ANNEXATION ORDINANCE NUMBER 16-2013

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY JAMES STEVENS MCAbee, SABRINA ANN MCAbee AND SANDRA HARVEY MCAbee LOCATED ON EAST SUBER ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-12 (CLUSTER, SINGLE FAMILY RESIDENTIAL) FOR SAID PROPERTIES

WHEREAS, James Stevens McAbee, Sabrina Ann McAbee and Sandra Harvey McAbee are the owners of properties located on East Suber Road more particularly described on the legal descriptions attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the Greenville County Tax Map as Parcels Numbered 0535030102300, 0535030102305 and 0535030102306 containing approximately 38.79 acres attached hereto marked as Exhibit C and the National Flood Insurance Program Flood Insurance Rate Map No. 45045C0344D attached hereto marked as Exhibit D; and

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

WHEREAS, James Stevens McAbee, Sabrina Ann McAbee and Sandra Harvey McAbee have petitioned the City of Greer to annex their properties by one-hundred percent (100%) petition; and

WHEREAS, the properties are now outside the city limits of Greer but adjoins the city limits; and

WHEREAS, the property owners have requested that the subject property be zoned R-12 (Cluster, Single Family Residential); 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 properties owned by James Stevens McAbee, Sabrina Arn McAbee and Sandra Harvey McAbee located on East Suber Road, more particularly described on the attached Greenville County Tax Map as Parcels Numbered 0535030102300, 0535030102305 and 0535030102306 containing approximately 38.79 acres, is hereby annexed into the corporate city limits of the City of Greer. Also, included herein is the adjoining right-of-way of East Suber Rd (580’ and 367’) as shown on the attached map marked as Exhibit C.

2. **ZONING ASSIGNMENT:** The above referenced properties shall be zoned R-12 (Cluster, Single Family Residential) 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 3 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 45045C0344D.

5. **DISTRICT ASSIGNMENT:** The above referenced properties shall be assigned to City Council District #6.

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**
ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilman Jay Arrowood
First Reading: May 14, 2013
Second and Final Reading: May 28, 2013

Approved as to Form:

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

KNOW ALL MEN BY THESE PRESENTS,

J. W. HARVEY AND MYRTLE F. HARVEY,

In consideration of Ten Dollars ($10.00) Love and Affection
the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell
and release unto James Steven McAbee, his heirs and assigns forever:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and
being in Chick Springs Township, County and State aforesaid, and containing 0.64 acre,
more or less, as shown on a plat of property for James Steven McAbee by Tri-State
Surveyors, dated April 14, 1994, to be recorded in the R. H. C. Office for Greenville
County, and having the following notes and bounds as shown by said plat, to-wit:

BEGINNING at null set in center of East Suber Road 2,185' feet south of Hammett Bridge
Road and continuing along the center of East Suber Road S. 31°06'11" E. 199.04 feet to null,
then S. 24°01'13" W. 102.36 feet along line of other properties of the Grantees to
iron pin, then continuing along line of other property of the Grantees N. 62°42'18" W.
179.83 feet to iron pin, then continuing along line of other property of the Grantees,
N. 23°57'32" E. 207.77 feet to the point of beginning.

This is a portion of the property conveyed to the Grantees by deed of R. Innis, Master
of Greenville County, by deed dated May 1, 1946, and recorded in Deed Book H-1, page
343 in the R. H. C. Office for Greenville County.

