL DESCRIPTION

BEGINNING AT A PK NAIL IN THE CENTER OF ABNER CREEK ROAD, SAID POINT BEING THE SHARED CORNER OF ABNER CREEK MCE, LLC, AND MATTHEW & SAMANTHA TERNES, AND BEING THE POINT OF BEGINNING (POB), THENCE N 36°50'11" W A DISTANCE OF 18.72' TO A 3/4" OPEN TOP PIPE, THENCE N 36°50'11" W A DISTANCE OF 581.00' TO AN IRON PIPE, THENCE N 08°24'50" E A DISTANCE OF 1250.99' TO AN IRON PIPE, THENCE S 85°19'09" E A DISTANCE OF 77.71' TO A 1/2" OPEN TOP PIPE, THENCE S 85°20'43" E A DISTANCE OF 226.74' TO A TO A 1/2" OPEN TOP PIPE, THENCE S 85°18'41" E A DISTANCE OF 256.84' TO A 1/2" OPEN TOP PIPE, THENCE S 85°16'28" E A DISTANCE OF 158.65' TO A 3/4" REBAR, THENCE S 05°25'30" W A DISTANCE OF 345.50' TO A 1/2" OPEN TOP PIPE, THENCE S 05°27'33" W A DISTANCE OF 361.71' TO A 3/4" OPEN TOP PIPE, THENCE S 52°41'43" W A DISTANCE OF 542.92' TO A 9.5" POST, THENCE S 37°14'58" E A DISTANCE OF 42.16' TO A 1/2" CRIMPED TOP PIPE, THENCE S 37°13'11" E A DISTANCE OF 148.77' TO A 9.5" POST, THENCE S 52°22'15" W A DISTANCE OF 216.11' TO A 1" IRON PIPE, THENCE S 38°10'18" E A DISTANCE OF 263.81' TO A 3/4" CRIMPED TOP PIPE, THENCE S 38°10'18" E A DISTANCE OF 19.94' TO A PK NAIL, THENCE S 53°45'50" W A DISTANCE OF 200.63' TO A PK NAIL AND RETURNING TO THE POINT OF BEGINNING OF THE DESCRIBED PROPERTY CONTAINING 21.42 ACRES, MORE OR LESS.



LINE	BEARING	DISTANCE
L1	N 36°50'11" W	18.72'
L2	S 85°19'09" E	77.71'
L3	S 85°16'28" E	158.65'
L4	S 37°14'58" E	42.16'
L5	S 37°13'11" E	148.77'
L6	S 52°22'15" W	216.11'
L7	S 38°10'18" E	263.81'
L8	S 38°10'18" E	19.94'
L9	S 53°45'50" W	200.63'
L10	S 05°03'01" W	56.64'

REFERENCES

- MAP BY SITE DESIGN, INC. FOR SAMANTHA TERNES DATED FEBRUARY 4, 2016 (PB 170, PG 819)
- MAP BY FANT ENGINEERING & SURVEYING CO., INC. FOR ALEXANDER & SUSAN KOSCIELICKI DATED AUGUST 23, 1994 (PB 126, PG 587)
- MAP BY RIDDLE SURVEYING CO., INC FOR FULTON PRESBYTERIAN CHURCH DATED JUNE 10, 1997 (PB 141, PG 604)
- MAP BY I.A. ROMO, P.L.S., FOR JOSEPH T. MELLEBY DATED JULY 27, 2012 (PB 166, PG 946)
- MAP BY C.A. SEAWRIGHT RLS FOR INMAN PRESBYTERIAN CHURCH DATED NOVEMBER 13, 1971 (PB 78, PG 336)
- MAP BY WOLFE & HUSKEY, INC. FOR FULTON ACRES DATED FEBRUARY 11, 1976 (PB 78, PG 366)
- MAP BY WEBB SURVEYING & MAPPING FOR FULTON ACRES DATED MAY 1980 (PB 86, PG 260)
- MAP BY CHAPMAN SURVEYING CO., FORDAVID & TAMMY RAQUE DATED JUNE 8, 1990 (PB 110, PG 366)

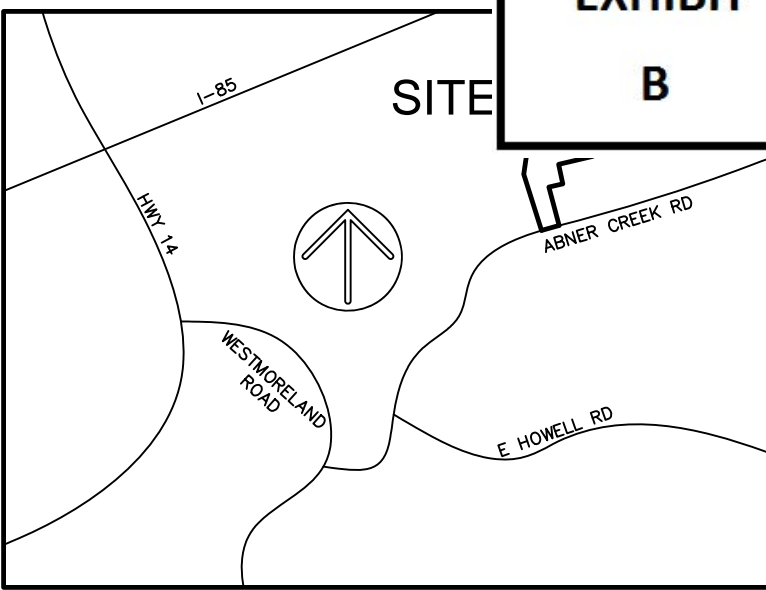
SURVEYOR'S CERTIFICATE

TO PULTE HOME COMPANY, LLC, STEWART TITLE GUARANTY COMPANY, ITS SUCCESSORS AND/OR ASSIGNS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES 1, 2, 3, 6(a), 7(a), 8, 13, 16, AND 17 OF TABLE A THEREOF.

FIELD WORK COMPLETED: 04-05-2021
DATE OF PLAT: 05-05-2021

JOHN B. BLACK
P.L.S. No. 29111



LEGEND

- PKS ○ PK NAIL SET
- RBF ● IRON REBAR FOUND
- OTP ● OPEN TOP PIPE
- IPF ● IRON PIPE FOUND
- CTP ● CRIMPED TOP PIPE
- POWER POLE
- SANITARY SEWER MANHOLE
- UW — UNDERGROUND WATER LINE
- UG — UNDERGROUND GAS LINE
- SS — UNDERGROUND SEWER LINE
- OHP — OVERHEAD POWER LINE
- PAVEMENT

NOTES

- ALL DISTANCES ARE HORIZONTAL GROUND IN INTERNATIONAL SURVEY UNLESS OTHERWISE SHOWN.
- TAX MAP # 9-06-00-010.00
- PARCEL LOCATED IN SPARTANBURG COUNTY
- BEARING REFERENCED TO SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD83.
- THIS PROPERTY LIES IN ZONES X AS SCALED FROM FLOOD INSURANCE RATE MAP #45083C0327D, DATED JANUARY 6, 2011
- DATE OF FIELD SURVEY : 04-06-2021
- OWNER OF RECORD: ABNER CREEK MCE LLC
- TOTAL ACREAGE ±21.42 ACRES
- NO STRUCTURES OBSERVED ON SITE AT TIME OF SURVEY.
- NO EVIDENCE OF RECENT EARTHWORK OBSERVED AT TIME OF SURVEY.
- NO PROPOSED CHANGES OF RIGHT OF WAY LINES KNOWN OR OBSERVED AT TIME OF SURVEY.
- NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OBSERVED AT TIME OF SURVEY.
- THE SUBSURFACE UTILITY INFORMATION SHOWN HEREON IS CONSIDERED A QUALITY LEVEL-B SUE UTILITY INVESTIGATION AS DEFINED IN THE AMERICAN SOCIETY OF CIVIL ENGINEERS DOCUMENT O/ASCE 38-02 AND ENTITLED THE "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA", PRIOR TO CONSTRUCTION OR EXCAVATION, IT IS REQUIRED BY LAW TO CONTACT THE STATE 811 SYSTEM.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- NO S.C. GEODETIC CONTROL FOUND WITHIN 2000', UNLESS OTHERWISE NOTED
- SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, AND OR ENCUMBRANCES THAT MAY EFFECT THIS PROPERTY

PREPARED FOR:
PULTE GROUP
AN ALTA/NSPS SURVEY OF
±21.42 ACRE PARCEL NEAR
INTERSECTION OF DAVID RD
AND ABNER CREEK RD
PARCEL ID No. 9-06-00-010.00

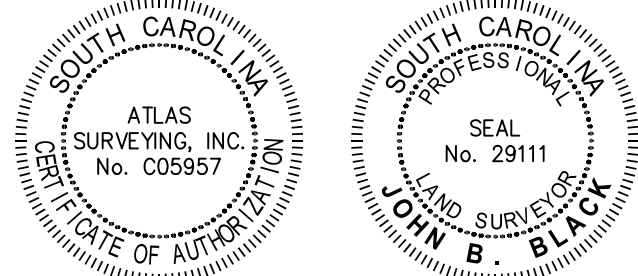
SPARTANBURG COUNTY

SOUTH CAROLINA

DATE: 04-06-2021
SCALE: 1"=100'
PROJECT No.: GSP-21040
FILE: GSP-21040 AL.DWG

ATLAS
SURVEYING, INC.

570 BROOKSHIRE RD, UNIT D
GREER, SC 29651
PHONE: (864) 855-5004
WEBSITE: WWW.ATLASSURVEYING.COM



CERTIFICATE OF ACCURACY

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; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

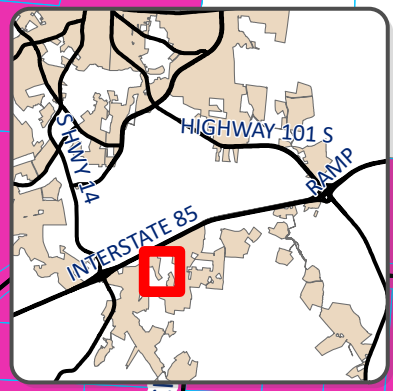
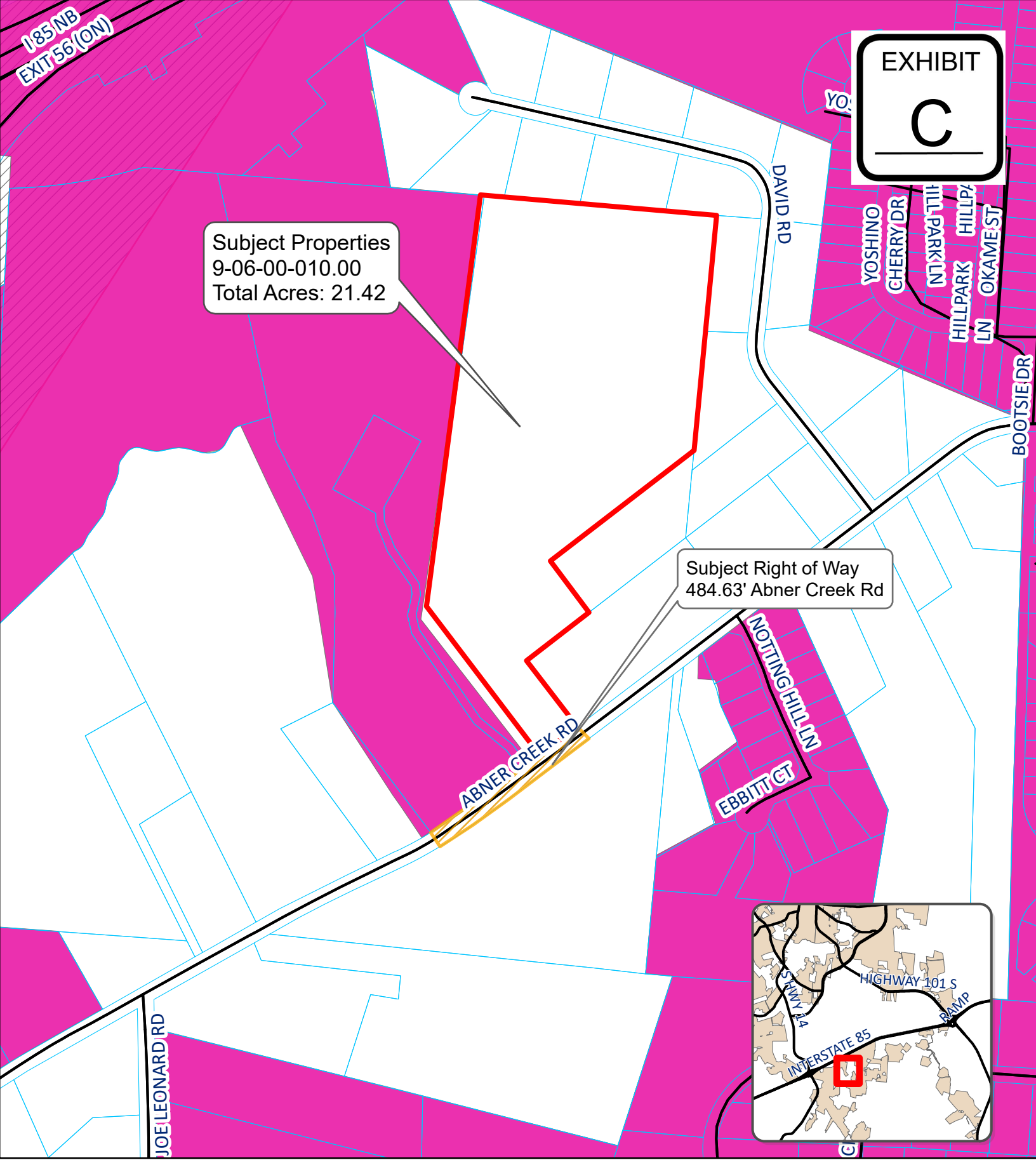
JOHN B. BLACK
P.L.S. No. 29111

I-85 NB
EXIT 56 (ON)

EXHIBIT
C

Subject Properties
9-06-00-010.00
Total Acres: 21.42

Subject Right of Way
484.63' Abner Creek Rd



Ordinance 4-2022

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

Streets

Parcels

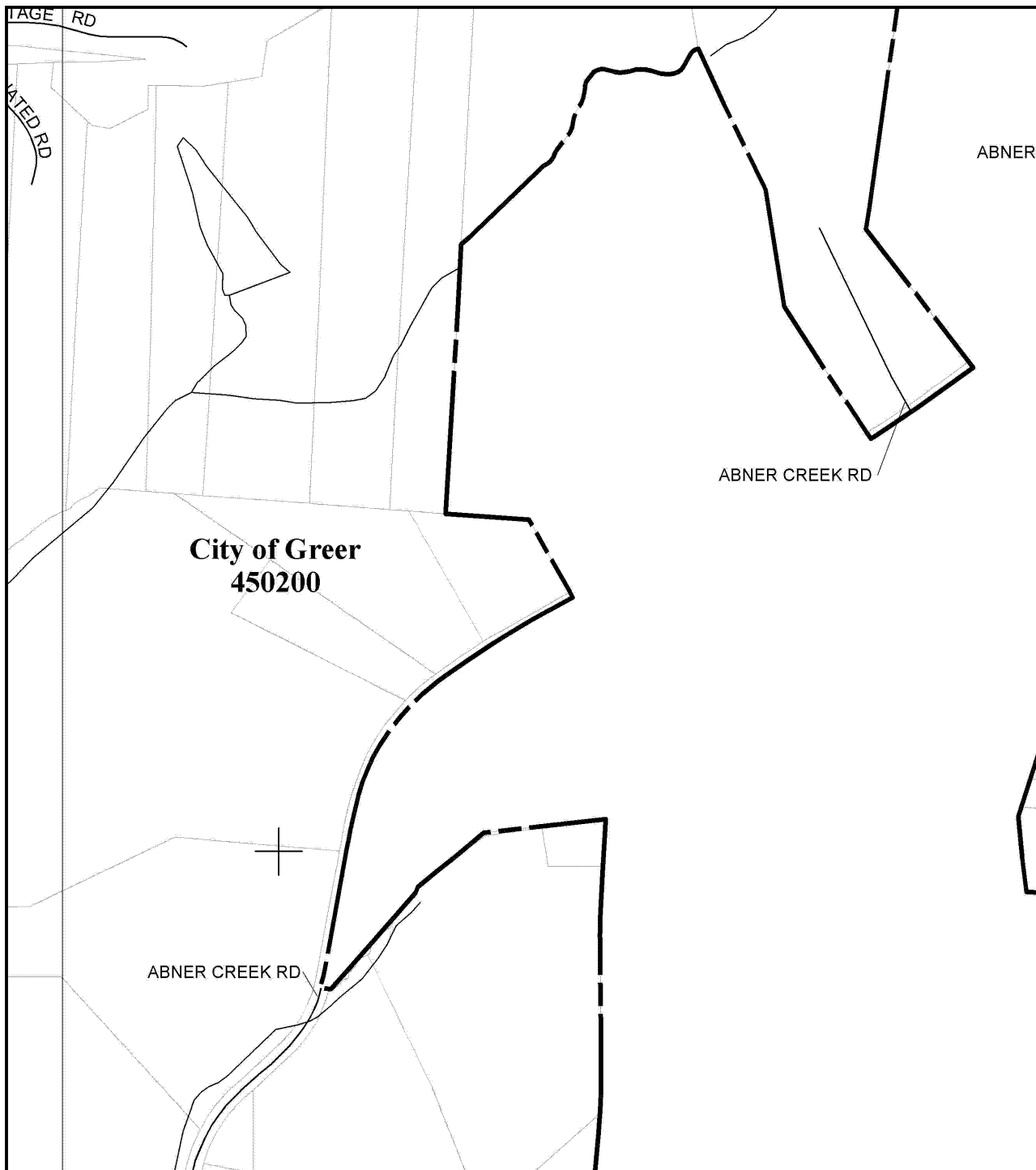
Right of Way

Annex Parcel

Created 2/2/2022 by City of Greer GIS

EXHIBIT

D



MAP SCALE

ABNER C



NFIP

PANEL 0427E

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

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

PANEL 427 OF 625

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GREENVILLE COUNTY	450089	0427	E
GREER, CITY OF	450200	0427	E

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

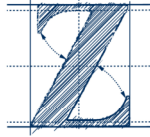


MAP NUMBER
45045C0427E

MAP REVISED
AUGUST 18, 2014

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>.



ZUENDT ENGINEERING
CIVIL & STRUCTURAL ENGINEERING

EXHIBIT

E

Statement of Intent

Proposed Development – Anna’s Creek Townes

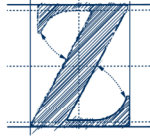
Issued: 12-27-2021

Revised 1-30-2022

Abner Creek Road, Greer SC 29651

Tax Map #s:

9-06-00-010.00



ZUENDT ENGINEERING
CIVIL & STRUCTURAL ENGINEERING

Table of Contents

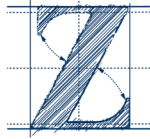
Statement of Intent..... page 3-5

Exhibit A – Utility Letters

Exhibit B – Survey

Exhibit C – Illustrated Site Plan

Exhibit D –Lighting Plans



ZUENDT ENGINEERING
CIVIL & STRUCTURAL ENGINEERING

Statement of Intent

Proposed Development

Anna's Creek Townes – Abner Creek Road

Proposed Development

The proposed development is a planned development encompassing one tract of land totaling 21.48 acres located on Abner Creek Road between Davis Drive and Joe Leonard Road in Spartanburg County. The Spartanburg County tax map numbers are 9-06-00-010.00. The development will utilize the Design Review District (DRD) zoning classification for the annexation into the City of Greer. The property is currently unzoned within Spartanburg County. The adjacent parcels are also single family residential

The existing site is currently undeveloped..

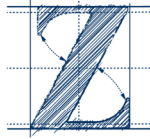
The client would like to construct up to 136 townhome units on the property at a density of 6.33 per acre.

Public Improvements and Facility Impact

The site is accessed by Abner Creek Road with a public roadway. City of Greer and SCDOT encroachment permits will be required for the access points. Roads will be turned over to the city of Greer, SC to be publicly maintained. This driveway will require an easement from the property owner and the developer will provide to the city. All roads will have entrance of 26' in width and taper down, 24' pavement widths and 50' ROW's.

All proposed buildings will be required to maintain the following setbacks: Front setbacks off of new roadways – 20', side yard – 10', rear yard – 10'. The site will be required to maintain a 25' exterior setback along with a 30' setback along Abner Creek Road.

The development is not expected to create an adverse impact on existing public facilities. New sewer will tie into existing infrastructure, within the sewer easement on the site. Roadway improvements are being constructed along with the proposed development. All construction and design will be in accordance with all applicable building codes, zoning ordinances, and all other state and county laws and ordinances.



ZUENDT ENGINEERING

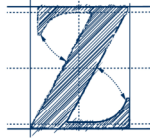
CIVIL & STRUCTURAL ENGINEERING

Utilities are provided by Greer CPW for water and sewer, fire protection will be provided by provided City of Greer Fire, the site is currently serviced by Pelham Batesville Fire District.

Signage

Examples of signage are provided below.





ZUENDT ENGINEERING

CIVIL & STRUCTURAL ENGINEERING

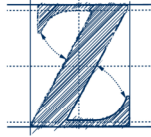
Proposed Buildings.

The townhomes will be constructed by a national builder and will be similar to other townhomes being constructed in the area. Construction will be typical wood frame construction with two materials of the following hardy board, stone, or brick.

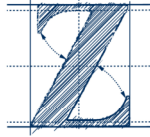


Landscaping

A landscape buffer will be provided along the properties adjoining residential properties. The buffer will be 25' wide and will be planted with evergreen species which will provide a continuous screening.



ZUENDT ENGINEERING
CIVIL & STRUCTURAL ENGINEERING

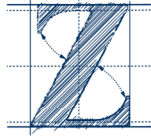


ZUENDT ENGINEERING
CIVIL & STRUCTURAL ENGINEERING

Exhibits: The following exhibits are attached as part of this request.

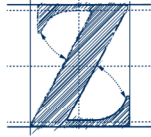
Exhibit A – Utility Letters

Exhibit B – Conceptual site plan, existing conditions plan



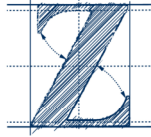
ZUENDT ENGINEERING
CIVIL & STRUCTURAL ENGINEERING

Exhibit A
Deeds



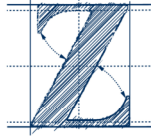
ZUENDT ENGINEERING
CIVIL & STRUCTURAL ENGINEERING

Exhibit B
Survey



ZUENDT ENGINEERING
CIVIL & STRUCTURAL ENGINEERING

Exhibit C
Conceptual Site Plan



ZUENDT ENGINEERING
CIVIL & STRUCTURAL ENGINEERING

Exhibit D

Lighting and Landscaping Plans



EXHIBIT
F

ZUENDT ENGINEERING
CIVIL & STRUCTURAL ENGINEERING
P.O. Box 26177 Greenville, SC 29616 P: (864) 990-2995 F: (864) 990-2803

SEALS

SOUTH CAROLINA
ZUENDT ENGINEERING LLC
No. 004782
CERTIFICATE OF AUTHORIZATION

ALEXANDER F. ZUENDT DATE
SC PROFESSIONAL ENGINEER, LIC. No. 29415
WINNING THE PLAN AND SEAL FOR THE CITY OF ABNER CREEK ROAD SUBDIVISION
OVER THE HISTORICAL SIGNATURE OF THE CITY OF ABNER CREEK ROAD SUBDIVISION
PROJECT # 21-0
ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND THE OWNER NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE CONSTRUCTION
DO NOT SCALE DRAWINGS
2021 ZUENDT ENGINEERING
PROJECT TITLE

SITE CONSTRUCTION DOCUMENTS
ABNER CREEK ROAD SUBDIVISION
ABNER CREEK ROAD
CITY OF GREER SC

PROPOSED LANDSCAPING PLAN

SCALE: 1"=60'
DRAWN: MEZ
CHECKED: MEZ
APPROVED: MEZ
DATE: 12/28/2021

REVISIONS

SYMBOL	DATE	DESCRIPTION
A	12/28/2021	ISSUED FOR ANNEXATION

DRAWING #

C8.01



Petition for Annexation

The persons whose signatures appear below are freeholders owning real property in an area, which is contiguous to the City of Greer and which, is proposed to be annexed into the City. The freeholder(s) of property located on or at Abner Creek Rd more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 9-06-00-010.00 attached hereto marked as Exhibit C containing approximately 21.48 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 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: Krut Patel
Signature: [Signature]
Address: 501 Mossy Ledge Ln Simpsonville 29681
Witness: [Signature]
Date: 2/2/22
Phone number: (864)325-9940
Email: Krut @ Divine Group . US

Print Name: _____
Signature: _____
Address: _____
Witness: _____
Date: _____
Phone number: _____
Email: _____

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

DOCKET: AN 21-17

APPLICANT: Divine Capital, Krut Patel

PROPERTY LOCATION: Abner Creek Rd

TAX MAP NUMBER: 9-06-00-010.00

REQUEST: Annex and Zone DRD, Design Review District

SIZE: 21.42 Acres

COMPREHENSIVE PLAN: Proposed designation of Mixed Employment Community

ANALYSIS: **AN 21-17**

AN 21-17 is a request to annex a parcel located on Abner Creek Rd with a total of 21.42 acres. The applicant is requesting to annex into the City and zone to DRD, Design Review District to develop a townhome community with up to 136 units.

The townhomes will be typical wood frame with at least two materials, including hardie board, stone and brick. The Statement of Intent includes elevations for reference. A 25' landscaped buffer will be planted along adjoining residential properties.

A Traffic Impact Analysis (TIA) has been completed and reviewed by SCDOT. The developer will be required to install a left-turn lane into the site from Abner Creek Rd and contribute financially towards a portion of future improvements at the intersection of Westmoreland Rd and Abner Creek Rd.

When considering the requested DRD zoning, staff should determine the following:

- A. That the spirit of the zoning district shall not be violated.
- B. That the proposed development will harmonize with existing developments.
- C. That the proposed development will be a desirable addition to the physical pattern of the neighborhood.
- D. That the design be such that additional traffic will not be a burden on existing streets.
- E. That no adverse environmental impacts will be created by the proposed development.
- F. That the visual appearance of the development will harmonize with the existing development.
- G. That the architectural character blends with the surrounding area.

Surrounding land uses and zoning include:

North: Unzoned Spartanburg County, Single-family residences
East: Unzoned Spartanburg County, Single-family residences
South: Unzoned Spartanburg County, R-10, Single-family Residential (Briar Creek)
West: RM-2, Residential Multi-family, vacant

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 property is located along Abner Creek Rd which has a mix of housing types and zoning districts between Westmoreland Rd and Brockman McClimon Rd ranging from Commercial, Multi-family and Single-family as well as property that is unzoned in Spartanburg County. The request is compatible with the surrounding land uses and zoning in the area; therefore staff supports the request.

STAFF RECOMMENDATION: Approval

ACTION: Mr. Lavender asked the developer the right of way (ROW) along Abner Creek Rd and if they need to acquire additional ROW for the turn lane. The Engineer for the project stated they believed they had enough ROW but they are currently working through this with SCDOT. Mr. Holland had questions about the proposed road improvement. Staff informed the commission that the developer would be required to have a left turn off of Abner Creek Rd in their development and would be required to pay a portion of their impact for the intersection at Abner Creek Rd and Westmoreland Rd for future improvements. Staff let the commission know that we had met with SCDOT to discuss the Abner Creek Rd and Westmoreland Intersection and that SCDOT would be willing to signalize the intersection once it was warranted.

Mr. Acireno made a motion to approve the zoning request of DRD, Design Review District. Mr. Lavender seconded the motion. The motion passed with a vote of 4-0.



AGENDA
GREER CITY COUNCIL
4/26/2022

Second and Final Reading of Ordinance Number 5-2022

Summary:

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

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 5-2022	4/18/2022	Ordinance
▣ Ord 5-2022 Exhibit A Development Agreement	4/18/2022	Exhibit

ORDINANCE NUMBER 5-2022

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

WHEREAS, pursuant to Greer City Ordinance Number 4-2022, the property owners for a parcel of land designated as Spartanburg County Tax Map Parcel Number 9-06-00-010.00 has petitioned to annex the Property into the City of Greer, South Carolina; and,

WHEREAS, Pakt Divine, LLC, or its assigns, intends to purchase and develop a multifamily 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 4-2022, 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: Councilmember Wryley Bettis

First Reading: February 8, 2022

Second and
Final Reading: April 26, 2022

Approved as to Form:

Daniel R. Hughes, City Attorney

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

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of February 2, 2022 by and among **Pakt Divine, LLC** a limited liability company organized under the laws of the State of Delaware, its permitted successors and assigns, and the City of Greer (the "City"), a South Carolina municipal corporation.

WITNESSETH:

WHEREAS, **Pakt Divine, LLC**, or its assigns, intends to purchase and develop a multifamily housing project consistent with the preliminary site plan attached hereto as Exhibit "1" on approximately **21.48** acres of property located at **Abner Creek Rd** and identified as Spartanburg County Tax Map Nos. **9-06-00-010.00** ("Property"); and,

WHEREAS, **Pakt Divine, 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 **Pakt Divine, 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, **Pakt Divine, 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.** **Pakt Divine, LLC** shall pay to the City the amount of **One Thousand and no/100ths (\$1,000.00)** Dollars (the "Payment") per residential unity identified on the final development plan within sixty (60) days after the date on which the Property has been annexed into the City, unless a notice of intent to challenge the annexation has been timely filed pursuant to S.C. Code Ann. §5-3-270 (1976), in which case the Payment shall be made at such time as all challenges have been

withdrawn of record or a final judgment approving the annexation has been entered by a court of appropriate jurisdiction. The City agrees to use the Payment for capital improvement projects in the City. **Pakt Divine, LLC** shall have no obligation to make this payment to the City until such time as (a) the Property has been annexed into the City and either (i) the 60-day period to challenge the annexation has timely expired pursuant to S.C. Code §5-3-270 (1976) without any challenges having been filed, or (ii) all challenges have been withdrawn of record or a final judgment approving the annexation has been entered by a court of appropriate jurisdiction, and (b) City has granted approval to **Pakt Divine, LLC** for its Development Permit.

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

:

5. **Absence of Certain Commercial Practices.** Neither **Pakt Divine, LLC** 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 **Pakt Divine, 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 **Pakt Divine, 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 **Pakt Divine, 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 **Pakt Divine, 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 **Pakt Divine, 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 **Pakt Divine, 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 **Pakt Divine, 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, **Pakt Divine, 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.** **Pakt Divine, 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 **Pakt Divine, 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.** Pakt Divine, 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, Pakt Divine, LLC 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 Pakt Divine, LLC, (b) any entity that controls Pakt Divine, LLC, (c) any entity under common control with Pakt Divine, LLC, (d) any entity that purchases substantially all of the assets or ownership interests in Pakt Divine, LLC, or (e) any entity that results from a merger, consolidation or restructuring of Pakt Divine, LLC. Except as provided in the preceding sentence, Pakt Divine, 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 **Pakt Divine, 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 **Pakt Divine, 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:

[Signature]

BY: Kurt Patel

ITS: Owner

STATE OF _____)

COUNTY OF _____)

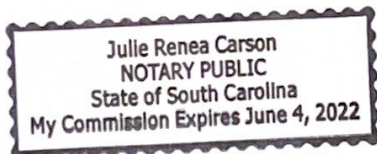
ACKNOWLEDGEMENT

The forgoing instrument was acknowledged before me this 2 day of February, 2022, by Julie Renea Carson as _____ of _____.

[Signature]
Notary Public

My Commission Expires: 6/04/2022

Julie Renea Carson
Printed Name of Notary



WITNESSES:

CITY OF GREER

BY: _____

Richard W. Danner

ITS: Mayor

STATE OF SOUTH CAROLINA

)

)

ACKNOWLEDGEMENT

COUNTY OF GREENVILLE

)

The forgoing instrument was acknowledged before me this ____ day of
_____, 2022, by Richard W. Danner as Mayor of the City of Greer.

Notary Public for South Carolina

My Commission Expires: _____

Printed Name of Notary

“Exhibit 1”





AGENDA
GREER CITY COUNCIL
4/26/2022

Second and Final Reading of Ordinance Number 8-2022

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY ALVIN AND NADINE DONAHUE LOCATED AT 873 OLD JONES ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-10 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTY. (Action Required)

Executive Summary:

Brandon McMahan, Planner

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 8-2022	4/25/2022	Ordinance
▣ Ord 8-2022 Exhibit A Limited Warranty Deed	4/25/2022	Exhibit
▣ Ord 8-2022 Exhibit B Survey	4/25/2022	Exhibit
▣ Ord 8-2022 Exhibit C Map	4/25/2022	Exhibit
▣ Ord 8-2022 Exhibit D FIRM	4/25/2022	Exhibit
▣ Ord 8-2022 Petition for Annexation	4/25/2022	Backup Material
▣ Ord 8-2022 Planning Commission Minutes	4/25/2022	Backup Material

ORDINANCE NUMBER 8-2022

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY ALVIN AND NADINE DONAHUE LOCATED AT 873 OLD JONES ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-10 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTY.

WHEREAS, Alvin and Nadine Donahue are the sole owners of property located at 873 Old Jones 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 5-29-00-087.00 containing approximately 21.226 +/- 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 property currently has zero (0) occupants; and,

WHEREAS, Alvin and Nadine Donahue 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 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 21.226 acres +/- property shown in red on the attached map owned by Alvin and Nadine Donahue located at 873 Old Jones Road as described on the attached City of Greer Map as Spartanburg County Parcel Number 5-29-00-087.00 is hereby annexed into the corporate city limits of the City of Greer.

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

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

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

5. 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: Councilmember Karuam Booker

First Reading: February 8, 2022

Second and
Final Reading: April 26, 2022

APPROVED AS TO FORM:

John B. Duggan, Esquire
City Attorney

DEE-2020058125
 Recorded 4 on 12/16/2020 10:49:09 AM
 Recording Fee: \$15.00
 Office of REGISTER OF DEEDS, SPARTANBURG, S
 DOROTHY EARLE REGISTER OF DEEDS
 BK:DEE 130-H PG:912-915

EXHIBIT**A**

[Space Above This Line For Recording Data]

NO TITLE EXAMINATION

**LIMITED WARRANTY DEED
 (JOINT TENANCY WITH RIGHT OF SURVIVORSHIP)**

STATE OF SOUTH CAROLINA)	Grantee's address:
)	873 Old Jones Road
COUNTY OF SPARTANBURG)	Greer, SC 29651

KNOW ALL MEN BY THESE PRESENTS, that **ALVIN DONAHUE, A/K/A ALVIN W. DONAHUE AND NADINE DONAHUE, A/K/A NADINE B. DONAHUE** in consideration of **ONE AND NO/100 DOLLAR (\$1.00) LOVE AND AFFECTION**, the receipt of which is hereby acknowledged, having granted, bargained, sold, and released, by these presents does grant, bargain, sell and release unto, **ALVIN W. DONAHUE AND NADINE B. DONAHUE, as joint tenants with right of survivorship and not as tenants in common**, their heirs and assigns forever, in fee simple, all of our right, title and interest in and to the following described property:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

TAX MAP NO: 5-29-00-087.00

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictive covenants that may appear of record or on the premises.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee(s) and the Grantee(s) successors and assigns, forever. And the Grantor does hereby bind the Grantor and the Grantor's heirs, successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's(s) heirs, successors and assigns against the Grantor(s) and the Grantor's(s) heirs, successors and assigns but not otherwise.

Exhibit A

Legal Description

All that certain piece, parcel or tract of land situate, lying and being in the state and county aforesaid, Reidville Township, about four miles south from Greer, South Carolina, lying on the eastern side of the road that leads from the Pelham-Startex Road at George Hamby's store to State Highway No. 101, being bounded on the north by tract of Albert Geddis and another tract contracted for by the said Albert Geddis, on the east by lands of J. O. Vaughn, on the south by other lands of myself and on the west by the said road and lands of Paul Hendrix, and being a part of the same land that was willed to me by my late husband, Lee Wood, and having the following courses and distances, to wit:

Beginning on a point in the said road, joint corner of the Albert Geddis tract, and runs thence with the Geddis line, S. 42-45 E. 22 feet to an iron pin on bank of road, then continuing with same course for a total distance of 151 feet to an iron pin, joint corner of the said Albert Geddis tract and of the tract contracted for by the said Albert Geddis; thence with the lines of the tract contracted for, S. 86-22 E. 641 feet to a stake; thence N. 72-25 E. 217 feet; thence S. 66-45 E. 300 feet to a stake on the J. O. Vaughn line; thence with the Vaughn line, S. 25-15 W. 193.5 feet to a stake near Pine, Vaughn's corner; thence N. 75-30 W. 247.5 feet to a Maple Tree, Vaughn's corner; thence S. 31-15 W. 654 feet to a stake on the Vaughn line, new corner; thence N. 47-00 W. 635 feet to a stake, new corner; thence N. 58-10 W. 360 feet to center of said road (stake back on line at 22 feet); thence with the center of the road N. 45-20 E. 51.2 feet to bend; thence N. 37-50 E. 280 feet to the beginning corner, containing 11.45 acres, more or less. A roadway 20 feet in width is hereby reserved along the first line as a way of ingress and egress to the contracted tract.

This being the same property conveyed to Alvin Donahue and Nadine B. Donahue by deed of Josie A. Wood dated October 2, 1954 and recorded October 4, 1954 in the office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book 20-T at Page 136.

ALSO:

All that certain piece, parcel or lot of land situate, lying and being in the state and county aforesaid, Reidville Township, about four miles south from Greer, South Carolina, lying east from a cross-road that leads from State Highway No. 101 to the Pelham-Tucapau Road, being bounded on the north by lands for Jerry M. Burnett, on the east by lands of J.O. Vaughn, on the south by lands of myself and on the west by the lot of Albert Geddis, and being a part of the same tract of land willed to me by my late husband Lee Wood, and having the following courses and distances, to wit:

Beginning on an old iron pin, the south corner of the lot of Albert Geddis, and runs thence with the rear line of the said lot, N. 53-30 E. 797.6 feet to an iron pin, old corner, on the J. M. Burnett line; thence with the J. M. Burnett line, S. 67-30 E. 604.7 feet to an old stone corner, joint corner of the Burnett and J. O. Vaughn lands; thence with the Vaughn line, S. 24-34 W. 297.2 feet to an iron pin on the said line, new corner; thence a new line, N. 66-45 W. 300 feet to an iron pin, new

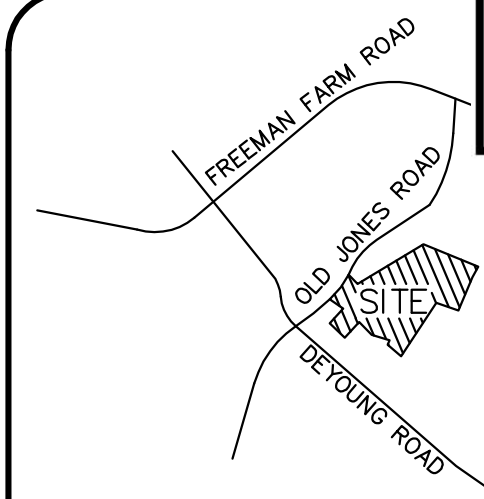
corner; thence S. 72-25 W. 217 feet to an iron pin, new corner; thence N. 86-22 W. 641 feet to the beginning corner, containing Seven and Thirty Eight One-Hundredths (7.38) acres, more or less.

This being the same property conveyed by Josie A. Wood to Alvin Donahue and Nadine B. Donahue by deed dated July 14, 1955 and recorded August 3, 1955 in the office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book 21-P at Page 186.

Also reference deed by LeRoy Moore, Master, to Alvin W. Donahue and Nadine B. Donahue recorded January 29, 1960 in the office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book 25-Q at Page 475.

LESS HOWEVER, any property previously conveyed.

Spartanburg County TMS#5-29-00-087.00



VICINITY MAP (NOT TO SCALE)

SURVEYOR'S 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 THE STATE OF SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. THIS PROPERTY IS NOT LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA.
- 2.) SQUARE FOOTAGE AND DIMENSIONS OF STRUCTURE(S) ARE FOR INFORMATIONAL PURPOSES ONLY, NOT FOR SALE OR LEASE PURPOSES.
- 3.) ZONING PROVIDED BY THE APPROPRIATE GOVERNMENTAL AGENCY: TO BE USED FOR INFORMATIONAL PURPOSES ONLY.
- 4.) THE WORDS "CERTIFY", "CERTIFIES" OR "CERTIFICATION" AS USED HEREIN ARE UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AS SUCH, DO NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.
- 5.) THE UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM PLANS PROVIDED BY THE UTILITY COMPANIES AND FIELD MARKED BY LOCATOR SERVICES AND VISUAL APPARATUS SUCH AS VALVES AND METERS. CONTRACTOR SHALL CALL LOCATOR SERVICE FOR VERIFICATION PRIOR TO ANY CONSTRUCTION OR EXCAVATION.

SITE ADDRESS:
873 OLD JONES ROAD
GREER, SC 29651

POSSIBLE PROJECTIONS:

SHED OVERHANG PROJECTS OVER
NORTHEASTERN PROPERTY LINE;
WIRE FENCE PROJECTS OVER
SOUTHWESTERN PROPERTY LINE

LAND AREA:

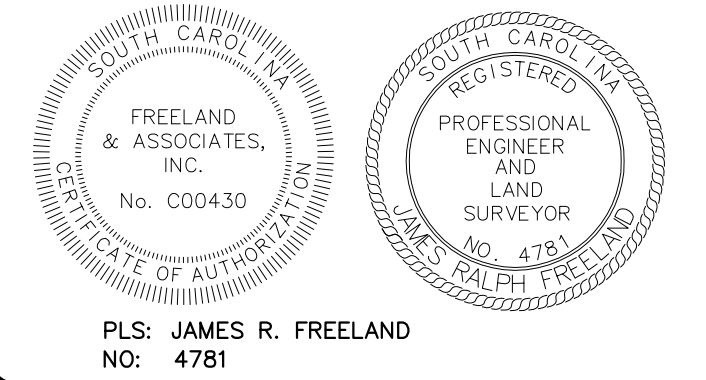
**924,601 SQ.FT.
21.226 ACRES**

*INCLUDES ANY & ALL ROAD RIGHTS-OF-WAY



FREELAND & ASSOCIATES, INC.
323 WEST STONE AVE.
GREENVILLE S.C. 29609
TEL. (864) 271-4924 FAX: (864) 233-0315
EMAIL: info@freeland-associates.com

DRAWN: BMB	PARTY CHIEF: KR/RH	CHECKED: ?
REF. PLAT BOOK:	39-674	
REF. DEED BOOK:	86-M-696	
TAX MAP :	5-29-00-087.00	
DATE OF SURVEY:	12-21-2020	
DATE DRAWN:	12-27-2020	
DRAWING NO:	73954	
DATE OF LAST REVISION:		
0' 60' 120' 180'		
SCALE: 1" = 60'		



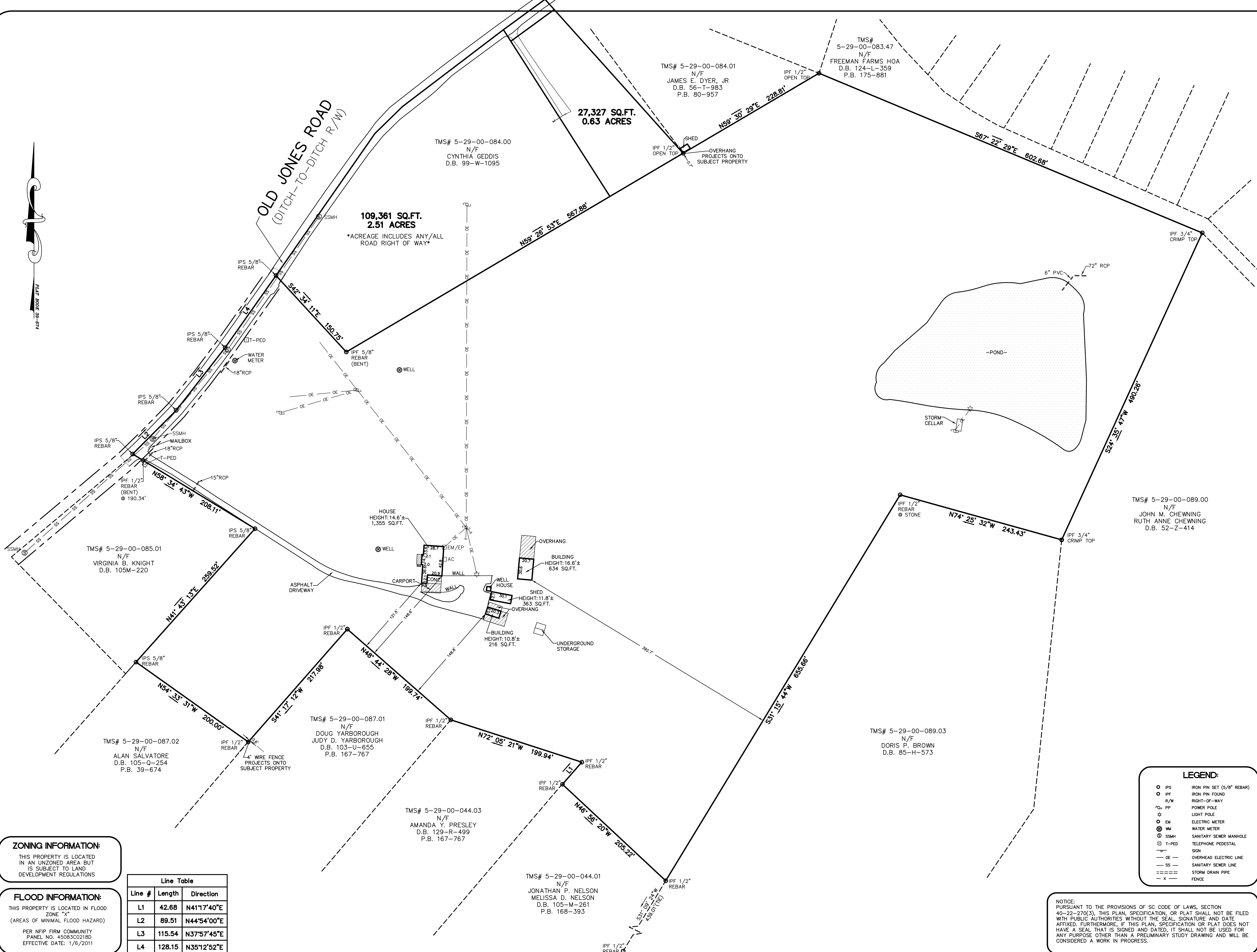
STATE OF SOUTH CAROLINA
SPARTANBURG COUNTY

**BOUNDARY SURVEY
FOR
ALVIN AND NADINE
DONAHUE**

LEGEND:

- IPS IRON PIN SET (5/8" REBAR)
- IPF IRON PIN FOUND
- R/W RIGHT-OF-WAY
- PP POWER POLE
- ☆ LIGHT POLE
- EM ELECTRIC METER
- WM WATER METER
- SSMH SANITARY SEWER MANHOLE
- T-PED TELEPHONE PEDESTAL
- OE OVERHEAD ELECTRIC LINE
- SS SANITARY SEWER LINE
- ==== STORM DRAIN PIPE
- X FENCE

NOTICE:
PURSUANT TO THE PROVISIONS OF SC CODE OF LAWS, SECTION 40-22-270(3), THIS PLAN, SPECIFICATION, OR PLAT SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE AND DATE AFFIXED. FURTHERMORE, IF THIS PLAN, SPECIFICATION OR PLAT DOES NOT HAVE A SEAL THAT IS SIGNED AND DATED, IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A PRELIMINARY STUDY DRAWING AND WILL BE CONSIDERED A WORK IN PROGRESS.



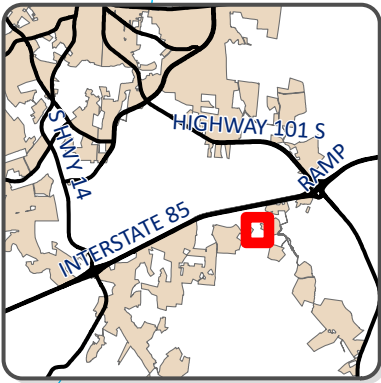
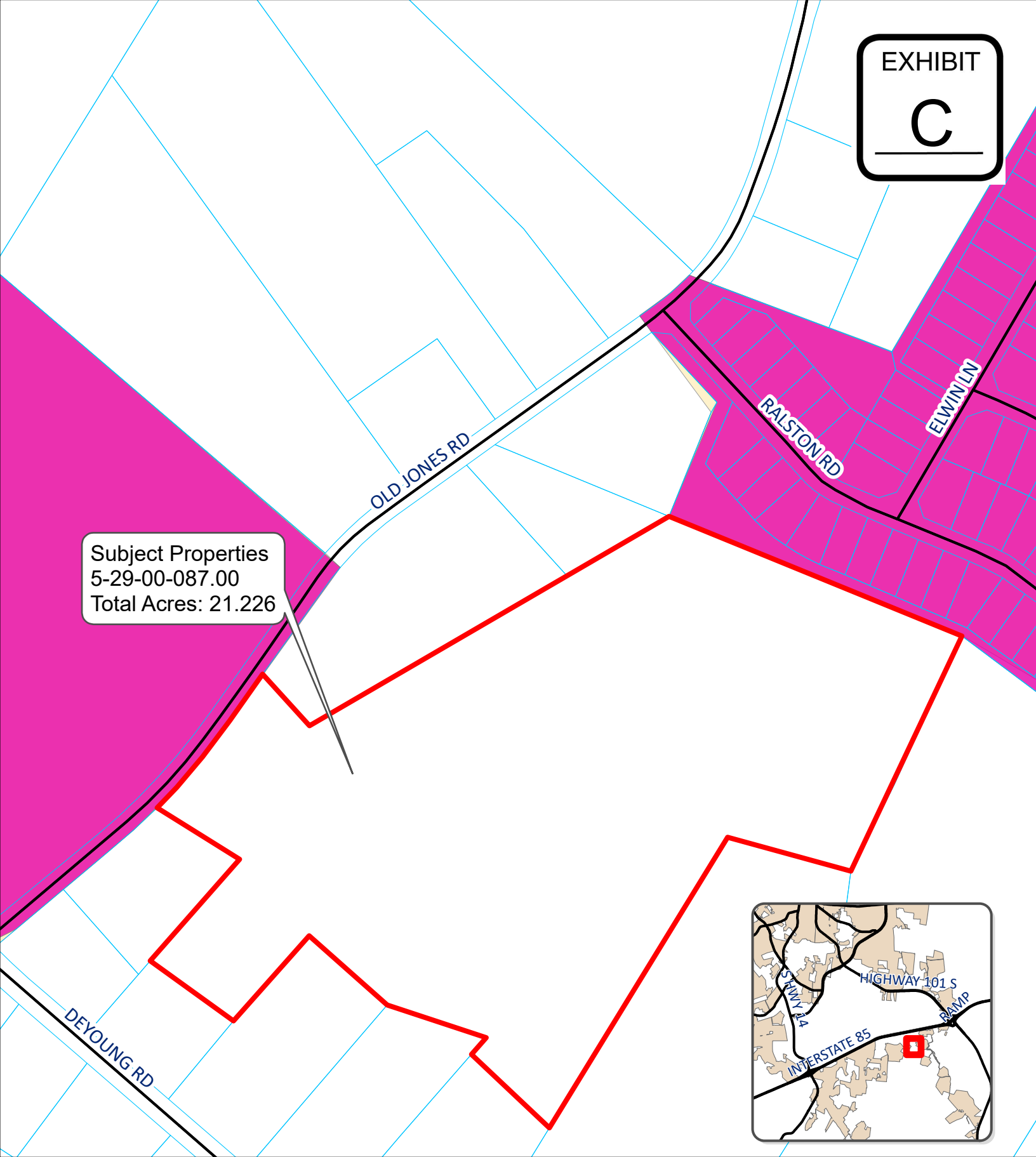
ZONING INFORMATION:

THIS PROPERTY IS LOCATED IN AN UNZONED AREA BUT IS SUBJECT TO LAND DEVELOPMENT REGULATIONS

FLOOD INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X"
(AREAS OF MINIMAL FLOOD HAZARD)
PER NFIP FIRM COMMUNITY PANEL NO. 45083C0218D
EFFECTIVE DATE: 1/6/2011

Line Table		
Line #	Length	Direction
L1	42.68	N41°17'40"E
L2	89.51	N44°54'00"E
L3	115.54	N37°57'45"E
L4	128.15	N35°12'52"E



Ordinance 8-2022

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

Annex Parcel
- Parcels

EXHIBIT

D

1% ANNUAL CHANCE FLOOD
DISCHARGE CONTAINED IN CULVERT

ZONE AE

ZONE X

DEYOUNG RD

OLD JONES RD

DEYOUNG RD

Call the National F

250

150 0 150

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

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 873 Old Jones Rd more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number 5-29-00-087.00 attached hereto marked as Exhibit C containing approximately +/-21.23 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 25th day of January, 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 R-10.

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: Nadine Downum by her Agent - Rachel Mullins
Signature: Nadine Downum by her Agent Rachel Mullins
Address: 35 Lateur Way, Greer, SC 29650
Witness: Theresa M. Price
Date: January 25, 2022
Parcel Address: 873 Old Jones Rd
Tax Map Number: 5-29-00-087.00

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

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

DOCKET: AN 22-04

APPLICANT: Jonathan Nett

PROPERTY LOCATION: 865 and 873 Old Jones Rd

TAX MAP NUMBER: 5-29-00-087.00, p/o 5-29-00-084.00

REQUEST: Annex and Zone R-10, Single-family Residential

SIZE: 23.73 Acres

COMPREHENSIVE PLAN: Proposed designation Suburban Neighborhood

ANALYSIS: **AN 22-04**

AN 22-04 is an annexation and zoning request for a parcel located at 873 Old Jones Rd and a portion of a parcel located at 865 Old Jones Rd in Spartanburg County. The applicant intends to combine the properties, for a combined total of approximately 23.73 acres. The requested zoning for the properties is R-10, Single-family Residential for the purpose of a future subdivision.

Surrounding land uses and zoning include:

North: DRD, Design Review District (future warehouse)
East: Unzoned Spartanburg County, R-12, Single-family Residential (Freeman Farms)
South: Unzoned Spartanburg County, single-family residences
West: Unzoned Spartanburg County, single-family residences

The land use map in the Comprehensive Plan identifies the surrounding area as Mixed Employment and Traditional Neighborhood. Staff is working on an amendment to update the residential areas to Suburban Neighborhood and also proposes to designate this property as Suburban Neighborhood. Suburban Neighborhoods are generally shaped by residential subdivisions of medium-lot homes with relatively uniform housing types and densities. Local streets are often designed in a curvilinear pattern with occasional cul-de-sacs to respond to and protect natural features. New single-family subdivisions should be designed with sidewalks, street trees, neighborhood parks, trails, and interconnected community open space.

Primary Uses: Single-family attached and detached residential, townhomes, senior housing, parks

Secondary Uses: Small-scale apartment buildings, civic and institutional facilities (e.g., places of worship), small-scale neighborhood commercial uses

This property is adjacent to a single-family neighborhood (Freeman Farms). Staff has consistently noted that Freeman Farm Rd is a transition point between more intense uses (north) and suburban residential development (south). Staff supports the request.

STAFF RECOMMENDATION: Approval

ACTION: Mr. Lavender made a motion to approve AN 22-04. Mr. Lamb seconded the motion. The motion carried with a vote of 5 to 0. The motion passed.



AGENDA
GREER CITY COUNCIL
4/26/2022

Second and Final Reading of Ordinance Number 9-2022

Summary:

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY SANDRA HARRISON, TERESA ALEXANDER, ANGELA HENDERSON, CINDY GIBSON, GRANT HARRISON, MICHELLE HICKMAN, MELISA GOLDSMITH, MARY ALEXANDER AND MIRANDA ALEXANDER LOCATED AT 865 OLD JONES ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-10 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTY. (Action Required)

Executive Summary:

Brandon McMahan, Planner

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 9-2022	4/25/2022	Ordinance
▣ Ord 9-2022 Exhibit A Deed of Distribution	4/25/2022	Exhibit
▣ Ord 9-2022 Exhibit B Survey	4/25/2022	Exhibit
▣ Ord 9-2022 Exhibit C Map	4/25/2022	Exhibit
▣ Ord 9-2022 Exhibit D FIRM	4/25/2022	Exhibit
▣ Ord 9-2022 Petition for Annexation	4/25/2022	Backup Material
▣ Ord 9-2022 Planning Commission Minutes	4/25/2022	Backup Material

ORDINANCE NUMBER 9-2022

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF A PORTION OF PROPERTY OWNED BY SANDRA HARRISON, TERESA ALEXANDER, ANGELA HENDERSON, CINDY GIBSON, GRANT HARRISON, MICHELLE HICKMAN, MELISA GOLDSMITH, MARY ALEXANDER AND MIRANDA ALEXANDER LOCATED AT 865 OLD JONES ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-10 (SINGLE FAMILY RESIDENTIAL DISTRICT) FOR SAID PROPERTY.

WHEREAS, Sandra Harrison, Teresa Alexander, Angela Henderson, Cindy Gibson, Grant Harrison, Michelle Hickman, Melisa Goldsmith, Mary Alexander and Miranda Alexander are the sole owners of property located at 865 Old Jones 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 5-29-00-084.00 containing approximately 2.51 +/- 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 property currently has zero (0) occupants; and,

WHEREAS, Sandra Harrison, Teresa Alexander, Angela Henderson, Cindy Gibson, Grant Harrison, Michelle Hickman, Melisa Goldsmith, Mary Alexander and Miranda Alexander 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 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 2.51 acres +/- property shown in red on the attached map owned by Sandra Harrison, Teresa Alexander, Angela Henderson, Cindy Gibson, Grant Harrison, Michelle Hickman, Melisa Goldsmith, Mary Alexander and Miranda Alexander located at 865 Old Jones Road as described on the attached City of Greer Map as Spartanburg County Parcel Number 5-29-00-084.00 is hereby annexed into the corporate city limits of the City of Greer.
2. ANNEXATION OF 197.05 FEET OF OLD JONES ROAD ROADWAY: 197.05 feet of Old Jones Road roadway along the edge of the annexed property owned by Sandra Harrison, Teresa Alexander, Angela Henderson, Cindy Gibson, Grant Harrison, Michelle Hickman, Melisa Goldsmith, Mary Alexander and Miranda Alexander 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 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 property 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 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: Councilmember Wryley Bettis

First Reading: February 8, 2022

Second and
Final Reading: April 26, 2022

APPROVED AS TO FORM:

John B. Duggan, Esquire
City Attorney

DEE-2021-11711



DEE BK 131-F PG 921-922

EXEMPT

EXHIBIT

A

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURGRecorded 2 Pages on 03/04/2021 03:00:27 PM
Recording Fee: \$15.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

PROBATE COURT

IN THE MATTER OF ALBERT L GEDDIS

CASE NUMBER 99ES4201095

CORRECTED
DEED OF DISTRIBUTIONWHEREAS, the decedent died on the 13TH day of JUNE, 1999, and,WHEREAS, the estate of the decedent is being administered in the Probate Court for SPARTANBURG
County, South Carolina in File # 99ES4201095; and,

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

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

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

Name: CYNTHIA GEDDIS (LIFE TENNANT) SANDRA HARRISON, TERESA ALEXANDER, ANGELA DYER HENDERSON
 Address: 865 OLD JONES RD. CINDY DYER GIBSON, GRANT HARRISON, MICHELLE HICKMAN,
GREER, SC 29651-7079 MELISA A. GOLDSMITH, CYNTHIA GEDDIS AS TRUSTEE FOR
MARY ALEXANDER AND MIRANDA ALEXANDER AS REMAINDERMEN
ACCORDING TO THE STIPULATIONS IN ITEM III OF THE
DECEDENT'S LAST WILL AND TESTAMENT.

the following described property:

All that certain piece, parcel or lot of land situate, lying and being in the state and County aforesaid, Reidville Township, about six miles south from Greer, S.C., lying on the south side of the road that leads from State Highway No. 101 at or near the Joe Poole Home Place to and by the Home of Josie A. Wood, and being a part of the same property that was willed to me by my late husband, G.L. Wood, and having the following courses and distances, to wit:-

Beginning on a point in the said road and runs thence S.42-45 E. 26 feet to a stake on the south side of the said road, then continuing with the same course for a total distance of 151 feet to an iron pin; thence N. 59-30 E. 797.6 feet to a stake or iron pin on the Jerry Burnett line; thence with the Jerry Burnett line, N. 67-30 W. 381 feet to a point in the said road (stake of iron pin back on line at 30 feet); thence with the said road, S. 54-35 W. 186 feet, plus 154 feet to a point in the north edge of the said road; thence continuing with the road, S. 33-30 W. 293 feet to the beginning corner, containing Four and Twenty Seven One-hundredths (4.27) acres, more or less. (Less 1 acre)

The above description includes Two and Five One-hundredths (2.05) acres, more or less as shown in deed recorded in R.M.C. office for Spartanburg County in Deed Book 18-U at page 108, leaving a net balance conveyed herein of Two and Twenty Two One-hundredths (2.22) acres, more or less.

