ANNEXATION ORDINANCE NUMBER 8-2013

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF
PROPERTY OWNED BY YARBOROUGH INVESTMENTS, LLC
LOCATED AT 105 EAST SHELTER DRIVE BY ONE HUNDRED
PERCENT PETITION; AND TO ESTABLISH A ZONING
CLASSIFICATION OF C-3 (HIGHWAY COMMERCIAL) FOR SAID
PROPERTY

WHEREAS, Yarborough Investments, LLC is the owner of property located at 105 East Shelter Drive 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 Spartanburg County Parcel No. 9-07-00-002.02 containing approximately .55 +/- acres marked as Exhibit C and the National Flood Insurance Program Flood Insurance Rate Map No. 45083C326D attached hereto marked as Exhibit D; and

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

WHEREAS, Yarborough Investments, 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 C-3 (Highway Commercial); 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 Yarborough Investments, LLC located at 105 East Shelter Drive, more particularly described on the attached Map as Spartanburg County Parcel No. 9-07-00-02.02 containing approximately .55 +/- Acres, is hereby annexed into the corporate city limits of the City of Greer. Also, included herein are the adjoining right-of-ways of Shelter Drive and Interstate I-85 as shown on the attached map of the property to be annexed.

2. **ZONING ASSIGNMENT:** The above referenced properties shall be zoned C-3 (Highway Commercial) 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 Super Regional Center & Regional Corridor 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 45083C326D.

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

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.

**CITYOF GREER, SOUTH CAROLINA**

[Signature]

Richard W. Danner, Mayor

**ATTEST:**

Ordinance Number 8-2013
Annexation 105 East Shelter Drive
Page 2 of 3
ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilman Wryley Bettis
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 SPARTANBURG  

WHEREAS, the grantor was a silent partner with Harinder Mohan, Ramesh Trehan and Raj Dhillon but did not appear on the record title, and

WHEREAS, the grantor now desires to remove any possible cloud or claim on the below described property;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Arvind Maheshwari (hereinafter called "Grantor"), for and in consideration of the sum of FIVE AND NO/100 DOLLARS ($5.00) and no other consideration to the Grantor in hand paid at and before the sealing of these presents by Yarborough Investments, LLC, (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said Yarborough Investments, LLC the following described property, to wit:

ALL that certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Spartanburg, being shown and designated as 0.57 acres, more or less, being shown and designated on a survey for Mohan Harinder, et al prepared by Site Design, Inc, Professional Land Surveying, dated February 02, 2005 and recorded in the Register of Deeds Office for Spartanburg County in Plat Book 160 at Page 982. For a more complete and accurate description refer to the above referenced plat.

All my right, title and interest to a 20 foot easement for ingress, egress and regress across and for access to the View Easement as shown on survey recorded in Plat Book 157 at Page 99 and Deed Book 83-B at Page 49, in the Official Records for Spartanburg County.


Tax Map #: p/o 9 07-00 002.02
Property Address: 0.57 E Shelter Drive, Greer, SC
Grantee(s) Address: 2444 THOMASHIRE CT, CHARLOTTE, NC 28262

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the 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 Yarborough Investments, LLC, its successors and assigns, forever — so that neither he, the said Arvinb Maheshwari nor his heirs and assigns, nor any other person or persons, claiming under them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.
WITNESS their hands and seals this 3rd day of April, 2007.

Signed, Sealed and Delivered in the Presence of

1st Witness

2nd Witness

STATE OF North Carolina

COUNTY OF Cabarrus

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Grantor sign, seal, and act and deed, deliver the within Warranty Deed; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

SWORN to before me this 3rd day of April, 2007.

Notary Public for Cabarrus County
My Commission Expires: 10-7-2011

(SEAL)

File # A3204SH
STATE OF SOUTH CAROLINA )
COUNTY OF ________ )

AFFIDAVIT FOR EXEMPT TRANSFERS

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

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

2. The property being transferred is located at 0.57 Ac. Shelter Drive, County Tax Map Number: 40907-00007-0, was transferred by Anu A. Maheshwari to Yashborough Inn, LLC, on 3rd April 2007.

3. The deed is exempt from the deed recording fee because (See Information section of affidavit):

   Guit - Clair

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

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

   Attorney

5. 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.

   [Signature]
   Responsible Person Connected with the Transaction

   [Signature]
   Print or Type Name Here

SWORN to before me this 12th day of April 2007

   [Signature]
   Notary Public for South Carolina

My Commission Expires: 02-24-08
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, tenant, or realty before the transfer and remaining on the land, tenant, 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 fees 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 grantor's interest in the partnership or trust. A "family partnership" is a partnership whose partners are 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, siblings, brothers, children, stepchildren, grandchildren, and the spouses 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) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;

(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.