ANNEXATION ORDINANCE NUMBER 9-2013

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY MCC OUTDOOR LOCATED ON EAST SHELTER DRIVE BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF C-3 (HIGHWAY COMMERCIAL) FOR SAID PROPERTY

WHEREAS, MCC Outdoor is the owner of property located on 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-C02.04 containing approximately .11+/- 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, MCC Outdoor 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 MCC Outdoor located on East Shelter
Drive, more particularly described on the attached Map as Spartanburg County Parcel No. 9-07-00-002.04 containing approximately .11+/- 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.

CITY OF GREER, SOUTH CAROLINA

[Signature]
Richard W. Danner, Mayor

ATTEST:
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

KNOW ALL MEN BY THESE PRESENTS, That Harinder Mohan, Ramesh Trehan, and Raj Dhillon, in consideration of Forty-Five Thousand and No/100 ($45,000.00) 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 MCC Outdoor, LLC, its successors and assigns:

All that certain piece, parcel, or lot of land, in Spartanburg County, State of South Carolina, located on the north side of East Shelter Drive and bordering the southern right-of-way for U.S. Interstate 85 and being shown and designated as 0.11 acre upon a plat prepared for MCC Outdoor, LLC, dated February 2, 2005, last revised May 13, 2005, by Site Design, Inc., Civil Engineers and Surveyors, to be recorded in the ROD Office of Spartanburg County.

TOGETHER WITH a perpetual View Easement upon the Grantors’ adjoining property as shown on the aforesaid plat for the benefit of the Grantee, its successors and assigns, according to the following terms:

1. Said Easement shall exist in perpetuity for the benefit of the Grantee, its successors and/or assigns (“Grantee”)

2. Grantee shall have the right to clear, cut, trim and remove any and all vegetation, trees, underbrush or other obstruction which would interfere with the view of the outdoor advertising sign face(s) from the traveling public on U.S. Interstate 85, said sign being located or to be located on the above described property.

3. The term “outdoor advertising sign” as used herein shall include any sign currently built or to be built and any reconstruction, repaired or replacement outdoor advertising sign located within the above described property.

4. The View Easement area is that certain area cross-hatched and/or shaded upon the plat above referred to.

5. As part of the intent and purpose of the aforesaid View Easement, Grantors, their heirs and assigns, agree in perpetuity not to plant, build or construct anything within the View Easement area which would then or potentially in the future obstruct the view of the outdoor advertising sign face or faces from the traveling public along U.S. Interstate 85.

A metes and bounds description of the aforesaid 0.11 acre and the View Easement above referred to are contained within Exhibit “A” attached hereto and incorporated herein by reference.
SUBJECT TO, however, the retention by the Grantors, their respective heirs and assigns, of a non-exclusive pedestrian and vehicular easement over and across a portion of the above described property according to the following terms:

1. The non-exclusive ingress, egress and regress pedestrian and vehicular easement is located within the area fronting East Shelter Drive for a distance of 20.43 feet and runs back in parallel lines for a distance of 117.11 feet and being designated as the shaded area upon the plat above referred to;

2. This easement is solely for the benefit of the Grantors' retained tract lying to the east of the property conveyed herein, such retained parcel being approximately 0.57 acre tract fronting the northern right-of-way for East Shelter Drive, and not for the benefit of any other property (other than a grantee's property);

3. This easement shall exist in perpetuity for the benefit of Grantors and future owners of such retained tract; and

4. Neither the Grantors nor Grantee, their respective heirs, successors and/or assigns, shall block, impede or diminish in any way the full and open access over and across such ingress and egress easement area.

Grantors herein agree, and by the acceptance of the within deed Grantee agrees, that in the event any violation, breach or default under the above easement terms is not cured within fifteen (15) days' written notice, the aggrieved party shall be entitled to seek legal recourse by any remedy available, legal or equitable, and also entitled to recover reasonable attorney's fees from the defaulting party, and the parties specifically agree and stipulate that the enforcement hereof by specific performance shall be an appropriate, although not exclusive, remedy for the enforcement of the above terms. The covenants and agreements made in this paragraph shall also exist in perpetuity for the benefit of the within parties and their respective heirs, successors and assigns.

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 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 assigns against the grantor(s) and the grantor(s)'heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to conditions, reservations, restrictions and easements of record, if any.
WITNESS the grantor's(s') hand(s) and seal(s) this 18th day of May, 2005.

SIGNED, sealed and delivered in the presence of:

Harinder Mohan by Raj Dhillon POA
(SEAL)

Harinder Mohan, by Raj Dhillon, Attorney In Fact (see Limited Power of Attorney recorded herewith, ROD Office for Spartanburg County.)

Ramesh Trehan by Raj Dhillon POA
(SEAL)

Ramesh Trehan, by Raj Dhillon, Attorney In Fact (see Limited Power of Attorney recorded herewith, ROD Office for Spartanburg County.)

Raj Dhillon

(SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

ACKNOWLEDGMENT

I, Timothy L. Cleveland, a Notary Public of the County and State aforesaid, certify that the within-named Raj Dhillon, personally and as Attorney In Fact for both Harinder Mohan and Ramesh Trehan, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this 18th day of May, 2005.

Notary Public for South Carolina

My Commission Expires: 2-06-12
EXHIBIT "A"

The 0.11-acre tract referred to in the deed to which this Exhibit is attached has the following metes and bounds description:

Beginning at 1/2" rebar on the right-of-way for E. Shelter Drive, such iron pin being the southwesternmost corner of grantors' property on East Shelter Drive right-of-way, thence N. 2° 58' 10" W. 177.91 feet to a concrete right-of-way monument on U.S. Interstate 85; thence N. 64° 45' 41" E. for a distance of 43.22 feet to 5/8" rebar; thence S. 2° 58' 10" E. 64.84 feet to 5/8" rebar; thence S. 64° 45' 41" W. 21.61 feet to 5/8" rebar; thence S. 2° 58' 10" E. 117.11 feet to 5/8" rebar on the right-of-way for E. Shelter Drive; thence S. 75° 17' 20" W. 20.43 feet to the point of beginning.

The View Easement has the following metes and bounds description:

Beginning at 5/8" rebar on the right-of-way for U.S. Interstate 85 (which is the northeastern-most corner of the above-described 0.11-acre tract); thence along the right-of-way for U.S. Interstate Highway 85 N. 64° 45' 41" E. for a distance of 73.73 feet to concrete right-of-way monument on U.S. Interstate 85 right-of-way; thence S. 33° 21' 46" W. 115.17 feet to 5/8" rebar; thence N. 2° 58' 10" W. 64.84 feet to the 5/8" rebar, point of beginning on U.S. Interstate 85 right-of-way.

DERIVATION: This is a portion of the same property conveyed to Harinder Mohan, Ramesh Trehan and Som Dev herein by deed from R. D. Garrett and recorded September 2, 1997, in Deed Book 66-L, page 641, in the ROD Office of Spartanburg County. See also, deed from Som Dev to Raj Dhillon recorded February 18, 1999, in Deed Book 69-K, page 469, said ROD Office.