4-22 94 76 3 1629

TAX MAP REFERENCE: 335.3-1-23

FILED FOR RECORD IN GREENVILLE
COUNTY SC RMC OFFICE AT 02:30 PM
04/22/94 RECORD IN DEED
3/21 1569 PAGE 0977
D.J.C. # 91028459

Together with all and singular the rights, members, advancements and appurtenances to said premises belonging or in any wise incident or appurtenant, to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s) heirs of every part and
heirs, assigns, successors, executors and administrators to-wit and forever defend all and singular said premises unto the grantee(s) and the grantee(s) heirs of every part and assigns, executors and administrators to-wit and forever defend all and singular said premises unto the grantee(s) and the grantee(s) heirs of every part and assigns, executors and administrators to-wit and forever defend all and singular said premises unto the grantee(s) and the grantee(s) heirs of every part and assigns, executors and administrators to-wit and forever defend all and singular said premises unto the grantee(s) and the grantee(s) heirs of every part and assigns, executors and administrators to-wit and forever defend all and singular said premises unto the grantee(s) and the grantee(s) heirs of every part and assigns, executors and administrators to-wit and forever defend all and singular said premises unto the grantee(s) and the grantee(s) heirs of every part and assigns, executors and 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STATE OF SOUTH CAROLINA  )
COUNTY OF GREENVILLE  )

I, SABRINA A. McABEE, appoint J. STEVEN McABEE as my Attorney-in-Fact (hereinafter referred to as my "Agent"). If he is unable or unwilling to serve, I appoint SUSAN MATHEWES as substitute or successor Agent.

I hereby revoke any Financial Powers of Attorney previously executed by me.

ARTICLE I
Durability

This power of attorney shall not be affected by physical disability or mental incompetence of the principal that renders the principal incapable of managing principal=s own estate. By this instrument I intend to create a Durable Power of Attorney under the law of the state of South Carolina.

ARTICLE II
Authorities Granted

I authorize my Agent to do the following on my behalf.

A. Financial Accounts. My Agent may maintain any financial accounts, including checking, savings, or credit union accounts presently in my name, establish new financial accounts in my name, and deposit money into, withdraw money from, and draw checks on these accounts.

B. Commercial Paper. My Agent may receive, endorse, and collect any currency or commercial paper including, but not limited to, any checks or drafts payable to me.

C. Investments. My Agent may invest and reinvest my funds in any type of investment, including corporate obligations of every kind, preferred or common stocks, securities of any regulated investment trust, partnership interests, and every other type of investment.

D. Location of Assets. My Agent may move any of my property to any place, whether or not within the United States.

E. Sale of Assets. My Agent may sell or otherwise transfer any of my property, real, personal, or mixed, tangible or intangible, on such terms and conditions as my Agent may deem advisable, and to execute any instruments and give any warranties or indemnifications that my Agent may deem useful in effecting such sale or transfer.
F. **Businesses.** My Agent may participate in the operation of any business or other enterprise, including voting any stock, and may incorporate, dissolve, or otherwise change the form of such business.

G. **Stock.** My Agent may vote in person or by proxy; sell or otherwise dispose of; cause to be registered in the name of a nominee selected by my Agent; transfer, redeem, convert, or exchange; and make, execute, and deliver any endorsement, assignment, certification, or other document in connection with any stock or other security that now belongs to me, or may belong to me in the future or in which I may have an interest.

H. **Loans and Mortgages.** My Agent may use credit cards (including obtaining cash advances) and borrow and lend money on such terms, including, but not limited to, interest rates, security, and loan duration, and may mortgage and encumber any of my property, real, personal or mixed, tangible or intangible, as my Agent may deem advisable. Such powers shall include the power to modify, extend and renew loans, and to sign any and all loan documents necessary for the closing of such mortgaging and encumbering of any of my property or the purchase of real estate.

I. **Insurance Policies and Annuities.** My Agent may apply for and own any policies of insurance on my life, on any of my property, and against any liabilities or damages my Agent may deem advisable, and my Agent may own any annuities on my life. My Agent may also pay any premiums or other charges required to maintain such policies and annuities and exercise any incident of ownership over such policies and annuities, excluding, however, the right to change the beneficiary, the right to change the method of payment of the insurance proceeds, and the right to make a cash surrender of the policy as distinguished from a surrender of the policy for loan, conversion, or other purposes as provided therein.

J. **Property Management.** My Agent may improve, develop, manage, lease, or abandon any of my property, real, personal or mixed.

