ORDINANCE 8-2020

AUTHORIZING THE RELOCATION OF CERTAIN ALLEYS AND A QUITCLAIM DEED FOR PORTIONS OF THE SAID ALLEYS; AND OTHER RELATED MATTERS.

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

WHEREAS, according to the Development Agreement, Developer is to redevelop various parcels in 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 in the Development for a publicly-owned parking facility and publicly-owned pedestrian walkways;

WHEREAS, by deed, dated January 5, 1954, and recorded on November 22, 1954, in the Greenville County Register of Deeds Office in Deed Book 512 at Page 497, D. & D. Motors, Incorporated conveyed to the City property for public use as only alleys (collectively, "Alleys");

WHEREAS, the Alleys are located in the Development and shown on the Recombination Survey recorded in Plat Book 1360 at Page 10 ("Recombination Survey") in two places as "15\(^{th}\) ALLEY";

WHEREAS, by various grants, various properties located on East Poinsett Street were granted a private access easement ("Private Access Easement") to connect to the southern terminus of the Alleys to access Jason Street;

WHEREAS, according to the Development Agreement, the City and the Developer have designed the parking facility on Lot 3 of the Recombination Survey and the hotel on Lot 1 of the Recombination Survey and, based on those designs, portions of the Alleys will need to be relocated and other portions of the Alleys will need to be closed;

WHEREAS, the Developer holds title to all of the lots shown on the Recombination Survey, but as part of the Development (and according to the Development Agreement), the Developer will convey Lot 3 to the City for the parking facility, pedestrian walkways, and the relocation of the portions of the Alleys located on Lot 3; and

WHEREAS, City Council has determined that (i) the Development will create capital investment and full-time employment in the City, (ii) the Development will provide public parking for the City’s downtown along with other additional public benefits, and (iii) the relocation and closure of portions of the Alleys are necessary for the Development and the improvement of the City.

NOW, THEREFORE, CITY COUNCIL ORDAINS:

Section 1. The portions of the Alleys located on Lot 3 of the Recombination Survey are relocated to a new access point on Jason Street at the eastern corner of Lot 3 to run along the eastern and southern boundaries of Lot 3 between the referenced boundaries and the eastern and southern portions of the to-be-constructed parking facility, a location which will finally be determined upon completion of the construction of the parking facility and to connect to the Private Access Easement.
Section 2. The portions of the Alleys located on Lot 3 of the Recombination Survey are closed and the City relinquishes any and all rights to those portions of the Alleys to the Developer, the titleholder of the property adjoining those portions of the Alleys, and successor-in-interest to the original grantor of the Alleys.

Section 3. The Mayor and the City Administrator are, each acting alone or in concert, authorized to take whatever actions and execute and deliver whatever documents as either of them deems appropriate to affect this Ordinance’s intent, specifically to relinquish any claim to the portions of the Alleys located on Lot 1 of the Recombination Survey, including the execution and delivery of a quitclaim deed, the substantially final form of which is attached as Exhibit A, with any minor changes as are not materially adverse to the City and as the appropriate City official determines as are not inconsistent with the matters contained in this Ordinance, with that City officials’ executing the quitclaim deed constituting conclusive evidence of the City’s approval of any changes to the quitclaim deed from the form attached as Exhibit A.

Section 4. The City repeals each ordinance, resolution, and any part of the same, in conflict with this Ordinance, but only to the extent of that conflict.

Section 5. This Ordinance is effective after second reading of the City Council.
CITY OF GREER, SOUTH CAROLINA

Richard W. Danner, Mayor

[SEAL]
ATTEST:

Tammela Duncan, Municipal Clerk

Introduced by: Councilmember Wryley Bettis

First Reading: March 10, 2020
Second Reading / Final Approval: March 24, 2020

APPROVED AS TO FORM:

Michael E. Kozlarek, Esq.
Kozlarek Law LLC
EXHIBIT A
SUBSTANTIALLY FINAL FORM OF QUITCLAIM DEED

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

STATE OF SOUTH CAROLINA )
COUNTY OF GREENVILLE )

QUITCLAIM DEED

WHEREAS, by that certain deed, dated January 5, 1954 and recorded on November 22, 1954 in the Greenville County Register of Deeds Office in Deed Book 512 at Page 497, D. & D. Motors, Incorporated conveyed to the City of Greer certain property for public use as alleys only (the “Alleys”); and

WHEREAS, the Alleys are shown on that certain Recombination Survey recorded in Plat Book 1360 at Page 10 (“Recombination Survey”) in two places as “15’ ALLEY”; and

WHEREAS, the City of Greer has determined that the closure of the portions of the Alleys located within Lot I shown on the Recombination Survey are necessary for the improvement of the City of Greer.