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

TO HAVE AND TO HOLD all and singular the said Premises/Property unto the said CYNTHIA GEDDIS (LIFE TENNANT)
~~ANGELA DYER HENDERSON, CINDY DYER GIBSON, GRANT HARRISON, MICHELLE HICKMAN, MELISA A. GOLDSMITH,~~
~~CYNTHIA GEDDIS AS TRUSTEE FOR MARY ALEXANDER AND MIRANDA ALEXANDER AS REMAINDERMEN~~ ACCORDING TO THE
 their heirs and assigns forever. STIPULATIONS IN ITEM III OF THE DECEDENT'S LAST WILL AND TESTAMENT.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed,
 this 30 day of November, 1999

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF

Estate of: ALBERT L. GEDDIS

by Signature: ~~PERSONAL REPRESENTATIVE~~ Cynthia Geddis

Witness: Lora Diane Martin Waters

Witness: Wayne T. Waters

STATE OF SOUTH CAROLINA)
 COUNTY OF)

PROBATE

PERSONALLY appeared before me THE ABOVE SIGNED WITNESS

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

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

THE OTHER ABOVE SIGNED WITNESS witnessed the execution thereof.

SWORN to before me this 30 day of
November, 1999

Witness Signature:

Lora Diane Martin Waters
Wayne T. Waters

Wayne T. Waters

Notary Public for South Carolina

My Commission Expires **February 8th 2009**

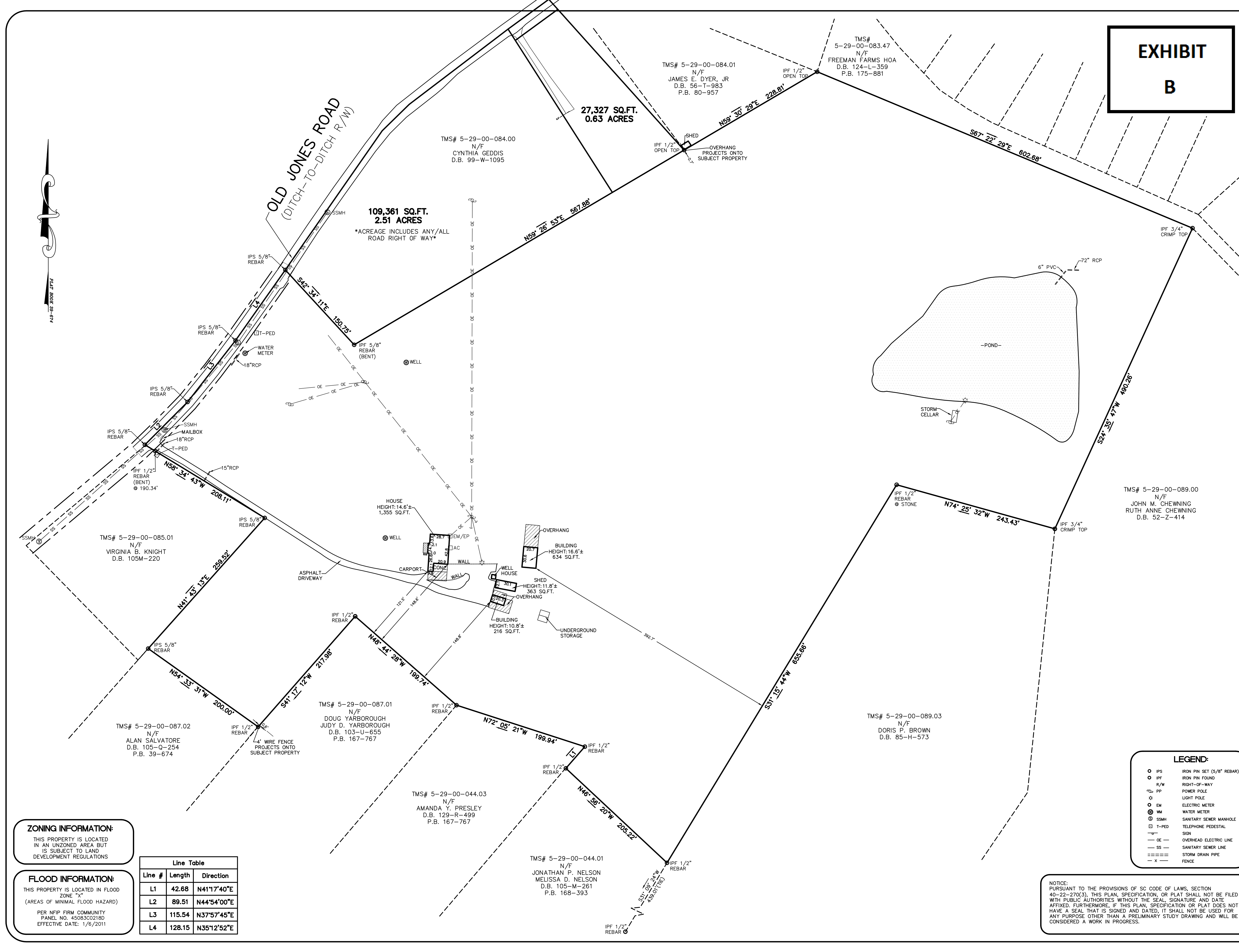
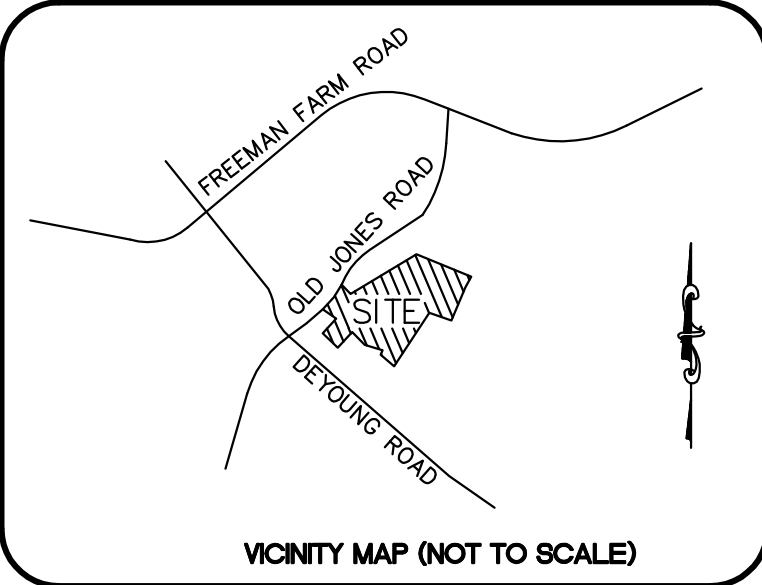


EXHIBIT
B



SURVEYOR'S 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 THE STATE OF SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. THIS PROPERTY IS NOT LOCATED WITHIN A DESIGNATED FLOOD HAZARD AREA.

2.) SQUARE FOOTAGE AND DIMENSIONS OF STRUCTURE(S) ARE FOR INFORMATIONAL PURPOSES ONLY, NOT FOR SALE OR LEASE PURPOSES.

3.) ZONING PROVIDED BY THE APPROPRIATE GOVERNMENTAL AGENCY: TO BE USED FOR INFORMATIONAL PURPOSES ONLY.

4.) THE WORDS "CERTIFY", "CERTIFIES" OR "CERTIFICATION" AS USED HEREIN ARE UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, BASED UPON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AS SUCH, DO NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.

5.) THE UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM PLANS PROVIDED BY THE UTILITY COMPANIES AND FIELD MARKED BY LOCATOR SERVICES AND VISUAL APPARATUS SUCH AS VALVES AND METERS. CONTRACTOR SHALL CALL LOCATOR SERVICE FOR VERIFICATION PRIOR TO ANY CONSTRUCTION OR EXCAVATION.

SITE ADDRESS:
873 OLD JONES ROAD
GREER, SC 29651

POSSIBLE PROJECTIONS:

SHED OVERHANG PROJECTS OVER
NORTHEASTERN PROPERTY LINE;
WIRE FENCE PROJECTS OVER
SOUTHWESTERN PROPERTY LINE

LAND AREA:
924,601 SQ.FT.
21.226 ACRES
*INCLUDES ANY & ALL ROAD RIGHTS-OF-WAY

FREELAND
SURVEYORS • ENGINEERS

FREELAND & ASSOCIATES, INC.
323 WEST STONE AVE.
GREENVILLE S.C. 29609
TEL. (864) 271-4924 FAX: (864) 233-0315
EMAIL: info@freeland-associates.com

DRAWN: BMB PARTY CHIEF: KR/RH CHECKED: ?

REF. PLAT BOOK: 39-674

REF. DEED BOOK: 86-M-696

TAX MAP : 5-29-00-087.00

DATE OF SURVEY: 12-21-2020

DATE DRAWN: 12-27-2020

DRAWING NO: 73954

DATE OF LAST REVISION:

SCALE: 1" = 60'

PLS: JAMES R. FREELAND
NO: 4781

STATE OF SOUTH CAROLINA
SPARTANBURG COUNTY

**BOUNDARY SURVEY
FOR
ALVIN AND NADINE
DONAHUE**

Line Table		
Line #	Length	Direction
L1	42.68	N41°17'40"E
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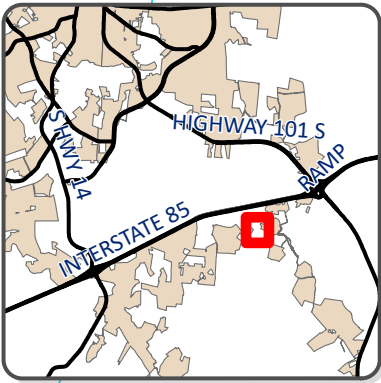
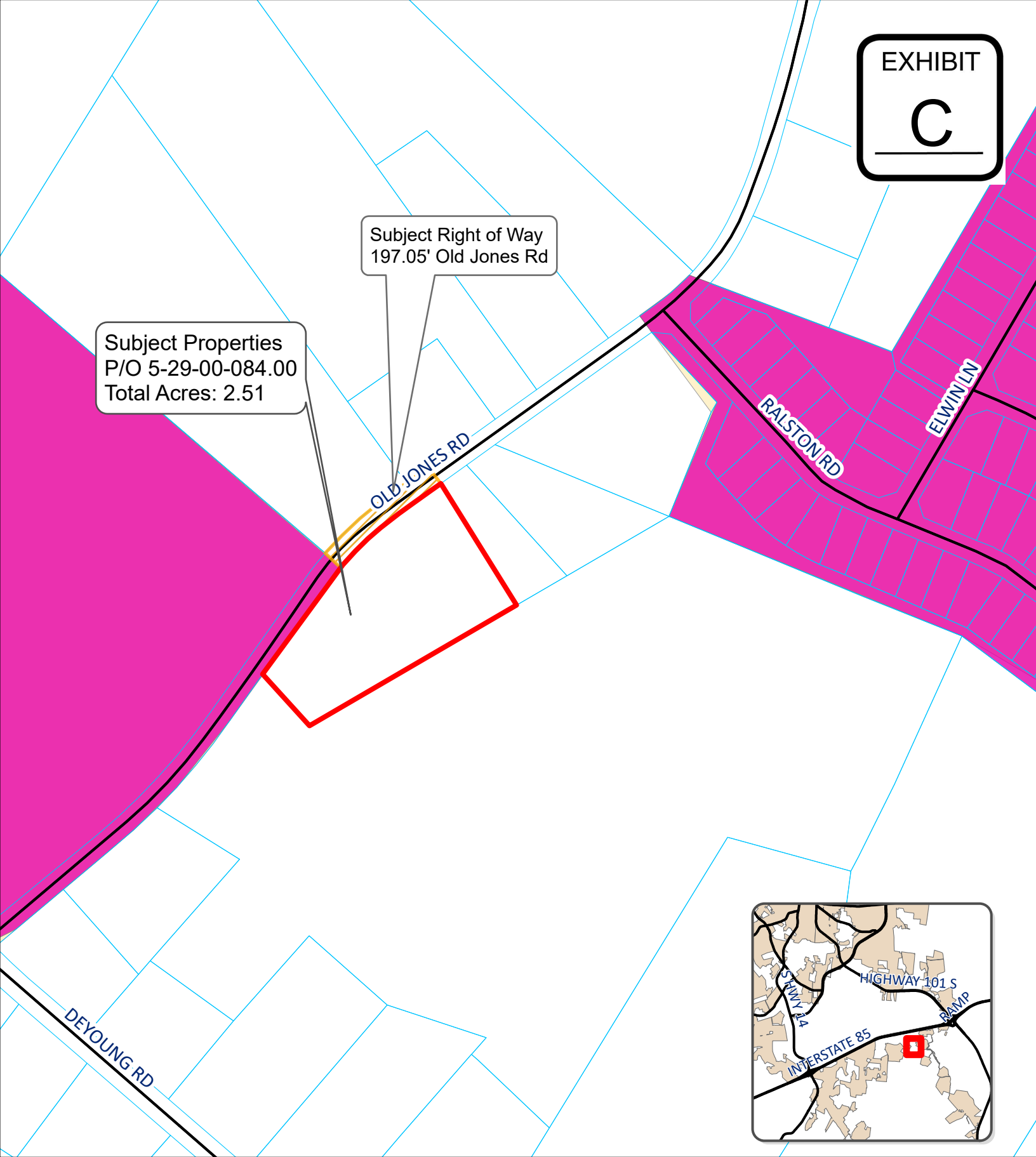
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(AREAS OF MINIMAL FLOOD HAZARD)

PER NFIP FIRM COMMUNITY PANEL NO. 45083C0218D
EFFECTIVE DATE: 1/6/2011

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Ordinance 9-2022

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- Council Districts
- | | |
|---|---|
| 1 | 4 |
| 2 | 5 |
| 3 | 6 |

N

0 40 80 120 160 Feet

Streets

Parcels

Parcels

Right of Way

Annex Parcel

Created 2/1/2022 by City of Greer GIS

EXHIBIT

D

1% ANNUAL CHANCE FLOOD
DISCHARGE CONTAINED IN CULVERT

ZONE AE

ZONE X

DEYOUNG RD

OLD JONES RD

DEYOUNG RD

250

150 0 150

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

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 865 Old Jones Rd more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number Portion of 5-29-00-084.00 attached hereto marked as Exhibit C containing approximately +/-2.69 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 27 day of January, 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 R-10.

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: Mary Leach
Signature: Mary Leach
Address: 7107 Windward Lane Duncan SC 29334
Witness: Hersey & Alexander
Date: 1-27-22
Parcel Address: 865 Old Jones Rd
Tax Map Number: Portion of 5-29-00-084.00

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



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 865 Old Jones Rd more particularly described on the deed (or legal description) attached hereto marked as Exhibit A; the plat attached hereto marked as Exhibit B; Tax Parcel Map with Number Portion of 5-29-00-084.00 attached hereto marked as Exhibit C containing approximately +/-2.69 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 27 day of January, 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 R-10.

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:

Signature:

Address:

Witness:

Date:

Parcel Address: 865 Old Jones Rd

Tax Map Number: Portion of 5-29-00-084.00

Print Name: _____

Signature: _____

Address: _____

Witness: _____

Date: _____

Parcel Address: _____

Tax Map Number: _____



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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: Miranda Alexander Kingley
Signature: Miranda Alexander Kingley
Address: 224 McCarter Dr. Wellford, SC 29385
Witness: Melinda Alexander Gabelman
Date: 1/27/2022
Parcel Address: 865 Old Jones Rd
Tax Map Number: Portion of 5-29-00-084.00

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



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☐ Yes ☒ No

Print Name: Teresa G. Alexander
Signature: Teresa G. Alexander
Address: 224 McArthur Dr. Wellford
Witness: Wany Leach
Date: January 27, 2022
Parcel Address: 865 Old Jones Rd
Tax Map Number: Portion of 5-29-00-084.00

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



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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: Sandra Harrison
Signature: Sandra Harrison
Address: 302 Savage Ct. Greer SC 29615
Witness: Dmit E Harrison
Date: 1-27-22
Parcel Address: 865 Old Jones Rd
Tax Map Number: Portion of 5-29-00-084.00

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



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DATE OF PETITION: This petition is dated this 27th day of January, 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.

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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: Michelle Dene Harrison Hickum
Signature: Michelle Dene Harrison Hickum
Address: 302 Savage Ct Greer SC 29651
Witness: [Signature]
Date: 1-27-2022
Parcel Address: 865 Old Jones Rd
Tax Map Number: Portion of 5-29-00-084.00

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



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DATE OF PETITION: This petition is dated this 27 day of January, 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.

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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: Grant E. Harrison
Signature: Grant E. Harrison
Address: 302 Savage Ct. Greer SC 29651
Witness: Sandra Harrison
Date: 1-27-22
Parcel Address: 865 Old Jones Rd
Tax Map Number: Portion of 5-29-00-084.00

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



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DATE OF PETITION: This petition is dated this 28 day of JANUARY, 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 R-10.

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: Angelia Henderson
Signature: Angelia Henderson
Address: 841 Old Jones Rd
Witness: Hope Grandon
Date: 1-28-22
Parcel Address: 865 Old Jones Rd
Tax Map Number: Portion of 5-29-00-084.00

Print Name: Cynthia Gibson
Signature: Cynthia Gibson
Address: 148 Robin Ridge Circle Piedmont SC 29673
Witness: Jamie
Date: 1-28-2022
Parcel Address: 865 Old Jones Rd.
Tax Map Number: Portion of 5-29-00-084.00

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

DOCKET: AN 22-04

APPLICANT: Jonathan Nett

PROPERTY LOCATION: 865 and 873 Old Jones Rd

TAX MAP NUMBER: 5-29-00-087.00, p/o 5-29-00-084.00

REQUEST: Annex and Zone R-10, Single-family Residential

SIZE: 23.73 Acres

COMPREHENSIVE PLAN: Proposed designation Suburban Neighborhood

ANALYSIS: **AN 22-04**

AN 22-04 is an annexation and zoning request for a parcel located at 873 Old Jones Rd and a portion of a parcel located at 865 Old Jones Rd in Spartanburg County. The applicant intends to combine the properties, for a combined total of approximately 23.73 acres. The requested zoning for the properties is R-10, Single-family Residential for the purpose of a future subdivision.

Surrounding land uses and zoning include:

North: DRD, Design Review District (future warehouse)
East: Unzoned Spartanburg County, R-12, Single-family Residential (Freeman Farms)
South: Unzoned Spartanburg County, single-family residences
West: Unzoned Spartanburg County, single-family residences

The land use map in the Comprehensive Plan identifies the surrounding area as Mixed Employment and Traditional Neighborhood. Staff is working on an amendment to update the residential areas to Suburban Neighborhood and also proposes to designate this property as Suburban Neighborhood. Suburban Neighborhoods are generally shaped by residential subdivisions of medium-lot homes with relatively uniform housing types and densities. Local streets are often designed in a curvilinear pattern with occasional cul-de-sacs to respond to and protect natural features. New single-family subdivisions should be designed with sidewalks, street trees, neighborhood parks, trails, and interconnected community open space.

Primary Uses: Single-family attached and detached residential, townhomes, senior housing, parks

Secondary Uses: Small-scale apartment buildings, civic and institutional facilities (e.g., places of worship), small-scale neighborhood commercial uses

This property is adjacent to a single-family neighborhood (Freeman Farms). Staff has consistently noted that Freeman Farm Rd is a transition point between more intense uses (north) and suburban residential development (south). Staff supports the request.

STAFF RECOMMENDATION: Approval

ACTION: Mr. Lavender made a motion to approve AN 22-04. Mr. Lamb seconded the motion. The motion carried with a vote of 5 to 0. The motion passed.



AGENDA
GREER CITY COUNCIL
4/26/2022

Second and Final Reading of Ordinance Number 10-2022

Summary:

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

Executive Summary:

Brandon McMahan, Planner

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 10-2022	4/25/2022	Ordinance
▣ Ord 10-2022 Exhibit A Development Agreement	4/25/2022	Backup Material

ORDINANCE NUMBER 10-2022

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

WHEREAS, pursuant to Greer City Ordinance Numbers 8-2022 and 9-2022, the property owners for parcels of land designated as Spartanburg County Tax Map Parcel Numbers 5-29-00-087.00; and a portion of 5-29-00-084.00 (collectively the “Property”) have petitioned to annex the Property into the City of Greer, South Carolina; and,

WHEREAS, Indigo Blue Investments, 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 Numbers 8-2022 and 9-2022, 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: Councilmember Wryley Bettis

First Reading: February 8, 2022

Second and
Final Reading: April 26, 2022

Approved as to Form:

Daniel R. Hughes, City Attorney

STATE OF SOUTH CAROLINA)

DEVELOPMENT AGREEMENT

COUNTY OF GREENVILLE)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of January 31, 2022 by and among Indigo Blue Investments, LLC ("Developer") a limited liability company organized under the laws of 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, or its assigns, intends to purchase and develop a single family housing project consistent with the preliminary site plan attached hereto as Exhibit "1" on approximately 23 acres of property located along Old Jones Rd and identified as County Tax Map Nos. 5-29-00-087.00 & a portion of 5-29-00-084.00 ("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 One Thousand and no/100ths (\$1,000.00) Dollars (the "Payment") per residential unit identified on the final development plan within sixty (60) days after the date on which the Property has been annexed into the City, unless a notice of intent to challenge the annexation has been timely filed pursuant to S.C. Code Ann. §5-3-270 (1976), in which case the Payment shall be made at such time as all challenges have been withdrawn of record or a final judgment approving the annexation has been entered by a court of

appropriate jurisdiction. The City agrees to use the Payment for capital improvement projects in the City. Developer shall have no obligation to make this payment to the City until such time as (a) the Property has been annexed into the City and either (i) the 60-day period to challenge the annexation has timely expired pursuant to S.C. Code §5-3-270 (1976) without any challenges having been filed, or (ii) all challenges have been withdrawn of record or a final judgment approving the annexation has been entered by a court of appropriate jurisdiction, and (b) City has granted approval to Developer for its Development Permit.

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: **Indigo Blue Investments, LLC**
 Attn: LH Pentaleri
 220 N. Main St Suite 500
 Greenville, SC 29601

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:

Kelly P. Eckhardt
Cherith Whitaker

INDIGO BLUE INVESTMENTS, LLC
[Signature]
BY: LHPentaleri, member
ITS: Member

STATE OF South Carolina
COUNTY OF Greenville

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 1 day of February, 2022, by LH Pentaleri as member of Indigo Blue Investments, LLC

Cherith Whitaker
Notary Public
My Commission Expires: 3/23/31

Cherith Whitaker
Printed Name of Notary



WITNESSES:

CITY OF GREER

BY: _____
Richard W. Danner
ITS: Mayor

STATE OF SOUTH CAROLINA

)

)

COUNTY OF GREENVILLE

)

ACKNOWLEDGEMENT

The forgoing instrument was acknowledged before me this ____ day of
_____, 2021, by Richard W. Danner as Mayor of the City of Greer.

Notary Public for South Carolina
My Commission Expires: _____

Printed Name of Notary



+/- 92 SINGLE FAMILY LOTS (42' BY 115' AVG LOT SIZE)

Ci

Site Development

EXHIBIT

A-1

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

Civil engineering Land planning Landscape architecture

Client

Revisions

No.	Description	Date

© Copyright 2021

CivlSD, LLC

This drawing and their reproductions are the property of the engineer and may not be reproduced, published, or used in whole or in part without the written permission of the engineer.

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

Project Title

Old Jones Rd Subdivision

Project Location

Old Jones Road
Spartanburg County, SC

Project No.

-

Date:

10/18/21

Dwg:

SK12.dwg

0 60 120 180

Scale 1" = 60'

N

W

E

S

Sheet Title

Concept Plan

Sheet Number

SK-12

Category Number:
Item Number: 6.



AGENDA
GREER CITY COUNCIL
4/26/2022

Second and Final Reading of Ordinance Number 15-2022

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY BANCO GROUP, LLC LOCATED AT 3700 BRUSHY CREEK ROAD FROM C-2 (COMMERCIAL DISTRICT) TO RM-2 (RESIDENTIAL MULTI-FAMILY DISTRICT). (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 15-2022	4/18/2022	Ordinance
▣ Ord 15-2022 Exhibit A Map	4/18/2022	Exhibit
▣ Ord 15-2022 Exhibit B Deed	4/18/2022	Exhibit
▣ Ord 15-2022 Exhibit C Survey	4/18/2022	Exhibit
▣ Ord 15-2022 Application	4/18/2022	Backup Material
▣ Ord 15-2022 Planning Commission Minutes	4/18/2022	Backup Material

ORDINANCE NUMBER 15-2022

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY BANCO GROUP, LLC LOCATED AT 3700 BRUSHY CREEK ROAD FROM C-2 (COMMERCIAL DISTRICT) TO RM-2 (RESIDENTIAL MULTI-FAMILY DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to a certain property owned by Banco Group, LLC located at 3700 Brushy Creek Road and more clearly identified by the attached City of Greer Map specifying Greenville County Parcel Number G003001001801 containing approximately 0.397 +/- acres attached hereto marked as Exhibit A, the Quit-Claim Deed 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 property and has shown the need for such use to the Greer Planning Commission at a public hearing held on March 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 property located at 3700 Brushy Creek Road more particularly identified by the attached City of Greer Map specifying Greenville County

Parcel Number G003001001801 containing approximately 0.397 +/- acres attached hereto marked as Exhibit A shall be changed from C-2 (Commercial District) 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: Councilman Wryley Bettis

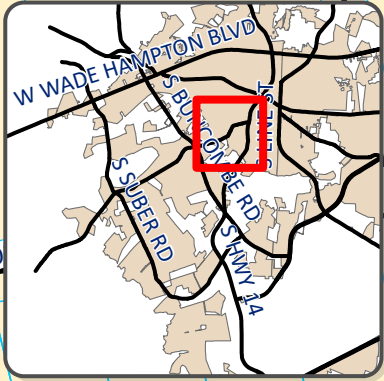
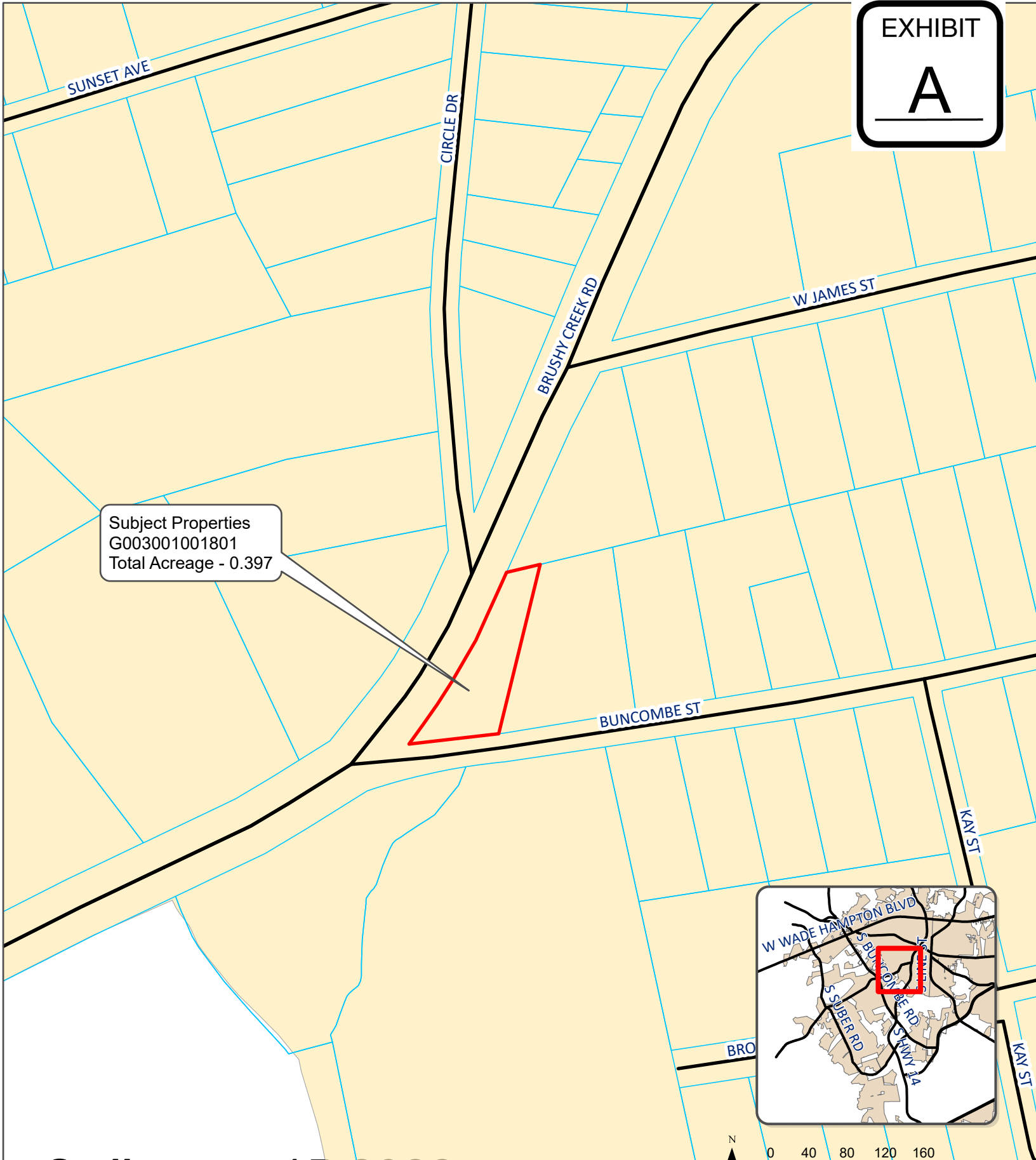
First Reading: April 12, 2022

Second and
Final Reading: April 26, 2022

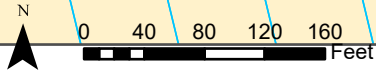
Approved as to Form:

John B. Duggan, Esquire
City Attorney

EXHIBIT
A



Ordinance 15-2022



- Streets
- City Limits
- Parcels

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.

TITLE TO REAL ESTATE BY A CORPORATION

STATE OF SOUTH CAROLINA }

QUIT-CLAIM DEED

COUNTY OF GREENVILLE }

KNOW ALL MEN BY THESE PRESENTS, that:

NEW CAROLINA MORTGAGE CO., INC.

A Corporation chartered under the laws of the State of South Carolina and having a principal place of business at Greenville, State of South Carolina.

in consideration of TWELVE THOUSAND NO/100 (\$12,000.00) DOLLARS

the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto

LINDA C. SMITH

Her Heirs and/or Assigns Forever,

All that piece, parcel or lot of land lying and being in the State of South Carolina, County of Greenville, designated as portion of tract 4 as shown in plat -SSS page 386 recorded in the ROD Office for Greenville County. Reference is made to said plat for a more detailed description. LESS however any portion previously conveyed and subject to restrictions of record.

This being the same property conveyed to the Grantor by deed of Greenville County Tax Collector dated February 7th, 2012 and recorded in the RMC Office for Greenville County in Deed Book 2400 at page 5809 on February 10th, 2012.

TMP# G003.00-10-018.01**3604 Brushy Creek Rd.**

Grantees Address: 203 Memorial Dr.
Greer, SC 29650



2012060978

GCD
3 PGS

Book DE 2409 Page 3697-3699

July 31, 2012 03:57 15 PM Cons: \$12,000.00
Rec \$10 00 Cnty Tax \$13 20 State Tax \$31 20

FILED IN GREENVILLE COUNTY SC

TOGETHER WITH all and singular rights, members, hereditaments and appurtenances to said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all the singular the premises, before-mentioned, unto the said Grantee(s), their heirs and assigns forever.

This property is sold AS IS with no warranties!

WITNESS my hand and seal this 25th day of July, 2012.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Sharon Mahaffey

Perry S. Luthi as Vice President for
New Carolina Mortgage Inc.

Charlotte Hunt

By:

Perry S. Luthi V.P. (SEAL)
Perry S. Luthi

STATE OF SOUTH CAROLINA }

COUNTY OF GREENVILLE } PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the above Perry S. Luthi, as Vice President for NEW CAROLINA MORTGAGE, INC. sign seal and as his/her act and deed deliver the within written deed for the uses and purposes therein mentioned, and that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN TO before me this 25th
day of July, 2012.

Charlotte Hunt (SEAL)

Sharon Mahaffey

Notary Public for SC

My commission expires: 10-26-21

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

Affidavit

PERSONAL LY 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 3604 Brushy Creek Rd.
bearing Greenville County Tax Map Number G003-00-10-018-01 is transferred
by New Carolina Mortgage, Co.
to Linda C. Smith on 7/25/12
- 3 Check one of the following The deal is
(a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary
(c) _____ 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) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$12,000.00
(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. 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 12,000.00
(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 12,000.00
- 7 The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is \$44.40
- 8 As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Seller
- 9 I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both

SWORN to before me this 25th
day of July 2012
Charlotte Hunt
Notary Public for SC
My Commission Expires 10-26-21

Desmine L. Sartain
Responsible Person Connected with the Transaction
Desmine L. Sartain PRES
Print or Type Name Here

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2012060978 Book: DE 2409 Page: 3697-3699
July 31, 2012 03 57 15 PM
T. H. P. Manner

EXHIBIT

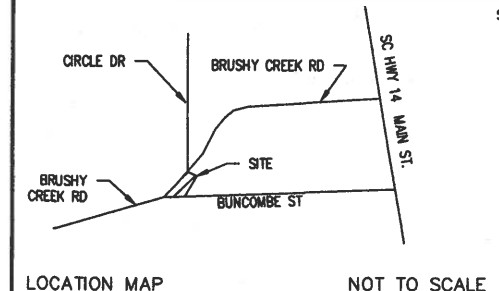
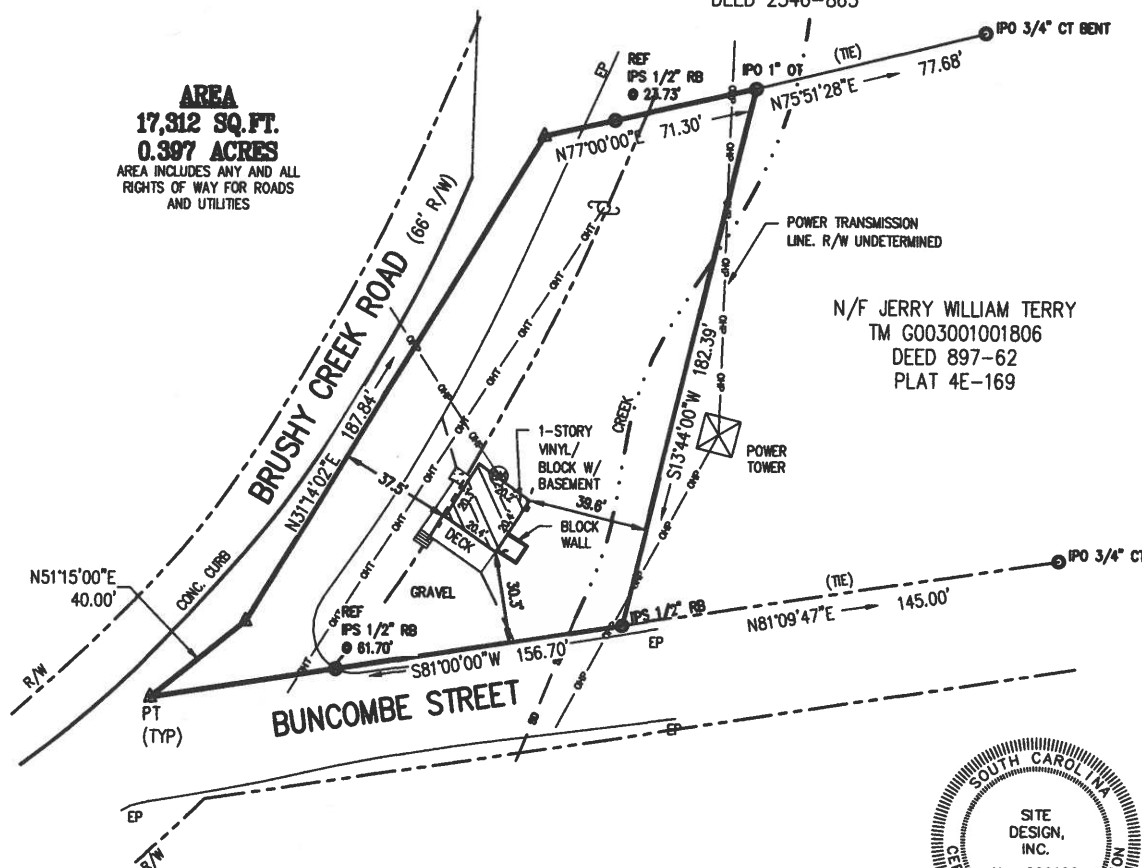
C

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.

AREA
17,312 SQ. FT.
0.397 ACRES
AREA INCLUDES ANY AND ALL
RIGHTS OF WAY FOR ROADS
AND UTILITIES

N/F ACB INVESTMENTS IV
TM G003001002000
DEED 2346-863

N/F JERRY WILLIAM TERRY
TM G003001001806
DEED 897-62
PLAT 4E-169



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.

REF:
DEED 2409-3697
PLAT SSS-386

LEGEND

BL BUILDING LINE	CO CLEAN OUT	A. CLAY JONES, P.L.S.
CL CENTERLINE	CB CATCH BASIN	S.C. REG. NO. 26210
CMP CORRUGATED METAL PIPE	DI DROP INLET	
CT CRIMP TOP	ELEC TRANS	
DE DRAINAGE EASEMENT	ELEVATION	
EP EDGE OF PAVEMENT	FM FIRE METER	
IPO IRON PIN OLD	GM GAS METER	
IPS IRON PIN SET	GV GAS VALVE	
M&C NAIL & CAP	LP LIGHT POLE	
OT OPEN TOP	PP POWER POLE	
RB REBAR	SMH MANHOLE (SD)	
RCP REINFORCED CONC PIPE	SSMH MANHOLE (SS)	
R/W RIGHT OF WAY	TMH MANHOLE (TELEPHONE)	
SD STORM DRAIN	TELPED TELEPHONE PEDESTAL	
SS SANITARY SEWER	CA/VPD CABLE PEDESTAL	
SSE SS EASEMENT	WM WATER METER	
VCP VITRIFIED CLAY PIPE	WV WATER VALVE	

SURVEY FOR
BANCO CORP.
GREENVILLE COUNTY, SOUTH CAROLINA

SCALE 1"=40'	PROPERTY ADDRESS 3700 BRUSHY CREEK ROAD	TAX PIN G003001001801
DATE 11/10/20	40 0 40 80	FIELD CREW BHB/HF
		DRAWN BY BHB

SITE DESIGN, INC.
CIVIL ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS

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





ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)

Date _____

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

Tax Map Number(s) 6-003.00-10-018.01
Property Address(s) 3700 Brushy Creek Rd
Acreage of Properties .41 County Greenville

Applicant Information

Name Nathan Coponen
Address 14101 Davenport Circle
Greer SC 29650
Contact Number 864-979-4994
Email ncoponen@gmail.com

Property Owner Information

(If multiple owners, see back of sheet)

Name Banco Group
Address 14101 Davenport Circle
Greer, SC 29650
Contact Number 864-979-4994
Email ncoponen@gmail.com

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

The applicant hereby requests that the property described be zoned (in the case of Annexation) or rezoned from C-2 Commercial to Rm-1 or Rm-2.

Existing Use: Restaurant Proposed Use: Residential - Multi-Family

Signature(s) [Signature]

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

OFFICE USE ONLY

Date Filed _____

Case No. _____

Meeting Date _____

See Reverse

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

DOCKET: RZ 22-02

APPLICANT: Nathan Coponen

PROPERTY LOCATION: 3700 Brushy Creek Rd

TAX MAP NUMBER: G003001001801

EXISTING ZONING: C-2, Commercial

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

SIZE: 0.41 acres

COMPREHENSIVE PLAN: Traditional Neighborhood Community

ANALYSIS: **RZ 22-02**

RZ 22-01 is a rezoning request for a parcel located at 3700 Brushy Creek Rd. The request is to rezone the property from C-2, Commercial to RM-2, Multi-family Residential for use as a duplex. The Planning Commission received an identical request and recommended approval in November 2020. City Council denied the request on second reading and the applicant waited the required year to submit a new request.

Surrounding land uses and zoning include:

North:	R-12, Single Family Residential - Residences
East:	R-12, Single Family Residential and R-M2, Multi Family Residential
South:	C-2, Commercial (Residence) and S-1 Services (Greer Recycling Center)
West:	C-2 Commercial (Residence) and R-20, Single Family Residential (Residence and Kids Planet Park)

The Future Land Use Map in the Comprehensive Plan defines this area as a Traditional Neighborhoods surround Downtown Greer and are generally more directly connected to it. Key features include an interconnected street grid and a mix of housing types. This area offers opportunity to infill around the existing mixture of residential, commercial, and institutional uses. Building types could include single-family homes, fourplexes, small-scale apartment buildings, attached townhomes, and neighborhood-scale retail. Single-lot infill development should be of a compatible scale and character with surrounding homes.

Primary Uses: Single-family attached and detached residential, multiplexes, townhomes, parks

Secondary Uses: Apartment/condominium buildings, accessory dwelling units, civic and institutional facilities, small-scale commercial uses

This property is located between Buncombe Rd and S. Main St on Brushy Creek Rd where there are a variety of residential and some commercial zoning districts. The property is across the street from the recycling center and near several duplexes on Buncombe St. The request is compatible with the surroundings land uses, zoning in the area and with the Comprehensive Plan; therefore staff supports the request for RM-2, Multi-family Residential zoning.

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION:

The commission asked staff what they recommended during the previous request; staff informed the commission that they recommended approval, but that it was denied at 2nd reading of City Council.

ACTION: Mr. Acierno made a motion to approve RZ 22-02 to rezone the property to RM-2, Multi-family Residential. Mr. Lavender seconded the motion. The motion carried with a vote of 4-0. The motion passed.



AGENDA
GREER CITY COUNCIL
4/26/2022

Second and Final Reading of Ordinance Number 17-2022

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY RESIDENTS DEVELOPERS, LLC LOCATED ON SNOW ROAD FROM R-12 (RESIDENTIAL SINGLE FAMILY DISTRICT) TO DRD (DESIGN REVIEW DISTRICT). (Action Required)

Executive Summary:

Brandon McMahan, Planner

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 17-2022	4/25/2022	Ordinance
▣ Ord 17-2022 Exhibit A Map	4/25/2022	Exhibit
▣ Ord 17-2022 Exhibit B Title to Real Estate	4/25/2022	Exhibit
▣ Ord 17-2022 Exhibit C Survey	4/25/2022	Exhibit
▣ Ord 17-2022 Exhibit D Updated Statement of Intent	4/25/2022	Exhibit
▣ Ord 17-2022 Exhibit E Site Plan	4/25/2022	Exhibit
▣ Ord 17-2022 RZ Application	4/25/2022	Backup Material
▣ Ord 17-2022 Planning Commission Minutes	4/25/2022	Backup Material

ORDINANCE NUMBER 17-2022

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY OWNED BY RESIDENTS DEVELOPERS, LLC LOCATED ON SNOW ROAD FROM R-12 (RESIDENTIAL SINGLE FAMILY DISTRICT) TO DRD (DESIGN REVIEW DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to a certain property owned by Residents Developers, LLC located on Snow Road and more clearly identified by the attached City of Greer Map specifying Spartanburg County Parcel Number 5-35-00-062.00 containing approximately 26.959 +/- acres attached hereto marked as Exhibit A, the Title to Real Estate attached hereto marked as Exhibit B; and the Survey attached hereto marked at Exhibit C; the Statement of Intent attached hereto marked as Exhibit D; and the Site Plan attached hereto marked as Exhibit E.

1. The owner desires to change the zoning classification of its property and has shown the need for such use to the Greer Planning Commission at a public hearing held on March 21, 2022.
2. To accomplish the desired change in use in the most effective manner, the zoning classifications should be changed to DRD (Design Review District).
3. The proposed use is in keeping with the general character of the surrounding property.

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

The zoning classification of property located on Snow Road more particularly identified by the attached City of Greer Map specifying Spartanburg County Parcel Number 5-35-00-062.00 containing approximately 26.959 +/- acres attached hereto marked as Exhibit A shall be changed from R-12 (Residential Single Family District) to DRD (Design Review 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: April 12, 2022

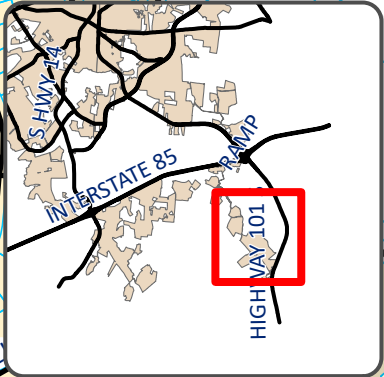
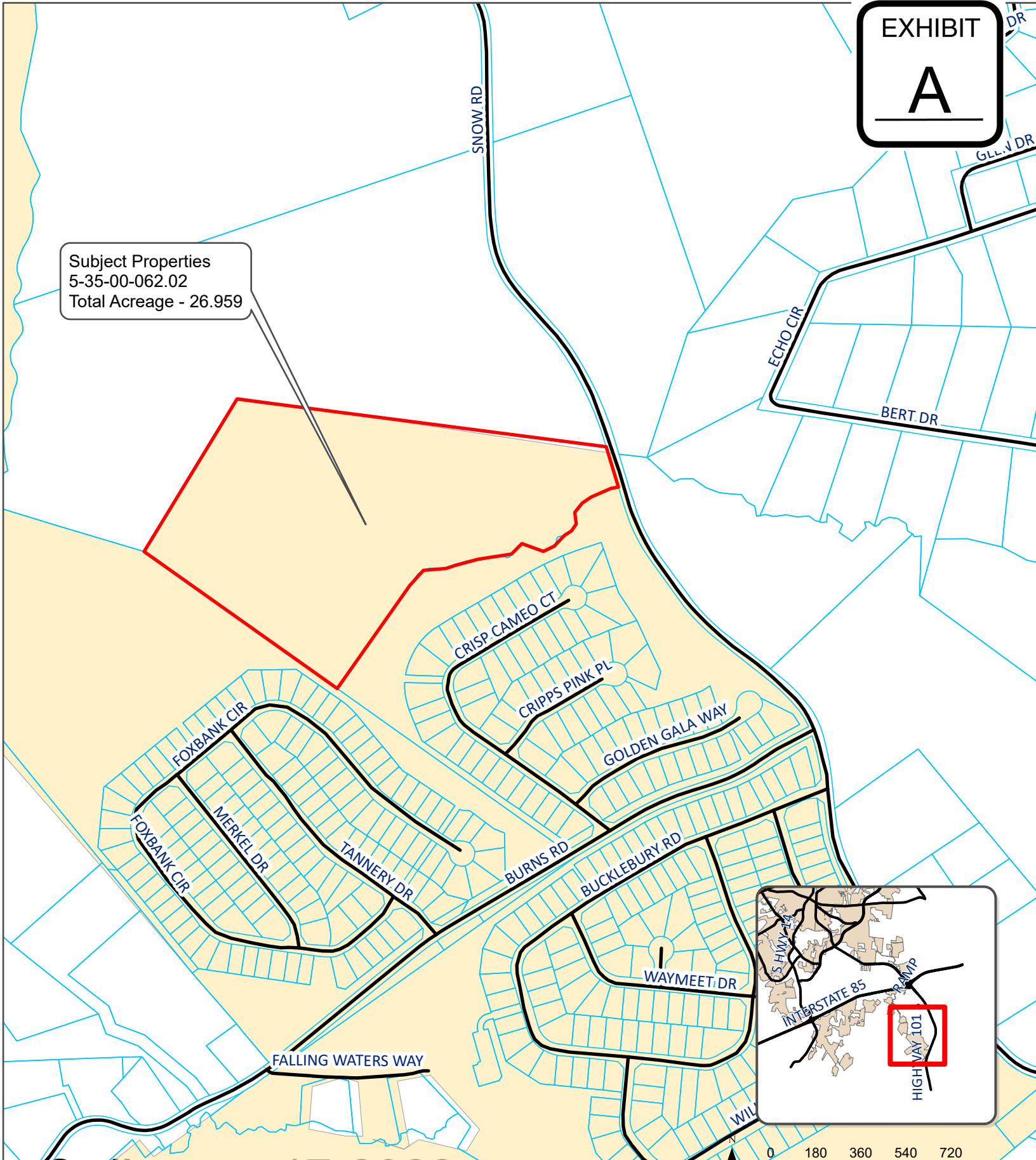
Second and
Final Reading: April 26, 2022

Approved as to Form:

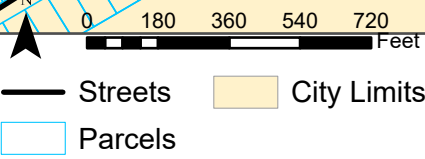
John B. Duggan, Esquire
City Attorney

EXHIBIT
A

Subject Properties
5-35-00-062.02
Total Acreage - 26.959



Ordinance 17-2022



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.

EXHIBIT

B

DEE-2021-36773

DEE BK 132-V PG 899-902

Recorded 4 Pages on 07/02/2021

Recording Fee: \$15.00 County Tax

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

Dorothy Earle, Register Of Deeds

Prepared by:

Ronald H. Colvin, P.A.

PO Box 6364, Spartanburg, SC 29304

File #: 20-0109

Tax Map #

5-35-00-062.02Address of Grantee: **528 Candlewick Ct****Moore, SC 29369**

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that
LINDA WILLIAMS SLATON; JENS WALLER SLATON; MATTHEW BRENDON SLATON; JOSHUA LUNCE FORD SLATON and ZACHARY WILLIAMS SLATON,
hereinafter referred to as Grantor(s), in consideration of FOUR HUNDRED FIVE THOUSAND DOLLARS and NO/100 (\$405,000.00), and the premises, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents, do(es) grant, bargain, sell and release unto **RESIDENTS DEVELOPERS LLC, a South Carolina Limited Liability Company,** their heirs and/or assigns, forever, *hereinafter referred to as Grantee(s),* the following described property:

See attached Exhibit "A" description of property which is incorporated herein by reference

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

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining;

TO HAVE AND TO HOLD all and singular the said premises before-mentioned unto the said Grantee(s), and the Grantee's(s') heirs (or successors) and assigns forever. And the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular the said premises unto the Grantee(s) and the Grantee's(s') heirs (or successors) and assigns, against the Grantor(s) and the Grantor's(s') heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

WITNESS the Grantor's(s) hand(s) and seal(s) this 1st day of JULY, 2021.
*SIGNED, Sealed and Delivered in the Presence of:

[Signature] (SEAL)
 Witness # 1
 Printed Name: Roman H. Corn

Linda Williams Slaton (SEAL)
LINDA WILLIAMS SLATON

[Signature] (SEAL)
 Witness # 2 (can also be Notary)
 Printed Name: Charity A. Reynolds

[Signature] (SEAL)
 Witness # 1
 Printed Name: Roman H. Corn

[Signature] (SEAL)
JENS WALLER SLATON

[Signature] (SEAL)
 Witness # 2 (can also be Notary)
 Printed Name: Charity A. Reynolds

[Signature] (SEAL)
 Witness # 1
 Printed Name: Charity A. Reynolds

Zachary Williams Slaton (SEAL)
ZACHARY WILLIAMS SLATON

[Signature] (SEAL)
 Witness # 2 (can also be Notary)
 Printed Name: Roman H. Corn

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG

I, Charity A. Reynolds, a Notary Public for the State of South Carolina, do hereby certify that the within named Grantor(s), **LINDA WILLIAMS SLATON, JENS WALLER SLATON and ZACHARY WILLIAMS SLATON**, personally appeared before me this day and acknowledge the due execution of the foregoing instrument.
 The subscribing witness is not a party to or beneficiary of the transaction.

WITNESS my hand and official seal this 1st day of JULY, 2021.

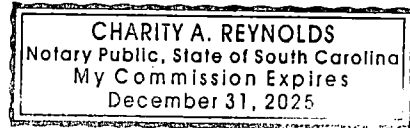
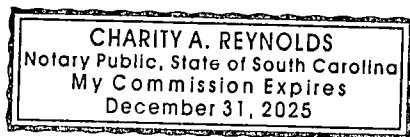
[Signature] (SEAL)
 Notary Public

AFFIX SEAL/STAMP

Printed Name of Notary Public: Charity A. Reynolds

Notary Public for State of SC, County of Cherokee

My Commission Expires 12-31-2025



WITNESS the Grantor's(s') hand(s) and seal(s) this 1st day of JULY, 2021.

*SIGNED, Sealed and Delivered
in the Presence of:

[Signature] (SEAL)
Witness # 1

Matthew Brendon Slaton by and through his attorney-in-fact, Linda Williams Slaton (SEAL)

MATTHEW BRENDON SLATON, by and through his attorney-in-fact, LINDA WILLIAMS SLATON via Specific POA to be recorded herewith

Printed Name: Ronny H. Coyle

[Signature] (SEAL)
Witness # 2 (can also be Notary)

Printed Name: Charity A. Reynolds

[Signature] (SEAL)
Witness # 1

Joshua Lunceford Slaton, by and through his attorney-in-fact, Linda Williams Slaton (SEAL)

JOSHUA LUNCEFORD SLATON, by and through his attorney-in-fact, LINDA WILLIAMS SLATON via Specific POA to be recorded herewith

Printed Name: Ronny H. Coyle

[Signature] (SEAL)
Witness # 2 (can also be Notary)

Printed Name: Charity A. Reynolds

[Signature] (SEAL)

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG

I, Charity A. Reynolds, a Notary Public for the State of South Carolina, do hereby certify that the within named Grantor(s), **MATTHEW BRENDON SLATON, by and through his attorney-in-fact, LINDA WILLIAMS SLATON via Specific POA to be recorded herewith & JOSHUA LUNCEFORD SLATON, by and through his attorney-in-fact, LINDA WILLIAMS SLATON via Specific POA to be recorded herewith**, personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

The subscribing witness is not a party to or beneficiary of the transaction.

WITNESS my hand and official seal this 1st day of JULY, 2021.

[Signature] (SEAL)
Notary Public

AFFIX SEAL/STAMP

Printed Name of Notary Public: Charity A. Reynolds

Notary Public for State of SC, County of Cherokee

My Commission Expires 12-31-2025

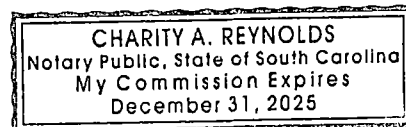


EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

All that certain piece, parcel or lot of land, with all improvements thereon or to be constructed thereon, lying and being situate in the State of South Carolina, County of Spartanburg, on Snow Road in Greer, being shown and designated as PARCEL B, containing 26.959 acres, more or less, as shown on Survey for "RESIDENTS DEVELOPERS LLC", dated October 15, 2020 and to be recorded in Plat Book 179 at Page 606, in the Office of the Register of Deeds for Spartanburg County, South Carolina.

Further reference is being made to Plat Book 173 at Page 219 in the Office of the Register of Deeds for Spartanburg County, South Carolina.

For a more particular description, reference is hereby made to aforesaid plats and records as referenced above.

Physical Address of Property: 26.959 on Snow Road in Greer, SC

Tax Map # 5-35-00-062.02

DERIVATION: This being a portion of the property conveyed to Linda Slaton as Trustee under the Will of James W. Slaton, Jr. (Probate File No.: 86-ES-33-0249) naming Linda Williams Slaton; Jens Waller Slaton; Matthew Brendon Slaton; Joshua Lunceford Slaton & Zachary Williams Slaton and Anke U. Slaton by The Estate of James W. Slaton, Jr. As beneficiaries. Subsequently, Anke U. Slaton conveyed an undivided one-sixth (1/6) interest to Linda Slaton dated October 16, 1991 and recorded on July 8, 1993 in Deed Book 60-F at Page 505, in the Office of the Register of Deeds for Spartanburg County, South Carolina. The Trustee executed said deed to evidence the distribution of the shares of the trust pursuant to the terms of the trust and beneficiaries to transfer interest and that each beneficiary is over the age of 25 years.

LINDA SLATON AND LINDA WILLIAMS SLATON ARE ONE AND THE SAME PERSON.

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

EXHIBIT

C


LOCATION MAP

NOT TO SCALE

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 "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

REF DEED: DB 60/F-507
REF PLAT: PB 173-219

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



N/F ANN H. BALLENGER FAMILY LLC
TM# 5-35-00-063.02
DB 67/E-130
PB 100-954

N/F ANN H. BALLENGER FAMILY LLC
TM# 5-35-00-063.02
DB 67/E-130
PB 100-954

PARCEL B
1,174,326 SQ.FT.
26.959 ACRES
 (INCLUDES ANY AND ALL

N/F SNOW ROAD LLC
TM# 5-35-00-062.86
DB 117/X-747
PB 176-163 & 164

TOPO NOTES:
1. ELEVATIONS ARE BASED ON NAVD88 (SCVRS)
2. CONTOURS ARE SHOWN AT 1' INTERVALS

CAUTION



Know what's **below**.
Call before you dig.

THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE 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.

LEGEND

[illegible]

TOPOGRAPHIC SURVEY FOR:

SNOW WHITE SUBDIVISION
SPARTANBURG COUNTY, SOUTH CAROLINA

SCALE 1"=50'	PROPERTY ADDRESS SNOW ROAD, GREER, S.C.		TAX PIN 5-35-00-062.02	
DATE 10/15/2020	50	0	50	100
			FIELD CREW JM/MS	DRAWN HS

SITE DESIGN, INC.

225 ROCKY CREEK ROAD, GREENVILLE, SC 29615

PH: (866) 271-0496
www.sitedesign-inc.com

S200744

Statement of Intent Rezoning to Design Review District Zoning

Snow Road Townhome Development- Snow Road

It is the intent of Residents Developers, LLC to rezone the previously approved single family subdivision located on Snow Road (Spartanburg County PIN 5-35-00-062.02) to a Design Review District for use as a combination single family residential and new single-family attached townhome home community. The previously approved subdivision and its associated detention areas, is now under construction.

The community will present a maximum of 58 single family residential units and 37 two story townhome residences. The townhome buildings will consist of footprints with 4- 8 units. A public road, to access each of the individual units, will connect to the public roadway system at Snow Road. The development will also provide an internal pedestrian sidewalk to Snow Road.

