



**ANNEXATION ORDINANCE NUMBER 28-2014**

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY ABNER CREEK MAYFIELD ROAD LLC. LOCATED AT 1951 ABNER CREEK ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-12 (RESIDENTIAL SINGLE FAMILY) FOR SAID PROPERTY**

**WHEREAS**, Abner Creek Mayfield Road, LLC. is the owner of property located at 1951 Abner Creek Road more particularly described on the legal description attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the map attached hereto marked as Spartanburg County Parcel No. 5-35-00-048.00 containing approximately 35.96 +/- acres attached hereto marked as Exhibit C and the National Flood Insurance Program Flood Insurance Rate Map No. 45045C0435E attached hereto marked as Exhibit D; and

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

**WHEREAS**, Abner Creek Mayfield Road, LLC. has petitioned the City of Greer to annex its property by one-hundred percent (100%) petition; 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 R-12 (Residential Single Family); and

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


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

South Carolina, as follows:

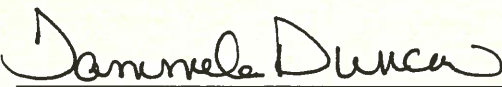
1. ANNEXATION: The following portion of the property owned by Abner Creek Mayfield Road, LLC. located at 1951 Abner Creek Road more particularly described on the attached map as Spartanburg County Parcel No. 5-35-00-048.00 containing approximately 35.96 +/- acres is hereby annexed into the corporate city limits of the City of Greer.
2. ZONING ASSIGNMENT: The above referenced property shall be zoned R-12 (Residential Single Family) pending confirmation or rezoning pursuant to the applicable City of Greer Zoning Ordinance.
3. FUTURE LAND USE MAP: The above reference property shall be designated as Residential Land Use 3 Community & Neighborhood Center on the 2010 Future Land Use Map contained within the 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 45045C0435E.
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:**

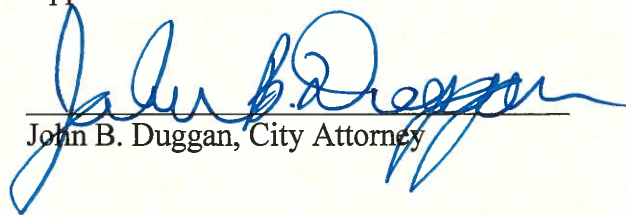
  
Tammela Duncan, Municipal Clerk

Introduced by: Councilman Wayne Griffin

First Reading: October 14, 2014

Second and  
Final Reading: October 28, 2014

Approved as to Form:

  
\_\_\_\_\_  
John B. Duggan, City Attorney

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



STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

**GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that RED OAK FARM LIMITED PARTNERSHIP, a South Carolina limited partnership (hereinafter "Grantor"), in consideration of the sum of Three Hundred Fifty-Six Thousand Nine Hundred and 00/100ths Dollars (\$356,900.00) to it in hand paid by ABNER CREEK/MAYFIELD ROAD, LLC, a South Carolina limited liability company (hereinafter "Grantee"), at or before the sealing of these presents, the receipt whereof being hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto Grantee and its successors and assigns forever all those pieces, parcels or tracts of real property more fully described in Exhibit "A", attached hereto (the "Premises"), together with all and singular rights, privileges, hereditaments, and appurtenances to the said Premises belonging or in any wise incident or appertaining thereto.

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

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

And Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said Premises unto Grantee, its successors and assigns, against Grantor and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness Grantor's hand and seal this 20 day of June, 2003.

Signed, sealed and delivered  
in the presence of:

Red Oak Farm Limited Partnership, a South  
Carolina limited partnership

By: Hendrix Red Oak, LLC, general partner

By: William J. Hendrix  
William J. Hendrix, Manager

Marion M. Hordge  
(Witness for William J. Hendrix)

Jessica M. Mayhem  
(Witness for William J. Hendrix)

Maritta Jenkins  
(Witness for John P. Hendrix, Jr.)

By: John P. Hendrix, Jr.  
John P. Hendrix, Jr., Manager

Heera Weinstein  
(Witness for John P. Hendrix, Jr.)

