ANNEXATION ORDINANCE NUMBER 18-2013

AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTIES OWNED BY ROLLING HILLS @ WILLOW CREEK PHASE II, LLC C/O JIMMY COX LOCATED AT 1705 ABNER CREEK ROAD AND 0 ABNER CREEK ROAD BY ONE HUNDRED PERCENT PETITION; AND TO ESTABLISH A ZONING CLASSIFICATION OF R-12 (CLUSTER, SINGLE FAMILY RESIDENTIAL) FOR SAID PROPERTIES

WHEREAS, Rolling Hills @ Willow Creek Phase II, LLC c/o Jimmy Cox are the owners of properties located at 1705 Abner Creek Road and 0 Abner Creek Road more particularly described on the legal descriptions attached hereto marked as Exhibit A, the plat attached hereto marked as Exhibit B, the Spartanburg County Tax Map as Parcels Numbered 5-29-00-090.02 and 5-29-00-060.00 containing approximately 33.7 acres attached hereto marked as Exhibit C and the National Flood Insurance Program Flood Insurance Rate Map No. 45083C0218D attached hereto marked as Exhibit D; and

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

WHEREAS, Rolling Hills @ Willow Creek Phase II, LLC c/o Jimmy Cox 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 Rolling Hills @ Willow Creek Phase II, LLC c/o Jimmy Cox located at 1705 Abner Creek Road and 0 Abner Creek Road, more particularly described on the attached Spartanburg County Tax Map as Parcels Numbered 5-29-00-090.02 and 5-29-00-060.00 containing approximately 33.7 acres, is hereby annexed into the corporate city limits of the City of Greer. Also, included herein is the adjoining right-of-way of Abner Creek Road (1071’) 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 #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**

Ordinance Number 18-2013
Annexation 1705 & 0 Abner Creek Rd
Page 2 of 3
ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilman Wryley Bettis
First Reading: May 14, 2013
Second and Final Reading: May 28, 2013

Approved as to Form:

John B. Duggan, City Attorney
KNOW ALL MEN BY THESE PRESENTS, that United States of America in consideration of the sum of Three Hundred Sixty Five Thousand Five Hundred and 00/100 ($365,500.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents, does hereby grant, bargain, sell and release unto Rolling Hills at Willow Creek Phase II, LLC, its successors and assigns forever:

See Exhibit "A" attached hereto and incorporated herein by reference.

This conveyance is made subject to all restrictions, reservations, set back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, that may appear of record on the recorded plat(s), or on the premises, affecting the above described property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the above described premises belonging and in anywise incident or appertaining.

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

AND THE GRANTORS do hereby bind the Grantors and Grantors' heirs, assigns, successors, executor and/or administrators to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs, successors and assigns, against the Grantors, their heirs and assigns, and against every person whomsoever lawfully claiming or purporting to claim the same or any part thereof.
WITNESS, the Grantors' hands and seals this 8th day of November, 2006.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

United States of America
By: [Seal]
Jerry T. Saad, C.P.A., Receiver

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PERSONALLY APPEARED before me the undersigned witness who, on oath, states that (s)he saw United States of America by Jerry T. Saad, C.P.A., Receiver, sign, seal and as his act and deed deliver the within Title to Real Estate and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN TO before me this 8th day of November, 2006.

Notary Public for South Carolina
My Commission Expires: March 23, 2015
EXHIBIT A

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 14.69 acres, more or less, on Abner Creek Road, Hwy. No.542-63 upon that certain plat entitled "Survey for James Brockman", dated September 13, 2006, prepared by Mitchell Surveying, recorded in the Register of Deeds Office for Spartanburg County, SC in Plat Book 160 at Page 110, reference to which is hereby craved for a more complete and accurate description.

TMS# 5-29-00-060.00

This being the same property as forfeited unto the Grantor herein by Preliminary Order of Forfeiture as to Charles W. Penland, Sr., recorded in the Register of Deeds Office for Spartanburg County, SC on July 7, 2006 in Deed Book 86-D at Page 900. Jerry T. Saad, C.P.A., was appointed as Receiver for the Property as set forth in the Order of Forfeiture and executes and delivers this deed pursuant to such Order.
KNOW ALL MEN BY THESE PRESENTS, that Clisby H. "Cibby" Krell, Jr. and Deborah Anne Krell in consideration of the sum of Eighty Two Thousand Two Hundred Seventy and 00/100 ($82,270.00) Dollars and exchange of like kind valued at Two Hundred Seventy Eight Thousand Nine Hundred Twenty and 00/00 ($278,920.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents, does hereby grant, bargain, sell and release unto Rolling Hills at Willow Creek Phase II, LLC, its successors and assigns forever:

See Exhibit "A" attached hereto and incorporated herein by reference.

This conveyance is made subject to all restrictions, reservations, set back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, that may appear of record on the recorded plat(s), or on the premises, affecting the above described property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the above described premises belonging and in anywise incident or appertaining.

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

AND THE GRANTORS do hereby bind the Grantors and Grantors' heirs, assigns, successors, executors and/or administrators to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs, successors and assigns, against the Grantors, their heirs and assigns, and against every person whomsoever lawfully claiming or purporting to claim the same or any part thereof.
WITNESS, the Grantors' hands and seals this 1st day of October, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signatures]

STATE OF SOUTH CAROLINA )
COUNTY OF SPARTANBURG )

PERSONALLY APPEARED before me the undersigned witness who, on oath, states that (s)he saw Clisby H. "Cibby" Krell, Jr. and Deborah Anne Krell, sign, seal and as their act and deed deliver the within Title to Real Estate and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature]

SWORN TO before me this 1st day of October, 2007.

[Signature]
Notary Public for South Carolina
My Commission Expires: March 23, 2015
EXHIBIT A

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 19.01 acres, more or less, on Abner Creek, Hwy. No. S42-63 upon that certain plat entitled "Survey for James Brockman", dated September 2, 2007, prepared by Mitchell Surveying, recorded in the Register of Deeds Office for Spartanburg County, SC in Plat Book 162 at Page 237 reference to which is hereby craved for a more complete and accurate description.

This being a portion of the same property as conveyed unto Clisby H. “Cibby” Krell, Jr., by deed of Christine Ann Krell dated November 22, 1999 recorded in the Register of Deeds Office for Spartanburg County, SC on December 2, 1999 in Deed Book 71-B at Page 582 and by deed of Clisby H. “Cibby” Krell, Jr., dated May 8, 2007 recorded in the ROD Office for Spartanburg County, SC on May 8, 2007 in Deed Book 88-M at Page 916.

TMS# P/O 5-29-00-090.00
STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

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 bears Spartanburg County Portion of Tax Map #5-29-00-090.00 and was transferred by Cisby H. "Cibby" Krell, Jr. and Deborah Anna Krell to Rolling Hills at Willow Creek Phase II, LLC on October 1, 2007.

3. Check one of the following: The deed is

(a) ____________ 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) ____________ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_________.

(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 existed 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: $361,190.00

(b) Place the amount listed in Item 5 above here: $0

(c) Subtract Line 6(b) from Line 6(a) and place result here: $361,190.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is $1,330.40.

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

[Signature]

[Name]

Print or Type Name Here

SWORN to before me this 1st day of October, 2007

[Signature]

Notary Public for SC

My commission expires: [Date]

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. 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.

Exempts 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 $100.00;
(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 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 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) foreclosure (mortgagor to mortgagee);
(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.