The site plan calls for up to 7 individual townhome buildings, a public 24' wide asphalt road, 50' wide right of way, 25' wide setback around the entirety of the property, a 25' landscape buffer around the property, and a community mailbox kiosk with associated parking. The development will also require a new stormwater detention basin to meet current post-construction water quality and water quantity requirements. There is also a proposed sign for the main entrance; however, this has not been designed at this time.

Architectural materials: The proposed townhomes will be two story structures. Each unit will have a one car garage and a concrete pad with space for one car to park. Exterior accent points for Townhomes and Single Family Residential will consist of a minimum combination of two of the following materials; Hardie Board, Brick and/or stone veneer. Townhomes and Single Family Residential will have garage doors.

The community and/or common areas of the project will consist of grasses, landscaping, asphalt road, and a parking lot. The new public utilities, such as water and sewer, will also be in the common areas with the appropriately sized easement.

A 25' landscape buffer (planted or using existing vegetation) will be provided between our subdivision and adjacent neighborhoods (Creekside Manor and Braeburn Orchard)

Pedestrian access will extend along Snow Road frontage as topography allows.



SINGLE FAMILY

PARCEL TABLE			PARCEL TABLE			PARCEL TABLE			PARCEL TABLE		
PARCEL #	SQ.FT.	ACRES	PARCEL #	SQ.FT.	ACRES	PARCEL #	SQ.FT.	ACRES	PARCEL #	SQ.FT.	ACRES
1	1,174,326	26.959	10	2,420	0.056	20	2,420	0.056	30	2,672	0.061
1	3,951	0.091	11	6,765	0.155	21	8,505	0.195	31	6,754	0.155
1	6,955	0.160	11	2,420	0.056	21	2,420	0.056	31	2,666	0.061
2	2,930	0.067	12	7,687	0.176	22	10,987	0.252	32	6,850	0.157
2	6,580	0.151	12	3,465	0.080	22	2,420	0.056	32	6,252	0.144
3	2,969	0.068	13	7,687	0.176	23	10,674	0.245	33	6,624	0.152
3	6,765	0.155	13	3,465	0.080	23	2,420	0.056	33	3,780	0.087
4	2,971	0.068	14	6,765	0.155	24	8,391	0.193	34	6,600	0.152
4	6,765	0.155	14	2,420	0.056	24	4,432	0.102	34	2,640	0.061
5	4,253	0.098	15	6,765	0.155	25	6,765	0.155	35	6,600	0.152
5	6,765	0.155	15	2,420	0.056	25	3,879	0.089	35	2,640	0.061
6	3,946	0.091	16	6,765	0.155	26	6,765	0.155	36	6,600	0.152
6	6,765	0.155	16	2,420	0.056	26	2,702	0.062	36	2,640	0.061
7	6,765	0.155	17	6,765	0.155	27	6,765	0.155	37	6,600	0.152
7	2,420	0.056	17	3,447	0.079	27	2,696	0.062	37	3,780	0.087
8	6,765	0.155	18	6,765	0.155	28	6,765	0.155	38	8,368	0.192
8	2,420	0.056	18	3,740	0.086	28	3,849	0.088	39	6,600	0.152
9	6,765	0.155	19	6,765	0.155	29	6,765	0.155	40	6,600	0.152
9	2,420	0.056	19	2,420	0.056	29	3,836	0.088	41	6,600	0.152
10	6,765	0.155	20	6,848	0.157	30	6,765	0.155	42	6,600	0.152

PARCEL TABLE		
PARCEL #	SQ.FT.	ACRES
43	6,600	0.152
44	8,368	0.192
45	8,498	0.195
46	6,765	0.155
47	6,765	0.155
48	6,765	0.155
49	7,939	0.182
50	6,765	0.155
51	6,765	0.155
52	6,765	0.155
53	8,499	0.195
54	6,765	0.155
55	6,765	0.155
56	7,399	0.170
57	8,018	0.184
58	7,062	0.162

TOWNHOMES

PARCEL TABLE			PARCEL TABLE		
PARCEL #	SQ.FT.	ACRES	PARCEL #	SQ.FT.	ACRES
1	1,174,326	26.959	20	2,420	0.056
1	3,951	0.091	21	2,420	0.056
2	2,930	0.067	22	2,420	0.056
3	2,969	0.068	23	2,420	0.056
4	2,971	0.068	24	4,432	0.102
5	4,253	0.098	25	3,879	0.089
6	3,946	0.091	26	2,702	0.062
7	2,420	0.056	27	2,696	0.062
8	2,420	0.056	28	3,849	0.088
9	2,420	0.056	29	3,836	0.088
10	2,420	0.056	30	2,672	0.061
11	2,420	0.056	31	2,666	0.061
12	3,465	0.080	32	6,252	0.144
13	3,465	0.080	33	3,780	0.087
14	2,420	0.056	34	2,640	0.061
15	2,420	0.056	35	2,640	0.061
16	2,420	0.056	36	2,640	0.061
17	3,447	0.079	37	3,780	0.087
18	3,740	0.086			
19	2,420	0.056			

- NOTES:
- ANY RETAINING WALLS SHALL BE DESIGNED BY A STUCTURAL ENGINEERR LICENSED IN SOUTH CAROLINA
 - ALL ADA ACCESSIBLE AREES, ROUTES, AN SIDEWALKS MUST MEET CURRENT DESIGN STANDARDS
 - HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE OF STORM DRAINAGE PIPE THAT DOES NOT CARRY WATER FROM A PUBLIC ROAD
 - AS OWNERS OF PROPERTY WHICH IS DESIGNED TO DRAIN INTO A PARTICULAR STORMWATER MANAGEMENT FACILITY IN ANY PHASE OF DEVELOPMENT IN THE SNOW WHITE SUBDIVISION, EACH PROPERTY OWNER SHALL BE EQUALLY RESPONSIBLE FOR INSPECTION, MAINTENANCE, AND REPAIR OF THAT STORMWATER MANAGEMENT FACILITY TO WHICH THEIR LOT IS DESIGNED TO DRAIN IN SUBDIVISION AS SHOWN/FOUND ON THE APPROVED STORMWATER PLAN FOR THE SUBDIVISION
 - COMMON AREAS CANNOT BE SUBDIVIDED OR USED FOR OTHER PURPOSES

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S83°47'21"W	17.94
L2	S71°14'04"W	31.76
L3	S67°04'25"W	41.95
L4	S55°47'19"W	51.24
L5	S59°55'55"W	36.45
L6	S28°37'48"W	23.43
L7	S06°12'09"E	22.47
L8	S02°39'38"W	38.95
L9	S39°17'08"W	32.38
L10	S69°44'44"W	56.70
L11	S22°29'51"W	41.87
L12	S64°08'12"W	38.12
L13	N69°21'04"W	
L14	S49°17'37"W	
L15	S42°35'38"W	
L16	S87°33'51"W	60.16
L17	S88°34'17"W	34.98
L18	S78°31'14"W	90.46
L19	S67°02'26"W	62.83
L20	S86°22'05"W	22.99
L21	S78°11'29"W	99.13

5-35--00-062.86
SNOW ROAD, LLC
1312 DEVENGER RD
GREER, SC 29650

SITE DATA:

PIN: 5-35-00-062.02
TOTAL SITE = 26.92 AC (1,172,635.2 SF)

ZONING - CURRENT R-12 - REQUEST REZONE TO DRD

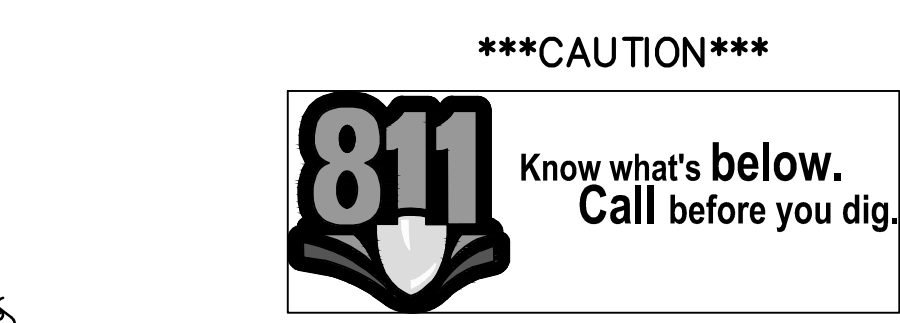
SINGLE FAMILY SETBACKS -
FRONT - 20'
REAR - 15' MIN
SIDES - 5' MIN
25' EXTERIOR BOUNDARY

TOWNHOME SETBACKS -
FRONT - 20'
REAR - 20'
SIDES - 7.5' (10' ON CORNER LOT)
25' EXTERIOR BOUNDARY

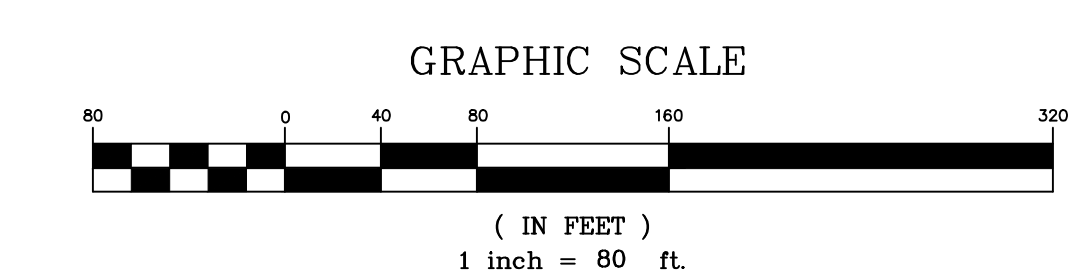
OPEN SPACE REQUIREMENTS
TOTAL SITE AC - 26.92
OPEN SPACE REQ'D - (25%) = 6.73 AC(3.365 OF WHICH
MUST BE DEVELOPABLE, IE OUTSIDE FLOOD PLAIN
AND LESS THAN 30% SLOPE)

THIS LAYOUT IS A PRELIMINARY SCHEMATIC PLAN - THE
NUMBER OF LOTS SHOWN IN PHASE 2 IS NOT FINAL.
STREET NAMES MUST BE APPROVED BY SPARTANBURG
COUNTY AND CITY OF GREER

SURVEY PROVIDED BY SITE DESIGN, INC. DATED 10-15-2020
FROM DEED 60-F PAGE 0507



THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER 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.



S.C. 2020

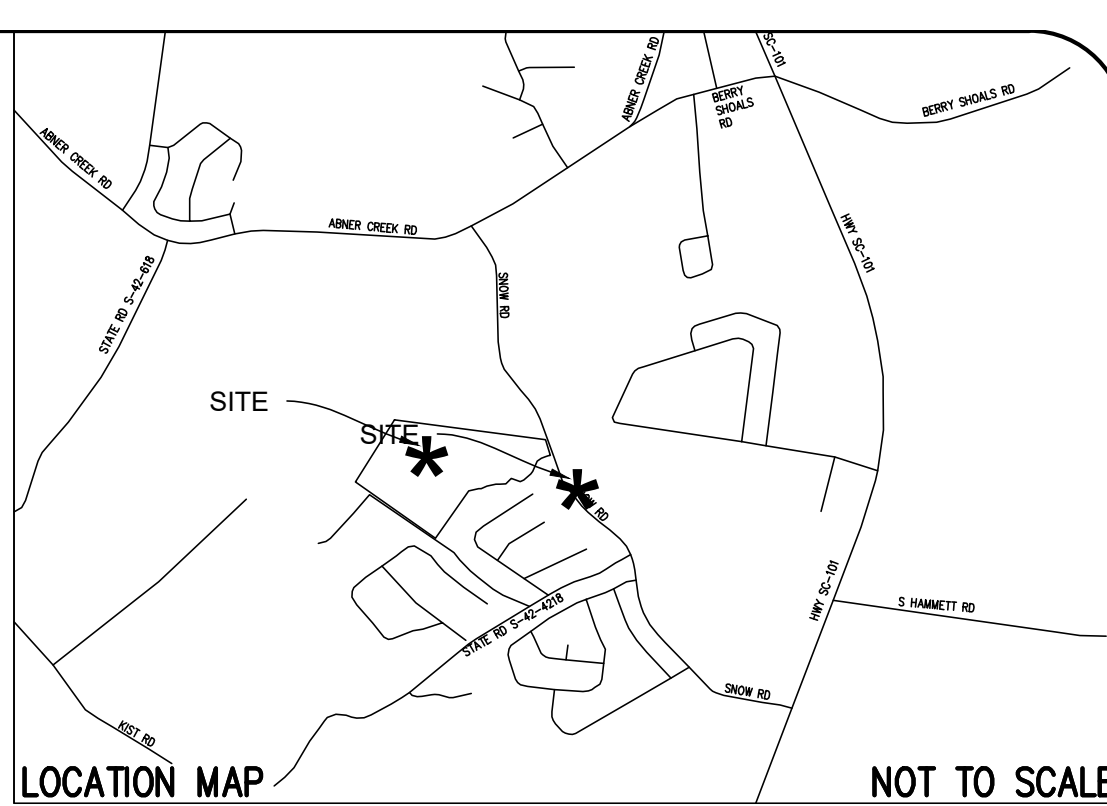


EXHIBIT E

www.sitedesign-inc.com
225 ROCKY CREEK RD
GREENVILLE, SC 29615
P: (864) 271-0095

SITE DESIGN, INC.

CIVIL ENGINEERS - SURVEYORS - LANDSCAPE

DATE

NO.

10.

9.

8.

7.

6.

5.

4.

3.

2.

1.

NO.

THIS DRAWING IS THE PROPERTY OF SITE DESIGN, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SITE DESIGN, INC. FURTHERMORE, THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF SITE DESIGN, INC.

SITE DESIGN, INC.

No. C00122

CERTIFICATE

SC. REG. NO. 532

HERITAGE LANDING

CITY OF GREER
SPARTANBURG COUNTY
SOUTH CAROLINA

HORZ. SCALE: 1" = 80'

VERT. SCALE: N/A

DESIGNED BY: AGB

DRAWN BY: AGB

CHECKED BY: MB

DATE: 08/10/2020

S200774.dwg

SITE PLAN

SHEET 1 OF 1

C200



ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)

Date _____

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

Tax Map Number(s) 5-35-00-062.02

Property Address(s) Snow Road Greer, SC

Acreage of Properties 26.96 County Spartanburg County

Applicant Information

Name Residents Developers LLC
Address 528 Candlewick Ct
Moore, South Carolina 29569
Contact Number 864-283-5434
Email shiv_danak@hotmail.com

Property Owner Information

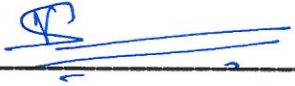
(If multiple owners, see back of sheet)

Name Residents Developers LLC
Address 528 Candlewick Ct
Moore, South Carolina 29569
Contact Number 864-283-5434
Email shiv_danak@hotmail.com

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

The applicant hereby requests that the property described be zoned *(in the case of Annexation)* or rezoned from R-12 to DRD.

Existing Use: SINGLE FAMILY RESIDENTIAL Proposed Use: SINGLE FAMILY AND TOWNHOMES

Signature(s) 
(Vinesh S. Danak)
02-22-2022

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

OFFICE USE ONLY

Date Filed _____

Case No. _____

Meeting Date _____

See Reverse

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

DOCKET: RZ 22-04

APPLICANT: Site Design

PROPERTY LOCATION: Snow Rd

TAX MAP NUMBER: 5-35-00-062.02

EXISTING ZONING: R-12, Single-family Residential

REQUEST: Rezone to DRD, Design Review District

SIZE: 26.92 acres

COMPREHENSIVE PLAN: Traditional Neighborhood

ANALYSIS: **RZ 22-04**

RZ 22-04 is a rezoning request for one parcel located on Snow Rd. The request is to rezone the property from R-12, Single-family Residential to DRD, Design Review District to develop a mixed-product subdivision that will consist of 58 single-family detached and 37 single-family attached units. The property was originally zoned R-12 in 2015 and the detached units and associated detention areas are currently under construction.

The proposed townhomes will be two story structures. Each unit will have a one car garage and a cement pad with space for one car to park. Exterior accent points for Townhomes and Single Family Residential will consist of shake siding, vinyl siding, stone veneer, Stylish garage doors and dormers.

When considering the requested DRD zoning, staff should determine the following:

- A. That the spirit of the zoning district shall not be violated.
- B. That the proposed development will harmonize with existing developments.
- C. That the proposed development will be a desirable addition to the physical pattern of the neighborhood.
- D. That the design be such that additional traffic will not be a burden on existing streets.
- E. That no adverse environmental impacts will be created by the proposed development.
- F. That the visual appearance of the development will harmonize with the existing development.
- G. That the architectural character blends with the surrounding area.

Surrounding land uses and zoning include:

North:	Unzoned Spartanburg County
East:	Unzoned Spartanburg County
South:	R-12, Single-family Residential (Braeburn Orchard, Creekside Manor)
West:	Unzoned Spartanburg County

The Future Land Use Map in the Comprehensive Plan defines this area as Traditional Neighborhood Community. Traditional Neighborhoods surround Downtown Greer and are generally more directly connected to it. Key features include an interconnected street grid and a mix of housing types. This area offers opportunity to infill around the existing mixture of residential, commercial, and institutional uses. Building types could include single-family homes, four-plexes, small-scale apartment buildings, attached townhomes, and neighborhood-scale retail. Single-lot infill development should be of a compatible scale and character with surrounding homes.

Primary Uses: Single-family attached and detached residential, multiplexes, townhomes, parks

Secondary Uses: Apartment/condominium buildings, accessory dwelling units, civic and institutional facilities, small-scale commercial uses

This property is surrounded by single-family neighborhoods. Staff is supportive of a mixed-product community to offer choices to a new homebuyer. In accordance with the guidelines set forth in the Comprehensive Plan and after a detailed study of the area, staff supports the request.

STAFF RECOMMENDATION: Approval with condition that the Statement of Intent be updated to include language that removes regular vinyl siding and add Hardie Board, brick and/or stone. Exterior building material will have a minimum combination of two of the listed materials.

PLANNING COMMISSION RECOMMENDATION:

Mr. Lavender asked the engineer how far along are they in the grading process. The engineer stated they were several months out from submitting for a final plat.

Mr. Acierno asked staff if we had discussed our recommendation with the applicant and what was the reasoning for the recommendation. Staff informed Mr. Acierno that we had met with the developer to discuss the additional language to add exterior building material to the Statement of Intent and the reason for staff request was prior direction from City Council.

ACTION: Mr. Acierno made a motion to **approve the rezoning with the condition** that the Statement of Intent be updated to include language to remove vinyl siding from the material list and to add Hardie Board, brick and/or stone and that exterior building materials will have a minimum combination of two of the listed material. Ms. Jones seconded the motion. The motion passed with a vote of 3-1, with Mr. Lavender voting in opposition.



AGENDA
GREER CITY COUNCIL
4/26/2022

Second and Final Reading of Ordinance Number 18-2022

Summary:

AN ORDINANCE TO AMEND THE CITY OF GREER HISTORIC OVERLAY DISTRICT ZONING MAP AS ALLOWED BY CHAPTER 38, ARTICLE III, SECTION 38-85 OF THE CITY OF GREER CODE OF ORDINANCES. (Action Required)

ATTACHMENTS:

Description	Upload Date	Type
❑ Ordinance Number 18-2022	4/18/2022	Ordinance
❑ Ord 18-2022 Exhibit A Board of Architectural Review Minutes	4/18/2022	Exhibit
❑ Ord 18-2022 Exhibit B Planning Commission Minutes	4/18/2022	Exhibit
❑ Ord 18-2022 Exhibit C Map	4/18/2022	Exhibit

ORDINANCE NUMBER 18-2022

AN ORDINANCE TO AMEND THE CITY OF GREER HISTORIC OVERLAY DISTRICT ZONING MAP AS ALLOWED BY CHAPTER 38, ARTICLE III, SECTION 38-85 OF THE CITY OF GREER CODE OF ORDINANCES.

WHEREAS, the City of Greer City Council wishes to amend the City of Greer Historic Overlay District Zoning Map as allowed by Chapter 38, Article III, Section 38-85 of the City of Greer Code of Ordinances; and,

WHEREAS, the City of Greer Historic Zoning Map may be amended based upon the City of Greer Architectural Review Board's consideration of the factors set forth in Section 38-81 of the City of Greer Code of Ordinances; and,

WHEREAS, the City of Greer Architectural Review Board met on February 8, 2022 and, after consideration of the factors set forth in Section 38-81, a recommendation was made by the City of Greer Architectural Review Board for the Greer Mill located on Greenville County Tax Map Parcel Number G008001600100 to be added to the City of Greer Zoning Map with Local Historic Designation status. The minutes of said meeting are attached hereto as Exhibit A; and,

WHEREAS, the Architectural Review Board's recommendation was presented to the City of Greer Planning Commission at a Public Hearing held at 6:30 p.m. on March 21, 2022 in the Council Chambers of Greer City Hall, Greer, South Carolina after due notice in The Greer Citizen, a newspaper in Greer, South Carolina, with general circulation in the Greer area for the purpose of considering proposed amendments to the City of Greer Zoning Map. The minutes and staff report from said meeting are attached hereto as Exhibit B. After consideration of the Architectural Review Board's recommendation, and the Planning Commission's own review of the factors set forth in Section 38-81, the Planning Commission made its recommendation for the Greer Mill to be added to the Historic Overlay Zoning District; and,

WHEREAS, the Mayor and City Council, after considering the factors set forth in Section 38-81, and to achieve the goals of the City's Historic Preservation ordinance set forth in Section 38-10, the Mayor and Council do hereby find that the proposed Amendment to the Zoning Map is in the best interests of the City of Greer.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Greer, that the City of Greer Zoning Map be amended to add the Greer Mill site as a locally designated historic property located on the property identified by Greenville County Tax Map Parcel G008001600100 as shown on the map attached hereto as Exhibit C. Said property shall be

subject to all applicable requirements set forth in Chapter 38 of the City of Greer Code of Ordinances.

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

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilwoman Judy Albert

First Reading: April 12, 2022

Second and
Final Reading: April 26, 2022

Approved as to Form:

Daniel R. Hughes, City Attorney



City of Greer
Board of Architectural Review Minutes
February 8, 2022

EXHIBIT

A

Members Present: Linda Wood, Chairman
David Langley
Betsy Potter
Eddie Burch

Absent: Brandon Price, Vice Chair

Staff Present: Brandon McMahan, Planner

I. Call to order- Opening remarks

Ms. Wood called the meeting to order and read the opening remarks.

II. Minutes of Board of Architectural Review Meeting

ACTION – Ms. Potter made a motion to approve the minutes from the November 9, 2021 Board of Architectural Review meeting. Mr. Burch seconded the motion. The motion carried with a vote of 4 to 0. The motion passed.

III. Election of Officers

ACTION – Ms. Potter made a motion to nominate Ms. Wood as Chair. Mr. Burch seconded the motion. The motion passed with a vote of 4 to 0.

ACTION – Ms. Wood made a motion to nominate Ms. Potter as Vice-Chair. Mr. Langley seconded the motion. The motion passed with a vote of 4 to 0.

IV. Public Hearing

Ms. Wood read a brief statement about conducting the public hearing section of the meeting.

A. BAR 22-01

Ms. Wood opened the public hearing for BAR 22-01.

Staff presented the basic information for this request.

B. BAR 22-02

Ms. Wood opened the public hearing for BAR 22-02.

Staff presented the basic information for this request.

V. New Business

A. BAR 22-01

Ms. Wood opened the business meeting for BAR 22-01.

Staff presented informed the board that this request was to designate the Greer Mill site as a locally designated historic property. Staff went over the requirements from the code of ordinances to designate a property with this designation and made a recommendation of approval.

The board discussed the request with staff and asked about the process for the local designation. Staff informed the board that the request if approved go to Planning Commission as a map amendment to the zoning map and then to council for two reading. Staff also informed the board that the owners were going through national designation and they may have the property designated by the NPS before the local designation could be approved.

The board asked once the property was designated would the request for Bailey Bill approval come back to the board for approval. Staff informed the board that it would come back to the board for approval.

ACTION - Mr. Burch made a motion to approve the request to designate the Greer Mill site as a locally designated historic property. Ms. Potter seconded the motion. The motion passed with a vote of 4-0. The motion was approved

B. BAR 22-02

Ms. Wood opened the business meeting for BAR 22-02.

Staff presented their analysis and recommendation for approval for the request.

The board asked about the approved color pallets. Staff informed the board of the two approved color pallets and it would be reviewed at the time of building permit review.

ACTION – Mr. Burch made a motion to approve the request. The motion was seconded by Ms. Potter. The motion passed with a vote of 3-0, with Mr. Langley abstaining. The motion passed.

VI. Other Business

Staff provided an update on SHPO's annual training.

VII. Adjourn

There being no other business to discuss, Ms. Wood made a motion to adjourn. The meeting was adjourned at 10:52 am.

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

EXHIBIT

B

DOCKET: MISCP 22-02

APPLICANT: Board of Architectural Review

PROPERTY LOCATION: 300 Connecticut Ave

TAX MAP NUMBER: G008001600100

EXISTING ZONING: PD, Planned Development

REQUEST: Add G008001600100 as a locally designated historic property to the Zoning Map

COMPREHENSIVE PLAN: Mixed Employment Center

ANALYSIS: MISCP 22-02

MISCP 22-02 is a zoning map amendment to the City of Greer Historic Overlay Zoning Map as allowed by Chapter 38-Historic Preservation, Article 85.-HD, Zoning Procedure. The Board of Architectural Review has requested to add the Greer Mill parcel G008001600100 as a locally designated historic property to the City of Greer Zoning Map.

STAFF RECOMMENDATION: Approval

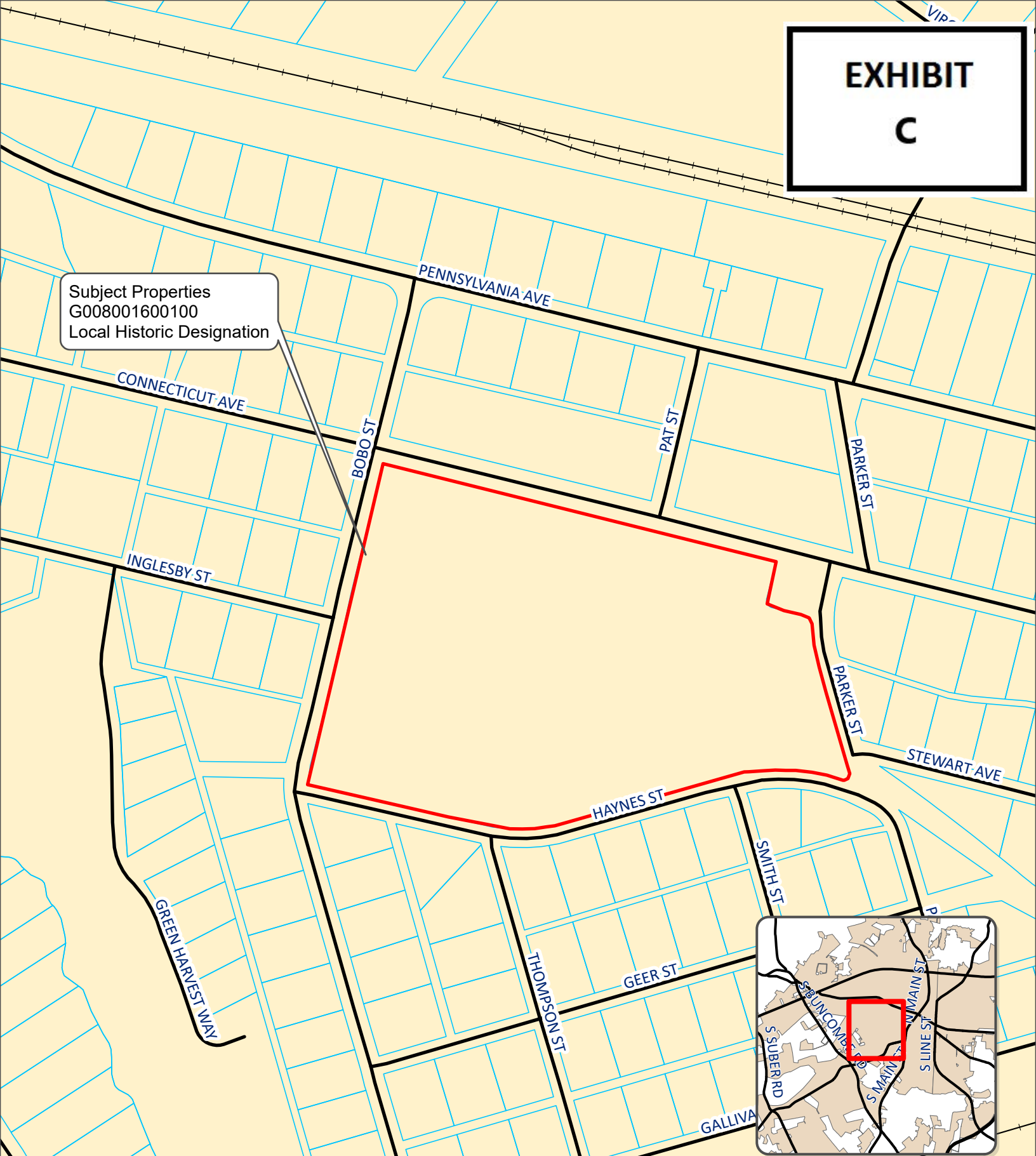
ACTION: The Commission asked about the process to designate the property with local designation. Staff informed the commission that the Board of Architectural Review made the request to have the property labeled on the city's zoning map as a locally designated historic property, the next step in the process was to get the recommendation from Planning Commission and then the request would go to council for final approval.

Ms. Jones made a motion to approve the request to designate the Greer Mill site as a locally designated historic property. Mr. Lavender seconded the motion. The motion passed with a vote of 4-0. The motion was approved

EXHIBIT

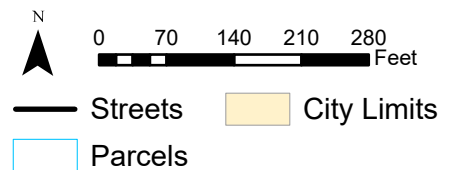
C

Subject Properties
G008001600100
Local Historic Designation



Ordinance 18-2022

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Created 4/4/2022 by City of Greer GIS

Category Number:
Item Number: 9.



AGENDA
GREER CITY COUNCIL
4/26/2022

Second and Final Reading of Ordinance Number 19-2022

Summary:

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

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance Number 19-2022	4/18/2022	Ordinance
▣ Ord 19-2022 Exhibit A Map	4/18/2022	Exhibit

ORDINANCE NUMBER 19-2022

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF
ANY AND ALL INTEREST IN CERTAIN REAL PROPERTY IN THE CITY OF GREER**

WHEREAS, certain real property was donated to the City by deed dated December 30, 1977, and recorded February 15, 1978, in Deed Book 1073 at Page 711. Said property is an unimproved tract of land on Canteen Avenue and identified as Greenville County Tax Map No. G013000101100 within the city limits of Greer, County of Greenville (hereinafter "Property"). The Property is identified on the GIS Map attached hereto as Exhibit "A"; and,

WHEREAS, Greenville County Redevelopment Authority ("GCRA") owns an adjacent piece of property on Canteen Avenue identified as Greenville County Tax Map No. G013000101000 and has requested for the City to donate the Property to GCRA; and,

WHEREAS, the City has never utilized the Property and GCRA intends to develop the Property to provide additional housing opportunities within the City; and,

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

WHEREAS, the Mayor and City Council find that it is in the best interest of the City of Greer to donate the Property to GCRA; and,

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Greer, that the Mayor of the City is hereby authorized, empowered, and directed to

execute, acknowledge and deliver a quit-claim deed to convey any and all interest the City may have in the Property.

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

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilman Jay Arrowood

First Reading: April 12, 2022

Second Reading: April 26, 2022

Approved as to form:

Daniel R. Hughes
City Attorney

Greenville County, SC

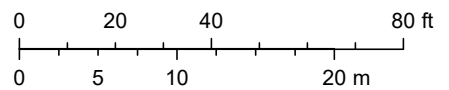
EXHIBIT

A



April 8, 2022

1:480



Greenville County GIS Division, Greenville, South Carolina., Greenville County GIS Division, Greenville, South Carolina, Greenville County, South Carolina GIS Division



AGENDA
GREER CITY COUNCIL
4/26/2022

First Reading of Ordinance Number 16-2022

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY L & W OF GREER, INC. LOCATED ON HAWKESBERRY DRIVE, WOODRUFF DRIVE AND GAP CREEK ROAD FROM PD (PLANNED DEVELOPMENT) TO R-12 (SINGLE FAMILY RESIDENTIAL DISTRICT). (Action Required)

Executive Summary:

Ordinance 16-2022 is a rezoning request for three parcels of land adjacent to the existing beginning phases of the Riverdale subdivision and Gap Creek Rd. The owner is requesting to rezone the property from PD, Planed Development to R-12, Single-family Residential. These properties were originally zoned as a Planned Development in 1995. Staff is unable to find a Statement of Intent or a development plan in records for this project; however minutes from the Planning Commission meeting specify 284 single-family lots and 392 multi-family units, not to exceed 676 lots/units. The applicant is proposing to finish out the remainder of the property with single-family detached, which will be set up under a different HOA than the existing homes in the Riverdale subdivision. The Planning Commission conducted a public hearing on March 21, 2022 for the rezoning of these parcels. The Planning Commission recommended to approve this request.

Ashley Kaade, Senior Planner

ATTACHMENTS:

Description	Upload Date	Type
❑ Cover Memo	4/20/2022	Cover Memo
❑ Ordinance Number 16-2022	4/20/2022	Ordinance
❑ Ord 16-2022 Exhibit A Map	4/20/2022	Exhibit
❑ Ord 16-2022 Exhibit B1 Quit Claim Deed	4/20/2022	Exhibit
❑ Ord 16-2022 Exhibit B2 Deed	4/20/2022	Exhibit
❑ Ord 16-2022 Exhibit C Surveys	4/20/2022	Exhibit
❑ Ord 16-2022 Rezoning Application	4/20/2022	Backup Material
Ord 16-2022 Planning Commission		Backup

Memorandum

To: Mr. Merriman, City Administrator
From: Ashley Kaade, AICP, Senior Planner
Subject: Ordinance 16-2022
Date: April 19, 2022
CC: Tammy Duncan, City Clerk

Ordinance 16-2022 is a rezoning request for three parcels of land adjacent to the existing beginning phases of the Riverdale subdivision and Gap Creek Rd. The owner is requesting to rezone the property from PD, Planed Development to R-12, Single-family Residential.

These properties were originally zoned as a Planned Development in 1995. Staff is unable to find a Statement of Intent or a development plan in records for this project; however minutes from the Planning Commission meeting specify 284 single-family lots and 392 multi-family units, not to exceed 676 lots/units. The applicant is proposing to finish out the remainder of the property with single-family detached, which will be set up under a different HOA than the existing homes in the Riverdale subdivision.

The Planning Commission conducted a public hearing on March 21, 2022 for the rezoning of these parcels. The Planning Commission recommended to approve this request.

ORDINANCE NUMBER 16-2022

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY L & W OF GREER, INC. LOCATED ON HAWKESBERRY DRIVE, WOODRUFF DRIVE AND GAP CREEK ROAD FROM PD (PLANNED DEVELOPMENT) TO R-12 (SINGLE FAMILY RESIDENTIAL DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to certain properties owned by L & W of Greer, Inc. located on Hawkesberry Drive, Woodruff Drive and Gap Creek Road and more clearly identified by the attached City of Greer Map specifying Spartanburg County Parcel Numbers 5-13-00-001.14, 5-13-00-001.01 and 5-14-00-003.01 containing approximately 95.67 +/- acres attached hereto marked as Exhibit A, the Quit Claim Deeds attached hereto marked as Exhibits B1 and B2; 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 March 21, 2022.
2. To accomplish the desired change in use in the most effective manner, the zoning classifications should be changed to R-12 (Single Family Residential 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 Hawkesberry Drive, Woodruff Drive and Gap Creek Road more particularly identified by the attached City of Greer Map specifying Spartanburg County Parcel Numbers 5-13-00-001.14, 5-13-00-001.01 and 5-14-00-003.01 containing approximately 95.67 +/- acres attached hereto marked as Exhibit A shall be changed from PD (Planned Development) to R-12 (Single Family Residential 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:

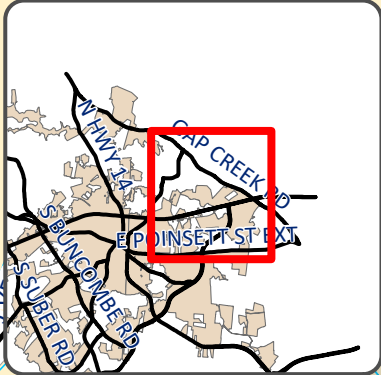
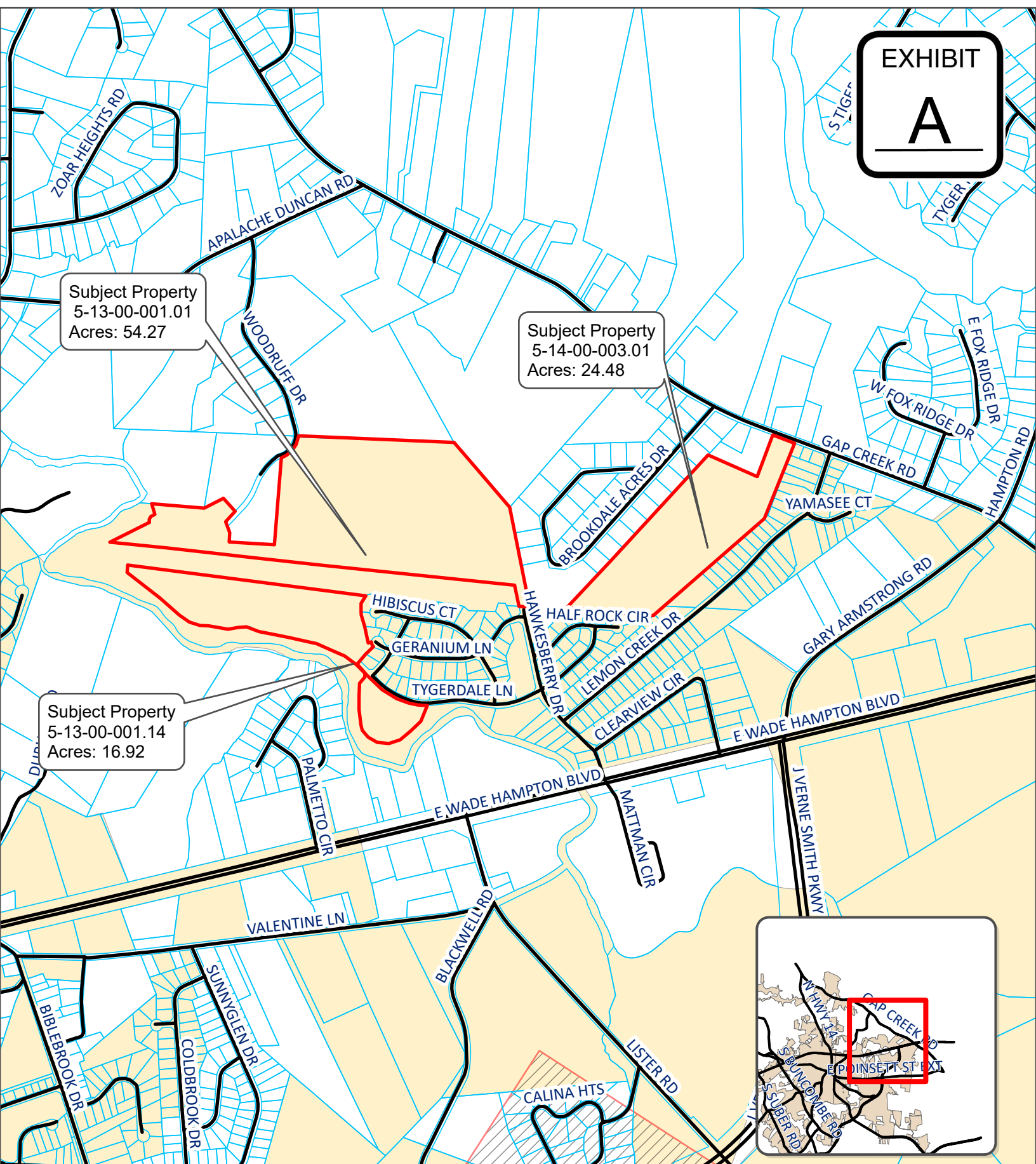
First Reading: April 26, 2022

Second and
Final Reading: May 10, 2022

Approved as to Form:

John B. Duggan, Esquire
City Attorney

EXHIBIT
A



Ordinance 16-2022

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RECORDED
DEED 73-K PG 917 01 FEB 22 AM 11:48

JOHN THOMSON, ARNOLD & THOMSON, P.A.
401 East Washington Street, Suite 1900
Greenville, SC 29601

EMC
SPARTANBURG, S.C.

2001 FEB 22 AM 11:50
DOCUMENTARY STAMPS
~~EXEMPT~~

QUIT CLAIM DEED

STATE OF SOUTH CAROLINA)	Grantee's Address
)	1300 E. WASHINGTON ST.
COUNTY OF SPARTANBURG)	GREENVILLE, S.C. 29607

WHEREAS, on December 8, 1993, a deed was recorded in the Office of the Spartanburg County Register of Deeds in Deed Book 60-U at Page 492 by which Hillandale Investments, a South Carolina General Partnership, intended to convey to the City of Greer certain property near Riverdale Subdivision in Spartanburg County, South Carolina; and

WHEREAS, said deed inadvertently described certain lots located in Riverdale Subdivision which the Grantor did not intend to convey and the Grantee did not intend to receive; and

WHEREAS, subsequent to the recording of the above-referenced deed, Hillandale Investments and its general partners conveyed the remaining portion of its property to L&W, Inc., same as L&W of Greer, Inc., by deeds recorded on December 8, 1993 in Deed Book 60-U at Page 494 and on June 29, 1999 in Deed Book 70-D at Pages 526, 530 and 534; and

WHEREAS, Hillandale Investments has now dissolved said partnership and L&W of Greer, Inc. is its successor in interest to the subject property; and

WHEREAS, the City of Greer and L&W of Greer, Inc. wish to exchange deeds in order to correct the description of property actually conveyed to the City and resolve any concerns regarding record title to said property,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the City of Greer, a municipal body, in consideration of One Dollar (\$1.00) and correction of deed, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto L&W of Greer, Inc. a South Carolina corporation, its successors and assigns, forever, the following described property:

Page 1

111RMC 152 22201H061 \$10.00 +

DEED 73-K PG 918

[SEE EXHIBIT A FOR PROPERTY DESCRIPTION]

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee, and the grantee's heirs, successors and assigns, forever.

WITNESS the grantor's hand and seal this 6th day of FEBRUARY, 2001.

SIGNED, sealed and delivered
in the presence of:

Carole Rasiak
Mary C. Greer

GRANTOR: City of Greer

By: Richard W. Danner (SEAL)
Richard W. Danner
Its: Mayor

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named City of Greer, by its duly authorized officer, sign, seal and as the Grantor's act and deed, deliver the within deed and that (s)he, with other witness subscribed above witnessed the execution thereof.

Carole Rasiak
WITNESS

SWORN to me this 6th
day of FEBRUARY, 2001.

Roxi J. Mott (SEAL)
Notary Public for South Carolina
My commission expires: July 13, 2009

DEED 73-K PG 919

EXHIBIT APROPERTY DESCRIPTION

ALL ITS RIGHT, TITLE AND INTEREST IN AND TO:

ALL that piece, parcel or tract of land situate, lying and being along South Tyger River between Wade Hampton Boulevard (Highway 29) and Gap Creek Road in Spartanburg County, South Carolina, consisting of Lots 1 through 101 as shown on Plat entitled, "Riverdale (Phase 1-5)", dated October 25, 1993, prepared for Hillandale Investments by Site Design, Inc., Surveyors and Engineers, with such metes and bounds and dimensions of the subject property being contained within said plat, a copy of which is incorporated herein as if fully set forth.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and which are of record.

DERIVATION: Deed of Hillandale Investments, a South Carolina General Partnership, recorded December 8, 1993 in Deed Book 60-U at page 492.

TAX MAP NO.: Portion of 5-13-00-001.01, 5-14-00-003.00, 5-14-5-3, 5-14-5-4 and 5-14-5-5.

DEED 73-K PG 920

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 was transferred by City of Greer to L & W of Greer, Inc.
3. Check one of the following: The deed is
 - (A) ☒ SUBJECT to the deed recording fees as a transfer for consideration paid or to be paid in money or money's worth in the amount of \$ 1.00.
 - (B) ☐ SUBJECT to the deed recording fees as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary. The fee is computed on the fair market value of the realty which is _____.
 - (C) ☒ EXEMPT from the deed recording fee because of Exemption Number 12.
(See Exemptions on back)
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as COUNSEL 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,

By: S. Gray Walsh (SEAL)
S. Gray WalshSWORN to before me this 21st
day of February, 2001
Robert H. Harting (SEAL)
Notary Public for SC
My Commission Expires: 02/08

Affix stamp/seal here.

DEED 73-K PG 921

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. 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; (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 & CHPT 11)
- 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); (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 exchanged in order to effect the partition;
- 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 or so as to become a stockholder, partner or trust beneficiary 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, 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, as long as 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. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of them, and the grantor's and grantor's spouse's heirs under a statute of descent and distribution. A "family partnership" or "family trust" also includes charitable entities, other family partnerships and family trusts of the grantor, and charitable remainder and charitable lead trusts, if all the beneficiaries are charitable entities or members of the grantor's family. 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, as long as no consideration 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 executed 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.

EXHIBIT

B-2

NTC

DEED 63 R PG 750

STATE OF SOUTH CAROLINA }
 COUNTY OF Spartanburg }

KNOW ALL MEN BY THESE PRESENTS, that Hillandale Investments, a SC General Partnership

In consideration of \$1.00

Dollars,

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto L & W of Greer, Inc., Its Successors and Assigns forever

ALL that piece, parcel or tract of land in Spartanburg County, South Carolina, containing 21.189 Acres, as shown on plat entitled SUNRIDGE for LW of Greer, made by Thomas Associates, Inc., dated Dec 27, 1995, and recorded in RMC Office Spartanburg County in Plat Book _____, at page _____.

This being portion property conveyed to grantor by Jack Thompson recorded Aug 18, 1992 in Book 59D, page 920.

This conveyance is made subject to any and all existing and recorded easements, rights of way and restrictions affecting subject property.

TM 5 14-00 003.01

RECORDED
 95 DEC 29 PM 2:20
 RMC
 SPARTANBURG, S.C.

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

WITNESS the grantor(s)' hand(s) and seal(s) this 27 day of Dec, 1995 a SC General Hillandale Investments, Partnership (SEAL)

SIGNED, sealed and delivered in the presence of.

By: [Signature] (SEAL)

[Signature] (SEAL)

(SEAL)

STATE OF SOUTH CAROLINA }
 COUNTY OF Greenville }

PROBATE

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

SWORN to before me this 27 day of Dec, 19 95
[Signature] (SEAL)
 Notary Public for South Carolina

My commission expires 11/28/2000

33912275#189 \$10.00M4

RECORDED this _____ day of _____, 19 _____, at _____ M., No. _____

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

PROPERTY REFERENCES:

PARCEL A
OWNER: L & W OF GREER, INC
DEED BOOK 73-K, PAGE 917
PLAT BOOK 148, PAGE 738
TMS#5-13-00-001.14

PARCEL B
OWNER: L & W OF GREER, INC
DEED BOOK 73-K, PAGE 917
PLAT BOOK 148, PAGE 738
TMS#5-13-00-001.14

PARCEL C
OWNER: L & W OF GREER, INC
DEED BOOK 73-K, PAGE 917
PLAT BOOK 47, PAGE 288,289
TMS#5-13-00-001.01

PARCEL D
OWNER: L & W OF GREER, INC
DEED BOOK 63-R, PAGE 750
PLAT BOOK 117, PAGE 663
TMS#5-14-00-003.01

PARCEL E LOT 41
OWNER: L & W OF GREER, INC
DEED BOOK 73-K, PAGE 917
PLAT BOOK 146, PAGE 860
TMS#5-13-00-078.00

PARCEL F LOT 42
OWNER: L & W OF GREER, INC
DEED BOOK 73-K, PAGE 917
PLAT BOOK 146, PAGE 860
TMS#5-13-00-079.00

PARCEL G LOT 43
OWNER: L & W OF GREER, INC
DEED BOOK 73-K, PAGE 917
PLAT BOOK 146, PAGE 860
TMS#5-13-00-080.00

PARCEL H LOT 25
OWNER: L & W OF GREER, INC
DEED BOOK 73-K, PAGE 917
PLAT BOOK 146, PAGE 860
TMS#5-13-00-103.00

PARCEL I LOT 28
OWNER: L & W OF GREER, INC
DEED BOOK 60-U, PAGE 494
PLAT BOOK 129, PAGE 169
TMS#5-14-05-114.00

PARCEL J LOT 27
OWNER: L & W OF GREER, INC
DEED BOOK 95-B, PAGE 645
PLAT BOOK 129, PAGE 169
TMS#5-14-05-113.00

PARCEL K LOT 26
OWNER: L & W OF GREER, INC
DEED BOOK 60-U, PAGE 494
PLAT BOOK 129, PAGE 169
TMS#5-14-05-112.00

PARCEL L P/O LOT 1
OWNER: L & W OF GREER, INC
DEED BOOK 73-K, PAGE 917
PLAT BOOK 44, PAGE 150
TMS#5-14-05-005.00

PARCEL M P/O LOT 39
OWNER: L & W OF GREER, INC
DEED BOOK 73-K, PAGE 917
PLAT BOOK 44, PAGE 150
TMS#5-14-05-004.00

PARCEL N P/O LOT 40
OWNER: L & W OF GREER, INC
DEED BOOK 73-K, PAGE 917
PLAT BOOK 44, PAGE 150
TMS#5-14-05-003.00

PARCEL O
OWNER: L & W OF GREER, INC
DEED BOOK 134-T, PAGE 680
PLAT BOOK 117, PAGE 663
TMS#5-14-00-003.03

PARCEL P
OWNER: L & W OF GREER, INC
DEED BOOK 73-K, PAGE 917
PLAT BOOK 47, PAGE 288,289
TMS#5-13-00-001.01

N/F
DONALD HARRISON Jr.
DB 87C-150
TMS#9-03-00-010.00

N/F
DONALD HARRISON Jr.
DB 87C-150
TMS#9-03-00-010.00

N/F
DUSTIN B HICE
DB 96Y-637
PB 54-434
TMS#5-13-00-001.02

NOTES:
1.) ACCORDING TO FIRM PANEL 45045C00358E WITH AN EFFECTIVE DATE OF AUGUST 18, 2014 AND 45045C00354F WITH AN EFFECTIVE DATE OF MAY 4, 2021 FOR SPARTANBURG COUNTY, SOUTH CAROLINA, A PORTION OF THIS PROPERTY IS LOCATED IN A DESIGNATED FLOOD HAZARD AREA..
2.) THIS SURVEY IS ORIENTED TO THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83/2011. ALL PROPERTY BEARINGS SHOWN ARE BASED ON S.C. GRID NORTH. ALL DISTANCES SHOWN ARE ACTUAL GROUND MEASURED DISTANCES.
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4.) ALL PINS SET #4REBAR UNLESS NOTED OTHERWISE.
5.) PARCEL J AND K PLAT BOOK 129, PAGE 169 SHOWS THE DRAINAGE EASEMENT GOING BEHIND PARCEL K THEN TO STREAM CUT DRIVE, FIELD LOCATIONS AS SHOWN THE PIPE ACTUALLY RUNS THE SIDE LINE IN BETWEEN PARCEL J AND K.
6.) PARCEL AREAS INCLUDE ANY AND ALL RIGHT-OF-WAYS AND EASEMENTS

NOTICE:
PURSUANT TO THE PROVISIONS OF SC CODE OF LAWS, SECTION40-22-270(3), THIS PLAN, SPECIFICATION, OR PLAT SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE AND DATE AFFIXED. FURTHERMORE, IF THIS PLAN, SPECIFICATION OR PLAT DOES NOT HAVE A SEAL THAT IS SIGNED AND DATED, IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A PRELIMINARY STUDY DRAWING AND WILL BE CONSIDERED A WORK IN PROGRESS.



THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE 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.