Marion M. Hordge  
(Witness for Mary H. Greene)

By: Mary H. Greene  
Mary H. Greene, Manager

Jessica M. Mayhem  
(Witness for Mary H. Greene)

DEE-2003-393 19  
Recorded 9 Pages on 6/24/2003 12:07:52 PM  
Recording Fee: \$12.00 Documentary Stamps: \$1,320.90  
Office of Register of Deeds, Spartanburg, S.C.  
Stephen Ford, Register



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF Greenville )

I, Marion M. Goodyear, a notary public for South Carolina, do hereby certify that William J. Hendrix, the Manager of Hendrix Red Oak, LLC, the general partner of Red Oak Farm Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this 20 day of June, 2003.

Marion M. Goodyear [SEAL]

Signature of Notary Public  
My commission expires: 9/14/10

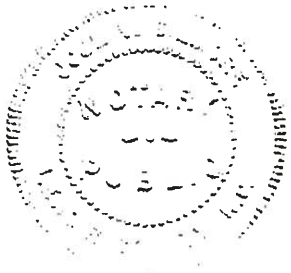


STATE OF NORTH CAROLINA )  
 )  
COUNTY OF Lenoir )

I, Joel V. Gilmore, a notary public for North Carolina, do hereby certify that John P. Hendrix, Jr., the Manager of Hendrix Red Oak, LLC, the general partner of Red Oak Farm Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this 12<sup>th</sup> day of June, 2003.

Joel V. Gilmore [SEAL]  
Signature of Notary Public  
My commission expires: 02/24/2008



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF Greenville )

I, Marion M. Goodgear, a notary public for South Carolina, do hereby certify that Mary H. Greene, the Manager of Hendrix Red Oak, LLC, the general partner of Red Oak Farm Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this 20 day of June, 2003.

Marion M. Goodgear [SEAL]

Signature of Notary Public  
My commission expires: 9.14-10

EXHIBIT "A"  
Legal Description

All that certain piece, parcel or lot of real property and improvements comprised of  $\pm 35.69$  acres located at the intersection of Mayfield Road (Highway No. 542-133) and Abner Creek Road (Highway No. 542-63) and being shown on that certain plat of survey captioned "Survey for Abner Creek/Mayfield Road, LLC" prepared by Mitchell Surveying dated May 16, 2003, said survey being recorded with the Spartanburg County Register of Deeds in Plat Book 154, Page 342. Reference is made to said plat for a metes-and-bounds description of said property.

TMS # 5-35-00-048.00 (part)

Derivation:

1. Deed from the Trustee of the Edna H. Hendrix Revocable Trust to Red Oak Farm Limited Partnership dated November 22, 1998 recorded December 8, 1998 in Book 68-Z, Page 945.
2. Deed from Sarah H. Martin, et al to Red Oak Farm, LLC dated October 5, 2000 recorded October 13, 2000 in Book 72-U, Page 667. This deed contained a scrivener's error in that the name of the Grantee was inadvertently shown as Red Oak Farm, LLC in lieu of Red Oak Farm Limited Partnership. The intent of this deed was to convey title of the property described therein to Red Oak Farm Limited Partnership, and Red Oak Farm Limited Partnership tendered the consideration to the grantor under this deed.



EXHIBIT "B"  
Permitted Exceptions

- a. Taxes and assessments for the year 2003, and subsequent years, which are a lien but are not yet due and payable.
- b. Rollback taxes which may be subsequently assessed.
- c. Easements to Duke Power Company recorded in Book 18-H, Page 216; and Page 26-S, Page 533.
- d. Easement to Laurens Electric Cooperative, Inc. recorded in Book 51-V, Page 788.
- e. Any portion of the premises within the right-of-way of Mayfield Road or Abner Creek Road.
- f. Rights of upper and lower riparian owners in and to the waters of Abner Creek Crossing or adjoining the insured premises and the natural flow thereof, free from diminution or pollution.