K. **Nominees.** My Agent may hold any of my property in the name of any trustee, custodian, or nominee, without disclosing this relationship.

L. **Motor Vehicles.** My Agent may lease or terminate an existing lease of any motor vehicle, may apply for or transfer any certificate of title on any motor vehicle and may represent that such vehicle is free and clear of all liens and encumbrances not otherwise noted in the transfer documents.

M. **Legal Actions.** My Agent may prosecute or defend any action to protect me or my property, or to protect my Agent in the performance of the duties under this instrument, and may pay, contest, or settle any claim by or against me or my Agent in the performance of the duties under this instrument.
N. **Employees.** My Agent may employ persons, even if they are associated with my Agent, to advise or assist in the performance of the duties under this instrument.

O. **Tax Returns.** My Agent may prepare, sign, and file any returns of tax, refund claims, requests for extension of time to file or pay; petition to any court with respect to any tax, offers, waivers, consents, powers of attorney, and other documents relating to any type of federal, state, local, or foreign tax; and execute any elections I may have under any such tax laws. I waive any privileges I may have against disclosure of any confidential tax information to my Agent.

P. **Revocable Trust.** My Agent may transfer any of my assets to any revocable trust I have created, to be administered under the terms of such trust, and may withdraw assets from any such trust for any proper purpose, even if my Agent is a trustee.

Q. **Disclaimer.** My Agent may disclaim all or part of any transfers to me if my Agent deems it probable that no gift taxes will be imposed on me on account of such disclaimer.

R. **Safe Deposit Boxes.** My Agent may have access to all safe deposit boxes in my name or with respect to which I am a duly appointed deputy or joint lessee. My Agent may add to and remove from the contents of the box, close out the box, and open any new safe deposit boxes in my name. In accordance with Section 34-19-120(A) of the Code of Laws of South Carolina, (1976), as amended, I, the Principal, do hereby authorize and direct my appointee or appointees as my Agent in this durable power of attorney, to have access at any time or times to any safe deposit box rented by me, wherever located, in order to remove any original durable power of attorney; and any institution in which any such safe deposit box may be located is not required to make any inquiry, and shall not incur any liability to me or my estate as a result of permitting my appointee or appointees in this original durable power of attorney to exercise this power. This power is exercisable without: (i) any contact with or notice to me, my spouse, and/or any interested persons to my estate; (ii) any prior court order or authorization; (iii) any knowledge or any prior determination as to my mental or physical capacity or incapacity; (iv) any knowledge as to my whereabouts, regardless of whether my whereabouts are known or unknown; or (v) any inquiry.

S. **IRAs and Other Retirement Plans.** My Agent may deal with all accounts and deposits held as retirement plans (both qualified and nonqualified as defined in The Employee Retirement Income Security Act, the Internal Revenue Code, and other applicable laws), including deferred income arrangements and individual retirement accounts (IRAs), all of which are referred to as retirement accounts; to receive distributions; to make decisions and elections regarding and to change the method or amount of any distribution or series of distributions; amend or terminate any of my individual retirement accounts or other retirement or deferred income arrangements; to make selections of optional benefits offered by my employer and exercise continuation rights as to any benefits; to open a new retirement account on my behalf; to deposit funds into my existing retirement accounts; to change the amount, type or maturity of any investment; to effect a rollover transaction into or out of any of my retirement accounts; to effect a transfer of all or any portion of any of my retirement accounts to a successor trustee or custodian; and to direct any bank, savings and loan
association, credit union, securities broker, mutual fund, insurance company or other account holder
with regard to investment selections and all other matters relating to such retirement plans.

T. Government and Private Benefits. My Agent may represent me before the United
States Social Security and Veteran’s Administrations, any Medicare and Medicaid agency, any other
government agency (both state and federal), and any providers of private benefits such as health
insurance, disability insurance and long-term care insurance; make applications for benefits or
entitlements from any government agency (both state and federal) and providers of private benefits;
sign and submit any forms relating to such government and private benefits; and appeal any denial,
reduction, or discontinuance of government or private benefits or entitlements.