SHEET 1
MATCHLINE
SHEET 4

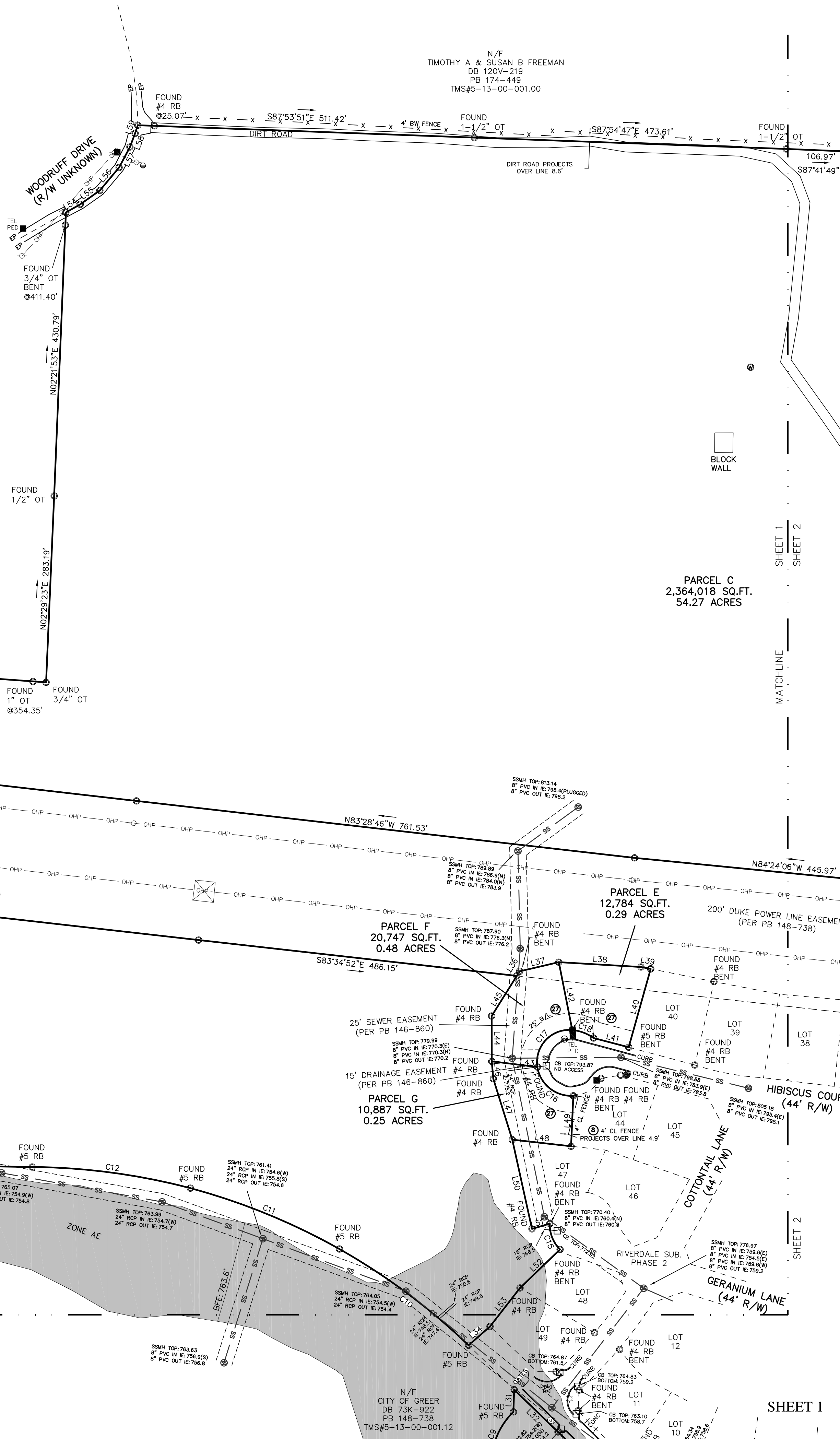
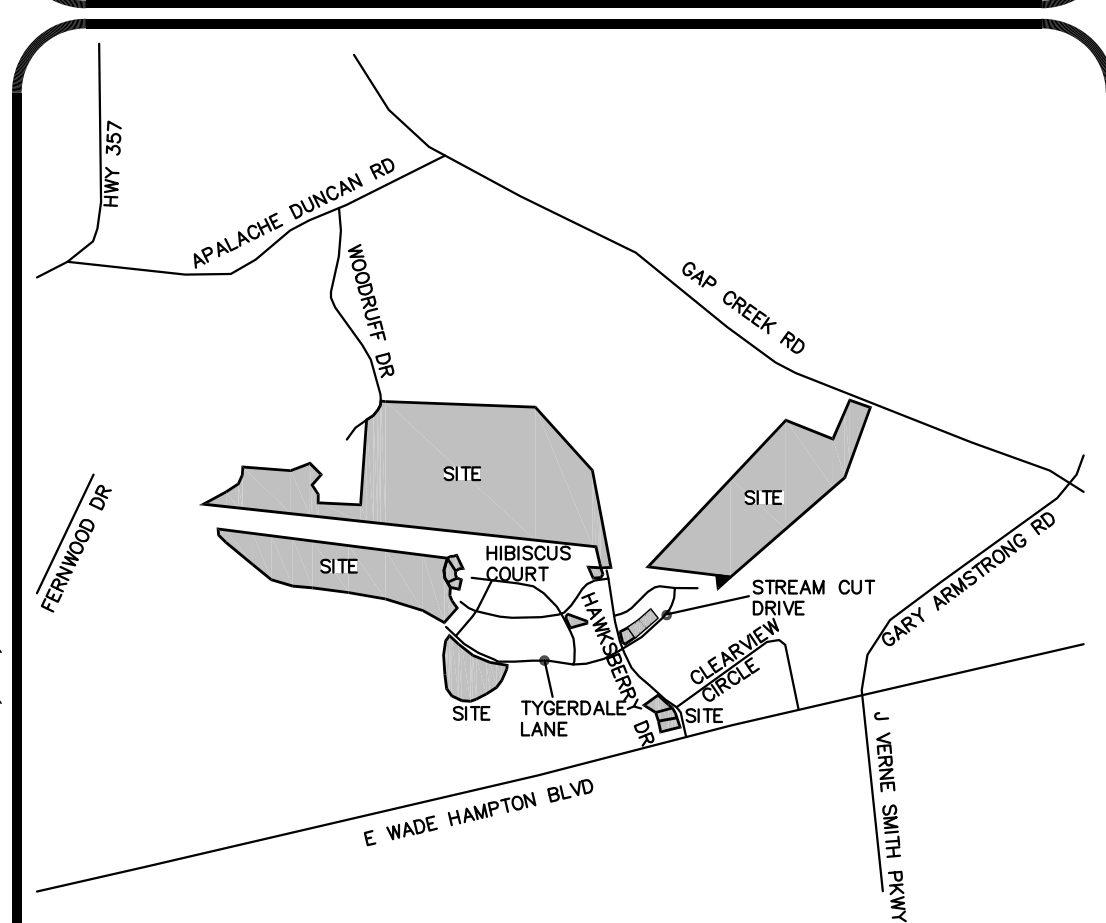
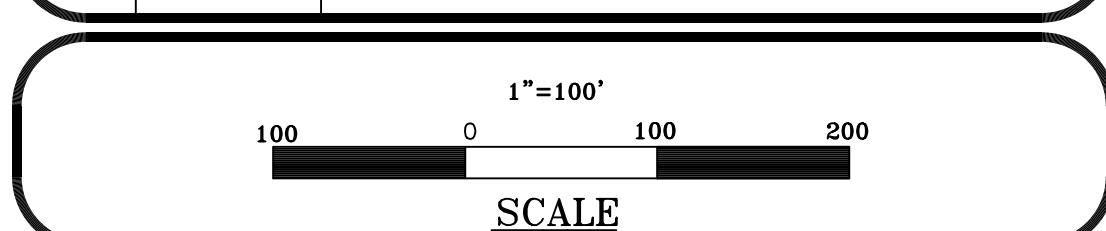


EXHIBIT
C

3D LAND SURVEYING
P.O. BOX 8494 GREENVILLE, SC 29604
(864) 272-0274 info@3dis.net



LOCATION MAP		
NOT TO SCALE		
DRAWN BY: JUSTIN	DATE: 4-11-22	DEED BOOK SEE NOTES
CHK'D BY: DMM	DATE: 4-11-22	PLAT BOOK: SEE NOTES
FIELD CREW: JT/JS/JH	DATE: 4-11-22	3DLS PROJECT# 3D-220033
TAX MAP# SEE NOTES		
REVISIONS		
REV#	DATE:	DESCRIPTION



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

ALTA/NSPS SURVEY FOR

PULTE HOME
COMPANY, LLC

GAP CREEK ROAD, GREER 29651
SPARTANBURG COUNTY, SOUTH CAROLINA

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

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NOTES:

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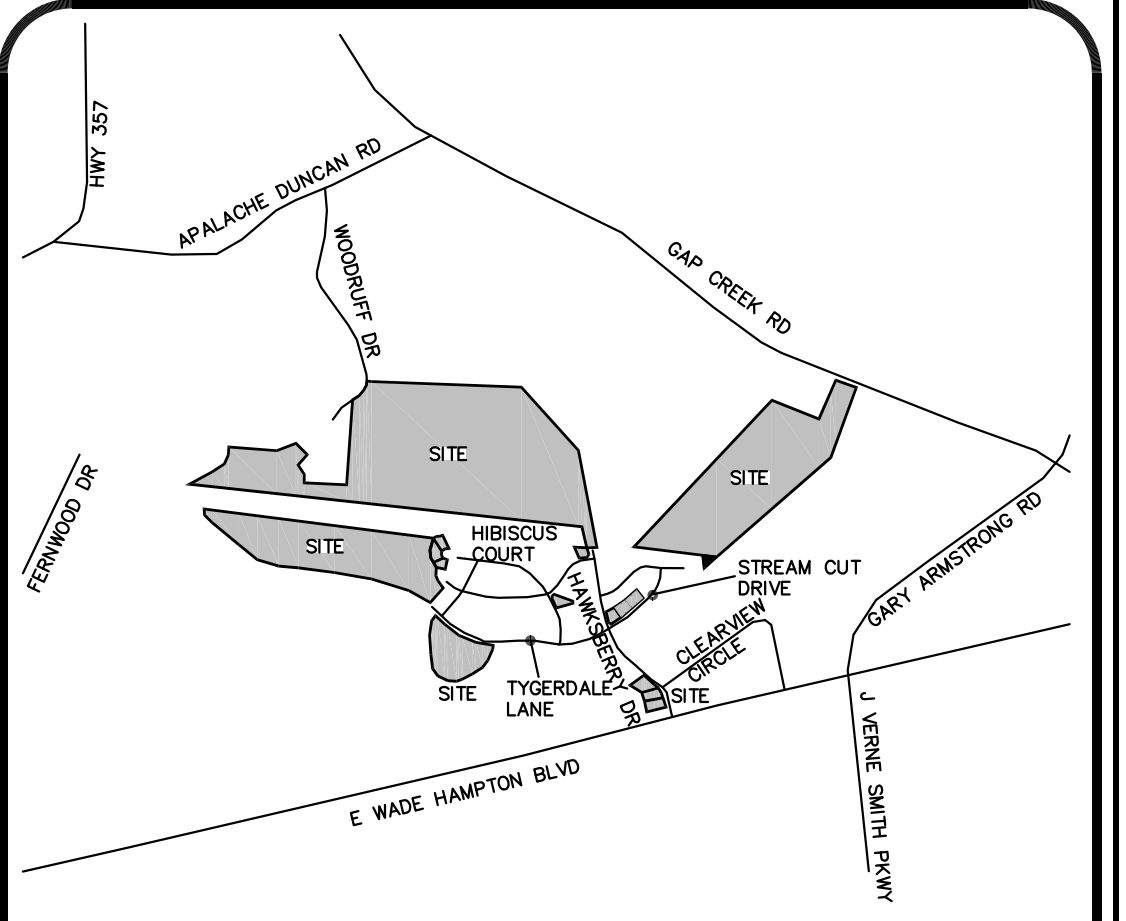
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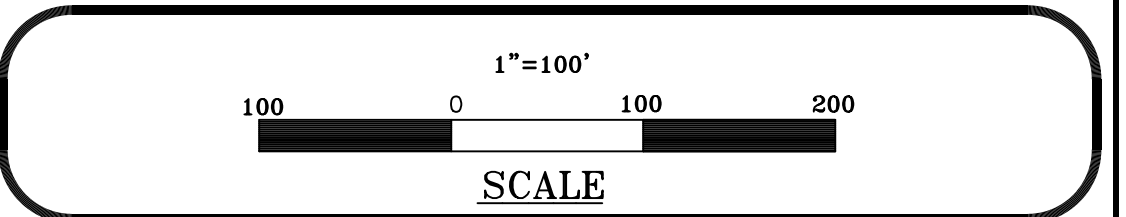
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DRAWN BY:	DATE:	DEED BOOK:
JUSTIN	4-11-22	SEE NOTES
CHECKED BY:	DATE:	PLAT BOOK:
DMM	4-11-22	SEE NOTES
FIELD CREW:	DATE:	3DLS PROJECT#
JT/JS/JH	4-11-22	3D-220033

TAX MAP#		
SEE NOTES		
REVISIONS		
REV#	DATE:	DESCRIPTION



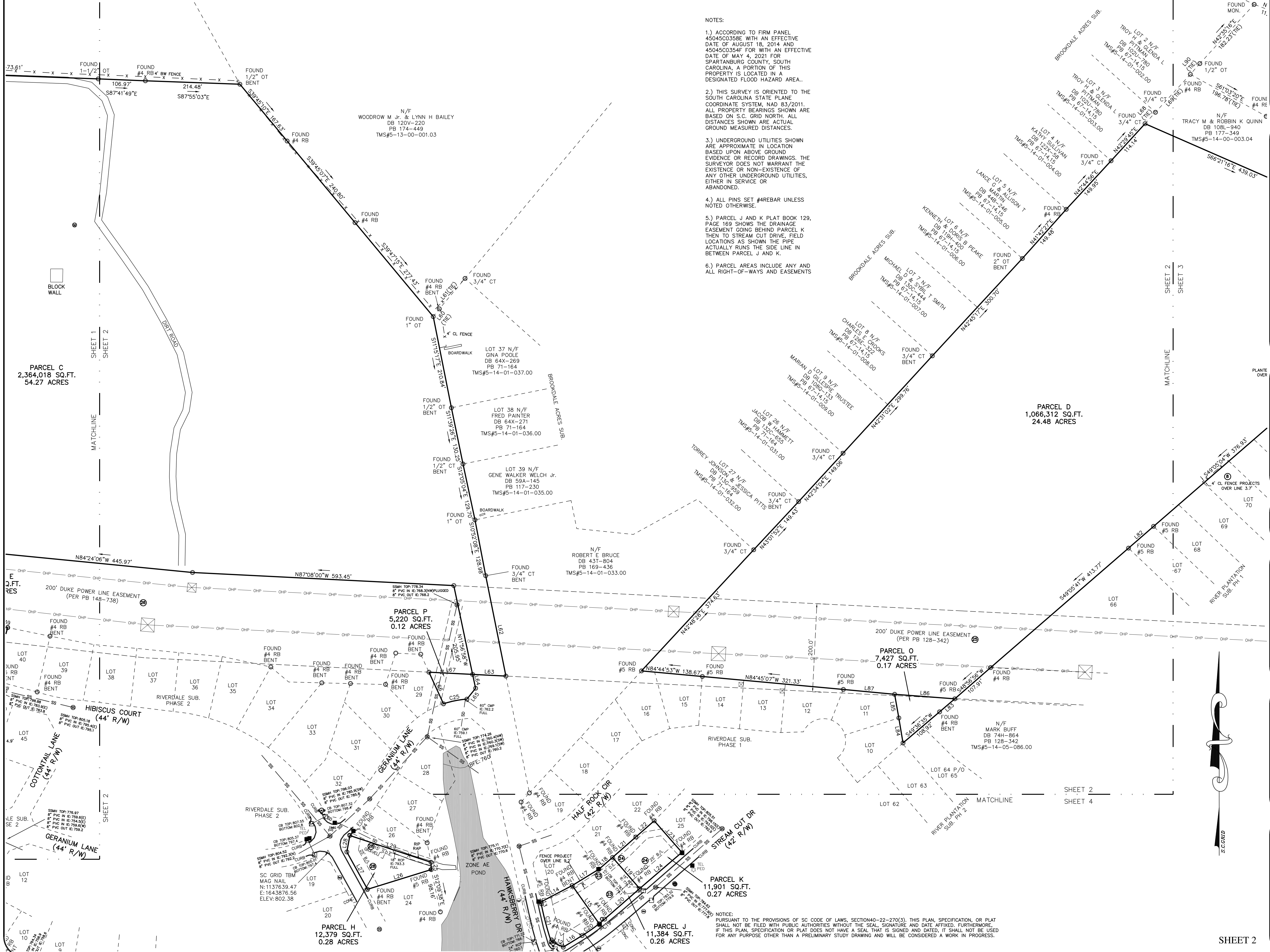
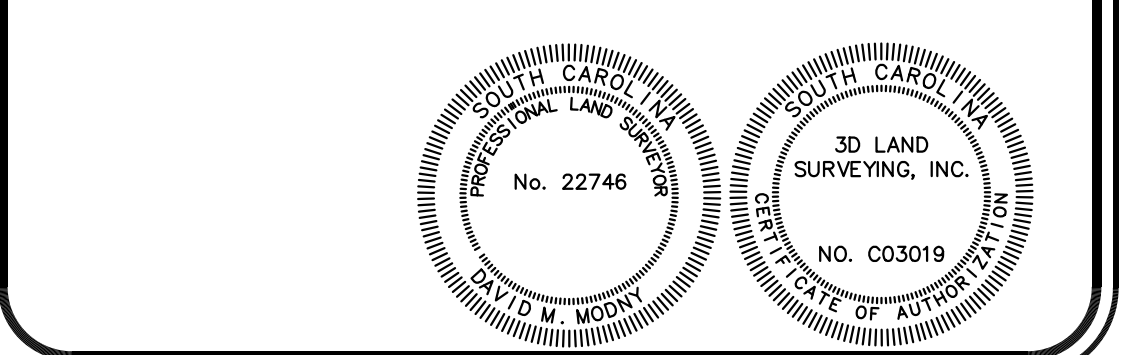
LEGEND	
CT CRIMP TOP	GV GAS VALVE
EP EDGE OF PAVEMENT	LP LIGHT POLE
SR SOLID ROD	MHSD MANHOLE (SD)
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ALTA/NSPS SURVEY FOR

PULTE HOME COMPANY, LLC

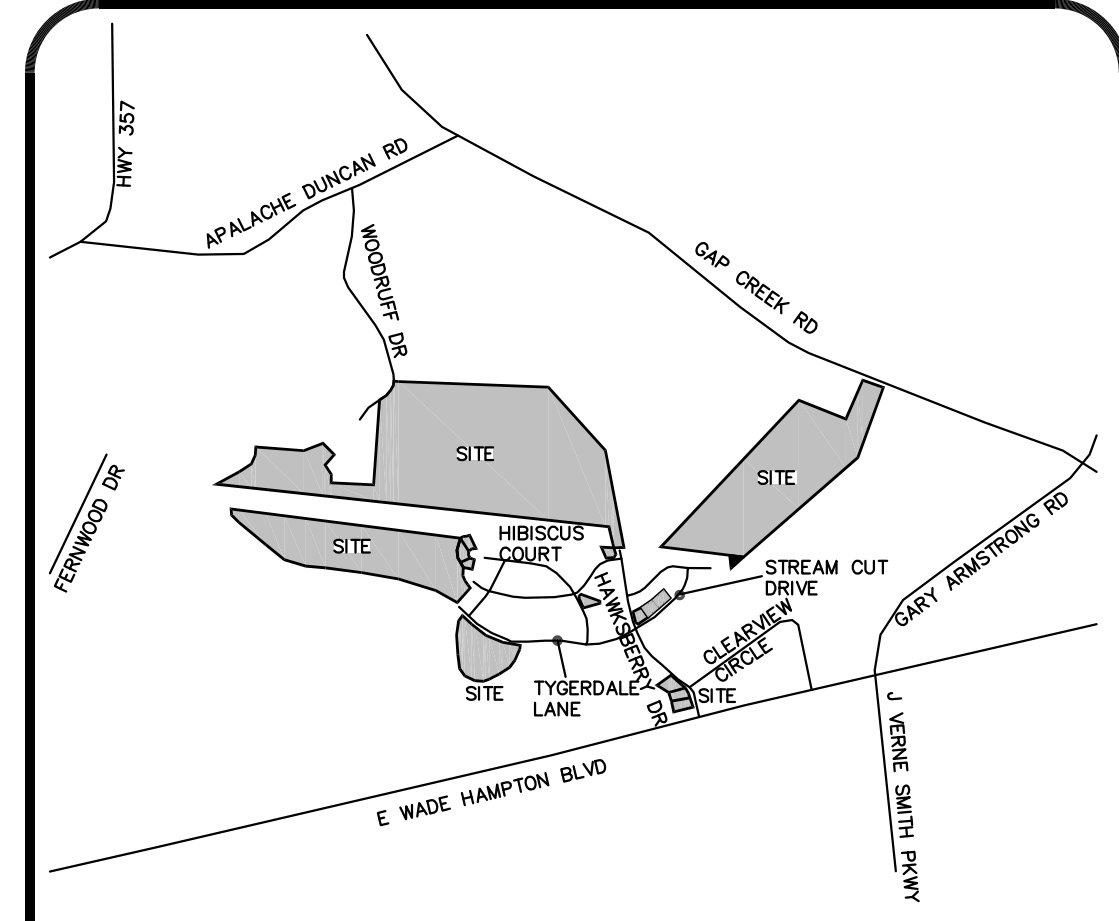
GAP CREEK ROAD, GREER 29651
SPARTANBURG COUNTY, SOUTH CAROLINA

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LINE	BEARING	DISTANCE
1	S 76°24'19" N	117.41
2	N 62°33'18" E	6.00
3	N 08°22'15" E	10.00
4	N 76°30'51" E	94.02
5	S 24°08'50" E	43.64
6	N 08°22'15" E	10.00
7	N 76°24'20" E	58.22
8	N 08°12'09" E	6.50
9	N 52°31'34" E	121.74
10	N 08°22'15" E	10.00
11	S 48°26'42" E	25.68
12	S 65°08'45" E	30.08
13	S 24°20'01" E	10.00
14	N 62°33'18" E	30.30
15	N 35°09'18" E	105.97
16	S 58°35'35" E	50.07
17	N 08°22'15" E	10.00
18	N 45°05'11" E	40.71
19	N 40°11'48" E	93.72
20	N 45°05'11" E	105.47
21	S 48°26'42" E	25.68
22	N 44°36'30" E	55.63
23	N 44°36'30" E	95.28
24	N 08°22'15" E	12.12
25	S 01°06'00" E	16.56
26	S 72°48'24" E	151.26
27	S 28°58'29" E	96.85
28	N 08°22'15" E	10.00
29	N 74°44'54" E	193.89
30	S 40°01'43" E	34.09
31	S 50°1'26" E	73.33
32	N 08°22'15" E	10.00
33	S 46°01'31" E	92.46
34	S 54°05'53" E	73.89
35	N 44°36'30" E	45.33
36	N 44°36'30" E	45.33
37	N 08°22'15" E	10.00
38	S 32°04'51" E	8.08
39	S 76°48'19" E	61.08
40	N 68°38'01" E	124.98
41	N 08°22'15" E	10.00
42	N 15°40'49" E	123.63
43	S 75°17'14" E	55.13
44	N 08°22'15" E	10.00
45	S 82°58'28" E	69.89
46	N 00°08'59" E	68.89
47	S 52°04'51" E	71.91
48	N 08°22'15" E	10.00
49	S 71°18'50" E	96.92
50	S 83°56'33" E	89.81
51	N 08°22'15" E	76.73
52	N 28°28'05" E	76.73
53	S 17°33'38" E	28.16
54	S 54°05'53" E	84.33
55	S 53°59'27" E	45.45
56	S 53°59'27" E	45.45
57	S 54°05'53" E	24.99
58	N 54°39'14" E	36.59
59	S 53°59'27" E	45.45
60	S 53°59'27" E	45.45
61	N 40°11'09" E	90.38
62	S 11°12'40" E	23.29
63	N 88°06'14" E	75.64
64	N 08°22'15" E	10.00
65	S 38°41'11" E	31.56
66	S 24°01'45" E	79.97
67	S 58°70'61" E	98.72
68	N 08°22'15" E	99.92
69	S 42°36'59" E	116.95
70	S 02°01'00" E	105.06
71	N 08°22'15" E	10.00
72	S 20°16'54" E	75.00
73	S 20°11'22" E	74.88
74	S 20°08'17" E	74.88
75	S 20°16'54" E	70.37
76	S 20°18'03" E	71.42
77	S 20°14'16" E	80.14
78	S 20°18'03" E	71.42
79	S 45°53'36" E	70.67
80	S 49°14'37" E	75.12
81	S 49°06'15" E	75.35
82	S 49°06'15" E	75.35
83	S 49°24'32" E	75.40
84	N 09°30'39" E	95.47
85	N 09°05'50" E	54.53
86	N 09°05'50" E	54.53
87	N 84°35'21" E	116.78
88	S 69°42'40" E	79.14
89	S 69°42'40" E	79.14
90	N 41°11'17" E	32.56



NOT TO SCALE

TAX MAP# SEE NOTES		
REVISIONS		
REV#	DATE:	DESCRIPTION

ALTA/ NSPS SURVEY FOR

GAP CREEK ROAD, GREER 29651
SPARTANBURG COUNTY, SOUTH CAROLINA

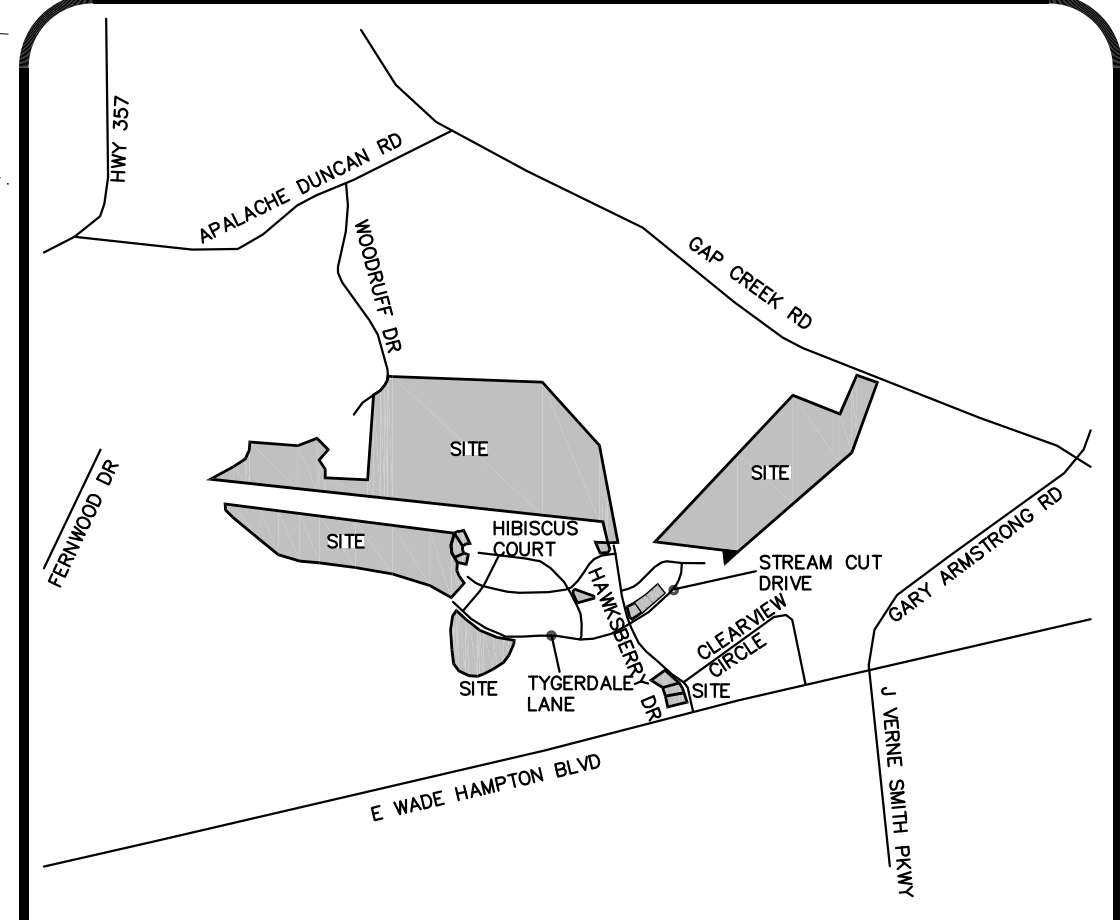
The image contains two circular professional seals for South Carolina. The left seal is for David M. Woody, Professional Land Surveyor, No. 22746. The right seal is for 3D Land Surveying, Inc., No. C03019, and is a Certified State of Author.

SHEET 3



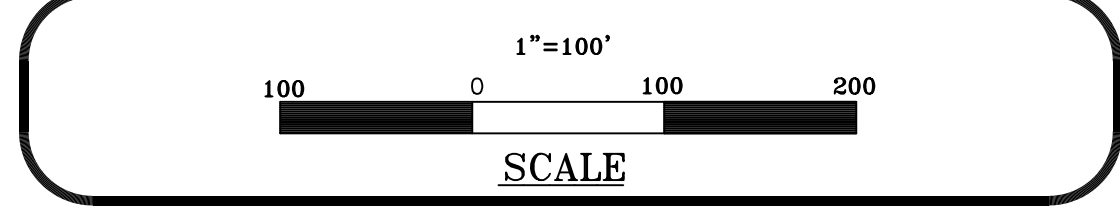
3D LAND SURVEYING

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



DRAWN BY: JUSTIN	DATE: 4-11-22	DEED BOOK SEE NOTES
CHWD BY: DMM	DATE: 4-11-22	PLAT BOOK: SEE NOTES
FIELD CREW: JT/JS/JH	DATE: 4-11-22	3DLS PROJECT# 3D-220033

REVISIONS		
REV#	DATE	DESCRIPTION



LEGEND	
CT CRIMP TOP	GV GAS VALVE
EP EDGE OF PAVEMENT	LP LIGHT POLE
SR SOLID ROD	MHSD MANHOLE (SD)
N&C NAIL & CAP	MHSS MANHOLE (SS)
OT OPEN TOP	PP POWER POLE
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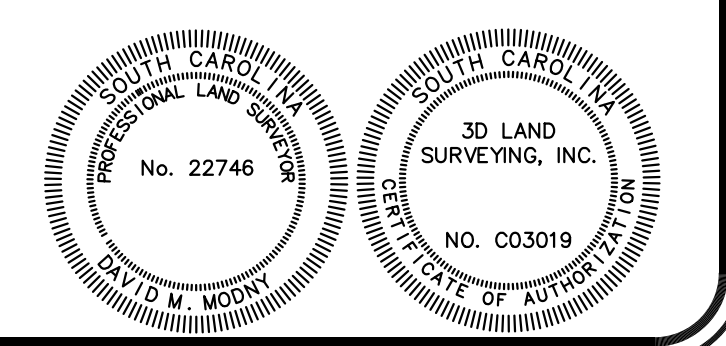
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ALTA/NSPS SURVEY FOR

PULTE HOME COMPANY, LLC

GAP CREEK ROAD, GREER 29651
SPARTANBURG COUNTY, SOUTH CAROLINA

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ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)

Date 2/23/22

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

Tax Map Number(s) 5-13-00-001.14, 5-13-00-001.01, & 5-14-00-003.01
Property Address(s) E. Wade Hampton Boulevard & Gap Creek Rd.
Acreage of Properties ± 93.09 Ac County Spartanburg

Applicant Information

Name L & W of Greer, Inc.
Address 100 James Way
Easley, SC 29642
Contact Number _____
Email _____

Property Owner Information

(If multiple owners, see back of sheet)

Name L & W of Greer Inc.
Address 100 James Way
Easley, SC 29642
Contact Number _____
Email _____

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

The applicant hereby requests that the property described be zoned *(in the case of Annexation)* or rezoned from PD-R to R-12.

Existing Use: Vacant Proposed Use: Residential Subdivision

Signature(s) [Signature]
Authorized Signatory

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

OFFICE USE ONLY

Date Filed _____

Case No. _____

Meeting Date _____

See Reverse

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

DOCKET: RZ 22-03

APPLICANT: Bluewater Civil Design

PROPERTY LOCATION: Riverdale Subdivision and Gap Creek Rd

TAX MAP NUMBER: 5-13-00-001.14, 5-13-00-001.01 & 5-14-00-003.01

EXISTING ZONING: PD-R, Planned Development Residential

REQUEST: Rezone to R-12, Single-family Residential

SIZE: 93.09 acres

COMPREHENSIVE PLAN: Traditional Neighborhood Community

ANALYSIS: **RZ 22-03**

RZ 22-03 is a rezoning request for several parcels located in and adjacent to the Riverdale Subdivision. The request is to rezone the properties from PD-R, Planned Development Residential to R-12, Single-family Residential for future single family residences.

Surrounding land uses and zoning include:

North:	Unzoned Spartanburg County, Residences with some commercial uses
East:	Unzoned Spartanburg County, Residences
South:	Unzoned Spartanburg County Residences and Commercial and R-7.5, Single Family Residential (Residences) City of Greer
West:	Unzoned Spartanburg County (Residences) and R-12, Single Family Residential (Residences) – City of Greer

The Future Land Use Map in the Comprehensive Plan defines this area as a Traditional Neighborhood. Traditional Neighborhoods surround Downtown Greer and are generally more directly connected to it. Key features include an interconnected street grid and a mix of housing types. This area offers opportunity to infill around the existing mixture of residential, commercial, and institutional uses. Building types could include single-family homes, fourplexes, small-scale apartment buildings, attached townhomes, and neighborhood-scale retail. Single-lot infill development should be of a compatible scale and character with surrounding homes.

Primary Uses: Single-family attached and detached residential, multiplexes, townhomes, parks

Secondary Uses: Apartment/condominium buildings, accessory dwelling units, civic and institutional facilities, small-scale commercial uses

This property was originally zoned as a Planned Development back in 1995. Staff is unable to find a Statement of Intent or a development plan in records for this project; however minutes from the Planning Commission meeting mentions 284 single-family lots and 392 multi-family units, not to exceed 676 lots/units. The applicant is proposing to finish out the remainder of the property with single-family detached, which will be set up under a different HOA than the existing homes. The request is compatible with the surrounding land uses, zoning in the area and with the Comprehensive Plan; therefore staff supports the request for R-12, Single-family Residential zoning.

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION:

There were several public hearing speakers for this case. They relayed concerns with traffic, emergency services and environmental concerns, including land and potential for endangered species. The applicant let Planning Commission know that an environmental study had been conducted.

Action: Mr. Lavender motioned for approval. Ms. Jones seconded the approval. The motion passed with a vote of 4-0.



AGENDA
GREER CITY COUNCIL
4/26/2022

First Reading of Ordinance Number 20-2022

Summary:

AN ORDINANCE APPROVING A MAJOR CHANGE TO A DESIGN REVIEW DISTRICT (DRD) OF CERTAIN REAL PROPERTY IN THE CITY OF GREER RELATED TO THE GILBERT ST TOWNHOMES DEVELOPMENT (Action Required)

Executive Summary:

Ordinance 22-2022 is a DRD, Design Review District Major Change request for a townhome development on Gilbert St. The original rezoning was approved in 2018 and allowed for up to eight single-family attached units. The applicant is requesting to change the building type to single-family detached, with up to six units. The Planning Commission conducted a public hearing on April 18, 2022 for the DRD Major Change request and made a recommendation of approval.

Ashley Kaade, Senior Planner

ATTACHMENTS:

Description	Upload Date	Type
❑ Cover Memo	4/21/2022	Cover Memo
❑ Ordinance Number 20-2022	4/21/2022	Ordinance
❑ Ord 20-2022 Exhibit E Updated Statement of Intent	4/21/2022	Exhibit
❑ Ord 20-2022 Exhibit F Updated Site Plan	4/21/2022	Exhibit
❑ Ord 20-2022 Application	4/21/2022	Backup Material
❑ Ord 20-2022 Planning Commission Minutes	4/21/2022	Backup Material

Memorandum

To: Mr. Andrew Merriman, City Administrator

From: Ashley Kaade, AICP, Senior Planner

Subject: Ordinance 20-2022

Date: April 19, 2022

CC: Tammy Duncan, City Clerk

Ordinance 22-2022 is a DRD, Design Review District Major Change request for a townhome development on Gilbert St. The original rezoning was approved in 2018 and allowed for up to eight single-family attached units. The applicant is requesting to change the building type to single-family detached, with up to six units.

The Planning Commission conducted a public hearing on April 18, 2022 for the DRD Major Change request and made a recommendation of approval.

ORDINANCE NUMBER 20-2022

AN ORDINANCE APPROVING A MAJOR CHANGE TO A DESIGN REVIEW DISTRICT (DRD) OF CERTAIN REAL PROPERTY IN THE CITY OF GREER RELATED TO THE GILBERT ST TOWNHOMES DEVELOPMENT

WHEREAS, William D. Grady is the owner of properties located on Gilbert St, identified as Spartanburg County Parcel Numbers 9-03-14-231.00 and 9-03-14-356.00 containing approximately .57 acres; and,

WHEREAS, the properties are within a Design Review District (DRD) and governed by Article 5:19 of the City of Greer's Zoning Ordinance; and,

WHEREAS, the City of Greer previously approved the rezoning of the parcels along Gilbert St, which was for the development of approximately eight single-family attached townhomes. The Owner now desires to develop up to six single-family detached units on lots that are less than 5,000 square feet, more particularly described in the Statement of Intent hereto marked as Exhibit E and the Site Plan hereto marked as Exhibit G; and,

WHEREAS, pursuant to Article 5:19.9(5), any change which the Zoning Administrator determines would significantly alter the basic concept and general characteristics of the DRD district is a "Major Change" that must be approved according to the procedures set forth in Article 5:19.9; and,

WHEREAS, on April 18, 2022 the Greer Planning Commission held a public hearing and made a recommendation to Greer City Council to approve the major change request as sought by the Owner; and,

WHEREAS, the Mayor and City Council find that it is in the best interest of the City of Greer to approve the requested changes to the DRD zoning.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Greer, South Carolina that the DRD zoning of the property is modified to amend the Statement of Intent and the Site Plan from the original submitted DRD rezoning.

This ordinance shall be effective immediately upon second reading approval.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by:

First Reading: April 26, 2022

Second and
Final Reading: May 10, 2022

Approved as to form:

Daniel R. Hughes, Esquire
City Attorney



RUTHIE HELMS

BUILDING & DEVELOPMENT STANDARD

C/O CITY OF GREER

301 E POINSETT ST

GREER, SC 29651

RE: GRADY'S MANOR

124 GILBERT ST

GREER , SC

We submit for review the following proposed project to be developed on Gilbert Street, Greer, SC

The project will consist of the following (6) 3Br/2bath single family dwelling, 1183 sq ft each dwelling.

Each dwelling will consist of a kitchen ,dining area, laundry room and a garage.

(1) Proposed Site Amenities

Mano Slab Foundation

Concrete Driveway to fit two cars

(2) Exterior Finishes

2 x 4 Framing on walls

Roof Trusses

Architectural Shingles on Roof-30 Year

Siding on Exterior Walls

Manufactured Stone on the front of the house

Gutters and Downspouts

Garage Door 7x8 ft.

(3) Interior Finishes

Insulation to meet code

Drywall on the walls

Vinyl flooring throughout whole house

1 x 6 trim base

White Cabinets with black knobs

Interior paint- All white

Master Bedroom shower-Tile on walls

Appliances- Microwave, Dishwasher, Range (Whirlpool)

Blow-in Insulation

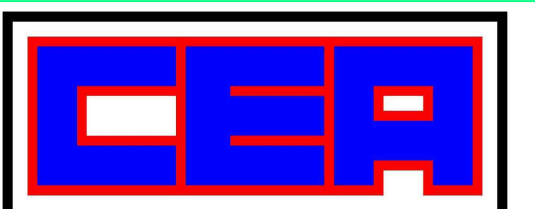
(4) Landscaping

All sod, 6 bushes included in front of house, 2 tons of black mulch



Addendum:

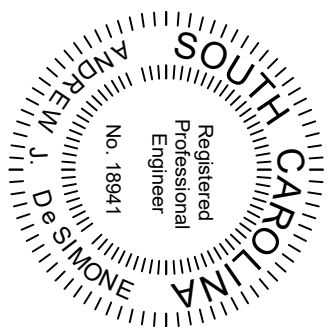

Setbacks Front - 20', Sides and Rear 5'



8328 HIGHWAY 9
INMAN, SC 29349

constructionengineeringassoc@gmail.com

Plot Date: March 15, 2022





Planning & Zoning Development Project Application

(Refer to the Fee Schedule at www.cityofgreer.org for applicable project submittal fees)

Project Type: ☐ Preliminary Plat* ☒ Final Development Plan* ☐ Summary Plat*
☐ Commercial Site Plan* ☒ Major/Minor Revision* (circle one) ☐ Final Plat

(*These projects may be required to attend a PAC Meeting)

Project Name: Gilbert St DRD Phase or Section: _____

Type of Development: Residential / Commercial / Mixed-Use

Tax Map Number(s): 9-03-14-231.00, 9-03-14-356.00

Project Address: 124 Gilbert St Current Zoning: DRD

Fill out appropriate information based on type of project:

Number of Lot or Units: 6 SF detached Total Acreage: _____ Miles of New Rd: _____

Proposed Roadway: (circle one) Public / Private / Both

Contact Information

Applicant: ☒ Owner ☐ Developer ☐ Engineer ☐ Surveyor ☐ Agent ☐ Person(s) Contracting for Sale

Applicant: William D Grady Contact Number: _____

Address: 413 Sunnyside Dr City: Greer State: SC Zip: 29651

Email: _____

Owner: _____ Contact Number: _____

Email: _____

Engineer: _____ Contact Number: _____

Email: _____

Surveyor: _____ Contact Number: _____

Email: _____

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

Yes ☐ No ☒

Applicant Signature: W. D. Grady Date: 3/1/22

Print: W. D. Grady

ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, April 18, 2022

DOCKET: FDP 22-02

APPLICANT: William Grady

PROPERTY LOCATION: 124 Gilbert St, Gilbert St

TAX MAP NUMBER: 9-03-14-231.00 and 9-03-14-356.00

EXISTING ZONING: DRD, Design Review District

REQUEST: Major Change

SIZE: Approx. .57 acres

COMPREHENSIVE PLAN: Traditional Neighborhood Community

ANALYSIS: **FDP 22-02**

FDP 22-02 is a request for a major change to a DRD, Design Review District originally approved in 2018. The approved site plan included three sets of townhomes with up to eight units. The major change proposes six small single-family detached lots.

The homes will be 1,183 with 3bd/2ba and have a minimum of one-car garage. Building materials will include manufactured stone accents on the front façade.

Surrounding land uses and zoning include:

North:	RM-1, Multi-family Residential, Single-family residences
East:	RM-1, Multi-family Residential, Vacant
South:	RM-1, Multi-family Residential, Single-family residences
West:	RM-1, Multi-family Residential, apartments

The Future Land Use Map in the Comprehensive Plan defines this area as a Traditional Neighborhood. Traditional Neighborhoods surround Downtown Greer and are generally more directly connected to it. Key features include an interconnected street grid and a mix of housing types. This area offers opportunity to infill around the existing mixture of residential, commercial, and institutional uses. Building types could include single-family homes, fourplexes, small-scale apartment buildings, attached townhomes, and neighborhood-scale retail. Single-lot infill development should be of a compatible scale and character with surrounding homes.

- **Primary Uses:** Single-family attached and detached residential, multiplexes, townhomes, parks
- **Secondary Uses:** Apartment/condominium buildings, accessory dwelling units, civic and institutional facilities, small-scale commercial uses

Given the existing multi-family zoning on adjacent parcels and existing higher density uses adjacent to the project, smaller lots with increased density is appropriate; therefore, staff supports the request.

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION:

Mr. Lamb asked if the homes were going to have a single or double car garage. The applicant informed the commission that the homes will have a single car garage with a parking pad that will accommodate two additional cars.

Mr. Lavender asked the applicant if the homes were going to be one- or two-story. The applicant informed the commission that the homes would be one-story.

Mr. Holland asked the applicant when they were planning to start the project. The applicant informed the commission that they hope to get started in the summer.

ACTION – Mr. Jones made a motion to approve FDP 22-02. Mr. Lamb seconded the motion. The motion carried with a vote of 7 to 0. The motion passed.



AGENDA
GREER CITY COUNCIL
4/26/2022

First Reading of Ordinance Number 21-2022

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY BRIAN FOWLER AND GREGORY TAYLOR LOCATED ON NORTH MAIN STREET FROM RM-1 (RESIDENTIAL MULTI-FAMILY DISTRICT) TO R-5 (GARDEN COURT OR PATIO HOME DISTRICT). (Action Required)

Executive Summary:

Ordinance #21-2022 is a rezoning request for three parcels, totaling approximately 0.81 acres, located at the intersection of N Main St and Wildwood Dr. The request is to rezone the properties from RM-1, Multi-family Residential to R-5, Garden House or Patio Home. The applicant intends to subdivide up to six single-family detached lots. The Planning Commission conducted a public hearing on April 18, 2022 for the rezoning of these parcels and recommended approval.

Ashley Kaade, Senior Planner

ATTACHMENTS:

Description	Upload Date	Type
▣ Cover Memo	4/20/2022	Cover Memo
▣ Ordinance Number 21-2022	4/20/2022	Ordinance
▣ Ord 21-2022 Exhibit A Map	4/20/2022	Exhibit
▣ Ord 21-2022 Exhibit B Title to Real Estate	4/20/2022	Exhibit
▣ Ord 21-2022 Exhibit C Survey	4/20/2022	Exhibit
▣ Ord 21-2022 Rezoning Application	4/20/2022	Backup Material
▣ Ord 21-2022 Planning Commission Minutes	4/20/2022	Backup Material

Memorandum

To: Mr. Andrew Merriman, City Administrator

From: Ashley Kaade, AICP, Senior Planner

Subject: Ordinance #21-2022

Date: April 19, 2022

CC: Tammy Duncan, Clerk to City Council

Ordinance #21-2022 is a rezoning request for three parcels, totaling approximately 0.81 acres, located at the intersection of N Main St and Wildwood Dr. The request is to rezone the properties from RM-1, Multi-family Residential to R-5, Garden House or Patio Home. The applicant intends to subdivide up to six single-family detached lots.

The Planning Commission conducted a public hearing on April 18, 2022 for the rezoning of these parcels and recommended approval.

ORDINANCE NUMBER 21-2022

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY BRIAN FOWLER AND GREGORY TAYLOR LOCATED ON NORTH MAIN STREET FROM RM-1 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO R-5 (GARDEN COURT OR PATIO HOME DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to certain properties owned by Brian Fowler and Gregory Taylor located on North Main Street and more clearly identified by the attached City of Greer Map specifying Greenville County Parcel Numbers G016000100700, G016000100800 and G016000100900 containing approximately 0.81 +/- acres attached hereto marked as Exhibit A, the Title to Real Estate attached hereto marked as Exhibit B; and the Survey attached hereto marked at Exhibit C.

1. The owners desire to change the zoning classification of their properties and have shown the need for such use to the Greer Planning Commission at a public hearing held on April 18, 2022.
2. To accomplish the desired change in use in the most effective manner, the zoning classifications should be changed to R-5 (Garden Court or Patio Home 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 North Main Street more particularly identified by the attached City of Greer Map specifying Greenville County Parcel Numbers G016000100700, G016000100800 and G016000100900 containing approximately 0.81 +/- acres attached hereto marked as Exhibit A shall be changed from RM-1 (Multi-Family Residential District) to R-5 (Garden Court or Patio Home 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

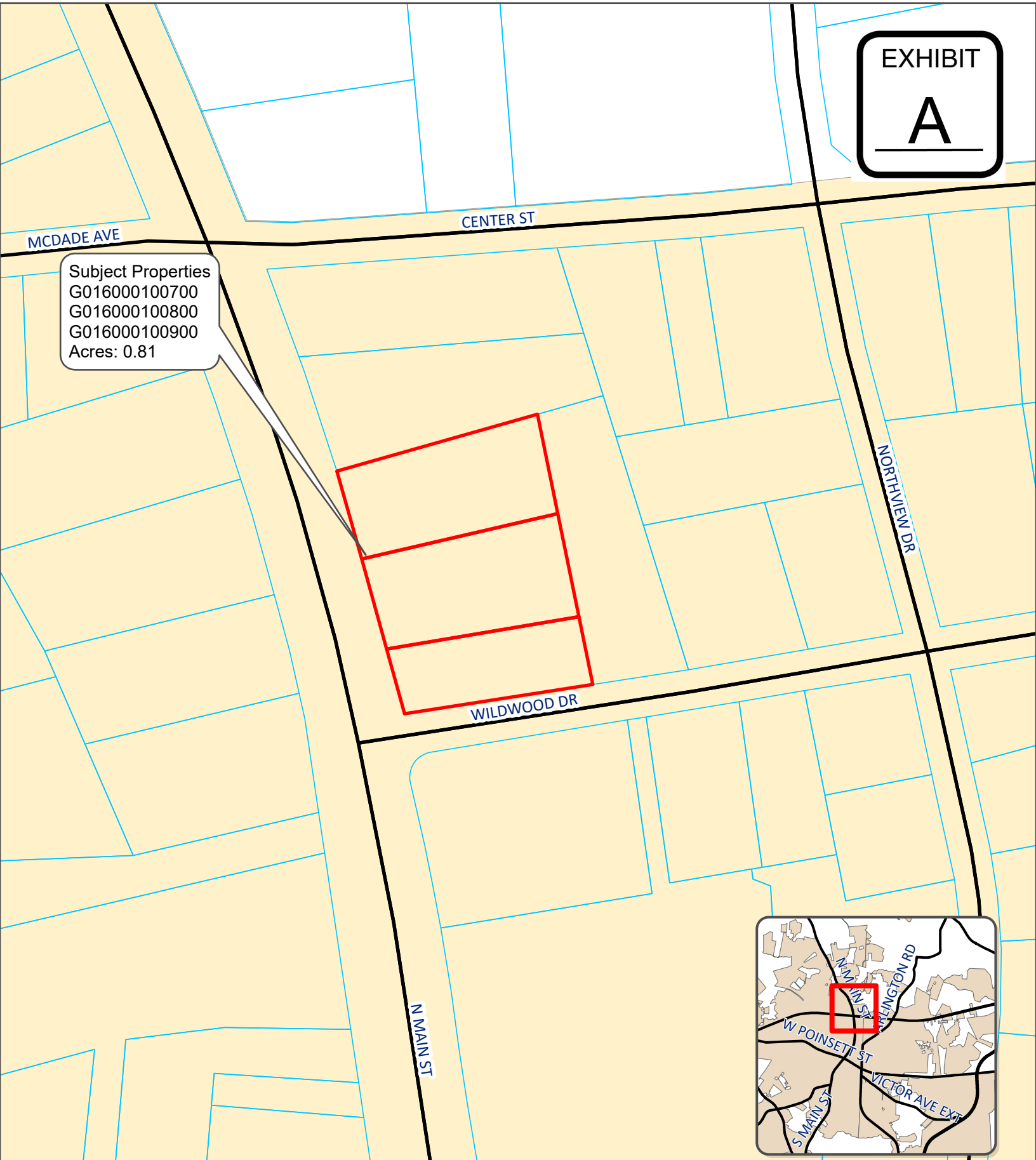
Introduced by:

First Reading: April 26, 2022

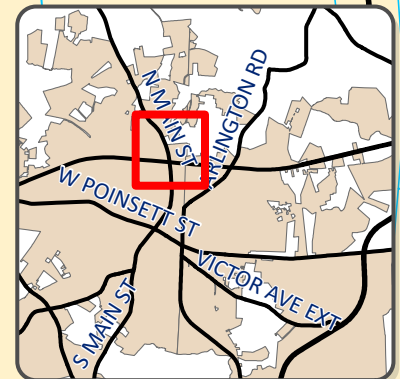
Second and
Final Reading: May 10, 2022

Approved as to Form:

John B. Duggan, Esquire
City Attorney

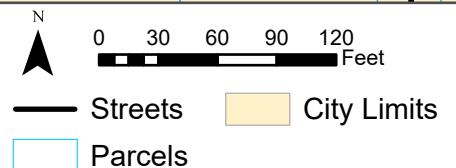


Subject Properties
G016000100700
G016000100800
G016000100900
Acres: 0.81



Ordinance 21-2022

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.



Hammond Law, LLC
410 E. Butler Road, Suite E
Mauldin, SC 29662
864-373-9154



202112051

DEED Book: DE 2644 Page: 1604 - 1606

December 21, 2021 10:24:22 AM Cons: \$260,000.00

Rec: \$15.00 Cnty Tax: \$286.00 State Tax: \$676.00

E-FILED IN GREENVILLE COUNTY, SC

Timothy J. Hammy

EXHIBIT

B

State of South Carolina

Title to Real Estate

County of Greenville

KNOW ALL MEN BY THESE PRESENTS, THAT John R. Stewart, Jr (the "Grantor") in consideration of the sum of **TWO HUNDRED SIXTY THOUSAND AND 00/100 Dollars (\$260,000.00)** to me in hand paid at and before the sealing of these presents by **Brian K. Fowler (50% Undivided Interest), Gregory S. Taylor (25% Undivided Interest), and ETC Custodian FBO Gregory Taylor IRA (25% Undivided Interest) (the "Grantee")**, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below unto the said **Brian K. Fowler (50% Undivided Interest), Gregory S. Taylor (25% Undivided Interest), and ETC Custodian FBO Gregory Taylor IRA (25% Undivided Interest)**, subject to the below stated **Exceptions, their successors and assigns**, the following described real estate, to wit:

THIS CONVEYANCE IS MADE SUBJECT TO: All covenants, restrictions, easements and rights-of-ways affecting the property.

All that certain piece, parcel or lot of land in Chick Springs Township, Greenville County, South Carolina, just north from the corporate limits of the City of Greer, lying in the eastern side of the Mosteller Road or North Main Street, being shown and designated as Lot No. 34 on Plat of property prepared by H.S. Brockman, Surveyor, dated June 24, 1941 and being one of the lots conveyed to me by deed from Nancy W. Finley and Ellen W. Crain during the year 1941, thence with the dividing line of lots 34 and 35 S 74-29 W 253.5 feet to beginning corner. Tax Map No.: **G016.00-01-009.00**

AND

All that certain piece, parcel or lot of land in Chick Springs Township, Greenville County, South Carolina just north from the corporate limits of the City of Greer, lying in the intersection of the North Main Street and Wilson Avenue and being shown and designated as Lot No. 32 on Plat of Property of Nancy W. Finley and Ellen W. Crain said plat prepared by H. S. Brockman, Surveyor, June 24, 1941 and having the following courses and distances, to wit:

BEGINNING on an iron pin, joint corner, of Lots 32 and 33 and runs thence with the dividing line of Lots 32 and 33 N 81-06 E 245.4 feet to an iron pin, joint corner of Lots 30, 31, 32 and 33; thence with the dividing line of Lots 30 and 32 S 17-12 E 60 feet to in iron pin on the northern bank of Wilson Avenue; thence with

the northern side of Wilson Avenue S 81-06 W 250 feet to an iron pin in the intersecting corner of Wilson Avenue and North Main Street, thence wit the eastern side of North Main Street N 11-50 W 60 feet to .beginning corner. Tax Map No.: **G616.00-01-007.00**

AND

All that certain piece, parcel or lot of land in Chick Springs Township, Greenville County, South Carolina, East on Mostella Road and north of the new Super Highway No. 29 and shown as Lot No. 33 on a plat of property of Nancy W. Finley and Ellen W. Crain, prepared by H.S. Brockman, Surveyor, June 24, 1941 and shown as follows:

BEGINNING at a stake on North Main Street and running thence N 78-06 E 236.6 feet to a stake on line of Lot No. 37; thence S 17-12 E 86 feet to a stake, corner of Lot No 32; thence with the Lot No. 32 line S 81-06-W 245.4 feet to a stake on North Main Street, thence with North Main Street (the same Mostella Road) N 12-19 W 72.3 feet to the BEGINNING. Tax Map No.: **G016.00-01-008.00**

This being the same property conveyed to John R. Stewart, Jr by deed from John R. Stewart, Jr., Trustee of Trust Created Under the Last Will and Testament of John R. Stewart dated August 1, 2000 dated 09/10/2013 and recorded with Greenville County Recording Office on 09/13/2013 in Book 2431, Page 2956.

Greenville County Tax Map # G0160001008.00, G016000100900, and G016000100700

Grantee's Mailing Address: 207 River Falls Drive, Duncan, SC 29334

Property Address: 712 North Main Street, Greer, SC 29651

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

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular, the said Premises before mentioned unto the said **Grantee, and Grantee's heirs, successors and assigns** forever.

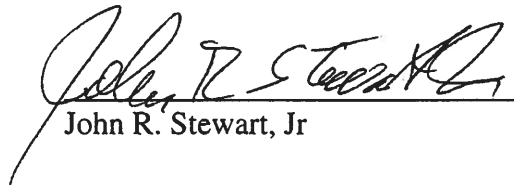
AND Grantor does hereby bind **Grantor and Grantor's Heirs, Successors, Assigns, Executors and/or Administrators**, as applicable, to warrant and forever defend, all and singular, the said Premises, subject to the above Exceptions, unto the said **Grantee, and Grantee's heirs, successors and/or assigns** against **Grantor and Grantor's Heirs, Successors, Assigns, Executors and/or Administrators**, as applicable, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our hands and seals this 20th day of December, 2021.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**



Witness

 (SEAL)
John R. Stewart, Jr



Witness

**State of South Carolina
County of Greenville**

The foregoing instrument was acknowledged before me this 20th day of December, 2021 by
John R. Stewart, Jr.



Notary Public for SC

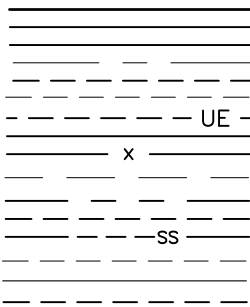
My Commission Expires: 6-28-31



**ROBERT BLAKE COOPER
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 09-28-31**

EXHIBIT

C



LEGEND:

WM	WATER VALVE, METER
X	FENCE
UP	POWER POLE
MH	SANITARY SEWER MANHOLE
RBS	REBAR SET (1/2")
RBF/IPF	REBAR/IRON PIN FOUND
OE	OVERHEAD ELECTRIC LINE
LP	LIGHT POLE

EXEMPTION FROM REVIEW PROCESS

This plat is a RESURVEY of an existing lot of record with no changes to existing lot lines.

SC Professional Land Surveyor
Todd B Beam
PLS # 29506

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length
C1	60.16	3220.17	N13° 32' 00"W	60.16
C2	73.63	3220.17	N14° 43' 25"W	73.63
C3	70.57	3220.17	N16° 00' 23"W	943.41

SC HWY 29

location map n-t-s

SC GRID N

LOT 35
WARREN M HARVEY
TMS G016000101000
DB 1489-204, PB 210-92

LOT 34 REV
BRAIN K FOWLER
TMS G016000100900
DB 2644-1604
12,956 SQ FT
0.30 AC
(Gross incl all R/W's)

PORTION OF LOTS 32-34
ANDREW P SARRICCHIO JR
TMS G016000100801
DB 1931-491, PB 13S-52

LOT 33 REV
BRAIN K FOWLER
TMS G016000100800
DB 2644-1604
12,811 SQ FT
0.29 AC
(Gross incl all R/W's)

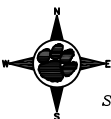
LOT 32 REV
BRAIN K FOWLER
TMS G016000100700
DB 2644-1604
9,626 SQ FT
0.22 AC
(Gross incl all R/W's)

WILDWOOD DR (35' R/W)

BOUNDARY SURVEY ONLY
LOTS 32 REV, 33 REV, & 34 REV
BRAIN K FOWLER
TMS G016000100700, 800, & 900
DB 2644-1604
plat for

BRIAN K FOWLER

GREENVILLE COUNTY	SOUTH CAROLINA
CITY OF GREER	APRIL 13, 2022
SCALE 1" = 30'	JOB 17-FOWLER GREER



BEAM SURVEYING LLC
Registered Land Surveyors

PO BOX 981
Clemson, SC 29633
Phone 864-490-4610

SURVEYING - GPS CONTROL - PLANNING

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 South Carolina, and meets or exceeds the requirements for a Class "B" survey as specified therein. This house is not located in a current designated flood hazard area. This property is subject to any easements & restrictions on record.

Todd B Beam SC PLS 29506



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

Date 3-17-22

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

Tax Map Number(s) G016000100700, G016000100800, G016000100900
Property Address(s) 712 N. MAIN / 103 N MAIN / 1644 N. MAIN
Acreage of Properties 0.76 County GREENVILLE

Applicant Information

Name Greg Taylor
Address 207 River Falls Dr
DUNCAN, SC 29334
Contact Number 864-616-7200
Email gstaylor207@gmail.com

Property Owner Information


(If multiple owners, see back of sheet)

Name Greg Taylor
Address 207 RIVER FALLS DR
DUNCAN, SC 29334
Contact Number 864-616-7200
Email gstaylor207@gmail.com

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

The applicant hereby requests that the property described be zoned (in the case of Annexation) or rezoned from RM-1 to R5.

Existing Use: RESIDENTIAL Proposed Use: RESIDENTIAL

Signature(s) 

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

OFFICE USE ONLY

Date Filed _____

Case No. _____

Meeting Date _____

See Reverse

Complete the section below if multiple property owners

Name BRIAN FOWLER
Address 5 RED GOLD CT GREER
Contact Number 864-449-5324
Signature Brian Fowler

Name ETC custodian FBO Gregory S Taylor IRA
Address 207 River Falls DR DUNCAN
Contact Number 864-616-7200
Signature Gregory S Taylor

Name _____
Address _____
Contact Number _____
Signature _____

Name _____
Address _____
Contact Number _____
Signature _____

Name _____
Address _____
Contact Number _____
Signature _____

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Name _____
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Contact Number _____
Signature _____

ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, April 18, 2022

DOCKET: RZ 22-07

APPLICANT: Greg Taylor

PROPERTY LOCATION: 712 N. Main St, N. Main St

TAX MAP NUMBER: G016000100800, G016000100700, G016000100900

EXISTING ZONING: RM-1, Multi-family Residential

REQUEST: Rezone to R-5, Garden Court/Patio Home

SIZE: Approx. .75 acres

COMPREHENSIVE PLAN: Traditional Neighborhood Community along
Transitional Corridor

ANALYSIS: **RZ 22-07**

RZ 22-07 is a rezoning request for three parcels located at the intersection of N. Main St and Wildwood Dr. The request is to rezone the properties from RM-1, Residential Multi-family to R-5, Patio Court/Garden Home with the intention to subdivide for up to six lots with single-family detached units.

Surrounding land uses and zoning include:

North:	RM-1, Multi-family Residential
East:	RM-1, Multi-family Residential
South:	C-3, Commercial (Wade Hampton Corridor)
West:	R-12, Single Family Residential – Single-family residences and duplexes

The Future Land Use Map in the Comprehensive Plan defines this area as a Traditional Neighborhood. Traditional Neighborhoods surround Downtown Greer and are generally more directly connected to it. Key features include an interconnected street grid and a mix of housing types. This area offers opportunity to infill around the existing mixture of residential, commercial, and institutional uses. Building types could include single-family homes, fourplexes, small-scale apartment buildings, attached townhomes, and neighborhood-scale retail. Single-lot infill development should be of a compatible scale and character with surrounding homes.

- **Primary Uses:** Single-family attached and detached residential, multiplexes, townhomes, parks
- **Secondary Uses:** Apartment/condominium buildings, accessory dwelling units, civic and institutional facilities, small-scale commercial uses

Transitional Corridors are generally older corridors with a wide range of land uses and development patterns. Development generally occurred in the first wave of automobile oriented design, and varies widely from rural residential to commercial uses.

- **Primary Uses:** Office, retail, mixed-use, advanced manufacturing, civic/institutional facilities
- **Secondary Uses:** Townhomes, single-family residential, multifamily residential, neighborhood commercial, open space

Given the proximity to the Wade Hampton Corridor, existing zoning allowances on adjacent parcels and existing higher density uses across the street, smaller lots with increased density is appropriate; therefore, staff supports the request.

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION:

Mr. Jones asked the staff if SCDOT had been consulted about the request; staff deferred to the applicant and they informed the commission that they have not reached out about potential curb cuts on N. Hwy 14. The applicant stated that if SCDOT would not allow for access off of N. Hwy 14 they would access the parcels off of Wildwood via shared access agreement between the properties.

Staff informed the commission that the subdivision of the property, if passed, would be handled through the Summary Plat process and would be reviewed by Stormwater Engineer, Greer CPW and staff would make SCDOT aware of the request.

Mr. Lamb asked the applicant how many parking spaces would be provided. Staff informed the commission that the requirement per the Zoning Ordinance was two spaces per residence. Mr. Lamb informed staff that two spaces are not enough parking and the code needs to be updated.

Mr. Lavender asked the applicant why he was not planning on reusing the house on the property. The applicant informed the commission that they did not feel that it would blend well with the new homes that would be built and his plan was to move it to another property.

Mr. Holland asked staff if a sidewalk would be required on Wildwood. Staff informed the commission that it could require a sidewalk during the summary plat process. Mr. Jones stated that there is not curb and gutter on Wildwood and it would require the sidewalk to be set back into the property.

ACTION: Mr. Lavender made a motion to approve RZ 22-07. Mr. Wright seconded the motion. The motion carried with a vote of 7 to 0. The motion passed.



AGENDA
GREER CITY COUNCIL
4/26/2022

First Reading of Ordinance Number 22-2022

Summary:

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY RIVER OF LIFE ROMANIAN CHURCH LOCATED ON SOUTH LINE STREET FROM R-12 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-2 (COMMERCIAL DISTRICT). (Action Required)

Executive Summary:

Ordinance 22-2022 is a rezoning request for two parcels, totaling approximately 0.51 acres, located at the intersection of Snow St and S. Line St Ext. The request is to rezone the properties from R-12, Single-family Residential to C-2, Commercial District. The applicant intends to build a parking lot for use by the church located at 106 New Woodruff Rd. The Planning Commission conducted a public hearing on April 18, 2022 for the rezoning of these parcels and recommended denial.