KNOW ALL MEN BY THESE PRESENTS, that the City of Greer, in consideration of Ten and No/100ths ($10.00), the receipt of which is hereby acknowledged, has granted, bargained, sold, quitclaimed, and released, and by these presents does grant, bargain, sell, quitclaim and release unto Sycamore Greer, LLC, its successors and assigns forever, (i) any and all interests of the City of Greer in those portions of the Alleys located within Lot I shown on the Recombination Survey and (ii) all that certain piece, parcel or tract of land being described in Exhibit “A” attached hereto and incorporated herein by reference.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any way incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee herein and grantee’s heirs or successors and assigns, forever so that neither the said grantor, nor grantor’s assigns, nor grantor’s successors nor any other person or persons, claiming under grantor or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the premises before mentioned or appurtenances thereto, or any part or parcel thereof, forever.

IN WITNESS WHEREOF the Grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officer, this _____ day of March, 2020.

SIGNED, sealed and delivered
In the presence of:  City of Greer

Witness
Name: __________________________
Title: __________________________

Witness

STATE OF SOUTH CAROLINA )
COUNTY OF GREENVILLE

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of ______________, 2020, by Rick Danner, the Mayor of the City of Greer, a body corporate and politic in the State of South Carolina, on behalf of the City of Greer.

____________________________________
Notary Public for South Carolina
My commission expires: ___________________
EXHIBIT "A"

ALL that certain piece, parcel or tract of land, lying, being and situate in the City of Greer, County of Greenville, State of South Carolina on North Main Street and being shown as Lot 1 (0.71 acres/31.010 square feet) on that certain survey entitled "Recombination Survey for Sycamore Greer, LLC" prepared by W. R. Williams, Jr. Engr./Surveyor, Inc. on November 26, 2019 and recorded in the Register of Deeds Office for Greenville County in Plat Book 1360 at Page 10 and having the following metes and bounds, to wit:

Beginning at a point at the intersection of the eastern right-of-way of SC Hwy #14 (North Main Street) and the southern right-of-way of Jason Street; thence along the southern right-of-way line of Jason Street S 57-15-27 E for 185.56 feet to an iron pin; thence leaving said right-of-way along the following courses and distances: S 32-01-15 W for 63.64 feet to an iron pin; thence N 58-22-41 W for 19.16 feet to an iron pin; thence S 74-07-18 W for 24.91 feet to an iron pin; thence N 57-33-33 W for 15.12 feet to an iron pin; thence S 32-26-27 W for 100.68 feet to an iron pin; thence N 57-33-33 W for 3.16 feet to an iron pin; thence S 31-49-07 W for 12.88 feet to an iron pin; thence N 57-47-33 W for 10.30 feet to an iron pin; thence N 53-06-44 W for 136.80 feet to an iron pin on the eastern right-of-way of SC Hwy #14 (North Main Street); thence along the eastern right-of-way of SC Hwy #14 (North Main Street) the following courses and distances: N 36-58-32 E for 10.40 feet to a point; thence N 36-58-33 E for 25.77 feet to a point; thence N 36-52-34 E for 150.88 feet to a point being the Point of Beginning. Said tract contains 0.71 acres (31,010 sq. ft.), more or less.
Grantee's Mailing Address: 407 N. Main Street
Greenville, SC 29601

STATE OF SOUTH CAROLINA) )
COUNTY OF GREENVILLE) )

QUITCLAIM DEED

WHEREAS, by that certain deed, dated January 5, 1954 and recorded on November 22, 1954 in the Greenville County Register of Deeds Office in Deed Book 512 at Page 497, D. & D. Motors, Incorporated conveyed to the City of Greer certain property for public use as alleys only (the “Alleys”); and

WHEREAS, the Alleys are shown on that certain Recombination Survey recorded in Plat Book 1360 at Page 10 (“Recombination Survey”) in two places as “15’ ALLEY”; and

WHEREAS, the City of Greer has determined that the closure of the portions of the Alleys located within Lot 1 shown on the Recombination Survey are necessary for the improvement of the City of Greer.