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Abner Creek Road/Mayfield Road, bearing Spartanburg County Tax Map Number 5-35-00-048.00 (part), was transferred by Red Oak Farm Limited Partnership to Abner Creek/Mayfield Road, LLC on June 20, 2003.
3. Check one of the following: The deed is
  - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) \_\_\_ exempt from the deed recording fee because (see Information section of Affidavit):  
 \_\_\_\_\_ (If exempt, please skip items 4 - 7 and go to item 8 of this Affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see Information section of this Affidavit):
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$356,900.00.
  - (b) \_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.
5. Check Yes \_\_\_\_\_ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_.
6. The deed recording fee is computed as follows:
 

(a) Place the amount listed in item 4 above here:	\$356,900.00
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here)	-0-
(c) Subtract Line 6(b) from Line 6(a) and place result here:	\$356,900.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$1,320.90.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the

transaction as Attorney for Grantee.

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

Maria M. Louisa  
 Responsible Person Connection with the Transaction

SWORN to before me this 20  
 day of June, 2003.

James M. Chapman  
 Notary Public for South Carolina  
 My Commission Expires: 4/22/06



## INFORMATION

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

### Exempted are deeds:

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

L/T-158 PG 3 of 7

PL 1-2003-0310  
 Replat of 17 Acres and 0.25 Acres of 12 of 27 PM  
 Replat of 17 Acres and 0.25 Acres of 12 of 27 PM  
 Office of Registrar of Deeds, Rock Hill, S.C.  
 Stephen Fink, Registrar

LINE	BEARING	DISTANCE
L1	N 82°40'20" W	80.88
L2	S 75°13'24" W	108.81
L3	S 68°38'20" W	95.52
L4	S 72°25'50" W	119.97
L5	S 81°15'57" W	93.25
L6	S 85°11'31" W	144.89
L7	S 87°24'28" W	84.77
L8	S 87°25'20" W	85.25
L9	N 87°25'20" W	85.25
L10	N 78°25'20" W	89.89
L11	N 71°25'42" W	84.20
L12	N 62°25'11" W	78.20
L13	N 50°15'00" W	79.57
L14	N 52°13'14" W	81.32
L15	N 42°24'41" W	125.99
L16	N 42°23'28" W	84.21
L17	N 42°23'28" W	75.99
L18	N 42°23'28" W	82.20
L19	N 36°42'25" W	85.25
L20	N 36°42'25" W	79.25

By Nelson & Day Chartered. This plat shown is based from the Subdivision recorded against a plat shown not guaranteed by the State Surveyor. The plat shown is based on the plat shown and the plat shown is based on the plat shown and the plat shown is based on the plat shown.

*Erving J. Price*, JUN 23 2003

**EXHIBIT B**



35.69 ACRES

NOTES: THE PROPERTY LINES ALONG ABNER CREEK ROAD AND MAYFIELD ROAD AS SHOWN. THE PROPERTY LINE ALONG ABNER CREEK IS THE CENTER OF SAID CREEK, CORNER BY ABNER CREEK, AND ALONG ROADS ARE POINTS EXCEPT AS SHOWN.  
 I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, THE SURVEY SPECIES HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MEASUREMENT MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND WITH THE PROVISIONS OF THE MEASUREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO USABLE ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN.

DATE: MAY 16, 2003  
 FIELD: [ ]  
 OFFICE: [ ]  
 SCALE: 1 IN. = 100 FT.  
 COUNTY: SPARTANBURG  
 STATE: SOUTH CAROLINA  
 BOOK: 25-00-08310  
 PAGE: 248 TO 250  
 PROFESSIONAL LAND SURVEYORS PHONE (803) 476-6237  
 JOB NO. 000202003