Ashley Kaade, Senior Planner

ATTACHMENTS:

Description	Upload Date	Type
❑ Cover Memo	4/20/2022	Cover Memo
❑ Ordinance Number 22-2022	4/20/2022	Ordinance
❑ Ord 22-2022 Exhibit A Map	4/20/2022	Exhibit
❑ Ord 22-2022 Exhibit B Title to Real Estate	4/20/2022	Exhibit
❑ Ord 22-2022 Exhibit C Plat	4/20/2022	Exhibit
❑ Ord 22-2022 Rezoning Application	4/20/2022	Backup Material
❑ Ord 22-2022 Planning Commission Minutes	4/20/2022	Backup Material

Memorandum

To: Mr. Andrew Merriman, City Administrator

From: Ashley Kaade, AICP, Senior Planner

Subject: Ordinance #22-2022

Date: April 19, 2022

CC: Tammy Duncan, Clerk to City Council

Ordinance 22-2022 is a rezoning request for two parcels, totaling approximately 0.51 acres, located at the intersection of Snow St and S. Line St Ext. The request is to rezone the properties from R-12, Single-family Residential to C-2, Commercial District. The applicant intends to build a parking lot for use by the church located at 106 New Woodruff Rd.

The Planning Commission conducted a public hearing on April 18, 2022 for the rezoning of these parcels and recommended denial.

ORDINANCE NUMBER 22-2022

AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION OF PROPERTIES OWNED BY RIVER OF LIFE ROMANIAN CHURCH LOCATED ON SOUTH LINE STREET FROM R-12 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-2 (COMMERCIAL DISTRICT).

The City Council of Greer makes the following findings:

This ordinance pertains to certain properties owned by River of Life Romanian Church located on South Line Street and more clearly identified by the attached City of Greer Map specifying Greenville County Parcel Numbers G002000100200 and G002000100301 containing approximately 0.51 +/- acres attached hereto marked as Exhibit A, the Title to Real Estate attached hereto marked as Exhibit B; and the Plat attached hereto marked at Exhibit C.

1. The owner desire 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 April 18, 2022.
2. To accomplish the desired change in use in the most effective manner, the zoning classifications should be changed to C-2 (Commercial District).
3. The proposed use is in keeping with the general character of the surrounding property.

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

The zoning classification of properties located on South Line Street more particularly identified by the attached City of Greer Map specifying Greenville County Parcel Numbers G002000100200 and G002000100301 containing approximately 0.51 +/- acres attached hereto marked as Exhibit A shall be changed from R-12 (Single Family Residential District) to C-2 (Commercial 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

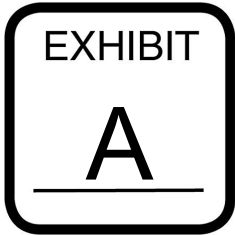
Introduced by:

First Reading: April 26, 2022

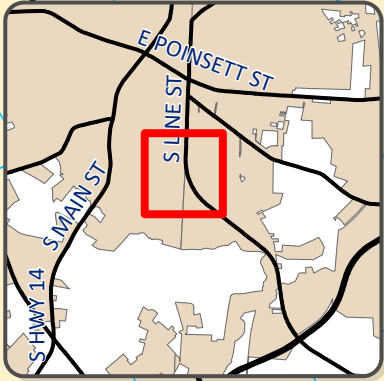
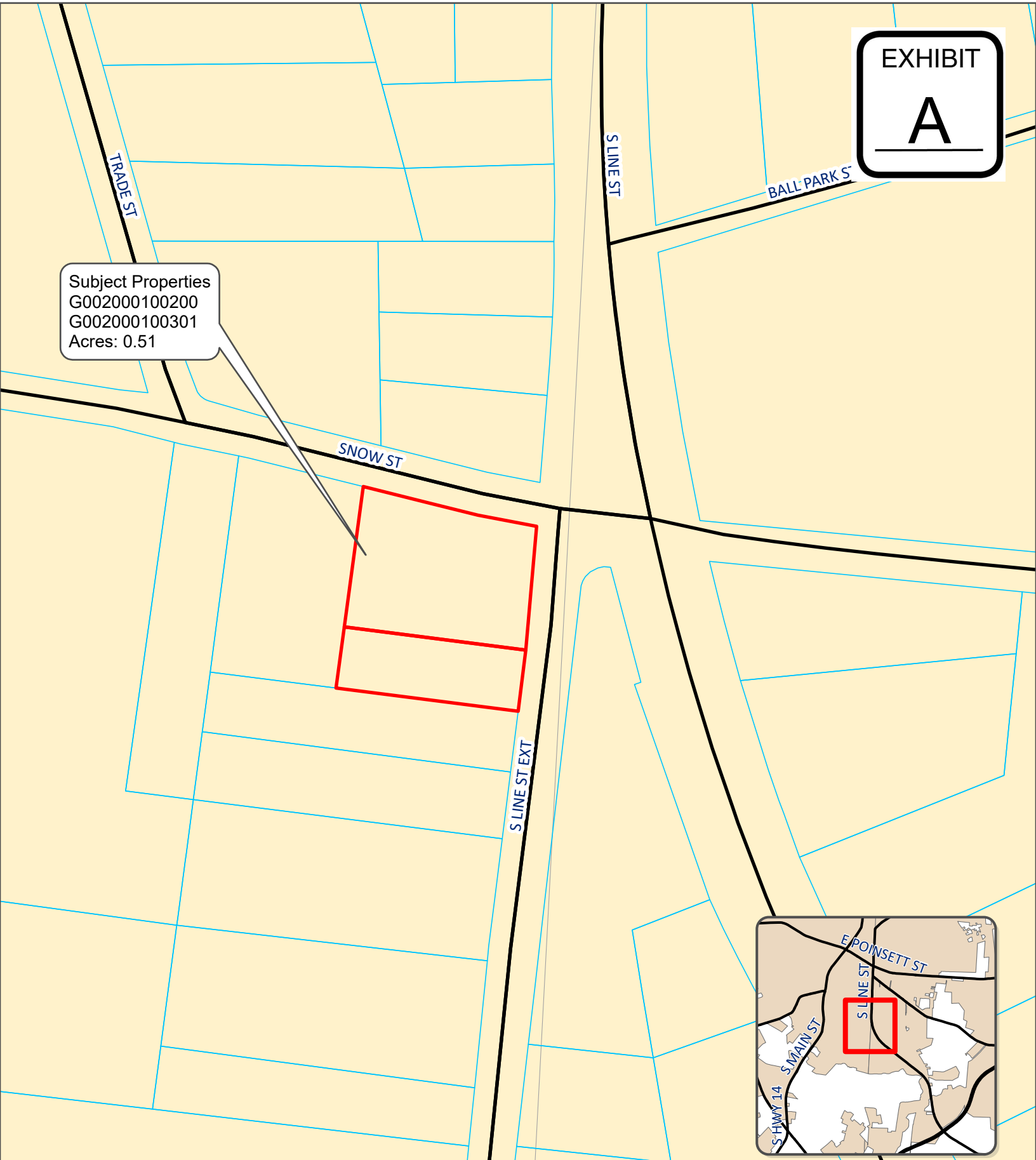
Second and
Final Reading: May 10, 2022

Approved as to Form:

John B. Duggan, Esquire
City Attorney

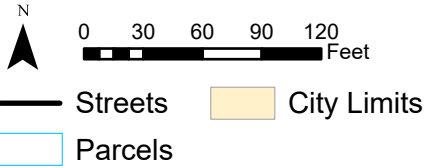


Subject Properties
G002000100200
G002000100301
Acres: 0.51



Ordinance 22-2022

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.





2020109355

2 Pgs

DEED Book: DE 2612 Page: 0912 - 0913

December 28, 2020 10:50:59 AM Cons: \$150,000.00

Rec: \$15.00 Cnty Tax: \$165.00 State Tax: \$390.00

E-FILED IN GREENVILLE COUNTY, SC

Timothy J. Hancey

EXHIBIT

B

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GRANTEES ADDRESS: 104 NEW WOODRUFF RD. GREER, SC 29651

TMS#: G002.00-01-002.00 AND G002.00-01-003.01

KNOW ALL MEN BY THESE PRESENTS, that

CAROL LEE FOREMAN, MICHELLE BOYTER, AND TAMMY WILSON, in consideration of **ONE HUNDRED FIFTY THOUSAND and NO/100THS (\$150,000.00) DOLLARS**, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto:

RIVER OF LIFE ROMANIAN CHURCH, their successors and assigns forever;

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the County of Greenville, City of Greer, State of South Carolina, located on the southwestern corner of the intersection of Snow Street and Line St. Extension, and being known as the front portion of Lots #7, 8 and 9, of Block A of D.D. Davenport property as shown on Plat Book K at Page 69, and further shown on a plat of property for Carol Lee Foreman and Jane M. Foreman by Frederick E. Landrith, R.L.S. on April 2, 1986, to be recorded herewith, and according to said plat as having the following metes and bounds to-wit;

Beginning at the southwest corner of the intersection of Snow Street and Line Street Extension and running thence S. 06-45-00 W. 149.30 feet along the bank of Line Street Extension; thence N. 82-43-48 W. 149.40 feet along the boundary of Lot #10; thence N. 07-04-15 E. 164.96 feet to the Bank of Snow Street; thence along the bank of Snow Street S. 76-42-45 E. 149.45 feet to the beginning corner.

This being the same property conveyed to Carol Lee Foreman and Jane M. Foreman by Dccd of James Archie Jackson and Paul David Jackson dated April 4th, 1986 and recorded April 21st, 1986 in Deed Book 1264 at Page 494, ROD Office for Greenville County, South Carolina.

SEE ALSO,

Deed of Distribution in the matter of Jane Melinda May Foreman dated August 15, 2018 and recorded August 15, 2018 in Deed Book 2545 at Page 1647, ROD Office for Greenville County, South Carolina.

Tax Map #: G002.00-01-002.00 AND G002.00-01-003.01

This conveyance is subject to all existing reservations, zoning ordinances, restriction, and covenants, right of ways, easements, conditions, public or private roads, or driveways, items shown on plats or other instruments of public record and/or on the premises affecting said property or items which would be revealed by a current survey and plat of the property.

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

WITNESS the grantor's (s') hand (s) and seal (s) this the 18 day of December, 2020.

SIGNED, sealed and delivered
in the presence of:

Meg Malli
WITNESS

Carol Lee Foreman
WITNESS

Carol Lee Foreman
CAROL LEE FOREMAN

Michelle Boyter
MICHELLE BOYTER

Tammy Wilson
TAMMY WILSON

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

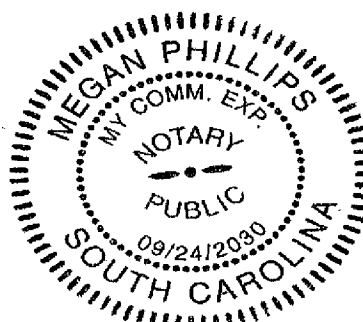
ACKNOWLEDGEMENT

I, a Notary Public of the County and State aforesaid, certify that the Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp this 18 day of December, 2020.

Meg Malli

Notary Public for SC
My commission expires: 9/24/2030



SC

Plat Book-K-Page 619

EXHIBIT

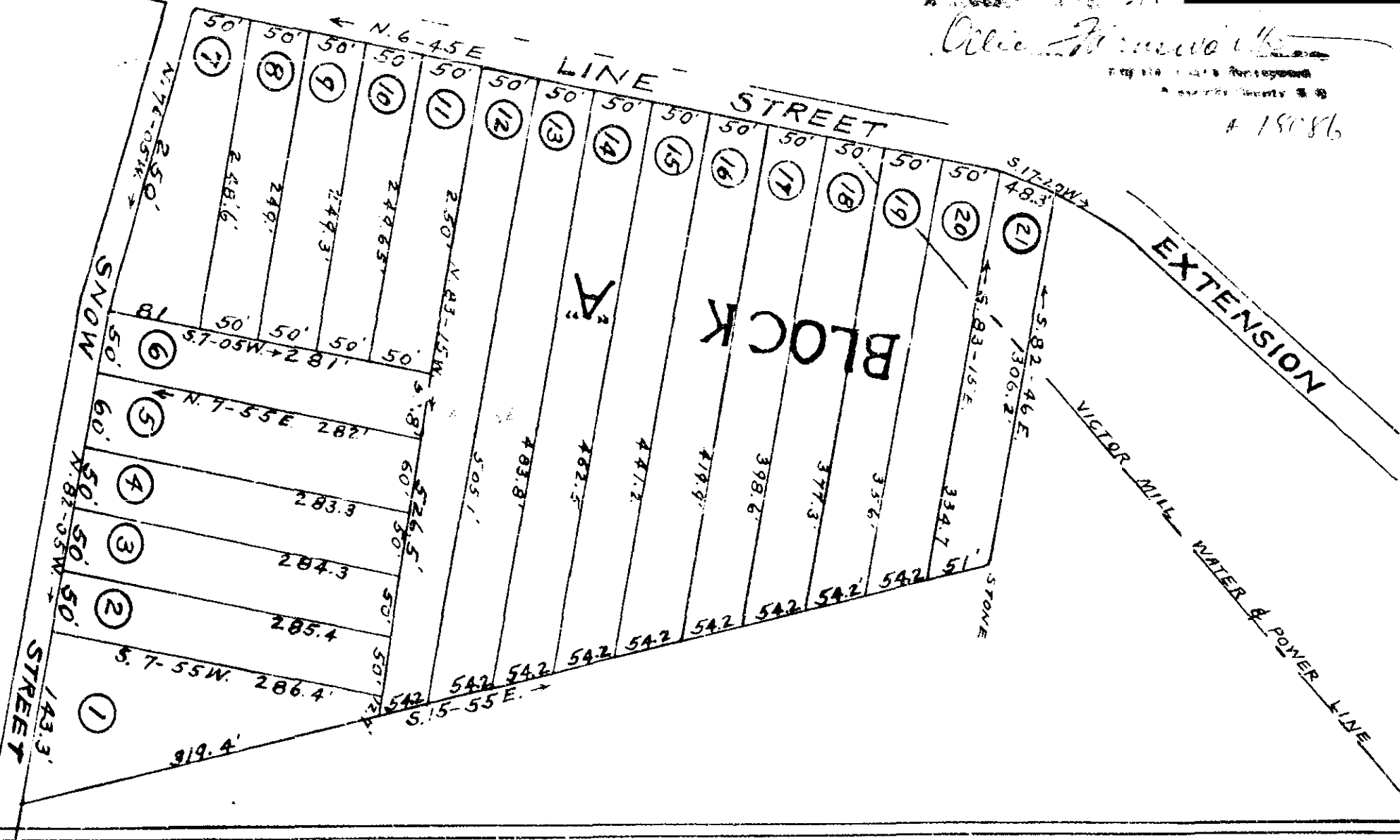
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23

Alie H. H. H.

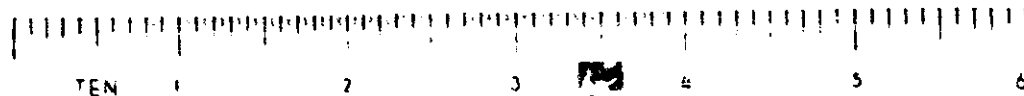
1886

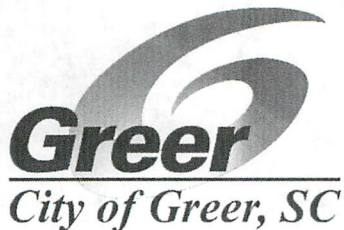
1886



The above is a portion of a Blue Print on which is marked in pencil:

"Plat of Property of
" D. D. Davenport -
" Near Greer
" By H. S. Brockman."





ZONING MAP AMENDMENT APPLICATION
(ZONING & REZONING)

Date 3/2/2022

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

Tax Map Number(s) G002.00-01-002.00 AND G002.00-01-003.01

Property Address(s) 702 S LINE ST EXT AND 1028 S LINE ST EXT

Acreage of Properties 0.35 AND 0.16 County GREENVILLE

Applicant Information

Name COSMIN AVRAM
Address 126 WILLOWBOTTOM DR
GREER, SC 29651
Contact Number 864-398-1592
Email RIVEROFLIFEGREENVILLE@gmail.com

Property Owner Information

(If multiple owners, see back of sheet)

Name RIVER OF LIFE ROMANIAN CHURCH
Address 104 NEW WOODBRUFF RD
GREER, SC 29651
Contact Number 864-398-1592
Email RIVEROFLIFEGREENVILLE@gmail.com

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

The applicant hereby requests that the property described be zoned *(in the case of Annexation)* or rezoned from R-12 to NONRESIDENTIAL / C-1.

Existing Use: SINGLE FAMILY RESIDENTIAL Proposed Use: CHURCH PARKING LOT

Signature(s) Cosmin

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

OFFICE USE ONLY

Date Filed

Case No.

Meeting Date

See Reverse

Complete the section below if multiple property owners

Name _____

Address _____

Contact Number _____

Signature _____

Name _____

Address _____

Contact Number _____

Signature _____

Name _____

Address _____

Contact Number _____

Signature _____

Name _____

Address _____

Contact Number _____

Signature _____

Name _____

Address _____

Contact Number _____

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Signature _____

Name _____

Address _____

Contact Number _____

Signature _____

Name _____

Address _____

Contact Number _____

Signature _____



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Timothy J. Hancey

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GRANTEES ADDRESS: 104 NEW WOODRUFF RD. GREER, SC 29651TMS#: G002.00-01-002.00 AND G002.00-01-003.01

KNOW ALL MEN BY THESE PRESENTS, that

CAROL LEE FOREMAN, MICHELLE BOYTER, AND TAMMY WILSON, in consideration of **ONE HUNDRED FIFTY THOUSAND and NO/100THS (\$150,000.00) DOLLARS**, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto:

RIVER OF LIFE ROMANIAN CHURCH, their successors and assigns forever;

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the County of Greenville, City of Greer, State of South Carolina, located on the southwestern corner of the intersection of Snow Street and Line St. Extension, and being known as the front portion of Lots #7, 8 and 9, of Block A of D.D. Davenport property as shown on Plat Book K at Page 69, and further shown on a plat of property for Carol Lee Foreman and Jane M. Foreman by Frederick E. Landrith, R.L.S. on April 2, 1986, to be recorded herewith, and according to said plat as having the following metes and bounds to-wit;

Beginning at the southwest corner of the intersection of Snow Street and Line Street Extension and running thence S. 06-45-00 W. 149.30 feet along the bank of Line Street Extension; thence N. 82-43-48 W. 149.40 feet along the boundary of Lot #10; thence N. 07-04-15 E. 164.96 feet to the Bank of Snow Street; thence along the bank of Snow Street S. 76-42-45 E. 149.45 feet to the beginning corner.

This being the same property conveyed to Carol Lee Foreman and Jane M. Foreman by Deed of James Archie Jackson and Paul David Jackson dated April 4th, 1986 and recorded April 21st, 1986 in Deed Book 1264 at Page 494, ROD Office for Greenville County, South Carolina.

SEE ALSO,

Deed of Distribution in the matter of Jane Melinda May Foreman dated August 15, 2018 and recorded August 15, 2018 in Deed Book 2545 at Page 1647, ROD Office for Greenville County, South Carolina.

Tax Map #: G002.00-01-002.00 AND G002.00-01-003.01

This conveyance is subject to all existing reservations, zoning ordinances, restriction, and covenants, right of ways, easements, conditions, public or private roads, or driveways, items shown on plats or other instruments of public record and/or on the premises affecting said property or items which would be revealed by a current survey and plat of the property.

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

WITNESS the grantor's (s') hand (s) and seal (s) this the 18 day of December, 2020.

SIGNED, sealed and delivered
in the presence of:

Meg Phillips
WITNESS

Carol Lee Foreman
WITNESS

Carol Lee Foreman
CAROL LEE FOREMAN

Michelle Boyter
MICHELLE BOYTER

Tammy Wilson
TAMMY WILSON

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

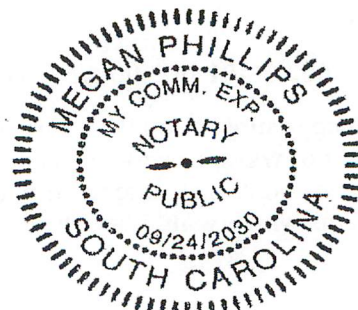
ACKNOWLEDGEMENT

I, a Notary Public of the County and State aforesaid, certify that the Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp this 18 day of December, 2020.

Meg Phillips

Notary Public for SC
My commission expires: 9/24/2030



SC

ZONING REPORT
STAFF REPORT TO THE GREER PLANNING COMMISSION
MONDAY, April 18, 2022

DOCKET: RZ 22-05

APPLICANT: River of Live Romanian Church

PROPERTY LOCATION: 702 and 1028 S. Line St Ext

TAX MAP NUMBER: G002000100200 & G002000100301

EXISTING ZONING: R-12, Single-family Residential

REQUEST: Rezone to C-2, Commercial

SIZE: 0.35 & 0.16 acres

COMPREHENSIVE PLAN: Traditional Neighborhood Community

ANALYSIS: **RZ 22-05**

RZ 22-05 is a rezoning request for two parcels located at 702 and 1028 S. Line St Ext. The request is to rezone the properties from R-12, Single-family Residential to C-2, Commercial for a future parking lot for the church located at 106 New Woodruff Rd.

Surrounding land uses and zoning include:

North:	R-12, Single Family Residential - Residences
East:	R-7.5, Single Family Residential – Residences and Church
South:	R-12, Single Family Residential - Residences
West:	R-12, Single Family Residential and RM-1, Multi-family Residential – Residences

The Future Land Use Map in the Comprehensive Plan defines this area as a Traditional Neighborhood. Traditional Neighborhoods surround Downtown Greer and are generally more directly connected to it. Key features include an interconnected street grid and a mix of housing types. This area offers opportunity to infill around the existing mixture of residential, commercial, and institutional uses. Building types could include single-family homes, fourplexes, small-scale apartment buildings, attached townhomes, and neighborhood-scale retail. Single-lot infill development should be of a compatible scale and character with surrounding homes.

Primary Uses: Single-family attached and detached residential, multiplexes, townhomes, parks

Secondary Uses: Apartment/condominium buildings, accessory dwelling units, civic and institutional facilities, small-scale commercial uses

702 S. Line St Ext previously had a house on the property that was moved off the property in late 2021 and 1028 S. Line St Ext currently has a house on the property. While residential zonings do allow for churches by Special Exception approved by the Board of Zoning Appeals, these properties are not connected to the church and surrounded by residential properties that are occupied as residences. The request is not compatible with the surrounding land uses, zoning in the area nor with the Comprehensive Plan; therefore staff does not support the request for C-2, Commercial zoning.

STAFF RECOMMENDATION: DENIAL

PLANNING COMMISSION RECOMMENDATION:

Mr. Holland asked staff if the church was located in the Y at Snow St and S. Line St Ext. Staff informed the commission that the church was in that location and the proposed properties were located across the street from the church.

Mr. Holland asked staff what would stop the church from parking at this location now. Staff informed the commission that it would be a violation of the zoning ordinance and staff would be required to issue a summons to court for violation of the zoning ordinance if they were to start parking on this site. Staff informed the commission that a stop work order was issued because the work to convert the lot to a parking lot started without permits or civil approval.

Mr. Wright asked if the church would be able to place an office or outdoor sanctuary on the property to meet the zoning requirements. Staff informed the commission that an office separate from the church office would be treated as an office and not a church, so they would not be able to request a special exception from the Board of Zoning Appeals to allow for a church in residential zoned property.

Mr. Wright stated that his concern was rezoning the property to C-2 and if the property was sold down the road the uses allowed in this zoning are not compatible with the surrounding neighborhood.

Mr. Jones asked the applicant how many parking spaces they currently have on the church property. The applicant informed the church currently has 20 spaces and has a congregation of 104 members. Staff informed the commission that the parking requirement for churches is 1 space per 4 seats.

Mr. Jones asked the applicant what the occupant load was on for the church. The applicant stated they believed that it was 207, staff confirmed this information and that at this occupant load it would require 52 parking spaces.

Staff informed the commission that a life safety plan was not required when the applicant submitted for a Certificate of Occupancy due to the fact that it was not a change of use as the property was previously used as a church. Staff also informed the commission that they had recommend that the church reach out to organizations in the area such as the Cultural Arts Center, Greer Ministries and the retirement community to see if they could use some of their parking for church services.

Mr. Lamb asked staff that if the request was denied could the applicant reapply. Staff informed the commission that if the request was denied by council another request could not be made for one year.

Mr. Jones asked if the property was contiguous to the church would that solve the issue. Staff informed the commission that if the property was adjacent and could be combined with the church parcel it would be allowed to expand parking once that property was combined, but with the property they bought was on the other side of S. Line St Ext.

ACTION – Mr. Wright made a motion to deny RZ 22-05. Mr. Lavender seconded the motion. The motion carried with a vote of 7 to 0. The motion to deny passed.



AGENDA
GREER CITY COUNCIL
4/26/2022

First and Final Reading of Resolution Number 8-2022

Summary:

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

Executive Summary:

Council approved the purchase of two fire trucks at its meeting held April 12, 2022. The payment for these trucks will be made in advance of delivery to take advantage of discounts and savings available, and in advance of the lease purchase debt that will be issued to fund this purchase. This resolution allows the City to legally reimburse itself for the purchase of capital expenditures made prior to a future planned debt issuance.

David Seifert, Chief Financial Officer

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution Number 8-2022	4/13/2022	Resolution

RESOLUTION NUMBER 8-2022

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

THE CITY COUNCIL ("COUNCIL") OF THE CITY OF GREER, SOUTH CAROLINA ("CITY"), RESOLVES:

WHEREAS, the Internal Revenue Service and U.S. Treasury Department have promulgated Treasury Regulation, Section 1.150-2 ("Regulation") that authorizes a political subdivision to reimburse itself for expenditures made with respect to projects prior to the issuance of tax-exempt obligations for the projects;

WHEREAS, the Regulation requires the governing body of the political subdivision declare its official intent to reimburse an expenditure prior to the incurrence of the expenditure;

WHEREAS, the City of Greer, South Carolina ("City"), anticipates incurring expenditures in an approximate amount of \$1,500,000.00 ("Expenditures") for acquiring, constructing, equipping, and rehabilitating various facilities and other related capital projects, including, for example fire vehicles, and related equipment through one or more lease purchase or similar financings (collectively, "Project") prior to the City's consummation of a federally tax-exempt financing for that purpose.

THE CITY COUNCIL OF THE CITY OF GREER, SOUTH CAROLINA, RESOLVES:

The City adopts this Resolution to declare the City's official intent to reimburse the City for the Expenditures, incurred and paid on and after the date occurring 60 days prior to the date of this Resolution's adoption, from the proceeds of federally tax-exempt obligations of the City.

The City understands that Expenditures, for which the City may reimburse itself, are limited to Expenditures, which are (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of "placed in service" under the Regulation) under general federal income tax principles; and (b) certain *de minimis* or preliminary Expenditures satisfying the Regulation's requirements. The City anticipates the source of funds for the pre-borrowing, Project-related Expenditures to be the City's general fund.

To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three years after the City made the original Expenditures.

This Resolution shall be in full force and effect from and after its adoption as provided by law. This Resolution shall be made available for inspection during normal business hours by the general public at the City's office.

Done in meeting duly assembled: April 26, 2022.

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC



AGENDA
GREER CITY COUNCIL
4/26/2022

First and Final Reading of Resolution Number 9-2022

Summary:

A resolution APPROVING, RATIFYING AND CONSENTING TO THE transfer and PARTIAL ASSIGNMENT BY CP GREER, LLC TO, AND ASSUMPTION BY, LBA OR CORE-COMPANY XVII, LLC OF A CERTAIN EXISTING AMENDED AND RESTATED Economic Development AGREEMENT TO WHICH THE CITY IS A PARTY AND OTHER MATTERS RELATING THERETO. (Action Required)

Executive Summary:

Reno Deaton, Executive Director of Greer Development Corporation

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution Number 9-2022	4/22/2022	Resolution
☐ Res 9-2022 Amended Economic Development Agreement	4/22/2022	Backup Material
☐ Exhibits A ,A-1, A-2, B, C	4/22/2022	Exhibit

RESOLUTION NUMBER 9-2022

A RESOLUTION APPROVING, RATIFYING AND CONSENTING TO THE TRANSFER AND PARTIAL ASSIGNMENT BY CP GREER, LLC TO, AND ASSUMPTION BY, LBA OR CORE-COMPANY XVII, LLC OF A CERTAIN EXISTING AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT TO WHICH THE CITY IS A PARTY AND OTHER MATTERS RELATING THERETO.

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

WHEREAS, W/C GSP JV VIII, L.L.C. (the "**Original Developer**"), previously known to City Council as "Project O'Hare," proposed to develop a Project (as defined below);

WHEREAS, the Original Developer represented that it would individually and/or through certain affiliates of the Original Developer invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the City ("**Project**"), which will result in an expected investment of \$27,600,000 in new, taxable investment in the City;

WHEREAS, Spartanburg County ("**County**") and Cherokee County have established a joint county industrial and business park ("**Park**") by entering into an Agreement for Development for Joint County Industrial and Business Park, dated as of April 20, 2009, as may be amended or supplemented from time to time ("**Park Agreement**"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 of the Code, (collectively, "**Multi-County Park Act**"), and the City consented to the County (subject to certain protections in favor of the City) to cause the Project to be located in the Park so as to afford the Developer the benefits of the Infrastructure Act;

WHEREAS, pursuant to the provisions of the Park Agreement and the Multi-County Park Act, if and when the Project is located in the Park, the Original Developer and any future owners or lessees of the Project are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code, including Title 12, Chapter 44 thereof, that would have been due and payable but for the location of the Project in the Park ("**Fee Payments**");

WHEREAS, pursuant to and according to the Infrastructure Act, the City agreed to make certain payments to the Original Developer from the City's portion of the Fee Payments in reimbursement of a portion of the cost of the Infrastructure with respect to the Project;

WHEREAS, the City, acting by and through the City Council, duly enacted Ordinance No. 9-2019

on April 9, 2019 (the “**Original Economic Development Ordinance**”) and, in accordance with the Original Economic Development Ordinance, the City and the Original Developer entered into an Economic Development Agreement, dated as of April 9, 2019 (the “**Original Economic Development Agreement**”), pursuant to which the Original Developer agreed to make, and the City agreed to accept, certain Fee Payments with respect to certain eligible property constituting one or more new distribution/manufacturing facilities in the City (as more particularly described in the Original Economic Development Agreement and pursuant to which the City agreed to make certain payments to the Original Developer from the City’s portion of the Fee Payments in reimbursement of a portion of the cost of the infrastructure with respect to the Project as set forth in the Original Economic Development Agreement; and

WHEREAS, in accordance with the terms of the Original Economic Development Agreement and pursuant to the required notice to the City, the Original Developer assigned to CP Greer, LLC (“**CPG**”) and W/C GSP Lot 3 Owner VIII, L.L.C. (“**Lot 3 Owner**”) all of the Original Developer’s rights, titles and interests in and to the Original Economic Development Ordinance and the Original Economic Development Agreement, and all matters related thereto, including, without limitation, the Infrastructure Reimbursement Payments to each respective assignee as such Reimbursement Payments relate to the Fee Payments made by each such assignee; and

WHEREAS, the City, acting by and through the City Council, duly enacted Ordinance No. 9-2021 on February 23, 2021 (the “**Amended Economic Development Ordinance**”) and, in accordance with the Amended Economic Development Ordinance, the City, CPG and Lot 3 Owner entered into an Amended and Restated Economic Development Agreement, dated as of February 23, 2021 (the “**Amended Economic Development Agreement**”), pursuant to which CPG and Lot 3 Owner agreed to make, and the City agreed to accept, certain Fee Payments with respect to certain eligible property constituting one or more new distribution/manufacturing facilities in the City (as more particularly described in the Amended Economic Development Agreement and pursuant to which the City agreed to pay to CPG and Lot 3 Owner certain payments from the City’s portion of the Fee Payments in reimbursement of a portion of the cost of the infrastructure with respect to the Project as set forth in the Amended Economic Development Agreement (“**Infrastructure Reimbursement Payments**”); and

WHEREAS, CPG has conveyed or will convey to LBA OR CORE-COMPANY XVII, LLC, a Delaware limited liability company (“**Assignee**”) certain of the property subject to the Amended Economic Development Agreement (the “**Transferred Property**”), pursuant to an agreement with Assignee related to the purchase and sale of the Transferred Property, wherein and whereby the Assignee agreed to purchase the Transferred Property for the consideration expressed in such purchase and sale agreement; and

WHEREAS, CPG and Assignee desire to enter into that certain Partial Assignment and Assumption of Amended and Restated Economic Development Agreement (the “**Assignment**”), wherein and whereby CPG shall assign those relevant terms, covenants, conditions and agreements of the Amended Economic Development Agreement to the Assignee (or an affiliated entity of Assignee being any entity that is controlled by, owned directly or indirectly in whole or in part by, or under common control of Assignee (an “**Affiliate**”), as they relate to the Transferred Property, and subject to the terms of such Assignment, the Assignee (or one or more its Affiliates) shall assume the relevant terms, covenants, conditions and agreements of the Amended Economic Development Agreement from CPG, as they relate to the Transferred Property.

NOW, THEREFORE, BE IT RESOLVED by the City Council, as follows:

Section 1. The City hereby approves, ratifies and consents to (i) the assignment of the Amended Economic Development Agreement by CPG to Assignee (or one or more of its Affiliates) as they relate to the Transferred Property and (ii) the assumption by Assignee (or one or more of its Affiliates) of the Amended Economic Development Agreement pursuant to the terms of the Assignment. Following the assignment and assumption referenced in subsections (i) and (ii) of the previous sentence, CPG shall be fully released and discharged from any and all of their respective obligations under the Amended Economic Development Agreement as to the Transferred Property only, except as those obligations arise directly from CPG's actions or inactions related to the Transferred Property which occurred prior to the Effective Date of the Assignment.

Section 2. The Mayor is hereby authorized and directed to execute the Assignment, with such changes as do not adversely impact the City and as are recommended by counsel for the City, in the name of and on behalf of the City, and the Clerk to City Council is hereby authorized and directed to attest the same. The Mayor is hereby further authorized and directed to execute and deliver any other documents, agreements, affidavits and certificates (including any estoppel certificates), and the Clerk of City Council is hereby authorized to attest the same, as may be necessary or desirable to assist in the assignment of the Amended Economic Development Ordinance, the Amended Economic Development Agreement and the Transferred Property, all as consistent with this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the City Council.

Section 4. The authorization of the execution and delivery of the Assignment and the other documents or obligations of the City required by the Amended Economic Development Agreement is subject to the compliance by the City Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

[remainder of page intentionally left blank]

Done in meeting duly assembled: March 22, 2022.

(SEAL)

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

ATTEST:

By: _____
Tamela Duncan, Municipal Clerk

Approved as to Form:

Michael E. Kozlarek, Esq.
King Kozlarek Law LLC

PARTIAL ASSIGNMENT AND ASSUMPTION
OF AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT (this “Agreement”), dated effective as of _____, 2022 (the “Effective Date”), is entered into by and between CP GREER, LLC, a Delaware limited liability company (“Assignor”), LBA OR CORE-COMPANY XVII, LLC, a Delaware limited liability company (“Assignee”), and CITY OF GREER, SOUTH CAROLINA, a body politic and corporate and political subdivision of the State of South Carolina (the “City”). Assignor, Assignee and the City are sometimes collectively referred to as the “parties” or singularly as a “party.”

RECITALS

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

WHEREAS, W/C GSP JV VIII, L.L.C. (the “Original Developer”), previously known to City Council as “Project O’Hare,” proposed to develop a Project (as defined below);

WHEREAS, the Original Developer represented that it would individually and/or through certain affiliates of the Original Developer invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the City (“Project”), which will result in an expected investment of \$27,600,000 in new, taxable investment in the City;

WHEREAS, Spartanburg County (“County”) and Cherokee County have established a joint county industrial and business park (“Park”) by entering into an Agreement for Development for Joint County Industrial and Business Park, dated as of April 20, 2009, as may be amended or supplemented from time to time (“Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, (collectively, “Multi-County Park Act”), and the City consented to the County (subject to certain protections in favor of the City) to cause the Project to be located in the Park so as to afford the Developer the benefits of the Infrastructure Act;

WHEREAS, pursuant to the provisions of the Park Agreement and the Multi-County Park Act, if and when the Project is located in the Park, the Developer and any future owners or lessees of the Project are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 12, Chapter 44 thereof (“FILOT Act”) that would have been due and payable but for the location of the Project in the Park (“Fee Payments”);

WHEREAS, pursuant to and according to the Infrastructure Act, the City agreed to make certain payments to the Developer (“Infrastructure Reimbursement Payments”) from the City’s portion of the Fee

Payments in reimbursement of a portion of the cost of the Infrastructure with respect to the Project;

WHEREAS, the City, acting by and through the City Council, duly enacted Ordinance No. 9-2019 on April 9, 2019 (the "Original Economic Development Ordinance") and, in accordance with the Original Economic Development Ordinance, the City and the Original Developer entered into an Economic Development Agreement, dated as of April 9, 2019 (the "Original Economic Development Agreement"), pursuant to which the City agreed to make certain payments to the Original Developer from the City's portion of the Fee Payments on such terms and conditions as set forth in the Original Economic Development Agreement; and

WHEREAS, in accordance with the terms of the Original Economic Development Agreement and pursuant to the required notice to the City, the Original Developer assigned to CP Greer, LLC ("CPG") and W/C GSP Lot 3 Owner VIII, L.L.C. ("Lot 3 Owner") all of the Original Developer's rights, titles and interests in and to the Original Economic Development Ordinance and the Original Economic Development Agreement, and all matters related thereto; and

WHEREAS, the City, acting by and through the City Council, duly enacted Ordinance No. 9-2021 on February 23, 2021 (the "Amended Economic Development Ordinance") and, in accordance with the Amended Economic Development Ordinance, the City, CPG and Lot 3 Owner entered into an Amended and Restated Economic Development Agreement, dated as of February 23, 2021 (the "Amended Economic Development Agreement"), pursuant to which the City agreed to make certain payments to CPG and Lot 3 Owner from the City's portion of the Fee Payments on such terms and conditions as set forth in the Amended Economic Development Agreement ("Infrastructure Reimbursement Payments"); and

WHEREAS, Assignor has conveyed or will convey a portion of the Project known as CPG Parcel #1 (the "Transferred Property"), as more particularly described on Exhibit "B" attached hereto, to Assignee as of the Effective Date;

WHEREAS, Assignor desires to assign all of its interests in the Amended Economic Development Ordinance and the Amended Economic Development Agreement with respect to the Transferred Property to Assignee as of the Effective Date, as part of the Assignee's acquisition of the Transferred Property; and

WHEREAS, the City has considered Assignor's request to partially assign its interests and, by Resolution adopted by the City on _____, 2022, the City approved, ratified and consented to the assignment to Assignee by Assignor of all of Assignor's rights, titles and interests in the Amended Economic Development Ordinance and the Amended Economic Development Agreement with respect to the Transferred Property.

NOW, THEREFORE, in consideration of the premises and for the foregoing recitals which are incorporated herein by reference and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and delivers to Assignee all of Assignor's rights, titles and interests in and to the Amended Economic Development Ordinance and the Amended Economic Development Agreement solely with respect to the Transferred Property, and all matters related thereto, on and after the Effective Date, including all rights, duties, and obligations conferred by the Amended Economic Development Ordinance and the Amended Economic Development Agreement upon Assignor with respect to the Transferred Property. On and after the Effective Date, Assignor shall be fully released and discharged from any and all of Assignor's obligations under the Amended Economic Development Ordinance and Amended Economic Development Agreement with respect to the Transferred Property except: i) Assignor's reporting obligations as the owner of the Transferred Property on December

31, 2021; ii) those obligations arising directly from Assignor's actions or inactions which occurred prior to the Effective Date; and iii) the indemnity requirements in paragraph 5, below.

2. Assumption. Assignee hereby assumes all of Assignor's duties and obligations under the Amended Economic Development Ordinance and the Amended Economic Development Agreement solely with respect to the Transferred Property as of the Effective Date.

3. Consent to Assignment and Assumption. The above assignment and assumption is made subject to and is conditioned upon obtaining the consent or ratification from the City and the terms of the Amended Economic Development Agreement, and following receipt of such consent or ratification, shall be deemed effective as of the Effective Date. The City hereby approves, ratifies and consents to the assignment and assumption of the Amended Economic Development Ordinance and the Amended Economic Development Agreement with respect to the Transferred Property by Assignor to Assignee.

4. Representations and Warranties by Assignor and City.

(a) Assignor hereby represents and warrants to Assignee that both Assignor and Lot 3 Owner are not in breach or default under the Amended Economic Development Agreement, nor does any circumstance exist which, with notice or lapse of time or both, would constitute a breach of, or event of default under, the Amended Economic Development Agreement, that the Amended Economic Development Agreement is in full force and effect and the copy of the Amended Economic Development Agreement attached hereto as Exhibit "A" is a true, correct and complete copy and has not been amended or modified, and that all requirements of Assignor under the Amended Economic Development Agreement have been satisfied as of the Effective Date.

(b) The City hereby represents that, to the best of the City's knowledge, the Assignor and Lot 3 Owner are not in breach or default under the Amended Economic Development Agreement, nor does any circumstance exist which, with notice or lapse of time or both, would constitute a breach of, or event of default under the Amended Economic Development Agreement.

(c) Assignor and the City hereby represent and warrant that the term of the Amended Economic Development Agreement expires thirty (30) years after the year in which the Project is first placed in service, and that no amounts are due and payable by Assignor, or any other party to the Amended Economic Development Agreement, to the City under the Amended Economic Development Agreement with respect to the Transferred Property as of the Effective Date.

5. Indemnity.

(a) Assignor hereby agrees to indemnify, defend and hold Assignee, its affiliates, successors and assigns, harmless from and against any claims, penalties, damages, costs and expenses incurred in connection with the Amended Economic Development Agreement (including, without limitation, reasonable attorneys' fees and court costs) and liabilities that result directly from the failure of Assignor and any of its affiliates to perform their obligations thereunder, or to observe the covenants and conditions in, the Amended Economic Development Agreement. Notwithstanding the foregoing, any obligations under the Amended Economic Development Agreement with respect to the Transferred Property that accrue after the Effective Date (other than matters related to the property tax return to be filed with respect to the Transferred Property based

on ownership thereof by Assignor as of December 31, 2021, with payments and/or reimbursements pursuant to such return to be subject to the terms of the purchase agreement between Assignor and Assignee with respect to the Transferred Property) shall be the sole responsibility of Assignee and Assignor has no obligation to indemnify Assignee for such matters (collectively, the "Assignee Obligations"). The Assignee Obligations shall include, for the avoidance of doubt, obligations with respect to the Transferred Property relating to fees in lieu of tax for property tax years 2023 and thereafter (i.e., property taxes measured based upon ownership as of December 31, 2022 and thereafter), and obligations with respect to the Transferred Property for fees in lieu of tax relating to periods from and after the Effective Date.

i) Assignee agrees that it shall not pursue a recovery against Assignor for indemnification under paragraph 5(a) after the date that Assignor or its affiliates last have an ownership interest in the Project, except to the extent such right to indemnification arises from a breach of the obligations of Assignor and/or its affiliates under the Amended Economic Development Agreement prior to the Effective Date.

(b) Assignee agrees to indemnify, defend and hold Assignor, its affiliates, successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities that: (i) relate to the Assignee Obligations or otherwise result directly from the failure of Assignee to perform its obligations under, or to observe the covenants and conditions in, the Amended Economic Development Agreement, with respect to the Transferred Property, provided that any such obligation accrued after the Effective Date; or (ii) arise from any modification or amendment to the Amended Economic Development Agreement on or after the Effective Date with respect to the Transferred Property, except in the event that such modification or amendment was requested or consented to by Assignor or any Affiliate of the Developer (as such term is defined in the Amended Economic Development Agreement) of Assignor (in each case, as such relate to the Transferred Property).

6. Entire Agreement. This Agreement, together with any contemporaneous agreements (including any documents incorporated herein by reference), constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection herewith. No interpretation, modification, termination or waiver of any provision of, or default pursuant to, this Agreement shall be binding upon a Party unless in writing and signed by the Party against whom enforcement is sought. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

7. Waiver Limitation. No failure or delay in exercising any right, power or remedy hereunder shall constitute a waiver, forfeiture or other impairment of such right, power or remedy. Except as expressly provided herein to the contrary, the rights, powers and remedies herein are cumulative rather than exclusive and may be exercised concurrently or consecutively in any order.

8. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of conflicts of law. The parties hereto agree to submit to and be bound by the jurisdiction of the

courts, either federal or state, of the State of South Carolina. Venue for any action brought to enforce this Agreement shall lie in Spartanburg County, South Carolina.

9. Attorneys' Fees. In the event that any Party shall bring an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action shall be entitled to court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court or arbitration panel having jurisdiction over the matter, including, but not limited to, attorneys' fees and costs incurred in courts of original jurisdiction, bankruptcy courts or appellate courts, and in the enforcement or collection of an award or judgment; except, however, the City shall not be liable for another party's court costs or attorney's fees regardless of the prevailing party.

10. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Severability. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Additionally, the parties hereto acknowledge and agree that any Party may execute facsimile copies, and said facsimile copies will have the same binding effect as executed original counterparts.

13. Facsimile/Scanned Signature. The Parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each Party.

14. Partial Assignment. The parties hereto acknowledge and agree that the Amended Economic Development Agreement shall remain in full force and effect with respect to all portions of the Project (as defined in the Amended Economic Development Agreement) and all existing parties thereto from and after the Effective Date. The City agrees that the remedies upon an Event of Default (as defined in the Amended Economic Development Agreement) may be exercised solely with respect to the defaulting entity.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ASSIGNOR:

CP GREER, LLC

By: _____
Name: _____
Title: _____

Solely in connection with any interest W/C GSP LOT 3 OWNER VIII, L.L.C., a Delaware limited liability company (“Lot 3 Owner”) may have in the Amended Economic Development Agreement with respect to the Transferred Property as a “Developer” (as defined in the Amended Economic Development Agreement), Lot 3 Owner consents to and ratifies the assignment by Assignor under this Agreement of all of the Developer’s rights in the Amended Economic Development Ordinance and Amended Economic Development Agreement solely with respect to the Transferred Property to Assignee, and Lot 3 Owner acknowledges it has no further interest in the Amended Economic Development Agreement solely with respect to the Transferred Property on or after the Effective Date.

W/C GSP LOT 3 OWNER VIII, L.L.C.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ASSIGNEE:

LBA OR CORE-COMPANY, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GREER, SOUTH CAROLINA

(SEAL)

Richard W. Danner, Mayor

ATTEST:

By: _____
Tamela Duncan, Municipal Clerk

EXHIBIT A
AMENDED ECONOMIC DEVELOPMENT AGREEMENT

**AMENDED AND RESTATED
ECONOMIC DEVELOPMENT AGREEMENT**

This Amended and Restated Economic Development Agreement ("**Agreement**") is effective February 23, 2021 ("**Effective Date**"), by and among The City of Greer, a body corporate and politic ("**City**") of the State of South Carolina ("**State**"), and CP GREER, LLC, a Delaware limited liability company ("**CPG**") and W/C GSP LOT 3 OWNER VIII, L.L.C., a Delaware limited liability company ("**Lot 3 Owner**") and collectively with CPG, the "**Developer**"). The City, CPG and Lot 3 Owner are each a "**Party**," collectively, "**Parties**."

W I T N E S S E T H

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

WHEREAS, W/C GSP JV VIII, L.L.C. (the "**Original Developer**"), previously known to City Council as "Project O'Hare," proposed to develop a Project (as defined below) on land to be annexed into the City and more fully described in Exhibit A-1 (the "**Land**");

WHEREAS, the Original Developer represented that it would individually and/or through certain affiliates of the Original Developer invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the City ("**Project**"), which will result in an expected investment of \$27,600,000 in new, taxable investment in the City;

WHEREAS, Spartanburg County ("**County**") and Cherokee County have established a joint county industrial and business park ("**Park**") by entering into an Agreement for Development for Joint County Industrial and Business Park, dated as of April 20, 2009, as may be amended or supplemented from time to time ("**Park Agreement**"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, (collectively, "**Multi-County Park Act**"), and the City consented to the County (subject to certain protections in favor of the City) to cause the Project to be located in the Park so as to afford the Developer the benefits of the Infrastructure Act;

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

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

WHEREAS, the City has determined and found, solely on the basis of representations of the Developer, that the Project is anticipated to benefit the general public welfare of the City by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the City or a charge against the general credit or taxing power of the City; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the City, are proper governmental and public purposes; that the inducement of the location of the Project in the City and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and

WHEREAS, the City, acting by and through the City Council, duly enacted Ordinance No. 9-2019 on April 9, 2019 (the "**Original Economic Development Ordinance**") and, in accordance with the Original Economic Development Ordinance, the City and the Original Developer entered into an Economic Development Agreement, dated as of April 9, 2019 (the "**Original Economic Development Agreement**"), pursuant to which the Original Developer agreed to make, and the City agreed to accept, certain Fee Payments with respect to certain eligible property constituting one or more new distribution/manufacturing facilities in the City (as more particularly described in the Original Economic Development Agreement and pursuant to which the City agreed to make certain payments to the Original Developer ("**Infrastructure Reimbursement Payments**") from the City's portion of the Fee Payments in reimbursement of a portion of the cost of the infrastructure with respect to the Project as set forth in the Original Economic Development Agreement; and

WHEREAS, in accordance with the terms of the Original Economic Development Agreement and pursuant to the required notice to the City, the Original Developer assigned to CPG and Lot 3 Owner all of the Original Developer's rights, titles and interests in and to the Original Economic Development Ordinance and the Original Economic Development Agreement, and all matters related thereto, including, without limitation, the Infrastructure Reimbursement Payments to each respective assignee as such Reimbursement Payments relate to the Fee Payments made by each such assignee; and

WHEREAS, the Developer desires to acquire certain additional property more fully described in Exhibit A-2 ("**Additional Land**") to be added to the Project; and

WHEREAS, the City and the Developer desire to amend and restate the terms and provisions of the Economic Development Agreement, all as set forth in greater detail in this Economic Development Agreement;

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

ARTICLE I DEFINITIONS

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

"*Additional Land*" has the meaning set forth with respect to such term in the recitals to this Agreement .

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

otherwise.

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

"*Code*" means the Code of Laws of South Carolina 1976, as amended.

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

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

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

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

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

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

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

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

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

"*Effective Date*" means the date set forth on the cover page of this Agreement.

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

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

"*FILOT Act*" means Title 4, Section 29, of the Code.

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

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

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

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

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

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

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

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

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

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

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

"*Project*" has the meaning set forth with respect to such term in the recitals to this Agreement and shall include the Additional Land upon its acquisition by Lot 3 Owner.

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

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

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

(a) Each of CPG and Lot 3 Owner is a limited liability company duly organized, validly existing and in good standing, under the laws of the State of Delaware and is qualified to do business in the State of South Carolina, has power to enter into this Agreement and carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

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

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

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

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

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

SECTION 2.03. Covenants of the City.

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

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

(c) The City covenants that it will from time to time, at the request and expense of the Developer, execute and deliver such further instruments and take such further action as may be necessary and prudent and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the City within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

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

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

ARTICLE III REIMBURSEMENT PAYMENTS

SECTION 3.01. Payment of Costs of Infrastructure.

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

SECTION 3.02. Infrastructure Reimbursement Payments.

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

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

2. In no event shall the aggregate amount of all the County SSRC's and Infrastructure Reimbursement Payments claimed by the Developer during the Infrastructure Reimbursement Period exceed the amount expended by the Developer with respect to the Cost of Infrastructure at any point in time. The Developer shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B ("Certificate"). Notwithstanding any provision of this Agreement to the contrary, the Developer may deliver the Certificate marked "Final and Complete," at which time the cumulative Cost of Infrastructure will be deemed final and that amount will be used by the City as the final and maximum amount that the aggregate County SSRCs and Infrastructure Reimbursement Payments will not exceed. Upon the presentation of the final Certificate, the Developer will no longer be required to provide annual certifications, nor will the Developer be eligible to add any new or additional costs to the Cost of Infrastructure.

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

Payment. The City will reconcile the amounts provided on the certificate with the amount actually received by the City from the County and the City will make the Infrastructure Reimbursement Payment in the corrected amount, if necessary, with a written explanation of the difference between the corrected amount and the amount reflected on the Company's certification.

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

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

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

(b) THIS AGREEMENT AND THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE CITY PROVIDED BY THE CITY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE CITY FROM THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE CITY ARE NOT PLEDGED FOR THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS.

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

ARTICLE IV

**CONDITIONS TO DELIVERY OF AGREEMENT;
TITLE TO PROJECT**

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

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

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

**ARTICLE V
DEFAULTS AND REMEDIES**

SECTION 5.01. Events of Default. If the City or the Developer shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the City or the Developer, respectively, specifying the failure and requesting that it be remedied is given to the City by the Developer, or to the Developer by the City, by first-class mail, the City or the Developer, respectively, shall be in default under this Agreement (an "Event of Default").

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

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

(b) bring suit upon this Agreement;

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

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

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

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

ARTICLE VI MISCELLANEOUS

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

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

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

SECTION 6.04. No Liability for Personnel of the City or the Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any agent or employee of the City or its governing body or the Developer or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the City nor any official executing this Agreement shall be liable personally on the Infrastructure Reimbursement Payments or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

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

If to the City:

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

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

if to the Developer: W/C GSP LOT 3 Owner VIII, L.L.C.
CP GREER, LLC
c/o Clarius Partners
Attn: Craig Dannegger
200 W. Madison Street, Suite 3410
Chicago, Illinois 60606

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

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

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

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

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

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

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the City, its members, officers, elected officials, employees, servants and agents (collectively, "Indemnified Parties") shall not incur pecuniary liability by reason of the terms of this Agreement, any Joinder Agreement, or the undertakings required of the City hereunder, by reason of the granting of the Infrastructure Reimbursement Payments, by reason of the execution of this Agreement, any Joinder Agreement, by the reason of the performance of any act requested of it by the Developer, or by reason of the City's relationship to the Project or by the operation of the Project by the Developer, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the City or any of the other Indemnified Parties should be subject to any claims, liabilities or losses, or incur any pecuniary liabilities or losses, then in such event the Developer shall indemnify, defend and hold them harmless

against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Developer shall defend them in any such action or proceeding with legal counsel acceptable to the City (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the City, its agents, officers or employees, or (ii) any breach of this Agreement by the City.

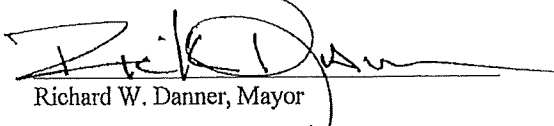
(b) Notwithstanding anything in this Agreement or any Joinder Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Developer, shall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

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

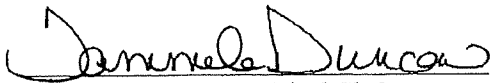
[CITY SIGNATURE PAGE: ECONOMIC DEVELOPMENT AGREEMENT]

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

CITY OF GREER, SOUTH CAROLINA


Richard W. Danner, Mayor

[SEAL]
ATTEST:


Tammela Duncan, Municipal Clerk

[DEVELOPER SIGNATURE PAGE: ECONOMIC DEVELOPMENT AGREEMENT]

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

CP GREER, LLC,
a Delaware limited liability company

By: W/C GSP JV VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

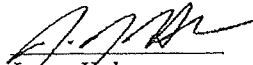
By: W GSP Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: 
Name: James Holmes
Title: Vice President

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

W/C GSP LOT 3 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W/C GSP JV VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W GSP Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

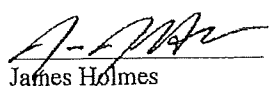
By: 
Name: James Holmes
Title: Vice President

EXHIBIT A-1

LAND

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land lying, being and situate in the City of Greer, County of Spartanburg, State of South Carolina and being shown as Lot 1 (1,747,541 square feet, 40.12 acres) on the Combination and Subdivision Plat for Clarius Partners, LLC dated March 20, 2019 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 175 at Page 736.

TMS No. 5-14-00-048.00

All that certain piece, parcel or tract of land lying, being and situate in the City of Greer, County of Spartanburg, State of South Carolina and being shown as Lot 2 (2,949,146 square feet, 67.70) acres on the Combination and Subdivision Plat for Clarius Partners, LLC dated March 20, 2019 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 175 at Page 736.

TMS No. 5-14-00-048.02

All that certain piece, parcel or tract of land lying, being and situate in the City of Greer, County of Spartanburg, State of South Carolina and being shown as Out Parcel B (Parking) (184,268 square feet, 4.23 acres) on the Combination and Subdivision Plat for Clarius Partners, LLC dated March 20, 2019 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 175 at Page 736.

TMS No. 5-14-00-041.00

All that certain piece, parcel or tract of land lying, being and situate in the City of Greer, County of Spartanburg, State of South Carolina and being shown as Lot 3 (1,841,311 square feet, 42.27 acres) on the Combination and Subdivision Plat for Clarius Partners, LLC dated March 20, 2019 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 175 at Page 736.

TMS No. 5-14-00-040.00

EXHIBIT A-2

ADDITIONAL LAND

LEGAL DESCRIPTION

All of that parcel or tract of land in Beech Springs Township of Spartanburg County, South Carolina, located about three (3) miles East of the City of Greer and on the South and West side of South Tyger River, bounded by said River, other lands of R. L. Lister, B. J. Lister, Sr. and W. Bruce Hunt, having the following courses and distances:

BEGINNING on a stone on the northwest corner of the tract herein conveyed, which stone is slightly northwest of the I. R. Kimbrell residence, and runs thence, S. 63-00 E. 12.93 chains to an iron pin in pile of rocks; thence, N. 44-00-00 E. 10.75 chains to a stake between two beech trees on South Tyger River; thence, jp the meanders of said river to a beech tree 3x on southwest bank of the river; thence, S. 15-45 W. 8.00 chains to the beginning corner, containing fifteen (15) acres, more or less.

TMS No. 5-14-00-040.01

EXHIBIT B

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

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

W/C GSP LOT 3 OWNER VIII, L.L.C.[CP GREER, LLC] ("Company") does hereby certify that as of _____, _____, the Company has or has caused at least \$ _____ in the Cost of Infrastructure in the Project, as such terms are defined in the Economic Development Agreement between the City of Greer, South Carolina and the Company dated as of April 9, 2019.

W/C GSP JV VIII, L.L.C.[CP GREER, LLC]

By: _____

Its: _____

EXHIBIT C

FORM OF JOINDER AGREEMENT

Reference is made to that certain ECONOMIC DEVELOPMENT AGREEMENT, dated as of February _____, 2021 ("Agreement"), by and among The City of Greer, a body corporate and politic ("City") of the State of South Carolina ("State"), and CP GREER, LLC, a Delaware limited liability company ("CPG") and W/C GSP LOT 3 OWNER VIII, L.L.C., a Delaware limited liability company ("Lot 3 Owner" and collectively with CPG, the "Developer"), a copy of which is attached hereto.

1. Joinder to Agreement. The undersigned hereby joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement and further acknowledges and agrees that the undersigned shall have all of the rights and obligations as an assignee or successor in interest to the Company as set forth in the Agreement.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement has the meanings set forth in the Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice. Notices under Section 6.5 of the Agreement shall be sent to:

Attn: _____

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

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

[]

By: _____

Its: _____

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

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk

EXHIBIT B
PROPERTY DESCRIPTION

CPG Parcel #1

All that certain piece, parcel or tract of land lying, being and situate in the City of Greer, County of Spartanburg, State of South Carolina and being shown as Lot 1 (1,747,541 square feet, 40.12 acres) on the Combination and Subdivision Plat for Clarius Partners, LLC dated March 20, 2019 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 175 at Page 736.

TMS No. 5-14-00-048.00

EXHIBIT A
AMENDED ECONOMIC DEVELOPMENT AGREEMENT

**AMENDED AND RESTATED
ECONOMIC DEVELOPMENT AGREEMENT**

This Amended and Restated Economic Development Agreement ("**Agreement**") is effective February 23, 2021 ("**Effective Date**"), by and among The City of Greer, a body corporate and politic ("**City**") of the State of South Carolina ("**State**"), and CP GREER, LLC, a Delaware limited liability company ("**CPG**") and W/C GSP LOT 3 OWNER VIII, L.L.C., a Delaware limited liability company ("**Lot 3 Owner**") and collectively with CPG, the "**Developer**"). The City, CPG and Lot 3 Owner are each a "**Party**," collectively, "**Parties**."