KNOW ALL MEN BY THESE PRESENTS, that the City of Greer, in consideration of Ten and No/100ths ($10.00), the receipt of which is hereby acknowledged, has granted, bargained, sold, quitclaimed, and released, and by these presents does grant, bargain, sell, quitclaim and release unto Sycamore Greer, LLC, its successors and assigns forever, (i) any and all interests of the City of Greer in those portions of the Alleys located within Lot 1 shown on the Recombination Survey and (ii) all that certain piece, parcel or tract of land being described in Exhibit “A” attached hereto and incorporated herein by reference.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any way incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee herein and grantee’s heirs or successors and assigns, forever so that neither the said grantor, nor grantor’s assigns, nor grantor’s successors nor any other person or persons, claiming under grantor or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the premises before mentioned or appurtenances thereto, or any part or parcel thereof, forever.

IN WITNESS WHEREOF the Grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officer, this 24 day of March, 2010.

SIGNED, sealed and delivered
In the presence of:

Witness

City of Greer

By: [Signature]
Name: [Name]
Title: [Title]
Witness

STATE OF __South Carolina__ )
COUNTY OF __Greenville__ )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 24th day of March, 2020, by Rick Danner, the Mayor of the City of Greer, a body corporate and politic in the State of South Carolina, on behalf of the City of Greer.

__________________________
Notary Public for __South Carolina__
My commission expires: __12.17.2028__
EXHIBIT “A”

ALL that certain piece, parcel or tract of land, lying, being and situate in the City of Greer, County of Greenville, State of South Carolina on North Main Street and being shown as Lot 1 (0.71 acres/31,010 square feet) on that certain survey entitled “Recombination Survey for Sycamore Greer, LLC” prepared by W. R. Williams, Jr. Engr./Surveyor, Inc. on November 26, 2019 and recorded in the Register of Deeds Office for Greenville County in Plat Book 1360 at Page 10 and having the following metes and bounds, to wit:

Beginning at a point at the intersection of the eastern right-of-way of SC Hwy #14 (North Main Street) and the southern right-of-way of Jason Street; thence along the southern right-of-way line of Jason Street S 57-15-27 E for 185.56 feet to an iron pin; thence leaving said right-of-way along the following courses and distances: S 32-01-15 W for 63.64 feet to an iron pin; thence N 58-22-41 W for 19.16 feet to an iron pin; thence S 74-07-18 W for 24.91 feet to an iron pin; thence N 57-33-33 W for 15.12 feet to an iron pin; thence S 32-26-27 W for 100.68 feet to an iron pin; thence N 57-33-33 W for 3.16 feet to an iron pin; thence S 31-49-07 W for 12.88 feet to an iron pin; thence N 57-47-33 W for 10.30 feet to an iron pin; thence N 53-06-44 W for 136.80 feet to an iron pin on the eastern right-of-way of SC Hwy #14 (North Main Street); thence along the eastern right-of-way of SC Hwy #14 (North Main Street) the following courses and distances: N 36-58-32 E for 10.40 feet to a point; thence N 36-58-33 E for 25.77 feet to a point; thence N 36-52-34 E for 150.88 feet to a point being the Point of Beginning. Said tract contains 0.71 acres (31,010 sq.ft.), more or less.
Grantee's Mailing Address: Greer, SC ________ 

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Sycamore Greer, LLC (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 the City of Greer (hereinafter "Grantee"), its heirs and assigns forever:

All that certain piece, parcel or lot of land situated on the east side of North Main Street and the south side of Jason Street, in the City of Greer, Chick Springs Township, Greenville County, State of South Carolina, and as more particularly shown as Tract No. 3, containing 1.05 acres / 45,855 square feet on the Recombination Survey for Sycamore Greer, LLC prepared by W.R. Williams, Jr., Engr./Surveyor, Inc., dated December November 26, 2019 and recorded in the Register of Deeds Office for Greenville County, SC in Plat Book _____ at Page _____, and having the metes and bounds as shown on said plat.

