ANNEXATION ORDINANCE NUMBER 13-2013

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY DILLARD CREEK LLC LOCATED ON WESTMORELAND ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-15 (RESIDENTIAL, SINGLE FAMILY CLUSTER) FOR SAID PROPERTY

WHEREAS, Dillard Creek LLC, is the owner of property located on Westmoreland 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 Spartanburg County Parcel No. 9-08-00-006.00 containing approximately 98.02+/- acres marked as Exhibit C and the National Flood Insurance Program Flood Insurance Rate Map No. 45083C307D attached hereto marked as Exhibit D; and

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

WHEREAS, Dillard Creek 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-15 (Residential, Single Family Cluster); 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 Dillard Creek LLC, located on
Westmoreland Road, more particularly described on the attached Map as Spartanburg County Parcel No. 9-08-00-006.00 containing approximately 98.02±/- Acres, is here by annexed into the corporation city limits of the City of Greer.

2. **ZONING ASSIGNMENT:** The above referenced properties shall be zoned R-15 (Residential, Single Family Cluster) 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 45083C0327D.

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:**

[Signature]
Tammela Duncan, Municipal Clerk

Ordinance Number 13-2013
Annexation Westmoreland Road
Page 2 of 3
Introduced by: Councilwoman Judy Albert

First Reading: April 9, 2013

Second and Final Reading: May 28, 2013

Approved as to Form:

[Signature]

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

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that TREE FARM, INC.,
in consideration of $1.00 & NO/100------($1.00)------AND CORRECTION OF DEED RECORDED------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 DILLARD CREEK, LLC, its successors and assigns forever, the following property:

All that certain piece parcel or tract of land lying and being in the County of Spartanburg, State of South Carolina on Westmoreland Road and being shown and designated as 98.02 acres on a plat entitled BOUNDARY SURVEY FOR DILLARD CREEK, LLC prepared by EAS Professionals, Inc., dated February 8, 2008 and recorded in the ROD Office for Spartanburg County, SC in Plat Book 162 at Page 545. Reference is hereby made to said plat for a more complete metes and bounds description thereof.

Together with the certain easement or right of way for the driveway or road extending from Westmoreland Road to the tract of land herein described, shown on said plat as Mariah Dr as gravel and paved road.

This being the same property conveyed unto the Grantor herein by deed of Thomas F. Gaston, a/k/a Thomas Franklin Gaston and Hermie M. Gaston dated March 29, 1994 and recorded April 1, 1994 in Deed Book 61-E at Page 35 in the ROD Office for Spartanburg County, SC

This conveyance is made subject to all rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

NOTE: THIS CORRECTIVE DEED IS BEING EXECUTED TO SPECIFICALLY ADD AND CONVEY ALL THE GRANTOR’S RIGHT TITLE AND INTEREST IN AND TO THE ABOVE DESCRIBED EASEMENT OR RIGHT OF WAY WHICH WAS EXCLUDED IN ERROR IN DEED RECORDED IN DEED BOOK 91A AT PAGE 514. SAID EASEMENT OR RIGHT OF WAY WAS CONVEYED IN ALL PRIOR DEEDS AND UPHeld AND CONFIRMED BY DECREE OF THE HONORABLE THOMAS J. DEZERN AND MASTERS REPORT OF THE HONORABLE RALPH W. MITCHELL DATED SEPTEMBER 24, 1976 IN CASE OF OTIS L. MCCARTER AND PEGGY R. MCCARTER, PLAINTIFFS, V. THOMAS FRANKLIN GASTON AND HERMIE M. GASTON, DEFENDANTS.

ADDRESS OF GRANTEE(S): 2131 Woodruff Rd. Ste 2100 Greenville, SC 29607
TAX MAP REFERENCE:  9-08-00-6; 5-4-00-1.01 & 9-08-00-10

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, her heirs and assigns forever in fee simple. And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular, said premises unto the grantee 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 and seal this 10th day of JULY, 2008

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signature]

By:

[Signature]

Its: President

STATE OF SOUTH CAROLINA  )
COUNTY OF GREENVILLE  )

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

[Signature]

SWORN to before me this 10th day of July, 2008.

[Seal]
Notary Public for S.C.
My Commission Expires: 3/24/11
STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG  

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 Westmoreland Road, bearing Spartanburg County Tax Map Number 9-08-00-6; 5-4-00-1.01 and 9-08-00-10 transferred by Tree Farm, Inc., to Dillard Creek, LLC on July 10, 2008.

3. The deed is exempt from the deed recording fee because (see second page for options):
   #12 CORRECTIVE DEED

   If exempt under # 14 as described on the second page, 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 GRANTOR.

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.

   TREE FARM, INC.
   BY: THOMAS SCOTT
   ITS: PRESIDENT

SWORN TO and subscribed before me
this 14th day of July, 2008.

Notary Public for South Carolina
My commission expires:
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, 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 at trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity, provided that 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 of 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, 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 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 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 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 mortgagee or deed pursuant to foreclosure proceedings; and
(14) transferring realty from an agent to the agent's principal in which the realty was purchased with the 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 purpose as well as for the purpose of purchasing the realty.
Subject Property
9-08-00-006.00
Acres: 98.02
Approx. 522.7' of Westmoreland Rd
Right-of-Way will be annexed.