WITNESSETH

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

WHEREAS, W/C GSP JV VIII, L.L.C. (the "**Original Developer**"), previously known to City Council as "Project O'Hare," proposed to develop a Project (as defined below) on land to be annexed into the City and more fully described in Exhibit A-1 (the "**Land**");

WHEREAS, the Original Developer represented that it would individually and/or through certain affiliates of the Original Developer invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the City ("**Project**"), which will result in an expected investment of \$27,600,000 in new, taxable investment in the City;

WHEREAS, Spartanburg County ("**County**") and Cherokee County have established a joint county industrial and business park ("**Park**") by entering into an Agreement for Development for Joint County Industrial and Business Park, dated as of April 20, 2009, as may be amended or supplemented from time to time ("**Park Agreement**"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, (collectively, "**Multi-County Park Act**"), and the City consented to the County (subject to certain protections in favor of the City) to cause the Project to be located in the Park so as to afford the Developer the benefits of the Infrastructure Act;

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

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

WHEREAS, the City has determined and found, solely on the basis of representations of the Developer, that the Project is anticipated to benefit the general public welfare of the City by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the City or a charge against the general credit or taxing power of the City; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the City, are proper governmental and public purposes; that the inducement of the location of the Project in the City and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and

WHEREAS, the City, acting by and through the City Council, duly enacted Ordinance No. 9-2019 on April 9, 2019 (the "**Original Economic Development Ordinance**") and, in accordance with the Original Economic Development Ordinance, the City and the Original Developer entered into an Economic Development Agreement, dated as of April 9, 2019 (the "**Original Economic Development Agreement**"), pursuant to which the Original Developer agreed to make, and the City agreed to accept, certain Fee Payments with respect to certain eligible property constituting one or more new distribution/manufacturing facilities in the City (as more particularly described in the Original Economic Development Agreement and pursuant to which the City agreed to make certain payments to the Original Developer ("**Infrastructure Reimbursement Payments**") from the City's portion of the Fee Payments in reimbursement of a portion of the cost of the infrastructure with respect to the Project as set forth in the Original Economic Development Agreement; and

WHEREAS, in accordance with the terms of the Original Economic Development Agreement and pursuant to the required notice to the City, the Original Developer assigned to CPG and Lot 3 Owner all of the Original Developer's rights, titles and interests in and to the Original Economic Development Ordinance and the Original Economic Development Agreement, and all matters related thereto, including, without limitation, the Infrastructure Reimbursement Payments to each respective assignee as such Reimbursement Payments relate to the Fee Payments made by each such assignee; and

WHEREAS, the Developer desires to acquire certain additional property more fully described in Exhibit A-2 ("**Additional Land**") to be added to the Project; and

WHEREAS, the City and the Developer desire to amend and restate the terms and provisions of the Economic Development Agreement, all as set forth in greater detail in this Economic Development Agreement;

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

ARTICLE I DEFINITIONS

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

"*Additional Land*" has the meaning set forth with respect to such term in the recitals to this Agreement .

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

otherwise.

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

"*Code*" means the Code of Laws of South Carolina 1976, as amended.

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

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

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

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

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

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

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

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

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

"*Effective Date*" means the date set forth on the cover page of this Agreement.

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

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

"*FILOT Act*" means Title 4, Section 29, of the Code.

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

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

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

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

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

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

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

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

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

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

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

"*Project*" has the meaning set forth with respect to such term in the recitals to this Agreement and shall include the Additional Land upon its acquisition by Lot 3 Owner.

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

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

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

(a) Each of CPG and Lot 3 Owner is a limited liability company duly organized, validly existing and in good standing, under the laws of the State of Delaware and is qualified to do business in the State of South Carolina, has power to enter into this Agreement and carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

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

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

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

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

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

SECTION 2.03. Covenants of the City.

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

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

(c) The City covenants that it will from time to time, at the request and expense of the Developer, execute and deliver such further instruments and take such further action as may be necessary and prudent and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the City within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

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

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

ARTICLE III REIMBURSEMENT PAYMENTS

SECTION 3.01. Payment of Costs of Infrastructure.

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

SECTION 3.02. Infrastructure Reimbursement Payments.

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

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

2. In no event shall the aggregate amount of all the County SSRC's and Infrastructure Reimbursement Payments claimed by the Developer during the Infrastructure Reimbursement Period exceed the amount expended by the Developer with respect to the Cost of Infrastructure at any point in time. The Developer shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B ("Certificate"). Notwithstanding any provision of this Agreement to the contrary, the Developer may deliver the Certificate marked "Final and Complete," at which time the cumulative Cost of Infrastructure will be deemed final and that amount will be used by the City as the final and maximum amount that the aggregate County SSRCs and Infrastructure Reimbursement Payments will not exceed. Upon the presentation of the final Certificate, the Developer will no longer be required to provide annual certifications, nor will the Developer be eligible to add any new or additional costs to the Cost of Infrastructure.

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

Payment. The City will reconcile the amounts provided on the certificate with the amount actually received by the City from the County and the City will make the Infrastructure Reimbursement Payment in the corrected amount, if necessary, with a written explanation of the difference between the corrected amount and the amount reflected on the Company's certification.

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

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

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

(b) THIS AGREEMENT AND THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE CITY PROVIDED BY THE CITY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE CITY FROM THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE CITY ARE NOT PLEDGED FOR THE INFRASTRUCTURE REIMBURSEMENT PAYMENTS.

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

ARTICLE IV

**CONDITIONS TO DELIVERY OF AGREEMENT;
TITLE TO PROJECT**

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

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

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

**ARTICLE V
DEFAULTS AND REMEDIES**

SECTION 5.01. Events of Default. If the City or the Developer shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the City or the Developer, respectively, specifying the failure and requesting that it be remedied is given to the City by the Developer, or to the Developer by the City, by first-class mail, the City or the Developer, respectively, shall be in default under this Agreement (an "Event of Default").

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

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

(b) bring suit upon this Agreement;

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

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

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

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

ARTICLE VI MISCELLANEOUS

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

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

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

SECTION 6.04. No Liability for Personnel of the City or the Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any agent or employee of the City or its governing body or the Developer or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the City nor any official executing this Agreement shall be liable personally on the Infrastructure Reimbursement Payments or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

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

If to the City:

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

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

if to the Developer: W/C GSP LOT 3 Owner VIII, L.L.C.
CP GREER, LLC
c/o Clarius Partners
Attn: Craig Dannegger
200 W. Madison Street, Suite 3410
Chicago, Illinois 60606

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

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

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

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

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

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

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the City, its members, officers, elected officials, employees, servants and agents (collectively, "Indemnified Parties") shall not incur pecuniary liability by reason of the terms of this Agreement, any Joinder Agreement, or the undertakings required of the City hereunder, by reason of the granting of the Infrastructure Reimbursement Payments, by reason of the execution of this Agreement, any Joinder Agreement, by the reason of the performance of any act requested of it by the Developer, or by reason of the City's relationship to the Project or by the operation of the Project by the Developer, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the City or any of the other Indemnified Parties should be subject to any claims, liabilities or losses, or incur any pecuniary liabilities or losses, then in such event the Developer shall indemnify, defend and hold them harmless

against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Developer shall defend them in any such action or proceeding with legal counsel acceptable to the City (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the City, its agents, officers or employees, or (ii) any breach of this Agreement by the City.

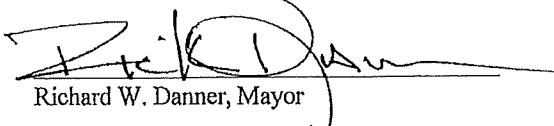
(b) Notwithstanding anything in this Agreement or any Joinder Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Developer, shall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

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

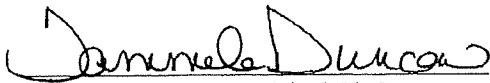
[CITY SIGNATURE PAGE: ECONOMIC DEVELOPMENT AGREEMENT]

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

CITY OF GREER, SOUTH CAROLINA


Richard W. Danner, Mayor

[SEAL]
ATTEST:


Tammela Duncan, Municipal Clerk

[DEVELOPER SIGNATURE PAGE: ECONOMIC DEVELOPMENT AGREEMENT]

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

CP GREER, LLC,
a Delaware limited liability company

By: W/C GSP JV VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

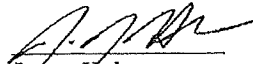
By: W GSP Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: 
Name: James Holmes
Title: Vice President

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

W/C GSP LOT 3 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W/C GSP JV VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W GSP Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

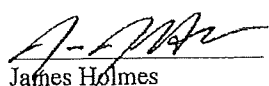
By: 
Name: James Holmes
Title: Vice President

EXHIBIT A-1

LAND

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land lying, being and situate in the City of Greer, County of Spartanburg, State of South Carolina and being shown as Lot 1 (1,747,541 square feet, 40.12 acres) on the Combination and Subdivision Plat for Clarius Partners, LLC dated March 20, 2019 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 175 at Page 736.

TMS No. 5-14-00-048.00

All that certain piece, parcel or tract of land lying, being and situate in the City of Greer, County of Spartanburg, State of South Carolina and being shown as Lot 2 (2,949,146 square feet, 67.70) acres on the Combination and Subdivision Plat for Clarius Partners, LLC dated March 20, 2019 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 175 at Page 736.

TMS No. 5-14-00-048.02

All that certain piece, parcel or tract of land lying, being and situate in the City of Greer, County of Spartanburg, State of South Carolina and being shown as Out Parcel B (Parking) (184,268 square feet, 4.23 acres) on the Combination and Subdivision Plat for Clarius Partners, LLC dated March 20, 2019 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 175 at Page 736.

TMS No. 5-14-00-041.00

All that certain piece, parcel or tract of land lying, being and situate in the City of Greer, County of Spartanburg, State of South Carolina and being shown as Lot 3 (1,841,311 square feet, 42.27 acres) on the Combination and Subdivision Plat for Clarius Partners, LLC dated March 20, 2019 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 175 at Page 736.

TMS No. 5-14-00-040.00

EXHIBIT A-2

ADDITIONAL LAND

LEGAL DESCRIPTION

All of that parcel or tract of land in Beech Springs Township of Spartanburg County, South Carolina, located about three (3) miles East of the City of Greer and on the South and West side of South Tyger River, bounded by said River, other lands of R. L. Lister, B. J. Lister, Sr. and W. Bruce Hunt, having the following courses and distances:

BEGINNING on a stone on the northwest corner of the tract herein conveyed, which stone is slightly northwest of the I. R. Kimbrell residence, and runs thence, S. 63-00 E. 12.93 chains to an iron pin in pile of rocks; thence, N. 44-00-00 E. 10.75 chains to a stake between two beech trees on South Tyger River; thence, jp the meanders of said river to a beech tree 3x on southwest bank of the river; thence, S. 15-45 W. 8.00 chains to the beginning corner, containing fifteen (15) acres, more or less.

TMS No. 5-14-00-040.01

EXHIBIT B

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

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

W/C GSP LOT 3 OWNER VIII, L.L.C.[CP GREER, LLC] ("Company") does hereby certify that as of _____, _____, the Company has or has caused at least \$ _____ in the Cost of Infrastructure in the Project, as such terms are defined in the Economic Development Agreement between the City of Greer, South Carolina and the Company dated as of April 9, 2019.

W/C GSP JV VIII, L.L.C.[CP GREER, LLC]

By: _____

Its: _____

EXHIBIT C

FORM OF JOINDER AGREEMENT

Reference is made to that certain ECONOMIC DEVELOPMENT AGREEMENT, dated as of February _____, 2021 ("Agreement"), by and among The City of Greer, a body corporate and politic ("City") of the State of South Carolina ("State"), and CP GREER, LLC, a Delaware limited liability company ("CPG") and W/C GSP LOT 3 OWNER VIII, L.L.C., a Delaware limited liability company ("Lot 3 Owner" and collectively with CPG, the "Developer"), a copy of which is attached hereto.

1. Joinder to Agreement. The undersigned hereby joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement and further acknowledges and agrees that the undersigned shall have all of the rights and obligations as an assignee or successor in interest to the Company as set forth in the Agreement.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement has the meanings set forth in the Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice. Notices under Section 6.5 of the Agreement shall be sent to:

Attn: _____

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

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

[]

By: _____

Its: _____

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

CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk

EXHIBIT B
PROPERTY DESCRIPTION

CPG Parcel #1

All that certain piece, parcel or tract of land lying, being and situate in the City of Greer, County of Spartanburg, State of South Carolina and being shown as Lot 1 (1,747,541 square feet, 40.12 acres) on the Combination and Subdivision Plat for Clarius Partners, LLC dated March 20, 2019 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 175 at Page 736.

TMS No. 5-14-00-048.00



AGENDA
GREER CITY COUNCIL
4/26/2022

Approval of Accommodations Tax Committee Grant Recommendations

Summary:

The City of Greer ATAX Committee met March 30, 2022, to review eight applications received for ATAX Grants. The Committee recommends the attached funding summary to be approved by City Council for award to the recipients.

Executive Summary:

David Seifert, Chief Financial Officer

ATTACHMENTS:

Description		Upload Date	Type
▢	ATAX Committee Meeting Minutes of 3/30/2022	4/21/2022	Backup Material
▢	ATAX Committee Recommendations for Grant Awards	4/21/2022	Backup Material

Accommodations Tax Advisory Committee

March 30, 2022

Minutes of Business Meeting

Conference Room 116, Greer City Hall

I. CALL TO ORDER – 1:35 PM

The following members of the Accommodations Tax Advisory Committee were in attendance: Bill Tyler, Barbara Bohley, Sharon Murry, Reno Deaton, and Erin Williams. Absent: Sierra Jones, and Jacqui Rose. Others present: David Seifert and Kenna McLarty.

Barbara Bohley called the meeting to order and the floor was opened for nominations for committee Chair and Vice-Chair.

Bill Tyler withdrew from consideration for Chair and Vice Chair nominations.

Bill Tyler made a motion, seconded by Sharon Murray, to appoint Barbara Bohley as Chair. Motion carried unanimously.

Reno Deaton made a motion, seconded by Barbara Bohley, to appoint Erin Williams as Vice-Chair. Motion carried unanimously.

II. OLD BUSINESS

Kenna McLarty reported on the status of the grants funded for fiscal year 2021.

III. NEW BUSINESS

Kenna McLarty reported on the state accommodations tax funds received and available to grant for fiscal year 2022. Amount available to grant totals \$36,200. The committee received eight applications requesting \$117,750 in funding and made the following recommendations to present to City of Greer Council:

- 1. Round Table Community - Upstate Renaissance Faire**
Organization Requested \$25,000. Grant recommended \$20,000.
- 2. Greer Parks, Recreation, and Tourism - Christmas 7s Regional Rugby Tournament**
Organization requested \$5,000. Grant recommended \$5,000.
- 3. Euro Auto Festival - Euro Auto Festival**
Organization requested \$5,000. Grant recommended \$5,000.
- 4. Greer Chamber of Commerce - Greer Arts & Eats Festival**
Organization requested \$20,000. Grant recommended \$5,000.
- 5. Foothills Philharmonic - 2022 Greer Concert Series**
Organization requested \$4,500. Grant recommended \$600.
- 6. Greer Cultural Arts Council – City of Greer Center for the Arts Public Art**
Organization requested \$10,000. Grant recommended \$600.
- 7. South Carolina Charities, Inc. – BMW Charity Pro-Am**
Organization requested \$40,000. Grant recommended \$0.

However, if any funds are returned to the City of Greer from past award winners, those funds will be awarded to South Carolina Charities Inc. - BMW Charity Pro-Am.

- 8. Greer Cultural Arts Council – City of Greer Center for the Arts Theatrical Lighting Upgrade**
Organization requested \$8,250. Grant recommended \$0

Reno Deaton made a motion, seconded by Bill Tyler, to approve grant recommendations as noted. Motion carried unanimously

Erin Williams made a motion, seconded by Sharon Murry, to add to the grant application the location of the proposed event. Motion carried unanimously.

Discussion took place on the need for more data to support the awarding of funds. Applicants need to provide evidence on how their event may directly impacted the local economy and any other relevant data.

IV. ADJOURNMENT – 2:26 PM

Bill Tyler made a motion, seconded by Reno Deaton, to adjourn. Motion was unanimously approved. Barbara Bohley adjourned the meeting.

City of Greer
Disbursement of State Accommodations Taxes
Allocation Distribution Recommendations
April 26, 2022

The Accommodations Tax Committee of the City of Greer respectfully submits the following recommendations to the Council of the City of Greer for the funding of applications for grants from Accommodations Tax Grant Funding Program for fiscal year ended June 30, 2021. If the recommendations are approved, there will be remaining funds of \$13.94 available for allocation and distribution to future qualified events and projects.

			<u>Funding Available</u>
			\$36,213.94
<u>Applications Received</u>	<u>Project</u>	<u>Amount Requested</u>	<u>Recommendation</u>
Round Table Community	Upstate Renaissance Faire	\$25,000.00	\$20,000.00
Euro Auto Festival	Euro Auto Festival	\$5,000.00	\$5,000.00
Greer Parks, Recreation, and Tourism	Christmas 7s Regional Rugby Tournament	\$5,000.00	\$5,000.00
Greer Chamber of Commerce	Greer Arts & Eats Festival	\$20,000.00	\$5,000.00
Foothills Philharmonic	2022 Greer Concert Series	\$4,500.00	\$600.00
Greer Cultural Arts Council	City of Greer Center for the Arts Public Art	\$10,000.00	\$600.00
Greer Cultural Arts Council	City of Greer Center for the Arts Theatrical Lighting Upgrade	\$8,250.00	\$0.00
SC Charities, Inc.	BMW Charity Pro-Am	\$40,000.00	\$0.00
			<u>Remaining Funds Available</u>
			\$13.94

If funds are returned to the City of Greer from past award winners, those funds will be awarded to South Carolina Charities Inc. - BMW Charity Pro-Am.



AGENDA
GREER CITY COUNCIL
4/26/2022

Bid Summary - Fireworks at Freedom Blast 2022

Summary:

The City of Greer Parks and Recreation Department obtained one sealed bid from a qualified interested offeror for the display of fireworks for the City of Greer Freedom Blast festival. Bid includes materials and labor cost for fireworks display. Prices are as follows: Zambelli Fireworks \$25,000.00 Staff has reviewed the information contained in proposal such as references, pricing, etc. Staff recommends the bid be awarded to Zambelli Fireworks. The submitted bid is within budget, and Zambelli Fireworks is a nationally recognized company and leader in the fireworks industry. They are a very reputable company with an extensive work history in the City of Greer, providing fireworks for Freedom Blast for the past ten years. If awarded, this will be a two year contract with the option to renew the contract with Zambelli Fireworks annually, for no more than two (2) years based on performance and service. (Action Required)

Executive Summary:

Andy Merriman, City Administrator

ATTACHMENTS:

Description	Upload Date	Type
❏ Cover Memo	4/25/2022	Cover Memo
❏ Bid Summary	4/25/2022	Backup Material

Memorandum

To: Andrew Merriman, City Administrator

From: Robbie Davis, Events Supervisor

cc: Tammy Duncan, Municipal Clerk
Ann Cunningham, Director, Parks and Recreation

Date: April 12, 2022

Re: City of Greer Freedom Blast Fireworks

The City of Greer Parks and Recreation Department obtained one sealed bid from a qualified interested offeror for the display of fireworks for the City of Greer Freedom Blast festival. Bid includes materials and labor cost for fireworks display. Prices are as follows:

Zambelli Fireworks	\$25,000.00
--------------------	-------------

Staff has reviewed the information contained in proposal such as references, pricing, etc. Staff recommends the bid be awarded to Zambelli Fireworks. The submitted bid is within budget, and Zambelli Fireworks is a nationally recognized company and leader in the fireworks industry. They are a very reputable company with an extensive work history in the City of Greer, providing fireworks for Freedom Blast for the past ten years. If awarded, this will be a two year contract with the option to renew the contract with Zambelli Fireworks annually, for no more than two (2) years based on performance and service.



BID SUMMARY

Below, please find the summary of bid for **Fireworks at City of Greer's Freedom Blast 2022** as received by the City of Greer. The City of Greer received only one bidder for this project.

<u>Company</u>	<u>Location of Company</u>	<u>Price</u>
Zambelli Fireworks	Zambelli Fireworks	\$20,000 (18 minutes)
	120 Marshall Drive	\$25,000 (18 minutes)
	Warrendale, PA 15086	\$30,000 (20 minutes)

Category Number:
Item Number: 1.



AGENDA
GREER CITY COUNCIL
4/26/2022

Unified Development Ordinance (UDO) Workshop

Summary:

Zoning, Overlays and Uses

ATTACHMENTS:

Description	Upload Date	Type
▣ UDO Section 2 Zoning Draft	4/20/2022	Backup Material
▣ UDO Section 3 Overlays Draft	4/20/2022	Backup Material
▣ UDO Section 4 Uses Draft	4/20/2022	Backup Material

2. ZONING

DRAFT

- A. The official zoning map of the City is divided into residential zoning districts, nonresidential zoning districts, planned districts, and mixed-use zoning districts (each with their own distinct standards). The zoning map is adopted by reference herein; however, has been officially adopted by the City of Greer as part of Ordinance No. _____ Dated, _____, as may be amended by the City from time to time, together with all of the explanatory material thereon. The official zoning map shall be identified by the signature of the mayor, City attorney, and attested by the City Clerk.
- B. No changes shall be made in the official zoning map except in conformity with the procedures set forth in this UDO.
- C. The official zoning map is the final authority as to the zoning status of all lands and waters in the City.
- D. Former and New Districts. Table 2 below identifies former zoning districts and the transition into zoning districts defined in this UDO.

Table 2. Zoning Districts

FORMER DISTRICT	NEW DISTRICT	UDO SECTION
RESIDENTIAL DISTRICTS		
(R-S) RESIDENTIAL SUBURBAN	(RR) RURAL RESIDENTIAL	SECTION 2.1.1
(R-20) RESIDENTIAL 20	(SN) SUBURBAN NEIGHBORHOOD	SECTION 2.1.2
(R-15) RESIDENTIAL 15		
(R-12) RESIDENTIAL 12		
(R-10) RESIDENTIAL 10		
(R-7.5) RESIDENTIAL 7.5	(TN) TRADITIONAL NEIGHBORHOOD	SECTION 2.1.3
(R-5) RESIDENTIAL 5		
(RM-1) RESIDENTIAL MULTI-FAMILY	(MD) MEDIUM DENSITY RESIDENTIAL	SECTION 2.1.4
(RM-2) RESIDENTIAL MULTI-FAMILY	(HD) HIGH DENSITY RESIDENTIAL	SECTION 2.1.5
NONRESIDENTIAL DISTRICTS		
(O-D) OFFICE DISTRICT	(OP) OFFICE PROFESSIONAL	SECTION 2.2.1
(C-2) COMMERCIAL DISTRICT	(CG) COMMERCIAL GENERAL	SECTION 2.2.2
(S-1) SERVICES DISTRICT	(BT) BUSINESS TECHNOLOGY	SECTION 2.2.3
(I-1) INDUSTRIAL DISTRICT	(ML) MANUFACTURING & LOGISTICS	SECTION 2.2.4
MIXED-USE DISTRICTS		
(C-1) COMMERCIAL	(GS) GREER STATION DOWNTOWN	SECTION 2.3.1
	(NC) NEIGHBORHOOD CENTER	SECTION 2.3.2
	(RC) REGIONAL CENTER	SECTION 2.3.3
(C-3) HIGHWAY COMMERCIAL	(CC) COMMERCIAL CORRIDOR	SECTION 2.3.4
SPECIAL DISTRICTS		

(PD;PD-I; PD-R) PLANNED DEVELOPMENT DISTRICT	(PD) PLANNED DEVELOPMENT	SECTION 2.3.1
(DRD) DESIGN REVIEW DISTRICT		

2.1. RESIDENTIAL DISTRICTS

2.1.1. RURAL RESIDENTIAL (RR)

A. **Purpose and Intent.** The Rural Residential (RR) zoning district is established to:

1. Allow for the use of land for single-family detached dwellings in a generally rural setting.
2. Promote the design of conservation subdivisions that are designed to allow for low-density residential areas that offer opportunities for low-intensity development.
3. Allow for designs that take into consideration natural features such as large stands of trees, steep slopes, vistas, floodplains and water bodies.
4. Allow for cluster subdivisions.
5. Provide regulations that discourage any use which, because of its character, would be a nuisance to the development of residences and would be detrimental to the quiet residential nature of areas included within this district.

B. **Development Standards.** The RR district shall conform to the standards identified below.

Table 2.1.1. RR Standards

LOT AND DENSITY STANDARDS	
LOT AREA (MIN)	32,000 SQ FT
LOT WIDTH (MIN)	100 FT
BUILDING COVERAGE (MAX)	30%
DENSITY (MAX)	1.5 DU/AC
DENSITY (MAX WITH CLUSTER)	2.25 DU/AC
SETBACK AND HEIGHT STANDARDS	
FRONT (MIN)	50 FT
REAR (MIN)	50 FT
SIDE (MIN)	30 FT
BUILDING HEIGHT (MAX)	35 FT
OTHER STANDARDS	
USE REGULATIONS	SECTION 4
DEVELOPMENT STANDARDS	SECTION 5
SUBDIVISION STANDARDS	SECTION 7
CLUSTER SUBDIVISION STANDARDS	SECTION 7.X

2.1.2. SUBURBAN NEIGHBORHOOD (SN)

A. **Purpose and Intent.** The Suburban Neighborhood (SN) zoning district is established to:

1. Allow for the use of land for single-family detached dwellings in a generally suburban character that is shaped by residential subdivisions of medium-lot homes with relatively uniform housing types and densities.
2. Promote the design of local streets in a curvilinear pattern with occasional cul-de-sacs to respond to and protect natural features
3. Allow for subdivisions that provide sidewalks, street trees, neighborhood parks, trails, and interconnected community open space.

4. Allow for cluster subdivisions.
5. Provide regulations that discourage any use which, because of its character, would be a nuisance to the development of residences and would be detrimental to the quiet residential nature of areas included within this district.

B. Development Standards. The SN district shall conform to the standards identified below.

Table 2.1.2. SN Standards

SN STANDARDS	RESIDENTIAL	NONRESIDENTIAL
LOT AND DENSITY STANDARDS		
LOT AREA (MIN)	9,000 SQ FT	30,000 SQ FT
LOT WIDTH (MIN)	40 FT	100 FT
BUILDING COVERAGE (MAX)	40%	50%
DENSITY (MAX)	4.0 DU/AC	N/A
DENSITY (MAX WITH CLUSTER)	5.0 DU/AC	-
SETBACK AND HEIGHT STANDARDS		
FRONT (MIN)	20 FT	30 FT
REAR (MIN)	15 FT (INTERIOR LOT); 25 FT (THROUGH LOT)	15 FT
SIDE (MIN)	10 FT (INTERIOR LOT); 20 FT (CORNER LOT)	20 FT
BUILDING HEIGHT (MAX)	35 FT	40 FT
OTHER STANDARDS		
USE REGULATIONS	SECTION 4	
DEVELOPMENT STANDARDS	SECTION 5	

BUILDING AND SITE DESIGN STANDARDS	SECTION 6
SUBDIVISION STANDARDS	SECTION 7
CLUSTER SUBDIVISION STANDARDS	SECTION 7.X

2.1.3. TRADITIONAL NEIGHBORHOOD (TN)

A. **Purpose and Intent.** The Traditional Neighborhood (TN) zoning district is established to:

1. Allow for the use of land for single-family dwellings (attached and detached) in a traditional city neighborhood setting with a mix of housing types.
2. Promote infill around the existing mixture of residential, commercial, and institutional uses that are of a compatible scale and character with surrounding homes.
3. Discourage any use which, because of its character, would be a nuisance to the development of residences and would be detrimental to the residential nature of areas included within this district.

B. **Development Standards.** The TN district shall conform to the standards identified below.

Table 2.1.3. TN Standards

TN STANDARDS	RESIDENTIAL		NONRESIDENTIAL
	DETACHED	ATTACHED	
LOT AND DENSITY STANDARDS			
LOT AREA (MIN)	5,000 SQ FT	3,500 SQ FT	30,000 SQ FT
LOT WIDTH (MIN)	45 FT	20 FT	100 FT
BUILDING COVERAGE (MAX)	45%	60%	60%
DENSITY (MAX)	10 DU/AC		N/A

DENSITY (MAX WITH CLUSTER)	12 DU/AC		-
SETBACK AND HEIGHT STANDARDS			
FRONT (MIN)	20 FT	15 FT/20 FT ^{Note 1}	15 FT
REAR (MIN)	5 FT		15 FT
SIDE (MIN)	5 FT		10 FT
BUILDING HEIGHT (MAX)	35 FT		35 FT
OTHER STANDARDS			
USE REGULATIONS	SECTION 4		
DEVELOPMENT STANDARDS	SECTION 5		
BUILDING AND SITE DESIGN STANDARDS	SECTION 6		
SUBDIVISION STANDARDS	SECTION 7		
CLUSTER SUBDIVISION STANDARDS	SECTION 7.X		
Note 1: 15-foot minimum front setback applies if parking is provided to the rear of the building, if parking area/garage is recessed or common parking area is provided in lieu of conventional driveway and or garage design.			

2.1.4. MEDIUM DENSITY RESIDENTIAL (MD)

A. Purpose and Intent.

1. The Medium Density Residential (MD) zoning district is established as a district in which the principal use of land is for multi-family dwellings including apartments and condominiums.
2. The regulations of this district are intended to discourage any use which, because of its character, would be a nuisance to the development of residences and would be detrimental to the residential nature of areas included within this district.

B. Development Standards. The MD district shall conform to the standards identified below.

Table 2.1.4. MD Standards

MD STANDARDS	RESIDENTIAL		NONRESIDENTIAL
	DETACHED	ATTACHED	
LOT AND DENSITY STANDARDS			
LOT AREA (MIN)	3,000 SQ FT	3,000 SQ FT	20,000 SQ FT
LOT WIDTH (MIN)	45 FT	20 FT	100 FT
BUILDING COVERAGE	45%	60%	60%
DENSITY (MAX)	15 DU/AC		N/A
SETBACK AND HEIGHT STANDARDS			
FRONT (MIN)	20 FT	15 FT/20 FT <small>Note 1</small>	20 FT
REAR (MIN)	5 FT		10 FT
SIDE (MIN)	5 FT		15 FT
BUILDING HEIGHT (MAX)	45 FT	45 FT/60 FT <small>Note 2</small>	45 FT
OTHER STANDARDS			
USE REGULATIONS	SECTION 4		
DEVELOPMENT STANDARDS	SECTION 5		
BUILDING AND SITE DESIGN STANDARDS	SECTION 6		
SUBDIVISION STANDARDS	SECTION 7		
Note 1: 15-foot minimum front setback applies if parking is provided to the rear of the building if parking area/garage is recessed or common parking area is provided in lieu of conventional driveway and or garage design.			
Note 2: 45-foot maximum where adjacent to single family residential (not part of the subject property/development); 60-foot maximum permitted otherwise.			

2.1.5. HIGH DENSITY RESIDENTIAL (HD)

A. Purpose and Intent.

1. The High Density Residential (HD) zoning district is established as a district in which the principal use of land is for high density development,

including multi-family dwellings such as apartments and condominiums; single family detached and attached are not permitted.

2. The regulations of this district are intended to discourage any use which, because of its character, would be a nuisance to the development of residences and would be detrimental to the residential nature of areas included within this district.

B. Development Standards. The HD district shall conform to the standards identified below.

Table 2.1.5. HD Standards

HD STANDARDS	RESIDENTIAL	NONRESIDENTIAL
LOT AND DENSITY STANDARDS		
LOT AREA (MIN)	2,500 SQ FT	15,000 SQ FT
LOT WIDTH (MIN)	30 FT	100 FT
BUILDING COVERAGE (MAX)	60%	70%
DENSITY (MAX)	25 DU/AC (BY-RIGHT) 40 DU/AC (SPECIAL EXCEPTION)	N/A
SETBACK AND HEIGHT STANDARDS		
FRONT (MIN)	15 FT/20 FT <small>Note 1</small>	20 FT
REAR (MIN)	10 FT/35 FT <small>Note 2</small>	10 FT
SIDE (MIN)	10 FT/35 FT <small>Note 2</small>	15 FT
BUILDING HEIGHT (MAX)	60 FT/75 FT (SPECIAL EXCEPTION) <small>Note 3</small>	45 FT
OTHER STANDARDS		
USE REGULATIONS	SECTION 4	
DEVELOPMENT STANDARDS	SECTION 5	
BUILDING AND SITE DESIGN STANDARDS	SECTION 6	

SUBDIVISION STANDARDS	SECTION 7
<p>Note 1: 15-foot minimum front setback applies if parking is provided to the rear of the building if parking area/garage is recessed or common parking area is provided in lieu of conventional driveway and or garage design. Note 2: 35-foot where adjacent to existing single family residential.</p> <p>Note 2: 35-foot where adjacent to existing single family residential.</p> <p>Note 3: building height above 60 feet require stepback of no less than 15 feet along front and where adjacent to RR, SN, TN districts.</p>	

2.2. NONRESIDENTIAL DISTRICTS

2.2.1. OFFICE PROFESSIONAL (OP)

A. Purpose and Intent.

1. The Office Professional (OP) zoning district is established as a district in which the principal use of land is for office and medical uses.
2. Residential uses may be permitted as part of a Special Exception. Where residential is proposed, it shall comply with the SN standards with respect to Lot and Density Standards, Setback and Height Standards, and Other Standards. Residential uses may not exceed 25 percent of the total acreage/project boundary of the OP parcel.
3. The regulations of this district are intended to discourage any use which, because of its character, would be a nuisance to the development of office and medical uses.

B. **Development Standards.** The OP district shall conform to the standards identified below.

Table 2.2.1. OP Standards

LOT AND DENSITY STANDARDS	
LOT AREA (MIN)	N/A
LOT WIDTH (MIN)	N/A
DENSITY (MAX)	See SN Zoning District & Related Standards
SETBACK AND HEIGHT STANDARDS	
FRONT (MIN)	25 FT
REAR (MIN)	20 FT

SIDE (MIN)	5 FT
BUILDING HEIGHT (MAX)	35 FT
OTHER STANDARDS	
USE REGULATIONS	SECTION 4
DEVELOPMENT STANDARDS	SECTION 5
BUILDING AND SITE DESIGN STANDARDS	SECTION 6
SUBDIVISION STANDARDS	SECTION 7

2.2.2. COMMERCIAL GENERAL (CG)

A. Purpose and Intent.

1. The Commercial General (CG) zoning district is established as a district in which the principal use of land is intended for commercial establishments.

B. Development Standards. The CG district shall conform to the standards identified below.

Table 2.2.2. CG Standards

LOT AND DENSITY STANDARDS	
LOT AREA (MIN)	N/A
LOT WIDTH (MIN)	N/A
DENSITY (MAX)	N/A
SETBACK AND HEIGHT STANDARDS	
FRONT (MIN)	25 FT
REAR (MIN)	20 FT
SIDE (MIN)	5 FT
BUILDING HEIGHT (MAX)	35 FT
OTHER STANDARDS	
USE REGULATIONS	SECTION 4
DEVELOPMENT STANDARDS	SECTION 5

BUILDING AND SITE DESIGN STANDARDS	SECTION 6
SUBDIVISION STANDARDS	SECTION 7

2.2.3. BUSINESS TECHNOLOGY (BT)

A. Purpose and Intent.

- The Business Technology (BT) zoning district is established to provide a transition between commercial and industrial districts, allowing for a wide range of uses including personal services and civic and institutional uses.

B. Development Standards. The BT district shall conform to the standards identified below.

Table 2.2.4. BT Standards

LOT AND DENSITY STANDARDS	
LOT AREA (MIN)	N/A
LOT WIDTH (MIN)	N/A
DENSITY (MAX)	N/A
SETBACK AND HEIGHT STANDARDS	
FRONT (MIN)	25 FT/ 50 FT ^{Note 1}
REAR (MIN)	25 FT ^{Note 2}
SIDE (MIN)	10 FT/25 FT ^{Note 3}
BUILDING HEIGHT (MAX)	45 FT
OTHER STANDARDS	
USE REGULATIONS	SECTION 4
DEVELOPMENT STANDARDS	SECTION 5
BUILDING AND SITE DESIGN STANDARDS	SECTION 6
SUBDIVISION STANDARDS	SECTION 7
Note 1: 25-foot minimum front setback applies if parking is to the rear of the building.	
Note 2: Rear setback does not apply to rail siding.	

Note 3: 25-foot minimum side setback applies where adjacent to residential zoned properties; additional setbacks may be required to achieve the Buffer Standards required in Section 5.

2.2.4. MANUFACTURING AND LOGISTICS (ML)

A. Purpose and Intent. The Manufacturing and Logistics (ML) zoning district is established to:

1. Allow for a range of industrial and logistic uses close to major transportation facilities.
2. Create development standards and building and site design standards which protect neighboring uses from nuisances and potentially harmful effects.
3. Support large-scale manufacturing and production, including assembly and processing, regional warehousing and distribution, bulk storage, and utilities.
4. Require landscaping requirements that screen development from the right-of-way and neighboring residential areas.

B. Development Standards. The ML district shall conform to the standards identified below.

Table 2.2.5. ML Standards

LOT AND DENSITY STANDARDS	
LOT AREA (MIN)	N/A
LOT WIDTH (MIN)	N/A
DENSITY (MAX)	N/A
SETBACK AND HEIGHT STANDARDS	
FRONT (MIN)	50 FT
REAR (MIN)	25 FT <small>Note 1, Note 2</small>
SIDE (MIN)	25 FT <small>Note 1, Note 2</small>
BUILDING HEIGHT (MAX)	90 FT

OTHER STANDARDS	
USE REGULATIONS	SECTION 4
DEVELOPMENT STANDARDS	SECTION 5
BUILDING AND SITE DESIGN STANDARDS	SECTION 6
SUBDIVISION STANDARDS	SECTION 7
<p>Note 1: Side and Rear setback does not apply to rail siding.</p> <p>Note 2: 25-foot minimum side setback applies where adjacent to residential zoned properties; additional setbacks may be required to achieve the Buffer Standards required in Section 5.</p>	

2.3. MIXED-USE DISTRICTS

2.3.1. GREER STATION DOWNTOWN (GS)

A. **Purpose and Intent.** The Greer Station Downtown (GS) zoning district is established to:

1. Implement the 2017 Downtown Streetscape Master Plan.
2. Allow for urban, high quality development that features a mixture of uses including civic, entertainment, cultural, mixed-use buildings, detached and attached single-family homes, and mid-sized multi-family and commercial development.
3. Create a compact, walkable, and well-connected urban environment with a wide sidewalk network and it support for multi-modal transportation.
4. Implement where applicable the design and development standards of the City's Board of Architectural Review.

B. **Development Standards.** The GS district shall conform to the standards identified below.

Table 2.3.1. Greer Station Downtown (GS)

LOT AND DENSITY STANDARDS	
LOT AREA (MIN)	N/A
LOT WIDTH (MIN)	N/A

DENSITY (MAX)	N/A ^{Note 1}
BUILDING PLACEMENT AND HEIGHT STANDARDS (BUILD-TO-ZONE; BTZ)	
FRONT	0 TO 10 FT
REAR	0 TO 10 FT
SIDE	0 TO 20 FT
BUILDING HEIGHT (MAX)	60 FT ^{Note 2}
FRONTAGE STANDARDS	
PERCENTAGE REQUIREMENT (MIN)	60 %
ENTRANCE LOCATION	FRONT ONLY (PRIMARY)
OFF-STREET PARKING/ LOCATION	
OFF-STREET PARKING/LOCATION	RESIDENTIAL: 1 SPACE/UNIT; ALL OTHER USES: NO PARKING REQUIRED/ LOCATION: REAR/SIDE ONLY
SIDEWALKS	
WIDTH	MINIMUM 8 FT
OTHER STANDARDS	
USE REGULATIONS	SECTION 4
DEVELOPMENT STANDARDS	SECTION 5
BUILDING AND SITE DESIGN STANDARDS ^{Note 3}	SECTION 6
SUBDIVISION STANDARDS	SECTION 7
<p>Note 1: Density is not regulated by dwelling units per acre but by building height and required residential off-street parking.</p> <p>Note 2: Up to 75 ft height allowed if first-floor retail is provided.</p> <p>Note 3: Certain areas of the GS zoning are subject to additional design and development standards and are require Board of Architectural Review (BAR) review and approval; See also C below.</p>	

C. Additional Development Standards. The following standards are required in addition to those within the Board of Architecture Standards, those within Section 6. Building and Site Design Standards, and the requirements and standards within Section 3.1. Downtown Greer Historic Preservation Overlay.

1. ADUs are not permitted as part of a commercial/office use; ADUs within residential projects are permitted as Special Exception within the GS district.
 - a. ADUs where provided shall be designed and constructed using the same architectural components as well a similar material to provide a consistent appearance; however, the use of vinyl siding is not permitted.
2. Fences may be provided; however, are limited to brick, stone, wrought iron or other similar architecturally significant material; the use of chain-link or similar is not permitted. Fences provided along a property's frontage with a public street and along the side lot lines to a point extending along the face of the building shall be limited to four (4) feet in height.
3. Parking, where provided shall be limited to the side and or rear of the building.
4. Signage shall be provided consistent with Section 5.2 and shall be limited to the following sign types:
 - a. Wall
 - b. Canopy/awning
 - c. Projecting/blade
 - d. Sidewalk
 - e. Window

2.3.2. NEIGHBORHOOD CENTER (NC)

A. Purpose and Intent. The Neighborhood Center (NC) zoning district is established to:

1. Implement the Neighborhood Center character area in the Comprehensive Plan through a zoning map amendment.
2. Allow for high quality development that features a mixture of uses in Comprehensive Plan compliant areas of the City.

3. Promote the development of mixed-use centers are within a roughly 1/8-mile radius of identified crossroads/nodes where non-residential, neighborhood-serving uses should be clustered.
4. Allow for the development of walkable, compact, neighborhood-scale development that are connected to their surroundings.
5. Provide goods and services to immediate neighborhoods.
6. Require development to comply with the standards defined in Table 2.3.2.

B. Development Standards. The NC district shall conform to the standards identified below.

Table 2.3.2. Neighborhood Center (NC)

LOT AND DENSITY STANDARDS	
LOT AREA (MIN)	N/A
LOT WIDTH (MIN)	N/A
DENSITY (MAX)	N/A
BUILDING PLACEMENT AND HEIGHT STANDARDS (BUILD-TO-ZONE; BTZ)	
FRONT	15 TO 75 FT
REAR	10 TO 50 FT
SIDE	10 TO 20 FT ^{Note 1}
BUILDING HEIGHT (MAX)	35 FT
FRONTAGE STANDARDS	
PERCENTAGE REQUIREMENT (MIN)	50 %
ENTRANCE LOCATION	SEE SECTION 6X REGARDING FAÇADE STANDARDS
OFF-STREET PARKING LOCATION	
LOCATION OF OFF-STREET PARKING	SUBJECT TO BUILDING PLACEMENT STANDARDS
SIDEWALKS	
WIDTH	MINIMUM 8 FT

OTHER STANDARDS	
USE REGULATIONS	SECTION 4
DEVELOPMENT STANDARDS	SECTION 5
BUILDING AND SITE DESIGN STANDARDS	SECTION 6
SUBDIVISION STANDARDS	SECTION 7
Note 1: Where side and rear parking are provided, the build-to zone may be increased to accommodate those parking areas.	

2.3.3. REGIONAL CENTER (RC)

A. **Purpose and Intent.** The Regional Center (RC) zoning district is established to:

1. Implement the Regional Center character area in the Comprehensive Plan through a zoning map amendment.
2. Allow for high quality development that features a mixture of uses in Comprehensive Plan compliant areas of the City.
3. Promote the development of mixed-use centers that are within a roughly 1/2 mile radius of identified crossroads/nodes where commercial, employment, and entertainment uses are clustered to serve a population beyond Greer.
4. Allow for large-scale developments that are located near major highways and interstate exits that include outparcel buildings along major highways.
5. Regulate development for the RC district per the standards defined in Table 2.3.3.

B. **Development Standards.** The RC district shall conform to the standards identified below.

Table 2.3.3. Regional Center (RC)

LOT AND DENSITY STANDARDS	
LOT AREA (MIN)	N/A

LOT WIDTH (MIN)	N/A
DENSITY (MAX)	10 DU/AC
BUILDING PLACEMENT AND HEIGHT STANDARDS (BUILD-TO-ZONE; BTZ)	
FRONT	10 TO 100 FT
REAR	10 TO 50 FT
SIDE	10 TO 50 FT
BUILDING HEIGHT (MAX)	50 FT
FRONTAGE STANDARDS	
PERCENTAGE REQUIREMENT (MIN)	50 %
OFF-STREET PARKING LOCATION	
LOCATION OF OFF-STREET PARKING	FRONT, SIDE, OR REAR
SIDEWALKS	
WIDTH	MINIMUM 10 FT
OTHER STANDARDS	
USE REGULATIONS	SECTION 4
DEVELOPMENT STANDARDS	SECTION 5
BUILDING AND SITE DESIGN STANDARDS	SECTION 6
SUBDIVISION STANDARDS	SECTION 7

2.3.4. COMMERCIAL CORRIDOR (CC)

A. **Purpose and Intent.** The Commercial Corridor (CC) zoning district is established to:

1. Implement the Suburban Commercial Corridor Overlay character area in the Comprehensive Plan.
2. Allow for high quality development that features a mixture of arterial/highway-oriented retail uses and centers that serve community-

wide shopping and service needs. These uses are along the established US 29 corridor, as well as areas of the Hwy 101 Hwy 14 corridors.

3. Allow for large-scale developments that include outparcel buildings along the US 29 corridor.
4. Regulate development for the CC district per the standards defined in Table 2.3.4.

B. Development Standards. The CC district shall conform to the standards identified below.

Table 2.3.4. Commercial Corridor (CC)

LOT AND DENSITY STANDARDS	
LOT AREA (MIN)	N/A
LOT WIDTH (MIN)	N/A
DENSITY (MAX)	10 DU/AC
BUILDING PLACEMENT AND HEIGHT STANDARDS (BUILD-TO-ZONE; BTZ)	
FRONT (MIN)	25 FT TO 150 FT IF FRONTING AN ARTERIAL ROADWAY OR US-29 10 FT TO 150 FT IF FRONTING A COLLECTOR OR MINOR ROAD
REAR (MIN)	0 TO 75 FT
SIDE (MIN)	0 TO 50 FT
BUILDING HEIGHT (MAX)	35 FT
FRONTAGE STANDARDS	
PERCENTAGE REQUIREMENT (MIN)	50 %
OFF-STREET PARKING LOCATION	
LOCATION OF OFF-STREET PARKING	FRONT, SIDE, OR REAR
SIDEWALKS	
WIDTH	MINIMUM 8 FT

OTHER STANDARDS	
USE REGULATIONS	SECTION 4
DEVELOPMENT STANDARDS	SECTION 5
BUILDING AND SITE DESIGN STANDARDS	SECTION 6
SUBDIVISION STANDARDS	SECTION 7

2.4. SPECIAL DISTRICTS

2.4.1. PLANNED DEVELOPMENT (PD)

A. Purpose and Intent.

1. The Planned Development (PD) zoning district is established to allow for coordinated mixed-use developments separate and apart from the Mixed-Use districts provided in Section 2.3 above and can only be established through a zoning map amendment to Planned Development (PD).
2. It is the intent of the PD zoning district to allow for creative design, improved living environments, and harmonious variety in physical development through integrated land uses. A PD should allow for a broad range of housing types and densities, non-residential uses (commercial and or office uses), and open space. Uses shall be permitted consistent with those in the TN and NC zoning districts.
3. Non-residential uses are limited to neighborhood scale consistent with the TN district standards and are limited to placement internal to the project or at the intersection of collector or higher roadways.
4. A PD can accomplish the purpose of zoning, subdivision design standard regulations and other applicable City regulations to the same degree as in instances where such City regulations are intended to control development on a lot-by-lot basis rather than on a unified development approach.

B. General Requirements. In addition to the specific requirements stated in the following sections, for each specific planned development district, all PD development shall meet the following standards.

1. **Planned Development Size.** The Planned Development size(s) are provided in Table 2.4.1 below.
2. **Site Characteristics and Relation to Surrounding Property(s).** The tract/property shall be or shall be made to be suitable for development in a manner proposed without hazard to persons or property, on or off the tract, risk of erosion, flood hazard, destruction of environmental lands or other dangers. Conditions of soil, ground water level, drainage and topography shall all be appropriate to both type and pattern of the proposed use. Additional buffering and screening may be required depending on the nature and type of the PD and the surrounding properties.
3. **Housing Types (defined).** For the purposes of the PD district, the following Housing Types are defined:
 - a. SF Type 1: 10,001 SF Lot or greater
 - b. SF Type 2: 7,501 – 10,000 SF Lot
 - c. SF Type 3: 5,001 - 7500 SF Lot
 - d. SF Type 4: up to 5,000 SF LOT
 - e. SF Attached Type 5: TN standards
 - f. Multifamily Type 6
4. **Relation to Public Utilities, Facilities and Services.** Planned development districts shall be located in relation to sanitary sewers, emergency services, schools, public safety, water lines, storm and surface drainage systems and other utilities systems and installations to ensure that services can reasonably be provided at time of occupancy.
5. **Relation to Transportation Facilities.** Planned development districts shall be located with respect to access to alternative modes of transportation. Planned developments shall take into consideration the surrounding areas and be designed to minimize impact to those surrounding or adjacent streets, developments, and neighborhoods.

6. **Compatibility.** Planned development districts shall be located and designed so as to minimize the potential negative effects of external impacts resulting from factors such as building height, use, traffic, noise, or lights.
 7. **Streets, Drives, Parking and Service Areas.** Streets, driveways, parking, and service areas shall provide safe and convenient access to all properties within the PD. Facilities and access routes for deliveries, servicing and maintenance shall be located and arranged to prevent interference with pedestrian traffic. Loading zones where customers pick up goods shall be located and arranged so as to prevent interference with pedestrian movement, fire lanes, and other vehicular travel ways.
 8. **Modifications.** Modifications from the standards required in the UDO may be requested for a planned development (unless explicitly stated otherwise in this UDO). All modifications must be requested at time of the filing of the binding master plan, shall be labeled and identified on the master plan, and shall be accompanied by justifications demonstrating that the modification is necessary and meets the intent of the UDO.
 9. **Land Use Mix.** Table 2.4.1 summarizes the required land use mix for a PD, as a percent of total gross acreage of land area.
- C. Planned Development Tiers.** PDs are classified into tiers for certain requirements. Tiers are based on the total area of the proposed PD. The tiers are defined In Table 2.4.1.

Table 2.4.1. Planned Development (PD) Tiered Requirements

District Development Standards	
Building Height	Maximum 45 feet
Land Use Mix/Percentage of Uses (based on gross acreage of site)	RESIDENTIAL: Minimum 50 percent; Maximum 65 percent. NON-RESIDENTIAL: 0 percent; Maximum 10 percent (may be increased to 15 percent where located along an arterial roadway)

	OPEN SPACE: 35 percent (as defined within Section 5.3. Landscaping, Buffering, and Open Space))		
Uses	As permitted in Section 4. Uses		
Additional Standards	Except where otherwise approved during the Planned Development process, setbacks, heights and similar shall be consistent with the standards per the TN district.		
	TIER 5.0 acres to 10.0 acres	TIER 2 10.1 acres to 25.0 acres	TIER 3 25.1 acres or greater
RESIDENTIAL DENSITY (DU/ACRE)	Up to 5.0 DU/AC	Up to 10.0 DU/AC	Up to 10.0 DU/ac
COMMERCIAL/RETAIL (FLOOR AREA RATIO)	Up to 0.25 FAR	Up to 0.50 FAR	Up to 0.50 FAR
HOUSING USE TYPES REQUIRED <small>Note 1 Note 2</small>	2	3	4
<small>Note 1: No single housing type may exceed 75 percent of the total housing provided; except Tier 1, no less than 10 percent of any housing type may be provided.</small> <small>Note 2: Housing type e and type f may only be located internal to the project and not located along the perimeter unless a Type 4 buffer is provided</small>			

D. Application Requirements. A PD Master Plan Application depicting the zoning standards and requirements of the proposed planned district shall include the following at a minimum:

1. **Location Information and Site Data.** The general location and associated data for:
 - a. The title of the project and the names of the professional project planner and the developer.
 - b. Scale, date, north arrow and general location map.
 - c. Boundaries of the property involved including tabulations for gross acreage, all existing streets, buildings, watercourses, easements, section lines and other existing important physical features in and adjoining the project.
 - d. Density/intensity of land uses (number of dwelling units and square footage by use types)

- e. Landscaped areas and typical cross sections.
 - f. Buffers including typical cross sections.
 - g. Location of fencing and berms including typical cross sections.
 - h. Open space, common use areas, and amenities.
 - i. Stormwater areas.
 - j. Vehicular use areas and access.
 - k. Utilities by type and connection points to the public systems.
 - l. Street network.
 - m. Pedestrian and multimodal systems.
 - n. Use areas by use types (square footage non-residential and number of units by dwelling type).
2. **Zoning Standards.** For the purpose of documentation, the following standards may be either stand alone or combined documents or plan sheets, provided the following standards are clearly defined.
- a. Permitted uses and accessory uses, and use restrictions
 - b. Maximum nonresidential square footage permitted (if applicable).
 - c. Maximum number of dwelling units permitted (if applicable).
 - d. Type and number of dwelling units.
 - e. Mobility Plan including street types identifying circulation elements including driveways, transit, vehicular, pedestrian and bicycle components, as applicable.
 - f. Open space plan including standards for functional and conservation (minimum percentage/acreages by type).
 - g. Maximum heights for of all proposed structures.
 - h. Setbacks and lot/tract dimensions.
 - i. Parking Plan providing standards for all use types.
 - j. Signage plan.
 - k. Architectural and design components (renderings and elevations).
 - l. Landscaping plan.
 - m. Outdoor lighting plan.
 - n. References to all UDO sections where the PD proposes to utilize existing UDO language in lieu of creating standards specific to the proposed PD. If not specified, the standards for the closest applicable zoning district will apply.

3. Statements of Intent. Applicants shall provide:

- a. A description of procedures of any proposed homeowner's association, property owner's association, or similar group maintenance agreement.
- b. A statement identifying the proposed development schedule.
- c. A statement of public improvements, both on and off-site, that are proposed for dedication and/or construction and an estimate of timing for providing such improvements.
- d. A statement of impact on public facilities and infrastructure including estimated water consumption, sewage collection and treatment, schools, garbage collection, fire protection, and local vehicular traffic. Letters from the appropriate agencies or districts verifying that such facilities or services are available and adequate to serve the proposed planned development.
- e. A statement concerning the appearance, landscaping, screening, and maintenance of any proposed open space, pond, lake, or retention pond/stormwater facility contained in the development.

E. Changes to a PD Master Plan. PD master plans are binding in nature. Changes to an approved plan may be permitted in accordance with one of the following procedures as determined by the UDO Administrator.

1. **Minor Changes.** Changes to a planned development plan that are of a design nature and do not alter the use characteristics of the planned development may be approved by Planning Staff.
2. **Major Changes.** Changes to a PD master plan that alter the concept and characteristics of a planned development may be approved by City Council. Examples of major changes include, but are not limited to:
 - a. Expansion of the project boundary;
 - b. Change in use within 100 feet of the property perimeter (i.e., change from single family to multi-family; change from multi-family to non-residential specifically those in the Commercial Use Group);
 - c. Reduction in buffering where adjacent to existing single family residential uses.

- d. Changes in maximum number of dwelling units exceeding 10% of the maximum approved (not to exceed the maximum allowable density per the corresponding Tier) or;
- e. Changes in non-residential square footage by more than 10 percent;
- f. Modifications or amendments to the initial traffic ingress/egress plan or preliminary traffic plan including but not limited to providing additional roadways (excluding driveways).

F. Expiration. PD approvals expire two (2) years after final approval by the City Council if subdivision plans and or site plans are not submitted to the City for approval. PD approvals may be extended up to a total of five (5) years upon approval of the City Council or upon approval of subdivision plans and or site plans.

2.4.2. DESIGN REVIEW DISTRICT (DRD)

A. Purpose and Intent. The Design Review District (DRD) is established to:

- 1. Allow for unique residential developments that require a variety of residential uses as defined in Section 4.3.1.
- 2. Promote the design of compact residential developments that are walkable and connected.
- 3. Provide regulations that discourage the removal and/or disturbance of natural habitats.

B. General Requirements. In addition to the specific requirements stated in the following sections, for each specific Development Review District (DRD), all DRD development shall meet the following standards.

- 1. **Design Review District Size.** The Design Review District size(s) are provided in Table 2.4.2 below.
- 2. **Site Characteristics and Relation to Surrounding Property(ies).** The tract/property shall be or shall be made to be suitable for development in a manner proposed without hazard to persons or property, on or off the tract, risk of erosion, flood hazard, destruction of environmental lands or other dangers. Conditions of soil, ground water level, drainage and topography shall all be appropriate to both type and pattern of the

proposed use. Additional buffering and screening may be required depending on the nature and type of the DRD and the surrounding properties.

3. **Residential Uses.** For the purposes of the DRD, the following Residential Uses are allowed as defined in section 4.3.1:
 - a. Dwelling, Single-Family Detached
 - b. Dwelling, Single-Family Attached
 - c. Dwelling, Two-Family, Triplex, or Quadplex
 - d. Dwelling, Multi-Family
4. **Non-Residential Uses.** For the purposes of the DRD the following Non-Residential Uses are allowed as defined in section 4.3.2:
 - a. Community Garden
 - b. Parks
5. **Relation to Public Utilities, Facilities and Services.** Design Review Districts shall be located in relation to sanitary sewers, emergency services, schools, public safety, water lines, storm and surface drainage systems and other utilities systems and installations to ensure that services can reasonably be provided at time of occupancy.
6. **Relation to Transportation Facilities.** Design Review Districts shall be located with respect to access to alternative modes of transportation. Planned developments shall take into consideration the surrounding areas and be designed to minimize impact to those surrounding or adjacent streets, developments, and neighborhoods.
7. **Compatibility.** Design Review Districts shall be located and designed so as to minimize the potential negative effects of external impacts resulting from factors such as building height, use, traffic, noise, or lights.
8. **Streets, Drives, Parking and Service Areas.** Streets, driveways, parking, and service areas shall provide safe and convenient access to all

properties within the DRD. Facilities and access routes for deliveries, servicing and maintenance shall be located and arranged to prevent interference with pedestrian traffic.

9. **Modifications.** Modifications from the standards required in the UDO may be requested for a DRD (unless explicitly stated otherwise in this UDO). All modifications must be requested at time of the filing of the binding master plan, shall be labeled and identified on the master plan, and shall be accompanied by justifications demonstrating that the modification is necessary and meets the intent of the UDO.
10. **Land Use Mix.** Table 2.4.2 summarizes the required land use mix for a DRD, as a percent of total gross acreage of land area.