U. Spousal Obligations. My Agent may do all acts necessary to maintain my spouse, if
any, and to fulfill my general obligation to support my spouse in his/her accustomed standard of
living to the extent of my financial ability, even if my spouse is my Agent.

V. Mail. My Agent may receive, accept, open, read, respond to and redirect all mail and
any packages addressed to me and sent through the United States Postal Service, private carriers or
delivery services; may represent me before such agencies and companies; and shall have authority to
open, maintain or close post office boxes in my name at any United States Post Office or private
postal facility.

W. Support of Others. My Agent may support and/or continue to support any person
whom I have undertaken to support or to whom I may owe an obligation of support, in the same
manner and in accordance with the same standard of living as I may have provided in the past,
adjusted if necessary by circumstances and inflation, including but not limited to the payment of real
property taxes, payments on loans secured by my residence, maintenance of my residence, food,
clothing and shelter, health care, dental and psychiatric care, normal vacations and travel expenses
and education, including education at vocational and trade schools, training in music, stage, arts and
sports, special training provided at institutions for the mentally or physically handicapped,
undergraduate and graduate study in any field at public or private universities, colleges or other
institutions of higher learning, and in providing for such education to pay for tuition, books and
incidental charges made by the educational institutions, travel costs to and from such institutions,
room and board, and a reasonable amount of spending money.

X. Other. My Agent may do any other thing that my Agent may deem advisable,
necessary, or desirable for the management of my affairs or for my health, comfort, or welfare,
including, but not limited to, changing my state of domicile.

ARTICLE III
Limited Gift Authority

If my Agent shall determine that I have become physically or mentally incapacitated to the
extent that, due to illness, advanced age, impaired health, mental or physical incapacity, or any other
cause, I am unable to effectively and prudently manage my affairs in my own financial best interest, or if I am declared to be incapacitated by a court of law, my Agent, exercising absolute judgment and without liability, may make such gifts from my assets as are necessary or appropriate in order to assist me in qualifying for any means-tested federal, state or combined federal and state governmental financial program.

All such gifts under this Article may be made outright, in trust, or to any legal guardian or custodian under any applicable Uniform Transfers (or Gifts) to Minors Act, as my Agent may deem appropriate, even if my Agent is the trustee, guardian, or custodian thereof.

With respect to any gift(s) to or in favor of my Agent then serving (or his or her creditors, estate, or creditors of his or her estate), my Agent shall either (1) designate a successor, according to the provisions of paragraph D of Article V of this document, to serve as my Agent for the limited purpose of considering and, in his or her absolute discretion, exercising the powers under this Article to make gift(s) in favor of my Agent then serving, or (2) petition a court of competent jurisdiction for an order authorizing gift(s) to my Agent then serving.

ARTICLE IV
Support and Care Powers

My Agent is authorized in my Agent’s sole and absolute discretion from time to time and at any time, to do the following:

A. Power to Provide for Principal’s Residence, Support and Care. To do all acts necessary for maintaining my customary standard of living, to provide a place of residence by purchase, lease or other arrangement, or by payment of the operating costs of my existing place of residence, including interest, amortization payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and to make all necessary arrangements, contractual or otherwise, for me in my own residence, or at any hospital, treatment facility, hospice, nursing home, convalescent home or similar establishment, and to assure that all of my essential needs are provided for at such a facility or in my own residence, as the case may be. My Agent is authorized to take whatever steps are necessary or advisable to enable me to remain in my personal residence as long as it is reasonable under the circumstances. I realize that my health may deteriorate so that it becomes necessary to have round-the-clock nursing care if I am to remain in my personal residence, and I direct my Agent to obtain such care, including any equipment that might assist in such care, as is reasonable under the circumstances. Specifically, I do not want to be hospitalized or put in a convalescent or similar home as long as it is reasonable to maintain me in my personal residence.

