



**ORDINANCE NUMBER 38-2019**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED WITH REGARD TO THE SYCAMORE GREER, LLC DOWNTOWN DEVELOPMENT; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the City Council (the "City Council") for the City of Greer, South Carolina, (the "City") enacted Ordinance 38-2017 and entered into that certain Development Agreement for Sycamore Greer, LLC Downtown Development, dated October 10, 2017 by and between the City and Sycamore Greer, LLC (the "Developer") (the "Development Agreement"); and

**WHEREAS**, under the Development Agreement, Developer is to redevelop various parcels within the area in the City described in the Development Agreement as the "Development" for a privately-owned hotel and privately-owned commercial/retail facilities and the City is to redevelop various parcels within the Development for a publicly-owned parking facility and publicly-owned pedestrian walkways; and

**WHEREAS**, in accordance with the Development Agreement, the City has acquired the parcel of property described in the Development Agreement as the "City Acquisition Property"; and

**WHEREAS**, in order to reconfigure the various parcels in the Development and to structure the ownership of the various parcels as contemplated in the Development Agreement, the City intends to convey the City Acquisition Property to the Developer and the Developer will subsequently (i) reconvey a portion of the City Acquisition Property to the City and (ii) donate additional property to the City for the publicly-owned parking facility, publicly-owned pedestrian walkways, access driveways and additional public spaces.

**NOW, THEREFORE, BE IT ORDAINED**, by the City of Greer, acting by and through its City Council, in meeting duly assembled, as follows:

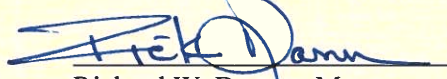
Section 1. The Mayor of the City, for and on behalf of the City, is hereby authorized to execute and deliver the deed of the City Acquisition Property, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the City and as such official shall determine and as are not inconsistent with the matters contained herein, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of the deed now before this meeting.

Section 2. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

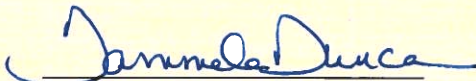
Section 3. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the City Council.

**ENACTED** in meeting duly assembled this 29<sup>th</sup> day of October, 2019.

**CITY OF GREER, SOUTH CAROLINA**

  
Richard W. Danner, Mayor

Attest:

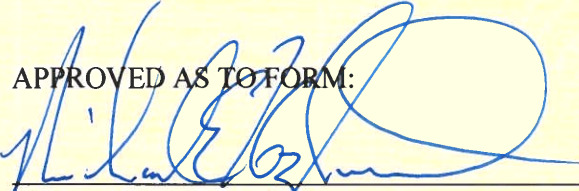
  
Tammela Duncan, Municipal Clerk

Introduced by: Councilmember Wryley Bettis

First Reading: October 8, 2019

Second and  
Final Reading: October 29, 2019

APPROVED AS TO FORM:

  
Michael E. Kozlarek, Esq.  
Kozlarek Law LLC

Grantee's Mailing Address: 407 N. Main Street  
Greenville, SC 29601

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

**LIMITED WARRANTY DEED**

***KNOW ALL MEN BY THESE PRESENTS** that the **City of Greer**, (hereinafter called "Grantor"), in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents grants, bargains, sells, and releases unto **Sycamore Greer, LLC** (hereinafter "Grantee"), its heirs and assigns forever:*

All that certain piece, parcel or lot of land situated on the south side of Jason Street, in the City of Greer, Chick Springs Township, Greenville County, State of South Carolina, and being Lot No. 11 of the Harriette Cannon Property according to a survey and plat by W.A. Christopher, Surveyor, dated December 21, 1973, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the south side of Jason Street, corner of the Verne Smith property and running thence S 36-15 W 230 feet to an iron pin; thence N 57-45 E 50 feet to an iron pin on an alley; thence along said alley N 36-15 E 230 feet to an iron pin on the south side of the street; thence along said street S 57-45 W 50 feet to the BEGINNING corner.

Also included therewith is a small triangular lot lying on the south side of the lot above described and joining the former W.M. Thompson property, and being the same purchased by M.V. Hawkins from Manning Glenn. Reference also being made to the Title to Real Estate from Hattie Cannon Glenn to W.V. Hawkins recorded in Book 304, at Page 56, showing a small triangle lot as being more particularly described as All that place parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, on the southwestern side of Jason Street, in the City of Greer, School District 9-H, and being parts of lots Nos. 12, 13, 14, 15 on plat of the Jason Cannon property, prepared by H.S. Brockman, Surveyor, Feb, 17th 1944, and having the following courses and distances to-wit:

Beginning at the corner of lots 11 and 15 on Jason Street, as shown on said plat, and runs thence as a dividing line between said lots and continuing S. 36.15 W. 230 feet to an iron

pin; thence S. 57.45 E. 15.4 feet along the Thompson line to an iron pin; thence a new line N. 32.24 E. 230 feet to the edge of Jason Street, being the beginning corner, this being a triangle lot of land.

This being the same property conveyed to the City of Greer by special warranty deed of Lauren Kelly and Zana K. Coker fka Zana Kelly Park, dated February 9, 2018 and recorded February 19, 2018 in Deed Book 2532 at Page 325 in the Register of Deeds Office for Greenville County, SC.

This conveyance is made subject to any restrictions, reservations, zoning ordinances, or easements that may appear of record, on the recorded plat(s) or on the premises.

*This conveyance is made together with all and singular, the rights, members, hereditaments, and appurtenances to said premises belonging or in any way incident or appertaining thereto; to have and to hold all and singular the premises abovementioned unto the grantees, and the grantees' heirs or successors and assigns forever. And the Grantor covenants with the Grantee, that the Grantor has done nothing to impair such title as the Grantor received, and the Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through the Grantor.*



STATE OF SOUTH CAROLINA )  
COUNTY OF \_\_\_\_\_ )

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 is located at \_\_\_\_\_  
bearing \_\_\_\_\_ County Tax Map Number \_\_\_\_\_, was transferred  
by \_\_\_\_\_  
to \_\_\_\_\_ on \_\_\_\_\_.
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: \_\_\_\_\_  
(b) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here)  
(c) Subtract line 6(b) from line 6(a) and place result here: \_\_\_\_\_
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is :  
\_\_\_\_\_.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:  
\_\_\_\_\_.
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.

\_\_\_\_\_  
Responsible Person Connected with the Transaction

\_\_\_\_\_  
Print or Type Name Here

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
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, 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, 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 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 grantee'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 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; and
- (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 executed 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.