G. Design Review Standards

Table 2.4.2. Design Review District (DRD) Tiered Requirements

Design Review District Development Standards			
Building Height	Maximum 45 feet*		
Land Use Mix/Percentage of Uses (based on gross acreage of site)	RESIDENTIAL: Minimum 50 percent; Maximum 65 percent. NON-RESIDENTIAL: 0 percent; Maximum 10 percent (may be increased to 15 percent where located along an arterial roadway) OPEN SPACE: 35 percent (as defined within Section 5.3. Landscaping, Buffering, and Open Space)		
Uses	As permitted in Section 4. Uses		
Additional Standards	Except where otherwise approved during the Design Review process, setbacks, heights and similar shall be consistent with the standards per the MD district.		
	TIER 5.0 acres to 10.0 acres	TIER 2 10.1 acres to 25.0 acres	TIER 3 25.1 acres or greater
RESIDENTIAL DENSITY (DU/ACRE)	Up to 10.0 DU/AC	Up to 12.0 DU/AC	Up to 15.0 DU/ac

NON-RESIDENTIAL USES			
RESIDENTIAL TYPES REQUIRED Note 1 Note 2	2	3	4
Note 1: No single housing type may exceed 75 percent of the total housing provided; except Tier 1, no less than 10 percent of any housing type may be provided.			
Note 2: Housing type e and type f may only be located internal to the project and not located along the perimeter unless a Type 4 buffer is provided			

1. Where land uses within the DRD are the same as uses permitted in the adjoining properties outside the DRD, a lesser setback that is consistent with the uses or zoning on the adjoining properties may be permitted.
2. Minimum lot width, minimum yard sizes, maximum lot coverage, and maximum height are not otherwise regulated within the DRD provided, however, that the Planning Commission and City Council shall ascertain that the characteristics of building location shall be appropriate as related to structures within the district and otherwise fulfill the intent of this Ordinance Section.
3. All other development standards may be varied within a DRD. Variations to required development standards are permitted and shall be clearly included in any application for a DRD.

H. Application Requirements. A DRD Master Plan Application depicting the zoning standards and requirements of the proposed planned district shall include the following at a minimum:

1. **Location Information and Site Data.** The general location and associated data for:
 - c. The title of the project and the names of the professional project planner and the developer.
 - d. Scale, date, north arrow and general location map.
 - e. Boundaries of the property involved including tabulations for gross acreage, all existing streets, buildings, watercourses, easements, section lines and other existing important physical features in and adjoining the project.

- f. Density/intensity of land uses (number of dwelling units and square footage by use types)
 - g. Landscaped areas and typical cross sections.
 - h. Buffers including typical cross sections.
 - i. Location of fencing and berms including typical cross sections.
 - j. Open space, common use areas, and amenities.
 - k. Stormwater areas.
 - l. Vehicular use areas and access.
 - m. Utilities by type and connection points to the public systems.
 - n. Street network.
 - o. Pedestrian and multimodal systems.
 - p. Use areas by use types (square footage non-residential and number of units by dwelling type).
2. **Zoning Standards.** For the purpose of documentation, the following standards may be either stand alone, combined documents or plan sheets, provided the following standards are clearly defined.
- a. Permitted uses and accessory uses, and use restrictions
 - b. Maximum nonresidential square footage permitted (if applicable).
 - c. Maximum number of dwelling units permitted (if applicable).
 - d. Type and number of dwelling units.
 - e. Mobility Plan including street types identifying circulation elements including driveways, transit, vehicular, pedestrian and bicycle components, as applicable.
 - f. Open space plan including standards for functional and conservation (minimum percentage/acreages by type).
 - g. Maximum heights for of all proposed structures.
 - h. Setbacks and lot/tract dimensions.
 - i. Parking Plan providing standards for all use types.
 - j. Signage plan.
 - k. Architectural and design components (renderings and elevations).
 - l. Landscaping plan.
 - m. Outdoor lighting plan.

- n. References to all UDO sections where the DRD proposes to utilize existing UDO language in lieu of creating standards specific to the proposed DRD. If not specified, the standards for the closest applicable zoning district will apply.

3. Statements of Intent. Applicants shall provide:

- a. A description of procedures of any proposed homeowner's association, property owner's association, or similar group maintenance agreement.
- b. A statement identifying the proposed development schedule.
- c. A statement of public improvements, both on and off-site, that are proposed for dedication and/or construction and an estimate of timing for providing such improvements.
- d. A statement of impact on public facilities and infrastructure including estimated water consumption, sewage collection and treatment, schools, garbage collection, fire protection, and local vehicular traffic. Letters from the appropriate agencies or districts verifying that such facilities or services are available and adequate to serve the proposed planned development.
- e. A statement concerning the appearance, landscaping, screening, and maintenance of any proposed open space, pond, lake, or retention pond/stormwater facility contained in the development.

C. Final Development Plan. Approval of a Concept Plan shall constitute authority for the applicant to prepare a Final Development Plan. All Final Development Plans in the DRD district will require a site plan review and approval by the Greer Planning Commission.

D. Subdivision Plats. Approval of a Final Development Plan shall constitute authority for the applicant to prepare subdivision plats if applicable in accordance with procedures set forth in Section 7: Subdivision Regulations. No building permit or certificate of occupancy shall be issued until the Planning Commission has approved a final subdivision plat.

E. Changes to DRDs. Changes to an approved DRD may be permitted. The Zoning Administrator shall determine whether any proposed change is major or minor using the criteria below. The Zoning Administrator's determination shall be a part of the DRD records.

1. Minor Changes. Changes to an approved DRD that are of a design nature and do not alter the use characteristics of the planned development may be approved by Planning Staff.
2. Major Changes. Changes to an approved DRD district that would significantly alter the basic concept and general characteristics of the district shall be approved by City Council in accordance with the amendment procedures established in Article 11 of this ordinance. After approval of a major change by City Council, approval of a final development plan showing such changes must be submitted to the Planning Commission for site plan review. Examples of major changes may include, but are not limited to the following:
 - a. Expansion or reduction in boundaries;
 - b. Decrease in provided open space;
 - c. Increase or decrease in number of ingress and egress points;
 - d. Changes in number of residential uses type;
 - e. Increase in residential density exceeding 10 percent.

3. OVERLAYS AND DESIGN STANDARDS

3.1. HISTORIC DISTRICT OVERLAY

- A. **Purpose and Intent.** The purpose of the Historic District overlay is to promote harmonious and compatible development within the Downtown Greer Central Business District which compliments the character and charm of this unique mixed-use center.

The overlay intends to:

1. Encourage urban design elements that create safe and comfortable environments for pedestrians and cyclists by promoting attractive compact development and multi-modal infrastructure;
2. Promote a diverse mix of uses that provides citizens and visitors of Greer with housing options, employment opportunities, and places of recreation;
3. To protect, preserve and enhance the distinctive architectural and cultural heritage implementing and maintaining high quality design of buildings and fixtures;

Properties in the overlay are also further subject to the Board of Architecture Review; the boundaries of which are shown on the ____ Map.

- B. **Overlay Boundary.** The boundary of the Historic Downtown overlay is shown on the Official Zoning Map.
- C. **Underlying Zoning.** The use and development on any land or structures within the Historic District overlay shall comply with regulations applicable to the underlying zoning districts, as well as the requirements of this section, where applicable. All regulations of the underlying zoning district as provided in this UDO shall apply except when modified, eliminated, superseded, or additional regulations added by the provisions of this section and in the case of conflict between the Overlay and the underlying district standards, the stricter standard(s) shall apply.
- D. **Use.** Allowable Uses for the Historic District overlay is provided in the in Table 4.2 Principal Uses of the Greer Station Zoning District.
- E. **Architectural Design Style.** The Architectural Design Style for the Historic Downtown overlay is a design vernacular found between 1890 and 1930. The style of architecture found during this period represents the style most common to buildings of the Historic District overlay. This design vernacular allows for individuality while promoting the purpose of the Historic District overlay. If there is conflict between the Historic District overlay standards and requirements, Board of Architecture Review standards, and those within Section 6. Building and Site Design Standards, the stricter of the three are required.

1. **Exterior Facades.** Acceptable visible exterior wall finish materials are:

- a. Brick – unpainted, stained and painted, appropriate size (modular, standard, queen, engineer or modular queen); color should be consistent with the existing context and light-colored brick can be used sparingly as an accent.
 - b. Stucco – should be used sparingly as an accent; it can be used for trim work or detailing. Shall not be use as the field.
- 2. **Exterior Facades – Visible Attachments.** Acceptable visible attachment (chimney, flues, decks, balconies, signs, awnings, railings) finish materials are:
 - a. Chimney – brick, stucco.
 - b. Chimney Caps – copper or vitrified clay.
 - c. Flues – stainless steel, manufacturer painted metal, copper or clay.
 - d. Decks – shall comply with all applicable requirements of the International Building Code and with color characteristics in keeping with the Architectural Design Style.
 - e. Signs – wood (painted or unpainted), manufacturer painted metal, stainless steel or copper.
 - f. Awnings – canvas membrane with painted light metal frame, painted metal, stainless steel or copper.
 - g. Railings and Fencing – painted metal, brick or ornamental iron (no chain link fencing).
- 3. **Exterior Façade – Roof Finish Materials.** Acceptable visible roof finish materials are:
 - a. Roofs and Overhangs – terra cotta tile, copper, slate, synthetic slate, gold leaf, manufacturer painted metal shingles and/or standing seam manufacturer painted roofs with color characteristics in keeping with the Architectural Design Style.
 - b. Gutter and Downspout Systems – copper and manufacturer painted metal with color characteristics in keeping with the Architectural Design Style.
- 4. **Exterior Façade – Opening Finish Materials.** Acceptable visible opening finish materials are:
 - a. Windows – manufacturer painted aluminum, metal or wood with clear glass or stained glass.
 - b. Shutters – painted wood or synthetic composite (no vinyl) in a louvered or paneled style
 - c. Doors and Garage Doors – painted aluminum, metal, wood or composite wood.
 - d. Storefronts – manufacturer painted aluminum, metal or wood.
- 5. **Exterior Façade – Visible Configuration Elements.** Acceptable visible configuration exterior façade elements are:
 - a. Brick – shall not exceed a projection over 1 inch in any single course.
 - b. Stone and Cast Stone – stone rustication at the base of the building or as accents around main entrances; stone accents and trim are appropriate.
 - c. Stucco – painted smooth sand finish is appropriate other finish types must be approved by the Director. The stucco must be cement type.
 - d. Chimney – simple forms with articulation at the top are preferred. Chimneys may be used to screen ventilation piping.

- e. Chimney Caps – may be used to screen ventilation piping.
- f. Signs – shall be either suspended from the façade by a painted light metal frame or attached directly to the façade and not project more than 4 inches from the adjacent surface.
- g. Awnings – shall match the existing awnings when facing on Trade Street or shall be rectangular in shape. Awnings not fronting Trade Street shall be rectangular in shape without sides or bottom soffit panels.
- h. Railings and Fencing – shall consist of top rails and bottom rails with clearance beneath the bottom rail. Rails shall be centered on the support balusters.
- i. Balconies – shall be located a minimum of 12 feet above the grade or sidewalk below. Supporting brackets are preferred. Cantilevered balconies shall not project more than 3 feet.
- j. Storefronts and Signage – shall be a gloss finish.
- k. Address and Postal Numbers – both the principal façade and the rear or alley facing façade shall bear the numbers. Numbers shall comply with local fire and emergency authorities' requirements for height but shall conform to the color and style defined herein.
- l. General Building Utility Service Meters and Equipment – shall be located on rear of the buildings. HVAC, satellite dishes, hot tubs, and the like shall be located in the rear side of the building and screened from sight. Overhead service of any utility or future service is not allowed.
- m. Multiple Buildings – Sites containing multiple buildings or structures shall have a cohesive design vernacular including materials and proportions.
- n. Trash Containers – shall be located in permanent enclosures screening them from site.
- o. Sloped Roofs – visible from street level shall be sloped at an angle of 6:12 or greater. Canopy and porch roofs may have slopes less than, equal to or greater than 6:12.
- p. Flat Roofs – shall be screened from view by parapet walls.
- q. Parapets Walls – shall not have crenulations.
- r. Arched Roofs – all types shall be permitted.
- s. Eaves – with less than 1 foot of overhang shall be permitted to enclosed; those with more than 1 foot shall have either exposed rafters or be enclosed with exposed supporting brackets. Eaves shall be continuous.
- t. Gutters and Downspouts – Gutters shall match the profile of the soffits. Half-round gutters are permitted. Downspouts shall connect to horizontal leaders and piped underground away all building structures and either connect to the city storm water system or dispense into a landscaped area designed to handle the storm water runoff.
- u. Roof Penetrations – shall not be visible from the street level.
- v. Ancillary Roofs – shall not be less than 3:12 roof slope.
- w. Dormers – shall not be located within 3 feet from a side building wall. They shall be habitable. The window side of the dormer shall be configured to allow the window to fill the wall front with the exception of trim and gable front above the window.

- x. Windows – shall not be flush mounted to the exterior or interior. Multiple window configurations shall have a 4" minimum post separating the window units. Transoms shall be vertically proportioned panes of glass and oriented horizontally over the opening below.
- y. Window Muntins – shall be true divided panes or simulated divided panes with dividers permanently fixed to the interior and exterior window surfaces. Proportion of the panes shall be similar throughout the building.
- z. Shutters – shall be proportioned to match the adjoining openings.
- aa. All Colors – shall be selected from the Sherwin-Williams Exterior Color Preservation-Victorian and Arts & Crafts Color Palette:
 - i. Use colors to tie together the entire building front by considering the building as a whole, and then decide which details to emphasize, avoid colors that visually split the upper floors from the lower floor, and using the same color on the same architectural elements (i.e., window frames) can reinforce the patterns which tie together the building.
 - ii. When choosing a color, consider the context or major colors on the surrounding buildings such as the commonality of brick and masonry colors in Downtown, muted a compatible tone to characterize a building and the avoidance of bright high-intensity colors.
- bb. Utility Lines – shall be underground.

F. **Signage.** Signs within the Historic District overlay shall be designed not to detract from the character of the district. Signs shall comply with the standards of Section 5.2: Signs, and the following provisions below. Where there is a conflict, the standards of this section prevail.

1. **Wall Signs.** Wall signs are allowed provided:
 - a. One (1) wall sign shall be allowed per location or one (1) wall sign per building frontage, whichever is greater. Buildings with multiple tenants are allowed (1) wall sign per tenant per building frontage, signs shall be identical in dimensions and of the same material. Signs of multi-tenant buildings shall be arranged in a uniform fashion horizontally or vertically.
 - b. The sign shall not be larger than 10% of the facades' surface area or 32 square foot of building frontage not to exceed 50 square feet.
 - c. Signs may be wall mounted or projecting signs. Wall mounted signs shall project no more than 15 inches from the wall. Projecting signs may project up to four (4) feet away from the building if the sign is placed no lower than 10 feet nor higher than 15 feet from the street side sidewalk.
 - d. Murals shall not be allowed as a wall sign.
2. **Canopy/awning.** A canopy/awning sign is a canopy/awning that is attached to and extends from the building, with attached signage. A sign permit is required. Refer to Section 5.2 Signs for additional standards.
3. **Projecting/blade.** A projecting/blade sign is a sign that is attached directly to a supporting building wall and intersects the building wall at a right angle. Refer to Section 5.2 Signs for additional standards.
4. **Sidewalk.** A sidewalk sign (also commonly referred to as a sandwich board or A-Frame) is a sign dedicated for the display of a message on a sidewalk in front

of a business. A sign permit is not required. Refer to Section 5.2 Signs for additional standards.

5. **Window Signs.** Window signs shall not exceed more than 20% of the gross window area and shall not include windows above the ground level.

Additional Sign Standards. All signs shall conform to the following standards:

- a. Signs shall not blink, flash, rotate, scroll, or animate.
- b. Signs shall not utilize colored lighting for internal or external illumination.
- c. Signs shall not utilize neon lighting.

3.2 DOWNTOWN TRANSITIONAL OVERLAY

- A. **Purpose and Intent.** The purpose of the Downtown Transitional (DT) overlay is to preserve and protect the character of the corridors and the supporting areas adjacent to Downtown Greer. Downtown Greer is the urban core of Greer with unique visual, historic, and cultural experience; the DT preserves the unique identity of the traditional neighborhoods that surround downtown and the main corridors that connect downtown to the other communities throughout Greer. The overlay intends to:
 1. Promote a diverse mix of retail, entertainment, and office commercial, live-work units, multi-family residential, civic uses and spaces within the Downtown Living Community and promote commercial and retail uses along Neighborhood Corridors that support and encourage multi-modal transportation.
 2. Promote redevelopment that allows for compact development closer to the street that is of appropriate scale.
 3. Encourage consistent and unified design standards that create a sense of place.
 4. Emphasize improved sidewalk connectivity, street trees, and storefronts that address the street.
 5. Allow for vertical integration of uses.
- B. **Applicability.** All new development and changes to existing developments, except single- and two-family residential uses, shall be subject to the provisions of this District and shall be reviewed by the Director. All changes to the existing condition of the lands, uses, or structures within the Downtown Transitional Overlay after [DATE] shall be subject to the standards and requirements of this Overlay and other sections of this UDO.
- C. **Overlay Boundary.** The boundary of the DT overlay is shown on the Official Zoning Map of Greer, South Carolina. The general boundaries for this overlay include Vandiventer Drive, Earl Street/N. Line Street, Mayfield Street/Moore Street and Morrow Street.
- D. **Development and Design Standards.**
 1. **Pedestrian Connectivity and Access**
 - a. All new construction or major redevelopment is required to install exterior sidewalks up to eight (8) feet wide as determined by the Director.

- b. All residential units shall have a minimum of one (1) off-street space per unit for new developments of three (1) or more units. Any parking provided shall meet the design standards in Section 5.4.
 - c. Non-residential uses may petition for 50% of the required parking as outlined in Section 5.4.
 - d. All parking facilities shall be located to the side or rear of the building.
 - e. All sites shall provide pedestrian access. Driveways are not considered pedestrian access.
2. **Building Orientation.**
- a. Primary entrances to nonresidential buildings shall face the street.
 - b. New buildings on corner lots shall be oriented towards the streets and at least one public entrance shall be oriented toward the front lot line or side lot line.
 - c. Accessory structures, if present, shall be located at the rear of the primary structure.
3. **Site and Building Access.**
- a. Driveway access to a site shall be shared with adjacent properties and parking shall be located to the rear wherever feasible.
 - b. Service areas associated with multi-family and commercial uses shall be accessed from the rear of the site.
4. **New and Mixed-Use Buildings**
- a. New buildings with a live-work use or a vertical integration of uses shall maintain the first floor as non-residential.
 - b. Buildings with non-residential uses on the first floor shall have non-reflective transparent area covering at least sixty (60) percent of the façade at pedestrian eye-level (between three and eight feet).
5. **Architectural Design Style.** The architectural design style for the Downtown Entryway overlay encompasses the elements of the architectural styles within the Greer Downtown Historic District. A number of significant and historic sites within the Greer Downtown Historic District were built between the years of 1900-1930. All new structures shall be of Romanesque Revival, Late Gothic Revival, or Early 20th Century Commercial Vernacular and incorporate a mixture the following elements.
- a. **Exterior Materials and Colors.** Exterior building materials and colors contribute significantly to the esthetics and character of an environmental. To maintain a visually appealing corridor with unique character, all structures shall have façade of one of the following exterior materials.
 - i. **Exterior Materials.** At least 80 percent of the façade visible from the corridor:
 - 1) Brick
 - 2) Stone and Cast Stone - stone rustication at the base of the building or as accents around main entrances; stone accents and trim are appropriate.

- 3) Stucco - painted smooth sand finish is appropriate other finish types must be approved by the Director. The stucco must be cement type.
 - 4) Natural Wood Siding
- ii. **Exterior Colors.** The dominant color of structures shall be neutral (e.g. white, shades of gray or brown) or the natural color of the building material. Non-neutral colors may be used to accent architectural features of a structure. No more than 3 colors per structure shall be used.
- b. **Roof Design.**
 - i. Structures located within the overlay that are not built to the side lot lines shall be designed with pitched, arched, or gable roofs.
 - ii. Structures located within the overlay that are built to the side lot lines and have a flat roof shall be not be equal in height to an adjacent building.
 - c. **Windows/Transparency and Entryways.**
 - i. Buildings with non-residential uses shall have an awning over the entryway, storefront window, or window.
 - ii. Buildings with non-residential uses on the first floor shall have non-reflective transparent area covering at least sixty (60) percent of the façade at pedestrian eye-level (between three and eight feet).
 - iii. All glass for non-residential uses shall be clear, not dark, or reflective.
 - d. **Signage.** Signs within the Historic District overlay shall be designed not to detract from the character of the district. Signs shall comply with the standards of Section 5.2: Signs, and the following provisions below. Where there is a conflict, the standards of this section prevail.
 - i. **Wall Signs.** Wall signs are allowed provided:
 1. One (1) wall sign shall be allowed per location or one (1) wall sign per building frontage, whichever is greater. Buildings with multiple tenants are allowed (1) wall sign per tenant per building frontage, signs shall be identical in dimensions and of the same material. Signs of multi-tenant buildings shall be arranged in a uniform fashion horizontally or vertically.
 2. The sign shall not be larger than 10% of the facades' surface area or 32 square foot of building frontage not to exceed 50 square feet.
 3. Signs may be wall mounted or projecting signs. Wall mounted signs shall project no more than 15 inches from the wall. Projecting signs may project up to four (4) feet away from the building if the sign is placed no lower than 10 feet nor higher than 15 feet from the street side sidewalk.
 4. Murals shall not be allowed as a wall sign.
 - ii. **Canopy/awning.** A canopy/awning sign is a canopy/awning that is attached to and extends from the building, with attached signage. A sign permit is required. Refer to Section 5.2 Signs for additional standards.

- iii. **Projecting/blade.** A projecting/blade sign is a sign that is attached directly to a supporting building wall and intersects the building wall at a right angle. Refer to Section 5.2 Signs for additional standards.
- iv. **Sidewalk.** A sidewalk sign (also commonly referred to as a sandwich board or A-Frame) is a sign dedicated for the display of a message on a sidewalk in front of a business. A sign permit is not required. Refer to Section 5.2 Signs for additional standards.
- v. **Window Signs.** Window signs shall not exceed more than 20% of the gross window area and shall not include windows above the ground level.

Additional Sign Standards. All signs shall conform to the following standards:

- 1. Electronic Message Centers (EMC) are prohibited
- 2. Signs shall not blink, flash, rotate, scroll, or animate.
- 3. Signs shall not utilize colored lighting for internal or external illumination.
- 4. Signs shall not utilize neon lighting.

e. **Fences.**

- i. Fences within the Downtown Transitional overlay are subject to the standards within Section 5.5. Fences, Walls, and Berms.
- ii. Chain link fences are prohibited within the Downtown Transitional overlay.

3.3 DOWNTOWN ENTRYWAY OVERLAY

- A. **Purposed and Intent.** The purpose of the Downtown Entryway (DE) overlay is to protect the character of the corridors that serve as entryways to Downtown Greer and Greer station. The intent of the overlay is to encourage orderly development and redevelopment that is similar in character to Downtown Greer and Greer Station and provide an enhanced experience traveling to and from Downtown Greer. The overlay intends to:
 - 1. Encourage and enhance the quality of architectural and site development along the corridors.
 - 2. Encourage well-planned development that employs consistent and unifying site design themes, that provide quality site amenities, and that emphasize coordinated lighting, pedestrian improvements, landscaping, architectural elements.
 - 3. Encourage coordinated development of corridors to reduce access problems on thoroughfares.
- B. **Applicability.** All development and redevelopment along a corridor with the DE overlay shall be subject to the standards and requirements in this overlay.
- C. **Overlay Boundary.** The boundary of the DE overlay is shown on the Official Zoning Map of Greer, South Carolina. The general boundaries for this overlay include all parcels within the City of Greer abutting

1. Highway 101 from Victor Avenue to J. Verne Smith Parkway
2. E. Poinsette Street from 4th to J. Verne Smith Parkway
3. N. Main Street from Arlington Avenue to W. Wade Hampton Boulevard
4. W. Poinsette Street from S. Miller Street to W. Wade Hampton Boulevard
5. S. Main Street from Moore Street to Buncombe Road

D. Development and Design Standards

1. Pedestrian Connectivity and Access.

- a. All new construction or major redevelopment is required to install exterior sidewalks up to six (6) feet wide as determined by the Director.
- b. Up to a 15 percent parking reduction of the standard in Section 5.4 is allowed to accommodate multimodal transportation options.
- c. Parking shall be located to the rear or the side of the building. Parking facilities in front of a building shall not exceed one row in depth.
- d. All non-residential or mixed-use sites shall provide pedestrian access to the primary entrance. Pedestrian access when intersecting with driveways shall be paved of a different texture. Driveways are not considered pedestrian access.

1. **Access Management.** Development and redevelopment within the Downtown Entryway is subject to standards intended to prevent and/or decrease congestion along thoroughfares

2. **Architectural Design Style.** The architectural design style for the Downtown Entryway overlay encompasses the elements of the architectural styles within the Greer Downtown Historic District. A number of significant and historic sites within the Greer Downtown Historic District were built between the years of 1900-1930. All new structures shall be of Romanesque Revival, Late Gothic Revival, or Early 20th Century Commercial Vernacular and incorporate a mixture the following elements.

- a. **Exterior Materials and Colors.** Exterior building materials and colors contribute significantly to the esthetics and character of an environmental. To maintain a visually appealing corridor with unique character, all structures shall have façade of one of the following exterior materials.

- i. **Exterior Materials.** At least 80 percent of the façade visible from the corridor:

1. Brick

2. Stone and Cast Stone - stone rustication at the base of the building or as accents around main entrances; stone accents and trim are appropriate.
 3. Stucco - painted smooth sand finish is appropriate other finish types must be approved by the Director. The stucco must be cement type.
 4. Natural Wood Siding
- ii. **Exterior Colors.** The dominant color of structures shall be neutral (e.g. white, shades of gray or brown) or the natural color of the building material. Non-neutral colors may be used to accent architectural features of a structure. No more than 3 colors per structure shall be used.

b. Roof Design.

- i. Structures located within the overlay that are not built to the side lot lines shall be designed with pitched, arched, or gable roofs.
- ii. Structures located within the overlay that are built to the side lot lines and have a flat roof shall be not be equal in height to an adjacent building.

c. Windows/Transparency and Entryways.

- i. Buildings with non-residential uses shall have an awning over the entryway, storefront window, or window.
- ii. Buildings with non-residential uses on the first floor shall have non-reflective transparent area covering at least sixty (60) percent of the façade at pedestrian eye-level (between three and eight feet).
- iii. All glass for non-residential uses shall be clear, not dark, or reflective.

3. Building Orientation.

- a. Buildings shall be orientated to shield parking surfaces from view of the right-of-way.
- b. Primary entrances to nonresidential buildings shall face the street.
- c. New buildings on corner lots shall be oriented towards the streets and at least one public entrance shall be oriented toward the front lot line or side lot line.

- d. Accessory structures, if present, shall be located at the rear of the primary structure and similar in architectural style.

4. **New and Mixed-Use Buildings**

- a. New buildings with of live-work use or a vertical integration of uses shall maintain the first floor as non-residential.
- b. Buildings with non-residential uses on the first floor shall have non-reflective transparent area covering at least sixty (60) percent of the façade at pedestrian eye-level (between three and eight feet).

3.4 GREENVILLE-SPARTANBURG AIRPORT OVERLAY

- A. **Purpose and Intent.** The purpose of the Greenville-Spartanburg Airport (GSA) overlay is to ensure compliance with the Greenville-Spartanburg Airport Environs Area Zoning Ordinance, as amended. The Greenville-Spartanburg Airport Environs Area Zoning Ordinance implements the powers granted to the Airport Environs Planning Commission under South Carolina Code Annotated § 55-11-230 (1995), as amended, to maintain the safety of people and protect the property within the boundaries of the Greenville-Spartanburg Airport Environs Area, and to accommodate the future growth and development of the Greenville-Spartanburg Airport.
- B. **Applicability.** All new development, redevelopment, and uses within the boundaries of the GSA overlay as shown on the Official Zoning Map, Greer, South Carolina, shall comply with the standards and requirements of the Greenville-Spartanburg Airport Environs Area Zoning Ordinance, as amended.
- C. **Overlay Boundary.** The GSA overlay boundary shall include those lands within the Greenville-Spartanburg Airport Environs Area (Environs Area) as established by Greenville-Spartanburg Airport Environs Planning Commission, as amended. Parcels of the land that are partially within the boundaries of the Environs Area are subject to regulations adopted in the Greenville-Spartanburg Airport Environs Area Zoning Ordinance.
- D. **Process.** Whenever a permit is received by the city for any proposed building, structure, development, or use, the city shall coordinate review with the Greenville-Spartanburg Airport. The Greenville-Spartanburg Airport shall review the permit for compliance with the Greenville-Spartanburg Airport Environs Area Zoning Ordinance, as amended. No approvals can be granted, for any permit, until official approval is granted by the Greenville-Spartanburg Airport.

4. USES AND STANDARDS

DRAFT

4.1. INTRODUCTION

- A. This Section identifies permitted principal uses within the City of Greer. All principal uses shall comply with the standards of this Section.

4.1.1. PRINCIPAL USES

- A. "Principal use" shall be defined as the primary or predominant use of which a property, building, unit, site, or premises is devoted. All other uses on the premises are deemed accessory. All principal uses shall be listed on the corresponding Principal Uses Table.

4.1.2. ACCESSORY USES AND STRUCTURES

- A. "Accessory Use" shall be defined as the secondary or subordinate use of which a property, building, unit, site, or premises is devoted. "Accessory Structure" shall be defined as the secondary or subordinate structure and is located on the same lot as the principal structure.

4.1.3. ORGANIZATION OF USES

- A. To regulate use, categories of uses ("use categories") have been established. Use categories provide a systematic basis for assigning land uses to appropriate categories or zoning districts with other similar or compatible uses. Use categories classify land uses and activities based on common functional, product or physical characteristics. Principal uses have been organized into the following categories:

1. **Residential.** Residential uses promote a variety of housing options, ranging from low density single-family residential to high density multi-family residential apartments.
2. **Agriculture and Open Space.** Agriculture and open space uses promote agricultural oriented uses and preservation/conservation.
3. **Civic and Institutional.** Civic and institutional uses are publicly oriented uses, including government buildings and utilities.
4. **Personal Service.** Personal service uses are service-related uses which may include the sale of merchandize related directly to the service performed.
5. **Commercial.** Commercial uses include general retail uses.
6. **Office and Medical.** Office and medical uses include uses dedicated to general employment and medicinal/care uses.

- 7. Industrial and Logistics.** Industrial and logistics include all industrial, manufacturing, and logistic oriented uses.

4.1.4. CONSIDERATIONS

A. Considerations.

1. Uses are assigned to the category whose description most closely describes the nature of the principal use. The characteristics subsection of each use category describes the characteristics of each use category. Developments may have more than one principal use. Developments may also have one or more accessory uses. Accessory uses are addressed in subsection 4.5 below.
2. The following items are considered to determine what use category the use is in, and whether the activities constitute principal uses or accessory uses:
 - a. The description of the activity(ies) in relationship to the characteristics of each use category;
 - b. The relative amount of site or floor space and equipment devoted to the activity;
 - c. Relative amounts of sales from each activity;
 - d. The customer type for each activity;
 - e. The relative number of employees in each activity;
 - f. Hours of operation;
 - g. Building and site arrangement;
 - h. Vehicles used with the activity;
 - i. The relative number of vehicle trips generated by the activity;
 - j. Signs;
 - k. How the use advertises itself; and
 - l. Whether the activity would be likely to be found independent of the other activities on the site.

- B. Developments with Multiple Principal Uses.** When all the principal uses of a development fall within one use category, then the development is assigned to that use category. For example, a development that contains a retail bakery and a cafe would be classified in the retail sales and service category because all of the principal uses are in that category. When the principal uses of a development fall

within different use categories, each principal use is classified in the applicable category and is subject to the regulations for that category.

- C. **Accessory Uses.** Accessory uses are allowed by right in conjunction with the principal use unless stated otherwise in the UDO. Also, unless otherwise stated, they are subject to the same regulations as the principal use.
- D. **Examples.** Examples are listed for each definition. Examples are intended to provide a base for consideration of a similar use (if a similar use is not listed); however, additional standards may be required for certain, specific uses.
- E. **Uses Not Included.** For uses not listed in Table 4.2, Principal Use Table, not listed as a part of a use category or use type, and not listed as a prohibited use, the Director shall determine which use category or use type to which the use belongs in accordance with the following.

1. The Director shall determine whether an unlisted use is similar to a use identified in Table 4.2, Table of Permissible Uses, based on consistency with the City's adopted policy guidance and the following standards:
 - a. The function, product, or physical characteristics of the use;
 - b. The impact on adjacent lands created by the use;
 - c. The type, size, and nature of buildings and structures associated with the use;
 - d. The type of sales (retail, wholesale), and the size and type of items sold and displayed on the premises;
 - e. The types of items stored (such as vehicles, inventory, merchandise, chemicals, construction materials, scrap and junk, and raw materials including liquids and powders);
 - f. The volume and type of vehicle traffic generated by the use, and the parking demands of the use;
 - g. Any processing associated with the use, including assembly, manufacturing, warehousing, shipping, distribution, and whether it occurs inside or outside a building;
 - h. Any dangerous, hazardous, toxic, or explosive materials associated with the use;
 - i. The amount and nature of any nuisances generated on the premises, including but not limited to noise, smoke, odor, glare, vibration, radiation, and fumes; and

- j. Any prior determinations made by the Director or decisions made by City Council or appointed City boards.
 2. The Director's decision and explanation shall be made in writing, shall state the determination is final and subject to appeal as provided in Section 1 Administration, and shall be delivered by personal service, electronic mail, or by first class mail to the applicable parties. A written determination shall be binding on subsequent decisions by the Director or other administrative officials in applying the same provision of this Ordinance or the Official Zoning Map in the same circumstance, unless the determination is modified in accordance with this section, or the text of this Ordinance is amended. The Director shall maintain a record of written determinations that shall be available in the Planning and Zoning Department for public inspection, on reasonable request, during normal business hours.
 3. An appeal of the Director's determination with regard to an unlisted use may be made in accordance with Section 1.X.X.X: Appeals.
- F. **Use Standards.** Use standards for a particular use may be found with the definition of the use.

4.2. PRINCIPAL USE TABLE

		ZONING DISTRICTS																		
KEY: P = Permitted, S = Special Use Permit	4.3. PRINCIPAL USES - DEFINITION AND USE STANDARDS		RURAL RESIDENTIAL (RR)	SUBURBAN NEIGHBORHOOD (SN)	TRADITIONAL NEIGHBORHOOD (TN)	MEDIUM DENSITY (MD)	HIGH DENSITY (HD)		OFFICE PROFESSIONAL (OP)	COMMERCIAL GENERAL (CG)	BUSINESS TECHNOLOGY (BT)	MANUFACTURING AND LOGISTICS (ML)		GREER STATION DOWNTOWN (GS)	NEIGHBORHOOD CENTER (NC)	REGIONAL CENTER (RC)	COMMERCIAL CORRIDOR (CC)		PLANNED DEVELOPMENT (PD)	DESIGN REVIEW DISTRICT (DRD)
		RESIDENTIAL							NONRESIDENTIAL					MIXED-USE					SPECIAL	
Dwelling, Single-Family Detached	4.3.1.A	RESIDENTIAL DISTRICTS	P	P	P	P	X	NONRESIDENTIAL DISTRICTS	X	X	X	X	MIXED-USE DISTRICTS	P	X	X	X	SPECIAL DISTRICTS	P	P
Dwelling, Single-Family Attached	4.3.1.B		X	S	P	P	P		S	X	X	X		P	X	X	X		P	P
Dwelling, Two-Family, Triplex, or Quadplex	4.3.1.C		X	S	S	P	P		S	X	X	X		P	P	X	X		S	P
Dwelling, Live-Work	4.3.1.D		X	X	X	X	X		X	P	P	P		P		X			P	X
Dwelling, Multi-Family (Include Upperstory)	4.3.1.E		X	X	X	P	P		X	P	P	X		P	P	P	P		P	P
Child Care Home	4.3.1.F		S	S	S	S	X		P	X	X	X		P	P	X	X		P	X
Group Living	4.3.1.G		P	P	P	P	P		X	X	X	X		P	X	X	X		P	X
Residential Care	4.3.3.H		S	S	S	P	P		P	S	X	X		X	X	X	X		S	X
Manufactured/Mobile Home Park	4.3.3.I		X	X	X	S	X		X	X	X	X		X	X	X	X		X	X
NON-RESIDENTIAL																				
AGRICULTURE AND OPEN SPACE																				
Community Garden	4.3.2.A	P	P	P	P	P		P	X	X	X		P	P	X	S		P	P	
Farm	4.3.2.B	P	X	X	X	X		X	X	X	X		X	X	X	X		X	X	
Livestock (Wholesale)	4.3.2.C	S	X	X	X	X		X	X	X	X		X	X	X	X		X	X	
Lumberyard	4.3.2.D	S	X	X	X	X		X	X	X	X		X	X	X	X		X	X	

Nursery	4.3.2.E	RESIDEENTIAL DISTRICTS	P	S	X	X	X	NONRESIDENTIAL DISTRICTS	X	X	X	X	MIXED-USE DISTRICTS	X	X	X	X	SPECIAL DISTRICTS	X	X
Parks	4.3.2.F		P	P	P	P	P		P	P	P	P		P	P	P	P		P	P
Produce Stands	4.3.2.G		P	X	X	X	X		X	X	X	X		X	X	X	X		X	X
Stables	4.3.2.H		P	S	X	X	X		X	X	X	X		X	X	X	X		X	X
CIVIC AND INSTITUTIONAL																				
Cemetery	4.3.3.A		P	S	S	S	S		S	S	X	X		S	X	X	X		X	X
Churches and Religious Institutions	4.3.3.B		P	P	P	P	P		P	P	P	P		P	P	P	P		P	X
Cultural, Library and Museum Facility	4.3.3.C		S	S	S	S	S		S	S	P	X		P	P	P	P		S	X
Government	4.3.3.D		X	X	X	X	X		P	P	P	X		P	P	P	P		S	X
Higher Education (College, University, Technical)	4.3.3.E		X	X	X	X	X		S	S	S	X		X	S	S	X		X	X
Infrastructure and Utilities	4.3.3.F		S	S	S	S	S		S	P	P	P		S	P	P	X		S	X
Post Office (Mail and Packages)	4.3.3.G		S	S	S	S	P		P	S	P	X		P	P	P	X		S	X
Public Safety (Fire/Police/Correctional)	4.3.3.H		P	P	P	P	P		P	S	P	P		P	P	P	P		P	X
School (K-12)	4.3.3.I		P	P	P	P	P		P	S	X	X		S	X	X	X		S	X
Social Services	4.3.3.J		S	S	S	S	S		P	P	X	X		P	X	X	X		X	X
Transit	4.3.3.K		S	S	S	P	P		P	P	P	X		P	P	P	X		P	X
PERSONAL SERVICE																				
Bank/Financial Institution	4.3.4.A		X	X	X	X	X		P	P	P	X		P	P	P	P		P	X
Dry Cleaning	4.3.4.B		X	X	X	X	X		S	P	X	X		X	P	P	P		P	X
Day Care (Adult and Child)	4.3.4.C		X	X	X	S	S		P	P	X	X		S	S	P	P		P	X
Funeral Home	4.3.4.D		X	X	X	X	X		P	P	X	X		P	X	P	P		X	X
Pharmacy (Maximum 10,000 SF)	4.3.4.E		X	X	X	X	X		P	P	X	X		P	P	P	P		P	X
Personal Services	4.3.4.F		X	X	X	X	X		P	P	P	X		P	P	P	P		P	X
Tattoo and Body Piercing Parlor	4.3.4.G		X	X	X	X	X		X	S	X	X		S	X	X	P		X	X
Private Clubs	4.3.4.H		X	X	X	X	X		S	P	X	X		P	P	P	P		X	X
COMMERCIAL																				
Adult Business/Sexually-Oriented Business	4.3.5.A		X	X	X	X	X		X	X	X	S		X	X	X	X		X	X
Animal Kennel	4.3.5.B		P	X	X	X	X		X	P	X	X		X	X	X	P		X	X
Automobile Service	4.3.5.C		X	X	X	X	X		X	P	X	X		X	X	S	P		X	X
Bed and Breakfast	4.3.5.D		S	S	S	P	P		X	P	X	X		P	X	X	P		X	X

Brewery	4.3.5.E	RESIDENTIAL DISTRICTS	X	X	X	X	X	NONRESIDENTIAL DISTRICTS	X	P	X	X	MIXED USE DISTRICTS	X	P	P	P	SPECIAL DISTRICTS	X	X
Brewpub	4.3.5.F		X	X	X	X	X		X	S	X	X		P	P	P	P		X	X
Bar/Tavern/Nightclub	4.3.5.G		X	X	X	X	X		X	P	X	X		X	P	P	P		X	X
Car Wash	4.3.5.H		X	X	X	X	X		X	P	X	X		X	X	P	P		X	X
Parking Lot	4.3.5.I		X	X	X	X	S		P	P	P	S		X	P	P	P		P	X
Parking Structure	4.3.5.J		X	X	X	X	S		P	P	P	S		X	P	P	P		S	X
Distillery	4.3.5.K		X	X	X	X	X		S	P	X	X		X	X	P	P		X	X
Event Center	4.3.5.L		X	X	X	X	X		X	S	P	X		X	X	P	P		X	X
Gas Station	4.3.5.M		X	X	X	X	X		S	P	X	X		X	S	P	P		X	X
Hotel/Motel	4.3.5.N		X	X	X	X	X		X	P	P	X		P	P	P	P		S	X
Indoor Amusement/Entertainment Facilities	4.3.5.O		X	X	X	X	X		X	P	X	X		P	P	P	P		X	X
Liquor Store	4.3.5.P		X	X	X	X	X		X	S	X	X		X	S	P	P		X	X
Microbrewery	4.3.5.Q		X	X	X	X	X		P	P	X	X		P	P	P	P		P	X
Micro-Distillery	4.3.5.R		X	X	X	X	X		P	P	X	X		P	P	P	P		P	X
Outdoor Recreation	4.3.5.S		S	S	X	X	X		X	P	X	X		X	S	P	P		X	X
Pawn Shop	4.3.5.T		X	X	X	X	X		X	P	X	X		X	S	X	P		X	X
Restaurant	4.3.5.U		X	X	X	X	X		P	P	X	X		P	P	P	P		P	X
Neighborhood Retail (Maximum 10,000 SF)	4.3.5.V		X	X	X	S	P		X	P	P	X		P	P	P	P		P	X
General Retail (Maximum 50,000 SF)	4.3.5.W		X	X	X	X	X		X	P	X	X		X	S	P	P		X	X
Regional Retail (Above 50,000 SF)	4.3.5.X		X	X	X	X	X		X	P	X	X		X	S	P	X		X	X
Vehicle Sales and Rental	4.3.5.Y		X	X	X	X	X		X	P	X	X		X	X	X	P		X	X
OFFICE AND MEDICAL																				
Animal Care	4.3.6.A		P	X	X	X	X		P	P	X	X		X	X	X	P		X	X
Medical/Dental Facility	4.3.6.B		X	X	X	X	X		P	P	P	X		P	P	P	P		S	X
Hospital	4.3.6.C		X	X	X	X	X		S	S	X	X		X	X	S	S		X	X
Professional Office	4.3.6.E		X	X	X	X	X		P	P	P	X		P	P	P	P		P	X
Urgent Care	4.3.6.F		X	X	X	X	X		P	P	X	X		X	P	P	P		P	X
Rehabilitative/Mental Health Facility	4.3.6.G		X	X	X	X	X		S	P	S	X		X	X	X	P		X	X
INDUSTRIAL AND LOGISTIC																				
Artisanal Manufacturing	4.3.7.A		S	X	X	X	X		X	P	P	X		X	P	X	P		S	X

Broadcast Facility	4.3.7.B	RESIDEENTIAL DISTRICTS	S	X	X	X	X	NONRESIDENTIAL DISTRICTS	P	P	P	X	MIXED USE DISTRICTS	X	X	X	X	SPECIAL DISTRICTS	X	X
Communication/Cell Tower	4.3.7.X		S	S	S	S	S		S	S	S	S		S	S	S	S		S	S
Flex Facility	4.3.7.C		X	X	X	X	X		P	S	P	S		X	S	S	S		X	X
Industrial - Light	4.3.7.D		X	X	X	X	X		X	S	X	P		X	X	X	X		X	X
Industrial - Heavy	4.3.7.E		X	X	X	X	X		X	X	X	P		X	X	X	X		X	X
Salvage Yard	4.3.7.F		X	X	X	X	X		X	X	X	P		X	X	X	X		X	X
Land Fill	4.3.7.G		X	X	X	X	X		X	X	X	P		X	X	X	X		X	X
Manufacturing	4.3.7.H		X	X	X	X	X		X	X	P	P		X	X	X	X		X	X
Outdoor Storage	4.3.7.I		X	X	X	X	X		X	X	X	S		X	X	X	X		X	X
Wholesale Trade	4.3.7.J		X	X	X	X	X		X	X	X	P		X	X	X	X		X	X
Recycling	4.3.7.K		X	X	X	X	X		X	X	X	P		X	X	X	X		X	X
Self-Storage	4.3.7.L		X	X	X	X	X		X	P	X	P		X	X	X	S		X	X
Solar Farm	4.3.7.M		S	X	X	X	X		X	X	X	P		X	X	X	X		X	X
Warehouse/Distribution	4.3.7.N		X	X	X	X	X		X	X	X	P		X	X	X	X		X	X

4.3. PRINCIPAL USES – DEFINITION AND USE STANDARDS

4.3.1. RESIDENTIAL USES

A. Dwelling, Single-Family Detached

1. Characteristics. A residential building containing only one (1) dwelling unit, to be occupied by one family. For regulatory purposes, the term is not to be construed as including mobile homes, recreational vehicles, travel trailers, housing mounted on motor vehicles, tents, houseboats, or other forms of temporary or portable housing.
2. Accessory Uses. Accessory uses commonly found are recreational facilities, parking of motor vehicles for the occupants, piers, and docks, and or accessory structures such as a garage or shed. In certain instances, home occupations as regulated by this UDO may be permitted as an accessory use, subject to the standards in Section 4.6. Accessory dwelling units may be permitted as an accessory structure, subject to the standards in Section 4.4.C.
3. Examples. Examples include single-family homes on a variety of lot sizes and types.
4. Uses Not Included.
 - a. Lodging where tenancy is arranged for one (1) week or less including short-term rentals is considered a form of transient lodging (see commercial categories).
5. Use Standards
 - a. All accessory and uses shall be clearly incidental to permitted principal use. All accessory buildings and pools shall be located in a side or rear yard.

B. Dwelling, Single-Family Attached

1. Characteristics. A residential building that may be attached or semi attached, consisting of split-level dwelling units, each dwelling unit typically owned by separate ownership. For regulatory purposes, the term is not to be construed as including mobile homes, recreational vehicles, travel trailers, housing mounted on motor vehicles, tents, houseboats, or other forms of temporary or portable housing.
2. Accessory Uses. Accessory uses commonly found are recreational facilities, parking of motor vehicles for the occupants, piers and docks, and accessory structures such as a garage or shed.
3. Examples. Examples include townhomes, villas, or attached single family.
4. Uses Not Included.
 - a. Lodging where tenancy is arranged for one (1) week or less is considered a form of transient lodging (see commercial categories).
5. Use Standards.
 - a. Single-Family attached buildings shall be limited to six (6) dwelling units.

- b. All accessory and uses shall be clearly incidental to permitted principal use. All accessory buildings and pools shall be located in a side or rear yard.

C. Dwelling, Two-Family, Triplex, or Quadplex.

1. Characteristics. A residential building containing two (2) dwelling units (two-family), three (3) (triplex), or four (4) (quadplex), usually under single ownership, consolidated into a single structure. This dwelling type is typically on a single lot and contains common walls. For regulatory purposes, the term is not to be construed as including mobile homes, recreational vehicles, travel trailers, housing mounted on motor vehicles, tents, houseboats, or other forms of temporary or portable housing.
2. Accessory Uses. Accessory uses commonly found are recreational facilities, parking of motor vehicles for the occupants, piers and docks, and accessory structures such as a garage or shed.
3. Examples. Examples include a duplex.
4. Uses Not Included.
 - a. Lodging where tenancy is arranged for one (1) week or less are considered to be a form of transient lodging (see commercial categories).
5. Use Standards
 - a. Lot width must be 1.5x the required minimum width of the base zoning district requirement for any duplex.
 - b. The main entrance to each ground floor unit shall be accessed directly from and face the street.
 - c. All accessory and uses shall be clearly incidental to permitted principal use. All accessory buildings and pools shall be located in a side or rear yard.

D. Dwelling, Multi-Family.

1. Characteristics. Multi-family dwelling units are characterized by a building that contains more than four (4) dwelling units, or may consist of upper-story residential in a mixed-use building (i.e. a building that contains a separate use on the bottom floor, and dwelling units on the floors above). This definition includes condominiums or multifamily apartments. Tenancy is arranged for periods longer than one week. Uses where tenancy may be arranged for a shorter period are not considered residential.
2. Accessory Uses. Accessory uses commonly found are recreational facilities, parking of motor vehicles for the occupants and guests, piers and docks, and accessory structures such as a garage or shed.
3. Examples. Uses include apartments, condominiums, and multiplexes.
4. Not Included.
 - a. Lodging where tenancy is arranged for one (1) week or less are considered to be a form of transient lodging (see the commercial categories).

E. Dwelling, Live-Work

1. Characteristics. Live-work units typically occur within a building used jointly for commercial or industrial and residential purposes. Live-work

buildings are generally constructed for commercial or industrial uses and allow for both living and work space uses. All permitted uses may occupy any story of a live-work building. Customers are permitted to come to and from. The occupations must provide a service or product that is conducted wholly within a residential dwelling that allows employees and customers to visit.

2. Accessory Uses. Accessory uses may include associated office, ancillary indoor storage, parking for resident and customer cars.
3. Examples. Examples may include a commercial or industrial building built out to include units which allow for commercial activity and a residential use. This may include lofts which feature a workshop and bedroom so the owner/occupant of the unit may run a business and also live where they conduct the business. General examples of business conducted in a live-work may be an artisanal workshop or gallery, wood, or metal workshop (using only the use of hand tools and small-scale, light equipment), demonstration kitchens, office, resale of items such as antiques and clothing made or altered on site.
5. Home-occupation. Home occupations are an accessory use to a residential principal use. Home occupation standards are listed in Section 4.6.
6. Use Standards.
 - a. A live-work business shall be subject to all applicable City occupational license and other business taxes.
 - b. Any potential resident must be legally notified that the structure is a live-work structure and allows for commercial activity in units within the structure.
 - c. A minimum of one (1) individual must occupy the live-work unit as their primary residence.
 - d. The live-work unit may not employ more than two (2) individuals (not including the primary resident) not living on the premises at any one time.
 - e. Occupations or businesses catering to groups may not have any groups larger than five (5) persons at one time. No more than five (5) customers at once are to be permitted inside.
 - f. No storage or warehousing of material is permitted outdoors.
 - g. No visible evidence of the occupation inside (other than a permitted sign).

F. Dwelling, Manufactured/Mobile Home

1. Characteristics. Manufactured homes are built on an integral chassis, with or without permanent foundation, and are used as a dwelling unit. These units are portable and built to be towed. Manufactured homes are subject to any state standards for safety and occupancy.
2. Accessory Uses. Accessory uses commonly found are recreational facilities, parking of motor vehicles for the occupants, piers and docks, and accessory structures such as a garage or shed.

3. Examples. Examples include any type of park model or travel trailer designed as a dwelling unit, built on an integral chassis, with or without permanent foundation. This term includes mobile homes, park trailers, travel trailers and similar transportable structures intended to be improved property.
4. Uses Not Included.
 - a. Modular homes are not considered to be manufactured/mobile homes.

G. Child Care Home.

1. Characteristics. A residential building in which care is given in a family home environment for at least one (1) and not more than six (6) children. Only those residing in the home may be involved in the day-to-day operation of the Child Care Home.
2. Accessory Uses. Accessory uses commonly found are recreational facilities, parking of motor vehicles for the occupants, and accessory structures such as a garage or shed.

H. Group Living

1. Characteristics. A facility with lodging for one or more persons in a group that does not constitute a single family unit.
2. Accessory Uses. Accessory uses commonly found are recreational activities, hobbies, and parking of the occupants' vehicles.
3. Examples. Uses include a boarding house for an educational facility, rooming house, congregate care home, fraternity, or sorority.

I. Residential Care

1. Characteristics. ALF (Assisted Living Facility), ILF (Independent Living Facilities), and CCF (Convalescent Care Facilities) are all considered residential care and provide residential facilities with on-site 24-hour medical care for seniors. This use category describes building or buildings, section or distinct part of a building, private home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. This includes nursing homes.
2. Accessory Uses. Accessory uses commonly found are recreational activities, cafeteria, café, dining hall, hobbies, parking of the occupants' vehicles, facilities for staff.
3. Examples. Uses include living in nursing homes, skilled nursing facilities, assisted living facilities, convalescent care facilities, and other senior living facilities.
4. Uses Not Included.
 - a. Lodging where tenancy is arranged for one week or less are considered to be a form of transient lodging (see commercial categories).
5. Use Standards.

- a. Residential care facilities are subject to density standard of the applicable district following standards below:
 - i. Each separate room or group of rooms designed or intended for use as a residence by an individual or family and having kitchen facilities shall be equal to one dwelling unit.
 - ii. Each separate bedroom or bedroom and associated rooms containing two beds, designed, or intended for use as a residence and not having kitchen facilities but having access to a common dining area, shall be equal to one-half dwelling unit.
 - iii. Each separate bedroom or bedroom and associated rooms containing only one bed, designed, or intended for use as a residence by an individual or couple and not having kitchen facilities but having access to a common dining area, shall be equal to one-quarter dwelling unit.
 - iv. Where beds are provided for residents in the nature of a hospital or nursing home wardrooms, as opposed to residential dwelling units with three or more beds, each bed shall be equal to one-quarter dwelling unit.
- b. Structures shall demonstrate a pedestrian circulation plan, including internal walkways, and shall include provisions for alternative transportation options for residents of the facility.

J. Manufactured/Mobile Home Park

- 1. Characteristics. A mobile home park is characterized by site that contains more than one manufactured or mobile home as defined in Section 8. Definitions on approved spaces rented to individuals. The land within the park shall be under single ownership and provide on-site management of the park.
- 2. Accessory Uses. Accessory uses commonly found are recreational facilities, conventional building structure for the management of the park, community gardens, dumpsters, and building services.
- 3. Design and Development Standards. Mobile Home Parks are subject to the standards in 6.7. Mobile Home Park Design and Development Standards.

4.3.2. AGRICULTURE AND OPEN SPACE USES

A. Community Garden

- 1. Characteristics. A dedicated space for the growing of plants for personal use, community distribution, education, or beautification of a community. Community gardens may be permitted within a residential subdivision. Community gardens are not intended for commercial, wholesale, or retail sales.
- 2. Examples. Small open spaces dedicated to a community garden for the cultivation of plants, flowers, and other vegetation.
- 3. Uses Not Included. Agriculture, agricultural sales, produce stand.
- 4. Use Standards.
 - a. Community gardens shall be limited to 2,500 square feet in area.

- b. No retail sales are permitted on site.
- c. Overhead lighting is prohibited.
- d. Accessory buildings (i.e. shade structures, pavilion, trellises, and/or sheds) shall be limited to 500 square feet.
- e. Shall be regulated and maintained by an HOA, POA or similar entity.

B. Farm

- 1. Characteristics. An agricultural use for the raising of crops intended for commercial sale and distribution.
- 2. Examples: A commercial farm raising vegetables, wheat, and similar crops.
- 3. Use Standards.
 - a. A produce stand may be permitted on-site or along adjacent roadway, limited to 500 square feet. An identified off-street parking area must be included. The parking area may be temporary.

C. Livestock (Wholesale).

- 1. Characteristics. An open space use dedicated to raising and selling livestock.
- 2. Examples. A pasture dedicated to raising livestock and associated uses (including livestock auction, milk processing, packing house and similar uses).
- 3. Use Standards.
 - a. The minimum lot area upon which livestock may be kept is one (1) acre.
 - b. No more than one (1) head of livestock shall be permitted for each one-half (1/2) acre of lot area.
 - c. No structure shall be closer than 50 feet to the property line except where such property line abuts a street, railroad, or watercourse at least 50 feet in width.

D. Lumberyard.

- 1. Characteristic. A facility dedicated to processing fallen lumber for the use of production in consumer of construction goods, intended to provide only wholesale.
- 2. Examples. A lumberyard facility.
- 3. Uses Not Included.
 - a. Retail sales of lumber to individual customers.

E. Nursery

- 1. Characteristics. An establishment whose primary function is the retail sales of live plants and trees, mulch, compost, and the like to individual customers or wholesale.
- 2. Accessory Uses. The sale of landscape supplies.
- 3. Examples. A plant nursery or tree farm.
- 4. Use Standards.
 - a. Live plants (including ornamentals, fruit and nut crops, and herbaceous plants) included within a nursery shall not be considered outdoor storage.

- b. Bulk material and landscape supplies (including wheelbarrows, hoses and garden tools intended for residential uses) shall be screened.
- c. Outdoor storage yards of bulk material (i.e. mulch, compost) shall comply with the standards of Section 4.7.B. Mulch is defined as any material used as ground covering for the protection and enhancement of the soil.
- d. Heavy machinery sales is not permitted.
- e. Any landscape supply vehicles or equipment shall be kept a minimum 50 feet from property lines and screened from view from public rights-of-way.

F. Parks.

- 1. Characteristics. Parks are uses of land which allow for recreation for the general public or land intended to provide opportunities for the enjoyment, conservation or preservation of natural features and resources.
- 2. Accessory Uses. Accessory uses may include maintenance facilities, concessions, caretaker's quarters, and parking.
- 3. Examples. Examples include parks, preservation areas, and recreational trails.

G. Produce Stands

- 1. Characteristics. A stand alone, temporary or permanent stand intended for commercial purchasing of agricultural goods.
- 2. Examples. Examples include a roadside produce stand.
- 3. Uses Not Included.
 - a. A temporary farmers market, with standards included in X.
- 4. Use Standards.
 - a. Sales shall be limited to five-hundred (500) square feet of gross floor area per acre of land.

H. Stables

- 1. Characteristics. An establishment which allows for the keeping of horses or ponies for private use.
- 2. Accessory Uses. Accessory uses and structures such as feeding areas, barns, and similar uses customary to the keeping of horses or ponies, riding academy with teaching facilities and training courses.
- 3. Examples. Horse stables, riding academy.
- 4. Use Standards.
 - a. All structures for the keeping of horses or ponies shall be located a minimum 100 feet of any property line.
 - b. Horses and ponies shall be kept in a fenced enclosure.

4.3.3. CIVIC AND INSTITUTIONAL USES

A. Cemetery

- 1. Characteristics. An area established for the burial of the dead and dedicated for cemetery purposes.

B. Churches and Religious Institutions

1. Characteristics. A facility intended as a house of worship that hosts organized religious services.
2. Accessory Uses. Accessory uses may include recreational facilities intended to be used by members and cemeteries.
3. Examples. A church, temple, mosque, or similar religious house of worship.

B. Cultural, Library and Museum Facility

1. Characteristics. A facility or site open to the public for cultural services and events operated by the government or a certified non-profit entity.
2. Accessory Uses. Accessory uses may include cafeterias, snack bars, parking, ancillary assembly, retail, or restaurant.
3. Examples. Examples include community centers, libraries, museums, and historical societies.

D. Government

1. Characteristics. A building, or portion of a building, wherein government activities are performed involving predominately administrative, record keeping, professional, and/or clerical operations and where professional services are rendered. For the purpose of this ordinance “government” includes local, state, and federal government agencies including but not limited to City of Greer, Greenville County, Spartanburg County, and United States Postal Service.
2. Accessory Uses. Accessory uses may include cafeterias, day care facilities, health facilities, parking, or other amenities primarily for the use of employees in the firm or building.
3. Examples. Examples include city hall buildings, government offices, court houses, public work facilities, municipal government buildings.