B. Power to Dispose of My Residence and Tangible Personal Property. If in the judgment of my Agent I will never be able to return to my place of residence from a hospital, treatment facility, hospice, nursing home, convalescent home or similar establishment, my Agent is authorized to lease, sublease or assign my interest as lessee in any lease or maintain and protect or
sell or otherwise dispose of my place of residence, investing the proceeds of any such sale as my Agent deems appropriate, for such price and on such terms, conditions and security, if any, as my Agent shall deem appropriate; and to store and safeguard or sell for such price and on such terms, conditions and security, if any, as my Agent shall deem appropriate, or otherwise dispose, of any items of tangible personal property remaining in my place of residence which my Agent believes I will never need again, and pay all costs thereof. As an alternative to such storage and safeguarding, my Agent may transfer custody and possession, but not title, for such storage and safekeeping of any such tangible personal property of mine to the person, if any, named in my will or any trust as the recipient of such property entitled to receive such property on my death.

C. **Power to Provide for Recreation and Travel.** To provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

D. **Power to Provide for Spiritual or Religious Needs.** To provide for the presence and involvement of religious clergy or spiritual leaders in my care, provide them access to me at all times, maintain my memberships in religious or spiritual organizations or arrange for membership in such groups, and enhance my opportunities to derive comfort and spiritual satisfaction from such activities, including religious books, tapes and other materials.

E. **Power to Provide for Companionship.** To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself.

F. **Power to Make Advance Funeral Arrangements.** To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate, if I have not previously done so myself.

G. **Power to Change Domicile.** To establish a new residency or domicile for me, from time to time and at any time, within or without the state, and within or without the United States, for such purposes as my Agent shall deem appropriate, including but not limited to any purpose for which this instrument was created.

H. **Consultation with Other Agents.** In making decisions under this Item and especially paragraph A and paragraph B hereof, my Agent shall consult with any agent I may have named in a separate Health Care Power of Attorney or similar document as to what living arrangements are reasonable under the circumstances.

**ARTICLE V**

**Miscellaneous**

A. **Real Property.** This power of attorney specifically gives my Agent the power to manage, deal with, lease, sell, mortgage and/or encumber any real property owned by me and any
fixtures attached to my real property, and personal property used in connection with my real property, and any policies of casualty insurance on my real property.

B. **Revocation of Power.** I may revoke this power of attorney by a written instrument recorded in the Register of Deeds Office in the county aforesaid. However, all persons, corporations, organizations or entities shall recognize my Agent’s authority to manage my affairs and transact my business under this instrument until receipt of a written notice of revocation or actual knowledge of my death. No one shall be liable to me or my estate for losses resulting from the good faith recognition of the authority of my Agent prior to receipt of a written notice of revocation or actual knowledge of my death.

C. **Agent Voting Rights and Delegation.** If more than one Agent is serving, then the vote of the Agents for any action hereunder must be by majority action of the Agents. The Agents may delegate to any one or more of themselves the power to sign documents and perform ministerial acts.

D. **Alternate Agent.** If neither of the Agents appointed in the first paragraph of this document is able or willing to serve or to continue to serve hereunder, the person or corporation appointed by either of them in writing shall serve as my Agent hereunder. I grant to each substitute or successor serving under this paragraph all of the powers and authority contained in this document.

E. **Ratification.** I hereby ratify and confirm and promise at all times to ratify and confirm all and whatsoever my Agent shall lawfully do or cause to be done in and about the premises by virtue of these presents, including anything which shall be done between the revocation of these presents by my death or in any other manner and notice of such revocation reaching my Agent; and I hereby declare that as against me and all persons claiming under me, everything which my Agent shall do or cause to be done in pursuance hereof after such revocation shall be valid and effectual in favor of any person claiming the benefit thereof who before the doing thereof shall not have had notice of such revocation.