This being a portion of the same properties conveyed to the Grantor by deed of Greer Real Properties, LLC, dated November 20, 2017 and recorded November 21, 2017 in the Register of Deeds Office for Greenville County, SC in Deed Book 2526 at Page 2296; by deed of JVS Properties, LLC, dated November 20, 2017 and recorded November 21, 2017 in the Register of Deeds Office for Greenville County, SC in Deed Book 2526 at Page 2304; and by James C. Staggs and Shirley Staggs, dated November 21, 2017 and recorded November 21, 2017 in the Register of Deeds Office for Greenville County, SC in Deed Book 2526 at Page 2310; by deed of the City of Greer, dated __________, 2019 and recorded __________, 2019 in the Register of Deeds Office for Greenville County, SC in Deed Book _____ at Page _____.

Part of TMS Nos.: G021000101701, G021000101703, G021000102100, G021000100100, G021000100600 and G021000100800

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.

IN WITNESS WHEREOF the Grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officer, this _____ day of ________________, 20__.

SIGNED, sealed and delivered
In the presence of:

____________________________________
Witness

____________________________________
Witness

BY:

Sycamore Greer, LLC

Name:

Title:

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of ________________, 20____, by the authorized member/manager of Sycamore Greer, LLC, a South Carolina limited liability company, on behalf of the limited liability company.

____________________________________
Notary Public for

My commission expires:

NPGVL1·1811735.1
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FOR AND IN CONSIDERATION of $1.00 and other valid consideration, the receipt and sufficiency of which is hereby acknowledged, Sycamore Greer, LLC (“Grantor”) does hereby grant and convey unto the Greer Commission of Public Works, a body politic under the laws of South Carolina (“Grantee”), its successor, assigns and licensees, the right, privilege and easement to enter and re-enter at any time and to install, dig, build, erect, maintain, repair, rebuild, replace, operate, and patrol one or more water pipelines, sewer pipelines, natural gas pipelines/regulator stations, and/or electric power distribution lines, aboveground or underground, including the right to erect poles and other distribution line structures, wires, cable and any necessary appurtenances for the proper provision of water, sewer, natural gas, or electricity, electronic information, data, and communications; the right to clear the rights-of-way area and keep it clear of brushes, trees, buildings, and fire hazards; and the right to trim and or remove trees, if any, located beyond the limits of the rights-of-way, but which interfere with the rights-of-way; the above described rights being incident to performance by the Grantee as the operator of its public utilities systems, being fifteen (15) feet wide and approximately 499.31 linear feet, more or less, on such route set shown as “15’ UTILITY EASEMENT” on a Recombination Survey for Sycamore Greer, LLC recorded in the Register of Deed’s Office for Greenville County, South Carolina in Plat Book 1360, Page 10, but more particularly described on Exhibit A (the “Easement Area”), on the property owned by Grantor evidenced by deeds recorded in the Register of Deed’s Office for Greenville County, South Carolina in: Deed Book 2526, Page 2310, bearing Tax Map No. G0210000100100; Deed Book 2526, Page 2296, bearing Tax Map No. G021000102100; Deed Book 2526, Page 2304, bearing Tax Map No. G0210000100600; and Deed Book 2588, Page 632, bearing Tax Map No. G021000100800.

In addition to a permanent right-of-way, there is also granted a temporary construction easement for use in installing the utility piping, and/or electric power distribution lines and related appurtenances. The temporary easement shall allow Grantee the right to remove such trees, underbrush, structures and other obstructions, upon said temporary easement during installation of the utility piping and/or electric power distribution lines and related appurtenances. The temporary construction easement shall terminate upon the earlier of completion of the construction work on the property or two (2) years from the date of this Right-of-Way agreement.

To have and to hold the same unto the Grantee, its successors and assigns forever, together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for installation, construction, reconstruction, enlargement and/or maintenance. Insofar as possible, upon completion of these activities, the affected area(s) shall be leveled, graded, reseeded, and restored to substantially the same condition as existed prior to commencement of this work, all at the expense of the Grantee.

And the Grantor(s) hereby represent(s) that said premises are owned by the undersigned in fee and are not subject to any mortgage or lien whatsoever, except as follows: None the holder of such encumbrance(s), by joining in the execution hereof, hereby waive(s) in favor of and subordinates to the rights hereby granted.