E. Higher Education (College, University, Technical)

1. Characteristics. Universities, colleges, or vocational schools are higher learning establishments that provide post public school (including associate, bachelor, graduate, doctoral), vocational, and technical degrees and skills.
2. Accessory Uses. Accessory uses may include associated offices, parking, cafeteria, facilities such as a cafeteria, fitness facility, on and off campus dormitories owned and operated by the school, and on campus.
3. Examples. Examples include a trade school, secondary education, career center, vocational college, college, university, satellite campus or satellite branch of a university, college, or vocational school.
4. Use Standards.
 - a. All activities associated with a vocational school (or trade school) that cause excess noise or nuisance shall be within a completely enclosed building.
 - b. University, college, or vocational schools may occur in existing buildings suitable for commercial activity, such as a shopping center.

F. Infrastructure and Utilities.

1. Characteristics. Public or private infrastructure facilities. May be public or privately provided.
2. Accessory Uses. Accessory uses may include parking, control, monitoring, data, or transmission equipment.
3. Examples. Examples include water and sewer pump stations, water towers, electrical substations, and similar uses.
4. Uses Not Included.
 - a. Utility offices where employees and customers are generally present are classified as professional office or government.

G. Post Office (Mail and Packages)

1. Characteristics. Includes any facility which accepts customers to mail or deliver letters, packages, and goods. May be publicly or privately owned.
2. Accessory Uses. Accessory uses may include a cafeteria for staff, parking for workers and customers, parking area for mail or delivery trucks.
3. Examples. United States Postal Services Facilities and commercial mail and delivery services such as storefront FedEx and UPS operations.
4. Exclusions. Mail kiosks, lockers, and mailboxes are not subject to use standards and may be permitted as accessory structures.

H. Public Safety

1. Characteristics. Facilities operated by a public safety agency, commonly governmental, for the purpose of providing safety related services including fire and police, to the general public.
2. Accessory Uses. Accessory uses may include parking, cooking facilities, or holding cells within a police station.
3. Examples. Public safety facilities including fire stations, police stations, jail/detention/correctional facilities, and emergency communication broadcast facilities.

I. School.

Residential care facilities shall be designed and used to serve its residents and their guests only.

1. Characteristics. This category includes public and private schools, including charter and grades K-12, that provide state mandated basic education.
2. Accessory Uses. Accessory uses include play areas, cafeterias, recreational and sport facilities, auditoriums, and before- or after-school care.
3. Examples. Examples include public and private daytime schools, high schools, boarding schools, and military academies.
4. Use Standards.
 - a. Must meet the curricular teaching certification of instruction approved by the State Board of Education.
 - b. All mobile or portable classrooms shall be located in rear yards. Administrative approval by the Planning Department may allow the placement inside front or side yards if placement in the rear cannot be accommodated.

J. Social Services.

1. Characteristics. Facilities that provide psychosocial rehabilitation, skill development activities, temporary sleeping facilities for displaced persons, employment services and pre-vocational training.
2. Accessory Uses. Accessory uses may include cafeteria, soup kitchens, maintenance facilities, caretaker's quarters, and parking.
3. Examples. Examples include temporary shelters, rehabilitation facilities, and work training centers for displaced persons.
4. Exceptions.
 - a. Jails or detention centers
 - b. Facilities which provide only rehabilitation from substances (see office/medical use – rehabilitative and mental health facilities).
5. Use Standards
 - a. An employee or volunteer must maintain continuous on-site supervision during operation hours.
 - b. May not be within 500 feet of a school or another social services establishment.
 - c. A six (6) foot fence or wall shall be required along any outdoor recreation areas, in addition to any required landscape buffer.

K. Transit

1. Characteristics. Public or private transit facility serving a regional area. May have regular employees on-site. Services may be public or privately provided.
2. Accessory Uses. Accessory uses may include parking; control, monitoring, data, or transmission equipment.
3. Examples. Examples include transit facilities, park-and-ride facilities for mass transit, other intense transit based regional uses.

4.3.4. PERSONAL SERVICE USES

A. Bank/Financial Institution

1. Characteristics. Banks and financial institutions characterized by activities conducted in an office setting and generally focusing on personal or financial services. Drive-throughs are permitted.
2. Accessory Uses. Accessory uses may include parking for use of employees and customers.
3. Examples. Bank, financial institution, credit unions, and similar financial establishments.
4. Use Standards.
 - a. Drive-through windows, speaker boxes, and ordering stations shall not be adjacent to any residential use or district.
 - b. Drive-through shall be designed so as not to obstruct the movement of pedestrians along sidewalks or between the building entrance and customer parking spaces.

- c. Crosswalks and crosswalk markings shall be required if pedestrians can cross the drive-through lane between the building and parking areas.

B. Dry Cleaning

1. Characteristics. Establishment dedicated to onsite cleaning of clothes, offering the renting of on-site equipment for the cleaning, and washing of laundry to individual customers or pick-up dry-cleaning services. These establishments are intended to offer personal services to individual customers and not wholesale dry cleaning.
2. Accessory Uses. Accessory uses may include ancillary indoor storage, associated office, parking.
3. Uses Not Included
 - a. Wholesale laundry cleaning facilities (see industrial uses).

C. Day Care (Adult and Child)

1. Characteristics. An establishment dedicated to the care of adults or children in a protected, supervisory setting. May require additional state permits.
2. Accessory Uses. Accessory uses may include ancillary indoor storage, outdoor play areas, associated office, parking, cafeteria.
3. Use Standards.
 - a. Areas dedicated for drop off and pick up must be included for any site plan or permit request for a day care.
 - b. Outdoor recreation areas or playgrounds shall be fenced with a minimum six (6) foot fence.

D. Funeral Home

1. Characteristics. A facility used for the preparation of the deceased and the display of the deceased for funeral services. The facility may include space and facilities for embalming and preparation of the dead for burial, performance of autopsies, the storage of caskets and funeral supplies.
2. Accessory Uses. Accessory uses may include ancillary indoor storage, associated office, parking, storage of funeral vehicles, crematorium meeting all related laws and regulations and cemetery/mausoleum.

E. Pharmacy

1. Characteristics. An establishment dedicated to the sales and dispensing of prescription and non-prescription drugs and limited retail sales.
2. Examples. Examples include drug stores.
3. Use Standards.
 - a. Establishment size shall be limited to 15,000 square feet. Any establishment greater than 15,000 square feet is considered general retail.

F. Personal Services

1. **Characteristics.** Establishments that cater to personal services for a community. May also provide personal services or entertainment or provide product repair or services for consumer and business goods.
2. **Accessory Uses.** Accessory uses may include offices, storage or repackaging of goods for on-site sale, and parking.
3. **Examples.** Examples include barbers, hair salons, nail salons, tanning facilities, day spa, personal care services, animal grooming, product repair or services for consumer and business goods (i.e. computer repair shop, watch repair).

G. Tattoo and Body Piercing Parlor

1. **Characteristics.** Any establishment that practices the inserting of permanent markings of coloration, or the producing of scars, upon or under human skin through puncturing by use of a needle or any other method. Additionally, establishments that practice permanent body modifications by the piercing of human flesh. Micro-blading and temporary tattoos are not considered to constitute as a tattoo and body piercing parlor.
 - a. A Tattoo and Body Piercing Parlor cannot be operated within 1000 feet of:
 - i. A place of worship;
 - ii. Public or private elementary or secondary school;
 - iii. Any outdoor recreational facility at which minors are likely to congregate;
 - iv. A lot devoted to residential use;
 - v. A day care facility;

H. Private Clubs

1. **Characteristics.** Private clubs are used by a group of people organized for a common purpose to pursue common goals, interests or activities and usually characterized by certain membership qualifications, payment of fees and dues, regular meetings, and constitution and by-laws. Facilities may contain one or more buildings and structures operated only for the benefit of its members and their guests.
2. **Accessory Uses.** Accessory uses may include offices, meeting areas, clubhouses, parking, and restaurants open only to members of the private club.
3. **Examples.** Private clubs such as fraternal organizations and country clubs.
4. **Uses Not Included.**
 - a. Event centers or convention centers catering to outside groups or audiences.
 - b. Health and fitness facilities (i.e. commercial gym, see general retail).
5. **Use Standards.**
 - a. All dumpsters and other building service areas shall be located where they are concealed from view from the public right of way, see section 4.4.B.9
 - b. Meals or beverages may be sold to members and their guests only.

4.3.5. COMMERCIAL USES

A. Adult Business/Sexually-Oriented Business –

1. Characteristics. A nightclub, bar, restaurant, or other similar establishment in which a person appears in a state of sexually explicit nudity or semi-nudity in the performance of their duties. Additionally, a business offering its patrons goods of which a substantial portion are sexually-oriented materials. A business in which more than ten percent of the display space is used for sexually-oriented materials is presumed to be a sexually-oriented business. Defined in State of South Carolina Code of Laws Sections 57-25-120(7) and 57-25-120(8).
2. Accessory Uses. Accessory use may include an associated office.
3. Use Standards.
 - b. Nudity, semi-nudity, sexually explicit material/content is prohibited in any outdoor displays including signs.
 - c. Adult Business/Sexually-oriented Business cannot be operated within 1000 feet of:
 - a. A place of worship;
 - b. Public or private elementary or secondary school;
 - c. A boundary of any residential district;
 - d. Any outdoor recreational facility at which minors are likely to congregate;
 - e. A lot devoted to residential use;
 - f. A day care facility;
 - g. Cemetery;
 - h. Funeral Home; or
 - i. Another Adult Business/Sexually-oriented Business.

B. Animal Kennel

1. Characteristics. The use of land for the purpose of boarding animals. May include a pet resort which provides day care for pets in addition to grooming and training/classes.
2. Accessory Uses. Outdoor play areas for animals, office, indoor storage, limited retail sales of pet associated items.
3. Examples. Animal kennel or boarding facility, animal shelter.
4. Use Standards.
 - d. All outdoor areas intended for animal use shall be fenced with a minimum six (6) foot fence.
 - e. Animals shall be kept within an enclosed building between the hours of 10:00 PM and 6:00 AM.
 - f. Animal waste shall not be stored closer than ten (10) feet from the property line.

C. Automobile Service

1. Characteristics. An establishment which provides vehicle services and repair in an enclosed building, including but not limited to brake adjustments, oil changes, realignments, repair, paint and/or detailing
2. Accessory Uses. Accessory uses may include limited sale of parts or vehicle accessories, towing, associated office, parking, repackaging of goods for on-site sale or use.
3. Examples. Vehicle service establishments.
4. Use Standards.
 - a. No stockpiling of parts or salvaging of vehicle parts.
 - b. No storage of wrecked or unregistered vehicles outside of the building.
 - c. No outdoor speaker system.
 - d. All work performed shall be within an enclosed building, however bay doors may be open during hours of operation.
 - e. In addition to service vehicles necessary for the operation of business, only vehicles awaiting repair may be stored on site. No inoperable vehicles may be left on site for more than seven (7) days.

D. Bed and Breakfast

1. Characteristics. Private home offering lodging and breakfast to guests. Accommodations are limited to a maximum of six (6) guestrooms. This type of establishment is primarily a private home offering lodging and breakfast to guests. The appearance and primary function of the home shall remain as a residence, not as a lodging establishment.
2. Accessory Uses. Accessory uses customary to single-family residences are permitted.

E. Brewery

1. Characteristics. Any establishment where malt liquors are manufactured and packaged on-premise, manufacturing more than 15,000 barrels of malt liquor on its licensed premise each calendar year. One barrel equals 31 gallons.
2. Accessory Uses. Ancillary indoor storage, associated office, deck/patio for outdoor seating and/or entertainment, beer garden, parking, valet parking facility, tasting room.
3. Use Standards.
 - a. Outdoor entertainment is limited to 10:00 PM.

F. Brewpub

1. Characteristics. A restaurant, which produces on premise a maximum of two thousand barrels a year of beer for sale on the premise. One barrel equals 31 gallons.
2. Accessory Uses. Ancillary indoor storage, associated office, deck, patio for outdoor seating or dining and entertainment, parking, valet parking facility, bar seating, limited catering.
3. Use Standards.
 1. Outdoor entertainment is limited to 10:00 PM.

G. Bar/Tavern/Nightclub

1. Characteristics. Any establishment whose primary function is the sale of beer, wine, or other alcoholic beverages for consumption on the premises and cannot be licensed as a restaurant under State A.B.C. regulations.
2. Accessory Uses. Ancillary indoor storage, associated office, outdoor patron areas (if permitted under the State A.B.C. regulations), and parking.
3. Examples. Bars, taverns, cocktail lounge.
4. Use Standards.
 - a. Outdoor entertainment is limited to 10:00 PM.

H. Car Wash

1. Characteristics. Commercial establishments which allow for the washing of motor vehicles and vehicle cleaning services.
2. Accessory Uses. Accessory uses may include parking, retail sales of items associated with the cleaning of motor vehicles.
3. Examples. Full-service carwash, self-service carwash facilities.
4. Use Standards.
 - a. All washing, waxing, machine powered drying shall be in an enclosed building. Hand washing and drying may be conducted outside of an enclosed building.
 - b. No vehicle bays or openings shall face a residential use.

I. Parking Lot

1. Characteristics. A surface parking area or structure which is available to the public, but may also be used to accommodate employees, customers, and clients.
2. Accessory Uses. Valet parking, parking booth, electric vehicle charging units.
3. Examples. Examples include a commercial parking lot or parking garage.
4. Exceptions.
 - a. Outdoor storage of vehicles, boats, other vehicles, machinery, or equipment (see outdoor storage.)
5. Use Standards.
 - a. A parking structure may feature additional accessory uses such as first floor retail, or rooftop amenities such as a restaurant in mixed-use districts.
 - b. No extended parking beyond overnight parking is permitted unless associated with transportation facilities such as an airport, rail, or bus terminal.

J. Parking Structure

1. Characteristics. Parking structure (i.e. parking garage) which is available to the public, but may also be used to accommodate employees, customers, and clients. No extended parking beyond overnight parking is permitted unless associated with transportation facilities such as an airport, rail, or bus terminal.
2. Accessory Uses. Valet parking.
3. Examples. Examples include a commercial parking garage.

4. Uses Not Included.
 - a. Outdoor storage of vehicles, boats, other vehicles, machinery, or equipment (see outdoor storage.)
 - b. Trucks, trailers, delivery vehicle parking.
5. Use Standards.
 - a. In an effort to promote mixed-use, a parking structure may feature additional accessory uses such as first floor retail, or rooftop amenities such as a restaurant if the underlying zone district allows for the accessory use as a permitted right.

K. Distillery

1. Characteristics. A manufacturer who distills, blends, and bottles alcoholic liquors on the licensed premises with an alcohol content greater than seventeen percent and who produces more than one hundred twenty-five thousand cases per year at the licensed premises.
2. Accessory Uses. Ancillary indoor storage, associated office, deck/patio for outdoor seating and/or entertainment, parking, valet parking facility, tasting room.
3. Use Standards.
 - a. Outdoor entertainment is limited to 10:00 PM.

L. Event Center

1. Characteristics. Venues or facilities specifically for temporary events such as conferences, sports, wedding/banquet/event halls, concerts, or similar temporary events.
2. Accessory Uses. Accessory uses include offices, meeting rooms, indoor restaurant, bar, lounge, cabanas; boat docks, parking, indoor or outdoor recreation such as swimming pools, tennis courts, fitness center, sauna, and other similar facilities.
3. Examples. Examples may include a convention center, coordinated wedding and banquet halls, sports stadium, or concert hall. A hotel/motel may have an attached event center as an accessory use.
4. Exceptions.
 - a. Any fraternal organization (see civic and private club)
 - b. Community centers and private clubs
 - c. Halls or rooms available to rent from public safety facilities including fire and police stations.
5. Use Standards.
 - a. Additional landscape buffer widths where adjacent to a residential zoned property are required consistent with Section 5.3. of this UDO.

M. Gas Station

1. Characteristics. Gas stations are involved in the retail sale of fuel for motor vehicles, and convenience items including but not limited to prepackaged food, beverages, tobacco products, lottery, and other similar products as its primary sale.

2. Accessory Uses. Accessory uses may include convenience store, offices, food sales, restaurants located within principal building, storage or repackaging of goods for on-site sale, parking, and car wash.
3. Examples. Examples include retail establishments not to exceed 10,000 SF accompanied by fueling stations.
4. Use Standards.
 - a. No equipment for vehicle fueling shall be closer than fifteen (15) feet to any public right-of-way and ten (10) to any property line.

N. Hotel/Motel

1. Characteristics. Transient accommodations arranged for short term stays for compensation. This does not include patient transient accommodations, shelters for the homeless or short-term rentals.
2. Accessory Uses. Attached meeting rooms, dining facilities, bar or lounge, restaurant, laundry facility, swimming pool, other recreational facilities.
3. Examples. Examples include hotels and motels.

O. Indoor Amusement/Entertainment Facilities

1. Characteristics. Establishments that provide indoor amusement and entertainment services for a fee or admission charge.
2. Accessory Uses. Accessory uses include ancillary indoor storage, associated office, concession, dining area or cafeteria, pro-shop and limited sales of goods related to on-site activities.
3. Examples. Examples include, but are not limited to fitness center and gym, pool hall, bowling alley, axe throwing, indoor sports facility (including pickleball and tennis courts), indoor rock climbing, roller rink, indoor ice rink, indoor archery and shooting ranges, gymnastic facility, karate, dance studio, movie theater, music hall, escape rooms.
4. Use Standards.
 - a. Indoor shooting ranges that are designed and operated for the use of rifles, shotguns, pistols, or any other weapons including firearms, air guns, and airsoft guns are subject to the following standards.
 - i. All shooting activities must be indoor only.
 - ii. Must be located in stand-alone building, cannot be in planned center, strip developments, share walls or parking.
 - iii. All indoor shooting ranges shall be of soundproof construction whereby sound from discharge of any firearm and the impact of projectile shall not be plainly audible across any adjoining property line.
 - iv. Sale and consumption of alcoholic beverages on-site is prohibited

P. Liquor Store

1. Characteristics. A retail establishment engaged in the sale of packaged alcohol including, beer, ale, wine, and spirits for consumption off premises.
2. Accessory Uses. Accessory uses include temporary, indoor, promotional display and the sale of prepackaged food, tobacco products, and lottery.

Q. Microbrewery

1. Characteristics. Any establishment where malt liquors are manufactured and packaged on-premise or off-premise, manufacturing no more than 15,000 barrels of malt liquor on its licensed premise each calendar year. One barrel equals 31 gallons.
2. Accessory Uses. Ancillary indoor storage, associated office, deck/patio for outdoor seating and/or entertainment, beer garden, parking, valet parking facility, tasting room.
3. Use Standards.
 - a. Outdoor entertainment is limited to 10:00 PM.

R. Micro-Distillery

1. Characteristics. A manufacturer who distills, blends, and bottles alcoholic liquors on the licensed premises with an alcohol content greater than seventeen percent and who produces a maximum, quantity of one hundred twenty-five thousands cases per year at the licensed premises.
2. Accessory Uses. Ancillary indoor storage, associated office, deck/patio for outdoor seating and/or entertainment, parking, valet parking facility, tasting room.
3. Use Standards.
 - a. Outdoor entertainment is limited to 10:00 PM.

S. Outdoor Recreation

1. Characteristics. Uses which provide recreation-oriented activities predominately outdoors.
2. Accessory Uses. Accessory uses include associated office, concession stands, dining area or cafeteria, pro-shop and limited sales of goods related to on-site activities.
3. Examples. Examples include but are not limited to outdoor entertainment activities taking place outside of an enclosed building such as tennis, pickleball, miniature golf, golf courses, obstacle or ropes course, drive-in theater, campground, paintball, outdoor skating facilities, outdoor shooting range, outdoor sport facilities.
4. Use Standards.
 - a. If the outdoor entertainment involves any projectiles, berms or backstops are required at the perimeter boundary of the activity to ensure safety to off-site areas.
 - b. No associated outdoor features shall be located between the front façade of the building and the street fronting the lot.
 - c. The use requested to be conducted shall not have adverse effects without mitigation techniques including (but not limited to) stormwater, dust, odor, smoke, vibration, lighting, or noise.

T. Pawn Shop

1. Characteristics. Pawn shops are involved with the retail sales of secondhand merchandise and may offer personal loans secured by consumer goods or other personal property.
2. Accessory Uses. Accessory uses may include limited retail sales.

3. Examples. Pawn shops that may deal in items such as coins, jewelry, and secondhand merchandise and deal in personal loans secured by personal property.

U. Restaurant

1. Characteristics. Establishments that prepare and sell food for on-premises consumption or off-premises consumption. May include a customer service area consisting of tables, chairs, or customer counters.
2. Accessory Uses. Ancillary indoor storage, associated office, deck, patio for outdoor seating or dining and entertainment, parking, valet parking facility, bar seating, limited catering, drive through (unless prohibited).
3. Examples. Examples include all types of restaurants such as a diner, café, take-out, or fine dining restaurants.
4. Use Standards.
 - a. Drive-through windows, speaker boxes, and ordering stations shall not be adjacent to any residential use or district.
 - b. Outdoor speakers associated with a drive-through shall be at least 50 feet from any property line.
 - c. Drive-throughs are not permitted in the following districts:
 - i. Greer Station Downtown District

V. Retail – Neighborhood

1. Characteristics. General retail sales and services establishments involved in the sale, lease or rent of new or used products and services intended to provide for residents of the immediate area. Neighborhood retail shall be a maximum 15,000 square feet for a single use.
2. Accessory Uses. Accessory uses may include offices, storage or repackaging of goods for on-site sale, and parking.
3. Examples. Establishments selling, leasing, or renting consumer, home, and business goods including general merchandize, art supplies, bicycles, clothing, dry goods, electronic equipment, furniture, garden supplies, groceries, hardware and home improvement goods, household products, jewelry, pet food, printed material, stationary, and similar retail consumer goods.
4. Use Standards.
 - a. Drive-through establishments are not permitted including but not limited to pharmacies/drug stores, restaurants, and financial institutions, etc.
 - b. Outdoor events including but not limited to live music, are not permitted after 10:00 p.m.

W. Retail – General

1. Characteristics. General retail sales and services establishments involved in the sale, lease or rent of new or used products and services intended to provide for residents of the immediate area. General retail shall be a maximum 50,000 square feet for a single use.
2. Accessory Uses. Accessory uses may include offices, storage or repackaging of goods for on-site sale, and parking.

3. Examples. Establishments selling, leasing, or renting consumer, home, and business goods including general merchandize, art supplies, bicycles, clothing, dry goods, electronic equipment, furniture, garden supplies, groceries, hardware and home improvement goods, household products, jewelry, pet food, printed material, stationary, and similar retail consumer goods.

X. Retail – Regional

1. General retail sales and services establishments involved in the sale, lease or rent of new or used products and services intended to provide for residents of the immediate area. Regional retail shall permit a range of uses and sizes; however, no single use may exceed 100,000 square feet except where approved by Special Exception. This does not apply to uses which when aggregated exceed 100,000 square feet.
2. Accessory Uses. Accessory uses may include offices, storage or repackaging of goods for on-site sale, and parking.
3. Examples. Large retail stores, shopping malls, shopping centers.

Y. Vehicle Sales and Rental

1. Characteristics. Establishments that are involved with the sale or lease of motor vehicles (including but not limited to cars and boats), renting of motor vehicles, and display of motor vehicles for sale, lease, or rental.
2. Accessory Uses. Accessory uses may include showroom, associated office and storage, vehicle fueling (only for vehicles for sale or lease, not open to the general public), car wash (only for vehicles for sale or lease, not open to the general public), and limited retail sales of items associated with motor vehicles.
3. Examples. Examples include but are not limited to car dealerships, boat dealerships, motor vehicle dealerships dealing in recreational vehicles, car rental establishments, moving vehicle rental establishments.
4. Use Standards.
 - a. Minimum lot size for car, boat, other vehicle sales and rental establishments shall be one (1) acre except where previously approved and or are in use at the time of adoption of this UDO.
 - b. Vehicle display areas shall not be raised above general topography of the site.
 - c. Vehicle display areas with frontage along a street right-of-way shall include an additional 10-foot landscaped buffer beyond the buffer standard required in Section XXX.
 - d. Vehicles shall not be displayed in any required buffer.
 - e. Repair and or service areas shall not be located adjacent to a residentially zoned property.
 - f. Light fixture heights, where adjacent to residential shall be limited to 12 feet.
 - g. The use of loudspeakers or similar noise amplifying device shall be prohibited.

4.3.6. OFFICE AND MEDICAL USES

A. Animal Care

1. Characteristics. A facility where animals are provided medical care. Animals may be boarded or stay overnight within a completely enclosed building.
2. Accessory Uses. Accessory uses may include parking, limited retail sales of animal goods, limited sale of medicine and prescriptions for animal use, associated office, ancillary indoor storage.
3. Examples. Vet clinic, private veterinarian practice, animal hospital.
4. Uses Not Included.
 - a. Animal boarding is classified as Animal Shelter/Kennel.
5. Use Standards.
 - a. All outdoor areas for animals must be fenced.
 - b. Outdoor activity is permitted only during the day.

B. Medical/Dental Facility

1. Characteristics. A facility engaged in the examination, diagnosis, and treatment of medical, dental, chiropractic, ophthalmologic, pediatric care, or other health care practices.
2. Accessory Uses. Accessory uses may include parking and office.
3. Examples. Examples include dentist or orthodontics offices, doctor offices, medical clinics, medical labs, outpatient facilities without ambulatory care, and blood testing facilities, dental clinics, dental labs, and dental surgery centers.
4. Uses Not Included. Does not include overnight facilities for patients.
5. Use Standards.
 - a. Indoor waiting area is required so that patients are not allowed to queue for services outdoors.

C. Hospital

1. Characteristics. An establishment which primarily engages in providing medical treatment, including (but not limited to) diagnostic services, surgical services, and ambulatory and emergency care.
2. Accessory Uses. Accessory uses may include cafeterias, day care facilities, health facilities, parking, or other amenities primarily for the use of employees.
3. Examples. Examples may include a hospital or freestanding emergency rooms with ambulatory care.
4. Use Standards.
 - a. Drive up lanes for ambulances shall not be located within 100 feet of a residential use.

D. Professional Office

1. **Characteristics.** A building, or portion of a building, wherein activities are performed involving predominately administrative, record keeping, professional, and/or clerical operations and, where in the case of professions such as dentists, physicians, lawyers or engineers, the facility where such professional services are rendered.
2. **Accessory Uses.** Accessory uses may include cafeterias, day care facilities, health facilities, parking, or other amenities primarily for the use of employees in the firm or building.
3. **Examples.** Examples include professional services such as lawyers, accountants, engineers, architects, real estate agents, travel agencies, employment agencies, data processing, sales offices, and similar uses.
4. **Uses Not Included.**
 - a. Offices that are part of and/or located with a firm in another category are considered accessory to the firm's principal activity.
 - b. Contractors and others who perform services off-site are included in the office category if equipment and materials are not stored on the site and fabrication, services, or similar work is not carried on at the site.

E. Urgent Care

1. **Characteristics.** A walk-in medical establishment offering care for injuries or illnesses requiring immediate care, but not serious enough as to require hospital care.
2. **Accessory Uses.** Accessory uses may include cafeterias, day care facilities, health facilities, parking, or other amenities primarily for the use of employees in the firm or building.
3. **Examples.** Examples include urgent care facilities without ambulatory care. If ambulatory care is included, the use will be considered a hospital use.

F. Rehabilitative and Mental Health Facility

1. **Characteristics.** A healthcare facility that provides substance abuse treatment and/or mental health services. Such facilities provide overnight, yet short-term, care and treatment and may include sleeping rooms for healthcare providers and members of the patients' families.
2. **Accessory Uses.** Accessory uses commonly found are recreational activities, cafeteria, café, dining hall, hobbies, parking of the occupants' vehicles, facilities for staff.
3. **Examples.** Examples includes inpatient drug and alcohol treatment facilities and inpatient mental health services.

4.3.7. INDUSTRIAL AND LOGISTIC USES

A. Artisanal Manufacturing

1. **Characteristics.** A small-scale fabrication or production use by skilled workers which involves or assembly of food or goods with no noxious by-products. May include a showroom or ancillary sales of products.
2. **Accessory Uses.** Accessory uses may include (but are not limited to) associated showroom, ancillary indoor storage, associated office, parking or similar; residential unit(s) for employees and or associated services (i.e., night watchman) may not exceed one (1) dwelling unit per acre and shall only be allowed for employees or associated services and not rental to the general community.
3. **Examples.** Small scale fabrication of arts, 3-D printing, crafts, food or beverages for packaged sales, welding, sculpting, arts and crafts, pottery, and small-batch bakeries.
4. **Use Standards.**
 - a. Establishment size is limited to 15,000 square feet. Any establishment greater than 15,000 square feet shall be considered Industrial – Light.
 - b. No processes or equipment may be used that creates dust, smoke, fumes, odors, or vibration which can be detected off property.
 - c. Outdoor storage is prohibited.
 - d. Deliveries are limited to parcel and small freight carries and is not intended for large tractor trailers.

B. Broadcast Facility

1. **Characteristics.** Any facility which deals in the broadcasting of television, radio, or satellite programming.
2. **Accessory Uses** may include (but are not limited to) associated office and parking.
3. **Examples.** TV broadcasting station.

C. Communication/Cell Tower

1. **Characteristics.** Any tower, pole, or similar structure of any size that supports wireless communication antenna for commercial or governmental use.
2. **Design and Development Standards.** Additional design and developments standards relating to communication/cell towers can be found in Section 5.8 of this UDO.

D. Flex Facility

3. **Characteristics.** Uses which take place within a flex space building, allowing a flexible range of office, warehouse uses research and development uses. Flex use buildings allow for a combination of offices, wholesale, and light manufacturing with proportions of each use subject to the needs of a user.

4. Accessory Uses. Accessory uses may include (but are not limited to) associated showroom, ancillary indoor storage, associated office, cafeteria, parking, on-site repair facility, residential unit for security purposes, outdoor storage associated with principal use.
5. Examples. Flex use buildings typically in an industrial park or business park environment.

E. Industrial – Light

1. Characteristics. Any business or establishment which deals in light industrial uses including light manufacturing (such as assembly, printing, repair), research and development, and self-service storage.
2. Accessory Uses. Accessory uses may include (but are not limited to) associated showroom, ancillary indoor storage, associated office, cafeteria, parking, on-site repair facility, residential unit for security purposes, outdoor storage associated with principal use.
3. Examples. Monument sales and manufacturing, landscaping contractor, clothing manufacturing, publishing firm, bottling, lawn or tree service, sheet metal, stone, or concrete products (but not concrete manufacturing), commercial packing for fruits and vegetables, trailer storage or freight facility, sale or rental of machinery and heavy equipment.
4. Exemptions
 - a. Heavy industrial or noxious uses such as concrete manufacturing.
5. Use Standards.
 - a. Storage shall be in an enclosed building or an outdoor storage area which is screened/fenced. A minimum six (6) feet opaque screen or fence is required around the outdoor storage area.

F. Industrial – Heavy

1. Characteristics. Any business or establishment that involves dangerous, noxious, offensive uses. Uses may involve smoke, odor, noise, vibration, or threats to safety and general wellbeing of the public.
2. Accessory Uses. Accessory uses may include (but are not limited to) associated showroom, ancillary indoor storage, associated office, cafeteria, parking, on-site repair facility, residential unit for security purposes, outdoor storage associated with principal use.
3. Use Standards.
 - a. All buildings shall be setback a minimum of fifty (50) feet from property line.
 - b. Outdoor storage yards shall not be located closer than twenty-five (25) feet to any public street or property line. Outdoor storage yards shall be completely enclosed by an opaque fence or wall not less than eight (8) feet. Outdoor storage yards are not intended to include junkyards or scrap or salvage operations.

G. Salvage Yard

1. Characteristics. Any use dedicated to the storage and dismantling of vehicles, scrap metal and associated waste.
2. Accessory Uses. Accessory uses may include (but are not limited to) associated office, cafeteria, parking.
3. Examples. Salvage yards, wrecking yard, junkyards, or automobile graveyards.
4. Use Standards.
 - a. All buildings shall be setback a minimum of fifty (50) feet from property line.
 - b. Outdoor storage yards shall not be located closer than twenty-five (25) feet to any public street or property line. Outdoor storage yards shall be completely enclosed by an opaque fence or wall not less than eight (8) feet.
 - c. No material, refuse or items within storage yard shall be visible from a public street.

H. Manufacturing.

1. Characteristics. Manufacturing includes use types involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Products may be finished or semi-finished and are generally made for the wholesale market, made for transfer to other plants, or made to order for firms or consumers.
2. Accessory Uses. May include limited retail sales and wholesale sales, offices, cafeterias/eating establishments, warehouses, storage areas, repair facilities, truck fleets, parking for employees.

I. Outdoor Storage

1. Characteristics. An outdoor area designated for the extended outdoor storage of cars, boats, other vehicles. This use is not to be confused with commercial parking, which excludes outdoor storage. Outdoor storage is for the extended storage of cars, boats, and other vehicles, machinery, and equipment or material.
2. Accessory Uses. Accessory uses may include associated office, parking.
3. Use Standards. See Section 4.7: Outdoor Display and Storage.

J. Wholesale Trade

1. Characteristics. Firms involved in the sale or rent of products to industrial or commercial businesses only. Not intended for private customers. Uses emphasize on-site sales or order taking. Firm may or may not be open to the general public. Sales to private customers and general public are not permitted.
2. Accessory Uses. Accessory uses may include (but are not limited to) accessory medical clinic, ancillary indoor storage, associated office, cafeteria, day care for employee use, parking, repackaging of goods, showroom, warehouse, residential unit for security purposes.

3. Examples. Sale of machinery, janitorial supplies, restaurant equipment supplies.

K. Recycling and Waste Related Services

1. Characteristics. Any facility which deals in the recycling, disposal, or elimination of used materials or waste.
2. Accessory Uses may include (but are not limited to) associated office, outdoor storage associated with principal use, parking.
3. Examples. Landfill, recyclable material storage, recycling facility, solid or liquid waste transfer or composting.
4. Use Standards.
 - a. All buildings shall be setback a minimum of fifty (50) feet from property line.
 - b. Outdoor storage yards shall not be located closer than twenty-five (25) feet to any public street or property line.
 - c. Outdoor storage yards shall comply with the standards of Section 4.7.B.
 - d. Any associated outdoor storage yards are not intended to include junkyards or scrap or salvage operations.

L. Self-Storage

1. Characteristics. A structure or premises where the principal use is the indoor storage of personally owned items and goods, for a fee or charge.
2. Uses Not Included.
 - a. General warehousing or logistics (see Industrial uses).
3. Examples. Includes self-storage facilities.
4. Use Standards.
 - a. Self-storage facilities shall be located on a minimum lot size of one (1) acre.
 - b. Building height shall be limited to one (2) stories; where adjacent to a residential district the district standards will apply.
 - c. Commercial activity which offers the sale of any item, personal property, or service and/or the conducting of any business other than the leasing of storage units is prohibited. The sale of customary equipment for moving and loading/unloading of supplies such as tape, straps, boxes, and similar items may be permitted in the main office only.
 - d. Residential use (i.e. dwelling) within a storage unit is prohibited.
 - e. Outdoor storage is prohibited (other than the storage of recreational vehicles).
 - f. Required parking spaces shall not be utilized for the storage of recreational vehicles.

M. Solar Farms

1. Characteristics. An area of land designated for the purpose of deploying solar power generating panels and devices to create electric energy.

2. Accessory Uses. Associated office, parking, outdoor storage of related equipment.
3. Uses Not Included.
 - a. Personal solar energy systems for private residential dwelling unit use. These are permitted as an accessory use for residential dwellings.
4. Use Standards.
 - a. If existing in or abutting any residential district, solar farms shall require a buffer intensity of buffer class 3.
 - b. If existing in or abutting any residential district, an additional 100-foot conservation buffer shall be provided and maintained by the operating entity along all boundaries.
 - c. Any portion of the solar farm or array shall not exceed 20 feet in height.

N. Warehouse/Distribution

1. Characteristics. A facility primarily engaged in the storage and distribution of manufactured product, supplies, and equipment with little to no sales on site. May also include truck terminals or similar where semi-trucks, trailers and or high-cube/box trucks may be utilized for the transportation of goods; may also include areas for truck, trailer, etc., parking and storage.
2. Accessory Uses. Accessory uses may include (but are not limited to) associated showroom, ancillary indoor storage, associated office, cafeteria, parking, on-site repair facility, residential unit for security purposes, outdoor storage associated with principal use.
3. Examples. Warehousing, distribution centers, truck terminals, fulfillment centers for online retailers, fulfillment centers are intended to provide deliveries to homes.
4. Use Standards. Warehouse/Distribution are subject to the following use standards:
 - a. The parking and storage of commercial class trucks and loading docks must be located to the rear or side of the facility;
 - b. Buffers must be of buffer class 4.
 - c. Facilities must have direct access to an arterial or collector roadway. Access for commercial class trucks via local roads is prohibited.

4.4 ACCESSORY USE AND STRUCTURE TABLE

		ZONING DISTRICTS																					
KEY: P = Permitted, S = Special Use Permit	4.5. ACCESSORY USES AND STRUCTURES – DEFINITION AND USE STANDARDS		RURAL RESIDENTIAL (RR)	SUBURBAN NEIGHBORHOOD (SN)	TRADITIONAL NEIGHBORHOOD (TN)	MEDIUM DENSITY (MD)	HIGH DENSITY (HD)		OFFICE PROFESSIONAL (OP)	COMMERCIAL GENERAL (CG)	MIXED EMPLOYMENT (ME)	MANUFACTURING AND LOGISTICS (ML)		GREER STATION DOWNTOWN (GS)	NEIGHBORHOO CENTER (NC)	REGIONAL CENTER (RC)	COMMERCIAL CORRIDOR (CC)		PLANNED DEVELOPMENT (PD)	DESIGN REVIEW DISTRICT (DRD)			
		RESIDENTIAL DISTRICTS	P	P	P	X	X	NONRESIDENTIAL DISTRICTS	X	X	X	X	MIXED-USE DISTRICTS	X	X	X	X	SPECIAL DISTRICTS	X	X			
Carports	4.5.B.1		X	X	X	X	X		X	X	P	X		X	X	P	X		X	X	X	X	X
Drive-Through Facilities	4.5.B.2		X	X	X	X	X		X	X	P	X		X	X	P	X		X	X	X	X	X
Outdoor Display	4.5.B.3		X	X	X	X	X		X	X	P	X		X	X	P	P		P	P	P	X	X
Outdoor Seating	4.5.B.4		X	X	X	X	X		X	X	P	P		X	X	P	P		P	P	P	P	X
Outdoor Entertainment	4.5.B.5		X	X	X	X	X		X	X	P	P		X	X	P	P		P	P	P	P	X
Bicycle Parking	4.5.B.6		P	P	P	P	P		P	P	P	P		P	P	P	P		P	P	P	P	P
Mail and Newspaper Boxes	4.5.B.7		X	X	X	P	P		P	P	P	P		P		P	P					P	X
Donation Boxes	4.5.B.8		P	P	P	P	P		P	P	P	P		P	P	P	P		P	P	P	P	X
Electric Vehicle Charging Stations	4.5.B.9		X	X	X	P	P		P	P	P	P		P	P	P	X		X	X	P	P	P
Dumpsters and Other Building Services	4.5.B.10		X	X	X	P	P		P	P	P	P		P	P	P	P		P	P	P	P	P
Dwelling Unit, Accessory	4.5.C		P	P	P	X	X				X	X		X	X		X		X	X	X		S

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4.5. ACCESSORY USES AND STRUCTURES

A. General Standards.

1. Accessory uses shall be consistent with all standards in the district for the principal use.
2. Uses and structures shall:
 - a. Be accessory and clearly incidental and subordinate to permitted uses and structures;
 - b. Be located on the same lot as the permitted uses or structures and structures shall be placed to the rear or side of the principal structure;
 - c. Not involve operations or structures inconsistent with the character of the principal use or principal structure served; and
 - d. Not likely to attract visitors in larger numbers than would normally be expected.
3. No accessory building or structure shall be erected in any required setback area or easement.
4. An accessory use or structure shall only be allowed when a principal use exists.
5. Accessory structures shall comply with maximum building coverage requirements.
6. Accessory structures shall have a similar appearance to the principal structure.
7. Accessory structures are limited to a maximum thirty-five (35) feet in height or the height of the principal structure, whichever is lesser.
8. An accessory building sharing one or more common walls with the principal building shall be considered part of the principal building for purposes of this ordinance and must meet all yard requirements applied to the principal building.
9. No detached accessory building shall be located closer than 5 feet to any other building or mobile home.
10. Mailboxes and any structure less than one (1) foot above grade are exempt from accessory use standards.
11. Accessory Uses and Structures including accessory dwelling units within the Rural Residential zoning may vary from the standards set forth in this section relating to height, placement, and size. Any variations may be granted after review from the Director or designee as outlined in Section X. Administration.

B. Specific Standards.

1. **Carports.** Carports for single-family and two-family dwellings shall be attached to the principal structure and architecturally similar.
2. **Garages.** Attached or detached facilities that provide a storage area for motor vehicles.
3. **Outdoor Storage Structures.** Detached facilities that provide a separate storage area for personal property.
4. **Pools.** An above or in ground structure filled with water for the purpose of recreation and swimming.
5. **Gazebos/Pavilions.** A detached wall-less structure intended for outdoor use.
6. **Drive-Through Facilities.**
 - a. Drive-through facilities shall be designed to avoid obstructions to pedestrian circulation along sidewalks or between parking spaces.
 - b. Canopies, awnings, or roofs over drive-through lanes shall be similar in appearance and consist of the same building materials as the principal building.
 - c. Drive-through facilities shall comply with all stacking requirements of Section 5.4: Parking and Loading.
7. **Outdoor Display.** Outdoor display, defined as the outdoor display of products available for sale, including soft drink dispensing machines, propane gas storage racks, outdoor merchandise, and the like, is permitted as an accessory use for commercial uses. Outdoor display shall comply with the standards below:
 - a. Outdoor display shall be removed and placed in a fully enclosed structure at the end of every business day. Due to their commercial and pedestrian oriented nature, propane storage racks, soft drink dispensing machines, and ice storage bins, may remain outside overnight.
 - b. Outdoor display shall only be displayed in front or on the side of the primary façade and may not extend more than five (5) feet from the building. Outdoor display areas shall not be placed in any drive aisles, parking spaces, loading zones, or fire lanes.
 - c. No more than twenty-five (25) percent of the horizontal length or maximum ten (10) feet of the façade, whichever is lesser, shall feature outdoor display items.

- d. Outdoor display areas shall not inhibit pedestrian travel paths (i.e. sidewalks). ADA accessibility shall be maintained.
8. **Outdoor Seating.** Outdoor seating may be permitted as an accessory use for any eating and drinking establishment, subject to the following standards:
- a. Outdoor speakers are not permitted.
 - b. Hours of operation for the outdoor seating area shall be the same as the restaurant.
 - c. Food preparation shall take place within the enclosed building and not in the open air.
 - d. Outdoor seating shall be limited to active use areas designated on a site plan or through a request form as designated by the City.
 - e. No objects may be placed along publicly traversed sidewalks which form a barrier to pedestrian movement.
 - f. The visual design of tables, chairs, umbrellas, canopies, or similar furnishings for outdoor seating areas shall be of high quality design, craftsmanship, be retained in good condition, and shall be compatible with adjacent uses.
9. **Outdoor Entertainment.** Outdoor entertainment may be permitted as an accessory use for restaurants and also establishments where the principal use is the manufacturing of malt liquor or alcoholic liquors intended for sale and consumption on the premises. Outdoor entertainment may also be permitted as an accessory use of outdoor principal uses including Farmers' Markets and Parks. Outdoor entertainment is limited to 10:00 PM. The use of parking areas, driveways, loading/unloading facilities, public sidewalks, or similar shall not be permitted.
10. **Bicycle Parking.** Bicycle parking racks may be located in any district. No advertising signs shall be permitted on such structures. Setback requirements are waived for bicycle racks.
11. **Mail and Newspaper Boxes.** Mail, newspaper delivery boxes, and delivery lockers may be placed in accordance with U.S. Postal Service regulations, and are exempt from district setbacks.
12. **Donation Boxes.** Donation boxes may be located in any district and are limited to one donation box per lot.

13. Electric Vehicle Charging Stations. Automobile charging stations may be located in any district. Each charging station must include signs that indicate the station is intended for electric vehicle charging only. Voltage levels and safety information, including contact information in case of malfunction, shall be included.

14. Dumpsters and Other Building Services. Dumpsters and other building services may be located in Medium Density (MD), High Density (HD), Office Professional (OP), Commercial General (CG), Mixed Employment (ME), Manufacturing and logistics (ML), Greer Station Downtown (GS), Neighborhood Center (NC), Regional Center (RC), and Commercial Corridor (CC) districts. Dumpsters and other building service areas shall be located where they are concealed from view of the public right of way and are not exempt from district setbacks.

C. Dwelling Unit, Accessory.

1. Also known as or may be referenced as Accessory Dwelling Unit, ADU or similar. An ADU is a secondary dwelling unit established in conjunction with and clearly subordinate to a principal dwelling unit, whether part of the same structure as the principal dwelling unit, or as a detached structure on the same lot. An accessory dwelling unit shall comply with the South Carolina Building Code and following standards:
 - a. Districts allowed. Accessory dwelling units shall be allowed as accessory uses to principal residential uses pursuant to Table 4.4, Accessory Use and Structure Table.
 - b. Where permitted on lot. A permitted accessory dwelling unit shall comply with all applicable development standards for principal dwelling units in the zoning district in which the accessory dwelling unit will be located. Mobile homes, recreational vehicles and travel trailers shall not be used as accessory dwelling units.
 - c. The property owner shall occupy either the principal dwelling or the accessory dwelling unit
 - d. Size of accessory unit. No accessory dwelling unit shall 800 square feet.

- e. Limit on number. There shall be no more than one accessory dwelling unit on a lot in addition to the principal single-family detached dwelling.
- f. Off-street parking. At least one off-street parking space shall be provided for an accessory dwelling unit. Tandem parking and shell or grass surfacing are permitted for such parking space; however, the off-street parking space shall meet the setback requirements of the required front yard.
- g. Density. Accessory dwelling units shall not count toward any applicable maximum residential density requirements.
- h. Height and Architectural Style. The accessory dwelling unit shall not exceed 150% of the height of the principal structure. The accessory dwelling unit shall have a similar architectural style, roof style, building materials, to the principal structure. Facades of an accessory dwelling unit visible from the public right of way shall be comprised of a minimum of 80% of the same building material as the principal structure.
- i. Resale. Accessory dwelling units shall not be sold apart from the principal dwelling unit upon the same lot where they are located. No lot shall be split post development approval and occupancy of the accessory dwelling unit.
- j. Home occupations. Home occupations shall be allowed within an accessory dwelling unit.
- k. Other standards.
 - i. Kitchen. The accessory dwelling unit may include a kitchen.
 - ii. Conversion of existing structures. Conversion of existing structures i.e. garage or similar structure, is subject to the provisions of this UDO, as well as applicable building codes. If proposed conversion (structures) do not meet adopted setbacks and/or height, a variance is required.
 - iii. Comply with all other applicable standards of the UDO. An accessory dwelling unit shall comply with all other applicable standards for principal dwelling units in the zoning district in which the accessory dwelling will be located.

- iv. **Case of conflict.** In the case of any conflict between the accessory dwelling unit standards of this section and any other requirement of the UDO, the standards of this section shall control.

4.6. TEMPORARY USES

- A. **Purpose.** This Section allows for the establishment of specific temporary uses of limited duration, provided that such uses do not negatively affect adjacent land, and provided that such temporary uses are discontinued upon the expiration of a set time period. These temporary uses shall not involve the construction of any permanent building or structures. Typical temporary uses may include (but are not limited to) grand opening events, tent sales, outdoor vehicle shows, special events, food trucks, and street vendors.
- B. **Applicability.** The standards in this Section are intended to allow for the short-term placement of uses, many of which would not be allowed on a permanent basis. The activities listed in this section require the issuance of a temporary use permit on a form designated by the City.
- C. **General Standards for Temporary Uses and Structures.** All temporary uses and structures shall comply with the following standards, unless otherwise specified in this UDO.
 - 1. Temporary uses shall be in compliance with all applicable provisions of this UDO.
 - 2. Duration of temporary use shall be less than 30 days unless otherwise specified below, and limited to three (3) occurrences per year
 - 3. A period of at least 30 days shall intervene between the termination of a temporary use permit and the issuance of another temporary use permit for the same location.
 - 4. Temporary uses shall not violate any applicable conditions of approval that apply to a site or use on the site.
 - 5. Temporary uses shall feature hours of operation compatible with adjacent uses, shall not generate noise which may disrupt adjacent land uses, shall remove any litter generated at no expense to the City, and shall have parking accommodations arranged so not to disrupt the normal flow of traffic.
 - 6. All temporary uses shall meet the parking and accessibility standards as provided for in Section 5.4. Parking.

7. Written permission of the property owner shall be required for any temporary use permit.
8. The temporary use shall have all appropriate permits and licenses from the City and other agencies.
9. No temporary use permit shall block fire lanes or pedestrian and vehicular access. Temporary uses may temporarily utilize required parking spaces; however, adequate parking shall be identified via a parking plan to be submitted with any temporary use permit.
10. Temporary uses shall not be located in required landscaping or vegetated areas.
11. Evidence that adequate provisions for trash disposal and sanitary facilities shall be provided.
12. Adequate on-site restrooms facilities shall be provided or made available.
13. All temporary structures shall be cleared from the site within 5 days after the temporary use is terminated.
14. The City may require the applicant post a bond to ensure compliance with the requirements of this Section.
15. If the temporary use permit requires additional services or equipment on behalf of the City, the applicant shall be required to pay the City for the cost of these services or equipment.

D. Standards for Specific Temporary Uses.

1. Produce Stands.

- a. The produce stand operator must obtain a temporary use permit on a form designed by the City.
- b. Any request for a produce stand shall describes the type of sales involved, the location, and the duration of the sales operation.
- c. Produce stands are only permitted in zoning districts as set forth in the Principal Use Table 4.2.
- d. The owner of the property, if not the same as the produce stand operator/owner, shall provide written permission to the operator/owner to be included with any permit.
- e. Produce stands may operate on a site for up to 60 days and require renewal of a temporary use permit.
- f. One (1) sign, maximum 20 square feet, may be displayed.

- g. The use, including all sale items, parking, and maneuvering shall observe a minimum setback of 20 feet from the edge of any right-of-way and shall not be located in the sight distance triangle.
 - h. There shall be only one (1) produce stand at any one (1) time at one (1) location.
 - i. The produce stand operator is responsible for the removal of all trash and spoiled product on a daily basis.
 - j. Sufficient on-site parking shall be provided and evidence of identified on-site parking included with any temporary use permit.
 - k. A sketch plan shall be required of the site showing all structures to be used, access, parking, signage, and setbacks.
 - l. No additional lighting shall be permitted.
 - m. The entire produce stand including display areas shall be 1,000 square feet or less.
2. **Temporary Dwellings and Structures.** A temporary dwelling is permitted on a lot in a residential district through a temporary use permit. A temporary dwelling may either be a dwelling that meets all applicable Building Code requirements or a recreational vehicle, subject to the following standards:
- a. **Temporary Sales Office or Model Home.**
 - i. The use of the office shall be for the initial sale or lease of properties or buildings within the residential development being sold or leased.
 - ii. There shall be no signage for residential development sales office or model home on the premises in a residential zoning district, except for one (1) unlit ground sign not to exceed six (6) square feet in area. The sign shall be located on the sales office or model home lot.
 - iii. For a developing residential subdivision, any phase containing a residential development sales office or model home shall contain a minimum of five (5) acres and be intended for a minimum of ten (10) residential properties.
 - iv. The temporary residential development sales office or model home shall be converted into a dwelling or remove within 30 days after all units are sold or leased.

- v. No sales office or model home shall be used for any other retail purpose.
- b. **Temporary Dwelling.** A residence (which may be a mobile home) that is:
 - i. Located on the same lot as a residence made uninhabitable by fire, flood, or other natural disaster and occupied by the persons displaced by such disaster;
 - ii. Located on the same lot as a residence that is under construction or undergoing substantial repairs or reconstruction and occupied by the persons intended to live in such permanent residence when the work is completed; or
 - iii. Located on a non-residential construction site and occupied by persons having construction or security responsibilities over such construction site.

3. Portable On-Site Storage/Temporary Dumpster on Residential Property.

- a. **Portable On-Site Storage.** A portable on-site storage unit is any container designed for the storage of personal property and for transport by commercial vehicle that is typically rented to owners or occupants of property for their temporary use. A portable on-site storage unit is not a building or structure and shall not use as an accessory structure on a permanent basis in a residential district.
 - i. Associated with a Building Permit. A portable on-site storage unit can be located on a residential property without a temporary use permit while the property is the job address listed on an active building permit issued by the City.
 - ii. No Associated Building Permit. A portable on-site storage unit shall require a temporary use permit if it is located on a residential property for more than 30 days. No more than one portable on-site storage unit shall be located on a single lot or parcel of land. A portable on-site storage unit may be located in a driveway, a designated parking area or behind a dwelling.
- b. **Temporary Dumpster.** A temporary dumpster is for the sole purpose of collecting and removing refuse generated from the same property of the dumpster location.

- i. Associated with a Building Permit. A temporary dumpster can be located anywhere on a residential property without a temporary use permit while the property is the job address listed on an active building permit issued by the City.
- ii. No Building Permit. A temporary dumpster shall require a temporary use permit if it is located on a residential property for more than 30 days. Only one dumpster shall be allowed per residence.

4. Outdoor Sales.

- a. **Seasonal Sales.** Outdoor seasonal sales are permitted within nonresidential zoning districts, subject to the following standards:
 - i. Outdoor seasonal sales shall be limited in duration to a maximum of 60 continuous days from the date the temporary use permit is issued.
 - ii. All products, equipment and related materials shall be removed from the site within five (5) days following the sale.

5. Food Trucks. Food trucks are defined as a licensed, motorized vehicle or mobile food unit licensed by the state, designed, and equipped to serve food and beverages. Food trucks are permitted on lots nonresidential districts subject to the following standards.

- a. To locate on a property the property must have a principal use. An example of a principal use would be a building with an active use or an improved stand-alone parking lot. An unimproved grass or dirt lot is not a principal use.
- b. Must be located on commercial, industrial, or office use private property with written permission from the property owner.
- c. Allowed at permitted special events and on active construction sites.
- d. Not allowed fifty (50) feet from the main entrance of any restaurant or outdoor dining area.
- e. Not allowed less than five (5) feet from driveways, sidewalks, utility boxes, handicap ramps, building entrances or exits, or emergency call boxes.

- f. Not allowed within fifteen (15) feet from any fire hydrant.
 - g. The minimum distance requirements are measured in a straight line from the closest point of the proposed food truck location to the closest point of the buffered object, or in the case of a restaurant, measured from the closest point of the restaurant's main entrance.
 - h. Food truck vendors are responsible for the proper disposal of waste and trash associated with the operation. Vendors shall remove all waste and vehicles/trailers from their location at the end of each day or as needed to maintain the health and safety to the public.
 - i. There shall be no audio amplifiers.
 - j. Advertising consisting of business name, logo, and items available for sale may be displayed onto the food truck. No other form of advertising is permitted.
 - k. Obtain all required and applicable permits.
- E. **Special Events.** A special event includes, but is not limited to arts and craft shows, cultural events, musical events, concerts, and stage shows, celebrations, festivals, fairs, carnivals, farmers' markets, circuses, or outdoor civic, religious, or non-profit events.
- 1. No premise shall be the site of a special event exceeding a collective total of 20 days or, 3 individual weekends, or both, within any one calendar year. In this context, a weekend shall constitute 3 consecutive days.
 - a. A special event sponsored by the City, a county or the state shall be allowed to extend beyond the collective total of 20 days or, 3 individual weekends, or both within one calendar year.
 - 2. A special event not exceeding the collective total of days and weekends shall require a temporary use permit.

4.7. HOME OCCUPATIONS

- A. **Home Occupations.** Home occupations are permitted for all residential uses only as an accessory use to a residential principal use and shall comply with the following regulations:
- 1. No person other than a resident of the dwelling shall be engaged in such occupation.
 - 2. No more than four (4) customers, clients, or patrons shall come to the dwelling at any one (1) time, nor more than ten (10) in any one (1) day

3. No more than one (1) vehicle may be used in the conduct of the home occupation. Any such vehicle shall be parked off the street.
4. No more than twenty-five (25) percent of the total actual floor area of the dwelling or 500 square feet, whichever is less, shall be used in the conduct of the home occupation.
5. No outdoor sales or storage shall be permitted in connection with the home occupation.
6. The exterior appearance and overall use of the dwelling shall not be altered to cause the premises to differ from its residential character.
7. The use may not emit smoke, dust, vibrations, odor, fumes, glare, radiation, electrical interference, interference to radio and television reception or another nuisance.
8. No home occupation shall involve the use of electrical or mechanical equipment that would change the fire rating of the structure in which the home occupation is conducted.
9. There shall be no more than three (3) deliveries per day to the premises of materials to be used in conjunction with the home occupation and these shall take place between the hours of 7:00 AM and 9:00 PM.
10. No customers, clients, patrons, or employees other than the residents of the household may be on the premises in connection with the home occupation before 7:00 AM or after 9:00 PM.
11. Only those uses specifically identified as a home occupation shall be permitted. Permitted home occupations include bakeries, catering services, financial advisory services, tax preparation, and personal/grooming services.

4.8. OUTDOOR DISPLAY AND STORAGE

- A. **Outdoor Display.** Outdoor display is defined as the outdoor display of products available for sale, including soft drink dispensing machines, propane gas storage racks, ice machines, kiosks, outdoor merchandise, and the like. Outdoor display shall comply with the standards below:
1. Outdoor display shall be removed and placed in a fully enclosed structure at the end of every business day. Due to their commercial and pedestrian

oriented nature, propane storage racks, soft drink dispensing machines, ice storage bins, may remain outside overnight.

2. Outdoor display shall not extend more than eight (8) feet. No more than twenty-five (25) percent of the horizontal length of the façade shall have outdoor display items.
3. Outdoor display areas shall not inhibit pedestrian travel paths (i.e. sidewalks) and ADA accessibility shall be maintained.

B. Outdoor Storage. Outdoor storage is categorized as either limited outdoor storage or intense outdoor storage. For the purpose of this subsection, outdoor storage is defined as the outdoor storage of materials, goods, and merchandise.

1. Limited Outdoor Storage. Limited outdoor storage includes outdoor storage of merchandise which cannot easily be taken in and out of an enclosed structure as the end of the day, including items such as garden supplies, plants, sporting goods, overnight outdoor storage of vehicles awaiting repair, and storage of fleet vehicles, such as delivery vehicles. Limited outdoor storage is only permitted in the commercial or industrial districts and shall comply with the following standards:

- a. Limited outdoor storage is limited to eight (8) feet in height and must be fully screened from the view of any public right-of-way, parking areas and adjacent properties. Fences, hedges, and plant material may be used to screen the limited outdoor storage.

2. Intense Outdoor Storage. Intense outdoor storage includes outdoor storage of raw, unfinished goods and materials, often associated with the manufacturing of another good. Common intense outdoor storage items include steel, salvage material, recycle materials, lumber, contractor equipment, and other raw material. Intense outdoor storage is only permitted in industrial districts and shall comply with the following standards:

- a. Intense storage shall be located at least twenty (20) feet from any public right-of-way.
- b. Intense outdoor storage is limited to eight (8) feet in height and must be fully screened from the view of any public right-of-way, parking areas and adjacent properties. An eight (8) foot fence is required around the perimeter of the outdoor storage area.

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