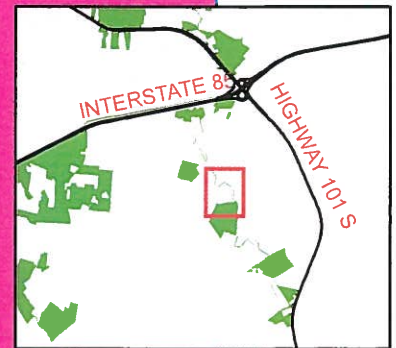
EXHIBIT

C

Subject Property  
5-35-00-048.00  
Acres: 35.96

District

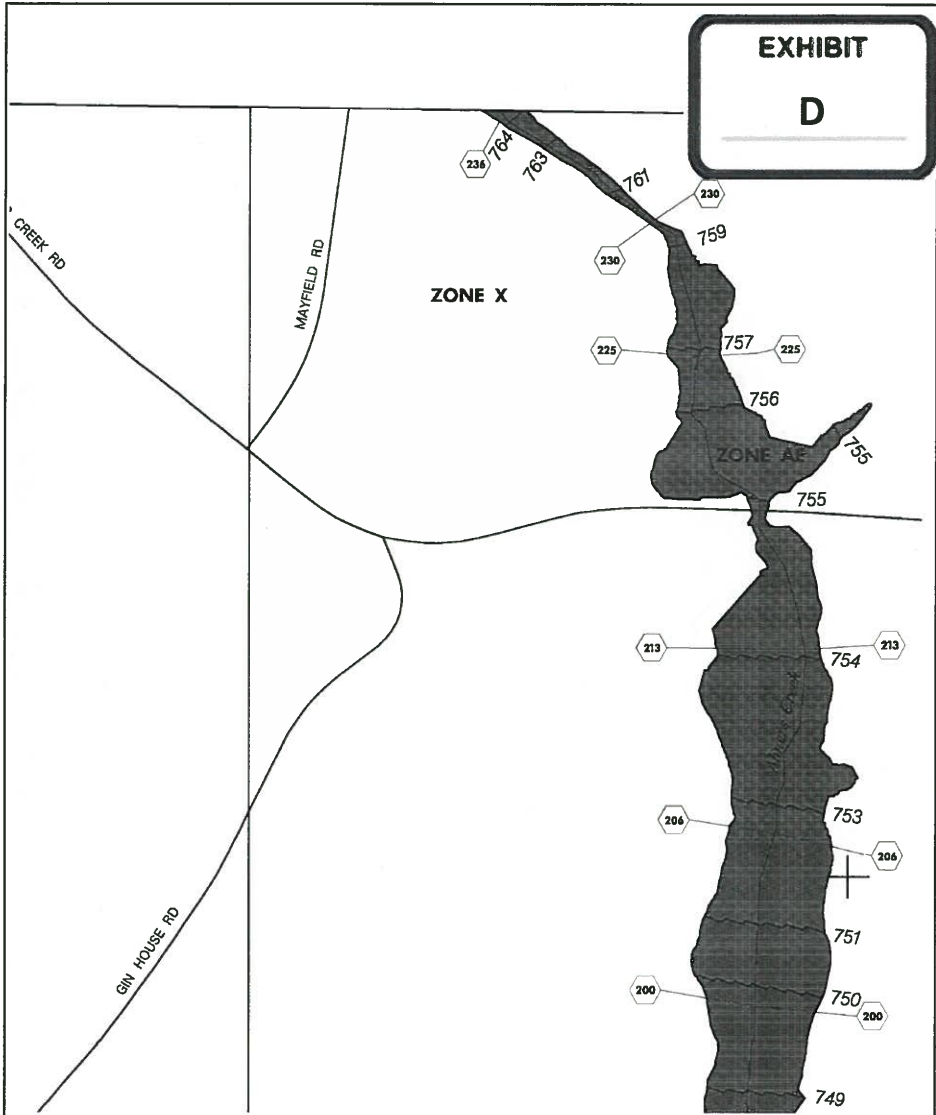
- 1
- 2
- 3
- 4
- 5
- 6
- Parcels



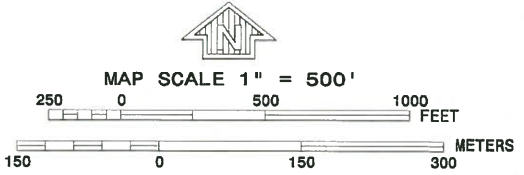
Ordinance Number 28-2014

0 200 400 800 Feet

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



**EXHIBIT**  
**D**



**NFIP**

**PANEL 0331D**

**FIRM**  
**FLOOD INSURANCE RATE MAP**

SPARTANBURG COUNTY,  
SOUTH CAROLINA  
AND INCORPORATED AREAS

**PANEL 331 OF 555**  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

**CONTAINS:**

COMMUNITY	NUMBER	PANEL	SUFFIX
SPARTANBURG COUNTY	45076	0331	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**  
**45083C0331D**

**EFFECTIVE DATE**  
**JANUARY 6, 2011**

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRMette - Desktop version 3.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Further information about National Flood Insurance Program flood hazard maps is available at <http://www.msc.fema.gov/>.