Grantor(s) covenants and warrants that he is the sole owner in fee simple absolute of the subject property, subject to any lien(s) set forth above. Further, Grantor(s) covenants and warrants that Grantor(s) will not transfer, alienate, devise, encumber, or otherwise affect title to the subject property above for a period of ten (10) years from the date of this Right-of-Way, which will allow the Grantee time to have this Right-of-Way and plat recorded in the Register of Deeds for Greenville County, South Carolina.

The Grantor(s) shall have the right to use the above-described strip for purposes not inconsistent with Grantee’s full enjoyment of the rights hereby granted, provided that the Grantor(s) shall not erect or construct any building or other structure thereon; maintain or permit any underground or aboveground system of piping, poles or wiring within such strip; make any use of the facilities installed, buried, erected, or constructed thereon; or drill or operate any well or septic system within such strip, without the express written permission of the Grantees. No use shall be made of the said strip of land that would, in the opinion of the Grantee, injure, endanger or render inaccessible the utility piping, and/or electric power distribution lines and related appurtenances.

The Grantor(s) and Grantees, as evidenced by their execution and acceptance hereof, have made the following special agreement in connection herewith: Not Applicable.

All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon the heirs, designees, administrators, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor(s) on this the day of __________, 2020.
SYCAMORE GREER, LLC
Grantor Name

Witness 1

By: __________________________

Date: ________________

Witness 2

For Individuals

STATE OF SOUTH CAROLINA )
COUNTY OF _______________ )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ___ day of _______ 20___ , by __________________________ (name of individual grantor(s)).

Notary Public for ________________________________
My Commission expires __________________________

For Corporations and Partnerships

STATE OF ________________ )
COUNTY OF _______________ )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ___ day of _______ 2020, by __________________________ (name of officer) of Sycamore Greer, LLC (name of entity acknowledging), a South Carolina limited liability company (state of entity and type of entity) on behalf of the limited liability company (type of entity).

Notary Public for ________________________________
My Commission expires __________________________

A political subdivision of the State of South Carolina exempt from recording fees under SC Code Ann. § 12-24-40(2).
EXHIBIT A

(Easement Area)
Legal Description

Commencing at a point at the southern corner of the intersection of North Main Street and Jason Street, thence running along the southern boundary of Jason Street South 57° 15’ 27” East for a distance of 185.56 feet to a point and being known as the Point of Beginning; thence leaving said Point of Beginning and following the next twenty-five (25) courses and distances:

1. South 32°01’15” West for a distance of 63.64 feet to a point
2. North 58°22’41” West for a distance of 19.16 feet to a point
3. South 74°07’18” West for a distance of 24.91 feet to a point
4. North 57°33’33” West for a distance of 15.12 feet to a point
5. South 32°26’27” West for a distance of 100.68 feet to a point
6. North 57°33’33” West for a distance of 3.16 feet to a point
7. South 31°49’07” West for a distance of 12.88 feet to a point
8. South 31°26’48” West for a distance of 4.46 feet to a point
9. South 57°36’44” East for a distance of 3.14 feet to a point
10. South 31°43’41” West for a distance of 4.97 feet to a point
11. South 57°41’12” East for a distance of 215.31 feet to a point
12. South 32°18’48” West for a distance of 20.00 feet to a point
13. North 57°34’42” West for a distance of 64.49 feet to a point
14. North 57°34’42” West for a distance of 55.66 feet to a point
15. North 57°42’57” West for a distance of 109.99 feet to a point
16. North 31°43’32” East for a distance of 19.87 feet to a point
17. North 23°07’59” West for a distance of 3.82 feet to a point
18. North 31°37’31” East for a distance of 28.37 feet to a point
19. North 89°22’07” East for a distance of 3.91 feet to a point
20. North 32°26’27” East for a distance of 105.46 feet to a point
21. South 57°36’44” East for a distance of 23.41 feet to a point
22. North 74°16’52” East for a distance of 24.85 feet to a point
23. South 58°22’41” East for a distance of 10.74 feet to a point
24. North 32°01’15” East for a distance of 48.74 feet to a point
25. South 57°58’45” East for a distance of 15.00 feet to a point and being the Point of Beginning.