ANNEXATION ORDINANCE NUMBER 4-2013

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY WESTMINISTER PROPERTIES, LLC LOCATED ON JAMES ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-12 (RESIDENTIAL, SINGLE FAMILY) FOR SAID PROPERTY

WHEREAS, Westminster Properties, LLC is the owner of property located on James 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 identified as Greenville County Parcel No. G004000102100 containing approximately 5.8+/- acres marked as Exhibit C and the National Flood Insurance Program Flood Insurance Rate Map No. 45045C361D attached hereto marked as Exhibit D; and

WHEREAS, the property is currently occupied by zero (0) individuals; and

WHEREAS, Westminster Properties, LLC has petitioned the City of Greer to annex their 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 property owned by Westminster Properties, LLC located on
James Road, more particularly described on the attached Map as Greenville County Parcel No. G004000102100 containing approximately 5.8+/- Acres, is hereby annexed into the corporate city limits of the City of Greer. Also, included herein is the adjoining right-of-way of James Road as shown on the attached map of the property to be annexed.

2. **ZONING ASSIGNMENT:** The above referenced properties 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 properties shall be designated as Residential Land Use 2 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 45045C361D.

5. **DISTRICT ASSIGNMENT:** The above referenced properties shall be assigned to City Council District #1.

6. **PRECLEARANCE:** This ordinance shall be subject to pre-clearance approval by the United States Department of Justice in accordance with standard procedures for such approval, and the Municipal Clerk is herewith instructed to submit the ordinance and any necessary documentation for approval.

This ordinance shall be effective upon second reading approval thereof.

**CITY OF GREER, SOUTH CAROLINA**

[Signature]

Richard W. Danner, Mayor
ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilman Jay Arrowood
First Reading: February 12, 2013
Second and Final Reading: February 26, 2013

Approved as to Form:

John B. Duggan, City Attorney
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  

TITLE TO REAL ESTATE 
BY A CORPORATION  

KNOW ALL MEN BY THESE PRESENTS THAT, ASHMORE HOMES, INC., hereinafter referred to as Grantors, for and in consideration of the sum of ONE AND 00/100 ($1.00) Dollars, and no other consideration, to us paid by WESTMINSTER PROPERTIES, LLC, hereinafter referred to as Grantees in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantees, its successors, and assigns forever.

All that certain piece, parcel or lot of land situate, lying and being in Chick Springs Township, State of South Carolina, County of Greenville, near the City of Greer, being shown as a 0.21 acre tract on a plat prepared by Plumbline Surveying, recorded in the Register of Deeds Office for Greenville County, S.C., in Plat Book 41-G at page 92, reference to said plat is hereby made for the metes and bounds thereof.

LESS HOWEVER:
ALL that certain piece, parcel or lot of land situate, lying and being in Chick Springs Township, State of South Carolina, County of Greenville, near the City of Greer, being shown as a tract on plat entitled SURVEY FOR ASHMORE HOMES, INC., dated December 28, 1999 and recorded in Plat Book 41-K at Page 36; and being further shown on a more recent survey entitled SURVEY FOR ASHMORE HOMES, INC., dated January 4, 1999 to be recorded of even date herewith in Plat Book 41-K at Page 64, reference being made hereeto to said plat for the exact metes and bounds thereof.

This being a portion of the same property conveyed unto the Grantor herein by Gwendolyn E. Howard aka Gwendolyn H. Nodine dated December 3, 1999 and recorded December 16, 1999 in the Office of the Register of Deeds for Greenville County in Deed Book 1885 at Page 6.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises.

Grantor Address: 161 DeYoung Road 
Lyman, SC 29365

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs, and assigns forever.

AND THE GRANTOR does hereby bind Grantors, and the Grantor's heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantors and Grantor's heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.
WITNESS our Hand and Seal this 27th day of June, in the year of our Lord 2006
Signed, Sealed and Delivered
in the Presence of:

[Signatures]
Witness

[Signatures]
Witness

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ACKNOWLEDGMENT

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that
the foregoing instrument of writing was this day produced to me in the above State and County by the
Principals and was executed and acknowledged to be the free act and voluntary deed of the Principals.

WITNESS my signature this 27th day of June, 2006.

[Signature]
Notary Public for South Carolina
My Commission expires: 12-13-14

Prepared by R. O'Neill Rabon, Jr., Attorney at Law, 601 E. McBee Avenue, Suite 200, Greenville, SC 29601
STATE OF SOUTH CAROLINA )
COUNTY OF Greenville )

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 known as 621 acres, Greenville in Greenville County, bearing County Tax Map Number G4-1-21 which was transferred by Ashmore Homes, Inc. to Westminster Properties, LLC on 06/21/06

   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 $ 10.00

   (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 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. $10.00

   (b) Place the amount listed in item 5 above here: $_____

   (c) (If no amount is listed, place zero here.)

   (c) Subtract Line 6(b) from Line 6(a) and place result here: $10.00

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

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

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

   Responsible Person Connected with the Transaction

   SWORN to before me this day of July, 2006

   Notary Public for South Carolina
   My Commission Expires: 3-27-10

   R. Neil Rabon, Jr Attorney
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. If the 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 realty, tenement, or estate before the transfer and remaining on the realty, tenement, or estate 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 1011 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, 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, 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. "Family" means the grantor, 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; and;
(12) that constitute a corrective deed or a quiet claim used to confirm title vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quiet claim deed.