F. **No Inventory or Bond Required.** No Agent hereunder shall be required to prepare or file any inventory of deposits, choses in action or personal property with any court, and no Agent hereunder shall be required to post a surety bond hereunder.

G. **Disclosure.** If my Agent is anyone other than my spouse, my Agent shall allow inspection of all records relating to my property and financial transactions, including those for my trust property, by any of my children, at least quarterly.

H. **Conservator.** If protective proceedings for my person or my estate are hereafter commenced, I hereby nominate my Agent to serve as the conservator of my estate. Nothing in this section shall be construed as a direction that such a petition be filed or such appointment be made, and it is my express wish that such action be taken only when and if absolutely necessary, and I direct that any such action shall not revoke this Power of Attorney.
I. **Counterparts.** Anyone may rely fully, completely, and equally on the following: (1) the original of this power of attorney; (2) a duly executed counterpart; or (3) a copy certified by my Agent to be a true copy of the original power of attorney.

J. **Purchasers.** Anyone who purchases any of my property from my Agent is not obligated to see to the application of the purchase money or other consideration paid for such property.

K. **Governing Law.** This instrument shall be governed by the laws of the State of South Carolina in all respects, including its validity, construction, interpretation and termination. To the extent permitted by law this instrument shall be applicable to all property of mine, real, personal, intangible or mixed, wherever and in whatever state of the United States or foreign country the situs of such property is at any time located, and whether such property is now owned by me or hereafter acquired by me or for me by my Agent.

L. **Number.** Whenever the context of this power of attorney requires, the singular number includes the plural and vice versa.

M. **Fiduciary Powers.** My Agent may exercise any powers and any duties vested in me, whether solely or jointly, with any other or others as executors, administrator, or trustee or in any other fiduciary capacity, so far as such power or duty is capable of being validly delegated.

N. **Compensation and Reimbursement of Agent.** My substitute or successor Agent shall be entitled to reasonable compensation for services rendered hereunder and shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney’s fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument.

O. **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

P. **This Instrument Unaffected By Lapse of Time.** I intend that this power of attorney be legally unaffected by reason of lapse of time or staleness.

Q. **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding upon me, my estate, and my personal representative.

R. **Third Persons Who Honor This Document Are Protected.** As provided by Section 62-5-501 (F) (1) of the Code of Laws of South Carolina (1976), as amended, no person who may act in reliance upon the representations of my Agent for the scope of authority granted to the Agent shall incur any liability as to me or to my estate as a result of permitting the Agent to exercise this authority; nor is any such person who deals with my Agent responsible to determine or ensure the
proper application of funds or property. The above referenced South Carolina law provides that a person in South Carolina who receives or is presented with this power of attorney and has not received actual written notice of its revocation or termination must not refuse to honor this power of attorney. For purposes of such law, “to honor” the power of attorney means to deal with the Agent as if the Agent were the principal, personally present and acting on his/her own behalf within the scope of the powers granted to the Agent.

IT IS MY INTENTION BY THIS INSTRUMENT TO CREATE A DURABLE FINANCIAL POWER OF ATTORNEY. BY SIGNING HERE I INDICATE THAT I UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND THE EFFECT OF THIS GRANT OF POWERS TO MY AGENT.

IN WITNESS WHEREOF, I sign my name to this Durable Financial Power of Attorney on this the _5_ day of September 2009.

\[Signature\]
SABRINA A. McABEE

The foregoing Power of Attorney, consisting of ten (10) typewritten pages, was signed, published and declared by the said Principal and for her Power of Attorney in the presence of us, who have hereunto subscribed our names as witnesses hereto.

\[Signature\]
Witness

\[Signature\]
Witness
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for the State of South Carolina, do hereby certify that SABRINA A. McABEE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this 1st day of September 2009.

[Signature]
Notary Public for South Carolina
Greenville County
My Commission Expires: 03/16/2017

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September 10, 2009  12:34:18

Timothy J. Harper