



**ORDINANCE NUMBER 4-2018**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE A QUIT CLAIM DEED AND RELEASE OF REVERSIONARY RIGHTS TO CONVEY, WAIVE, AND RELINQUISH ANY RIGHTS AND INTEREST IT MAY HAVE IN CERTAIN REAL PROPERTY LOCATED AT BERKSHIRE PLACE, AND IDENTIFIED AS GREENVILLE COUNTY TAX MAP NO. G002-00-01-016.11**

**WHEREAS**, the City of Greer received a reversionary interest in certain real property by a corrective deed dated April 23, 1999, and recorded November 16, 1999, in Deed Book 1879 at Page 609. Said property is a 4.1 acres tract of land on S. Line Street Extension and identified as Tax Map No. G002000101611 within the city limits of Greer, County of Greenville (hereinafter "Property"); and,

**WHEREAS**, the above-referenced deed states as follows: "Property conveyed herein will revert to the City of Greer at no cost fifty (50) years from the date of this Deed pursuant to Ordinance 45-99;" and,

**WHEREAS**, the property owner, Berkshire Place Apartments, LP, requests for the City to release its reversionary interest in the Property; and,

**WHEREAS**, the City of Greer has determined that it no longer wishes to maintain a reversionary interest in the Property; and,

**WHEREAS**, pursuant to S.C. Code § 5-7-40, a municipality may convey or dispose of property, or any interest it may have in Property, by Ordinance; and,

**WHEREAS**, the Mayor and City Council find that it is in the best interest of the City of Greer to disaffirm, waive, and relinquish any rights it has in the Property by way of a Quit Claim Deed.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Council of the City of Greer, that the Mayor of the City is hereby authorized, empowered, and directed to execute, acknowledge and deliver a quit-claim deed to disaffirm, waive, and relinquish any rights it has in the Property.

This Ordinance shall be effective upon second reading approval thereof and no further authorization is required to execute and deliver all documents related to the conveyance contemplated by this Ordinance.

  
Richard W. Danner, Mayor

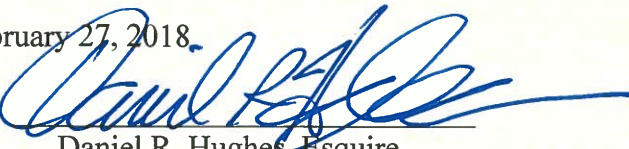
ATTEST:

  
Elizabeth Adams, Executive Administrative Assistant

Introduced by: Councilman Wryley Bettis

First Reading: January 23, 2018

Second Reading: February 27, 2018.

Approved as to form:   
Daniel R. Hughes, Esquire  
City Attorney



GRAYBILL, LANSCHÉ, VINZANI, LLC

REPLY TO:

**William O. Higgins**

E-Mail: [bhiggins@glv.lawfirm.com](mailto:bhiggins@glv.lawfirm.com)  
Writer's Direct Dial: (803) 404-5712  
Direct Fax: (803) 404-5701

January 8, 2018

The Honorable Rick Danner  
Mayor, City of Greer  
301 East Poinsett Street  
Greer, South Carolina 29651

RE: Corrective Deed from City of Greer to Berkshire Place Apartments, LP,  
Recorded in Deed Book 1879 at Page 609, Greenville County ROD Office (the  
"Corrective Deed")

Dear Mr. Danner:

I represent Berkshire Place Apartments, LP ("BPA") in connection with the Corrective Deed referenced above. BPA is the owner of the Berkshire Place Apartments in Greer. By Title to Real Estate dated and recorded April 23, 1999, in Deed Book 1833 at page 514 (the "Original Deed"), the City of Greer conveyed a 5.92-acre tract to BPA for the recited consideration of \$100,000. The Corrective Deed was dated April 23, 1999, but not notarized and recorded until November 16, 1999. It included a revised property description for a 4.19-acre tract and also recited consideration of \$100,000. More significantly, the Corrective Deed included the following additional language that was not included in the Original Deed: "Property conveyed herein will revert to the City of Greer at no cost fifty (50) years from the date of this Deed pursuant to Ordinance 45-99."

BPA is concerned that the quoted language from the Corrective Deed could be interpreted to vest a reversionary interest in the City of Greer in the subject property which would ripen at some point in 2049. Without waiving or prejudicing any of its rights, BPA hereby respectfully requests that the City of Greer take the necessary action to (i) disaffirm, waive, and relinquish any rights it may have in the subject property pursuant to the Corrective Deed, and (ii) file with the Greenville County ROD Office a document evidencing the same.

For your convenience, I have enclosed a copy of the Original Deed and the Corrective Deed, as well as an Explanation and Chronology prepared by BPA.

Please let me know if you have any questions.

With best regards, I am

Very truly yours,

GRAYBILL, LANSCHÉ & VINZANI, LLC

William O. Higgins

WOH:dgn  
Enclosures

100

W

0.1833-202-514 ✓

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

TITLE TO REAL ESTATE FILED  
GREENVILLE, SC

1999 APR 23 A 1:09

KNOW ALL MEN BY THESE PRESENTS, THAT, CITY OF GREER, in the State  
aforesaid, for and in consideration of the sum of One Hundred Thousand and No/10005  
(\$100,000.00) Dollars to it in hand paid at and before the sealing of these presents by  
BERKSHIRE PLACE APARTMENTS, LP in the State aforesaid, the receipt whereof is hereby  
acknowledged, have granted, bargained, sold and released, and by these presents do grant,  
bargain, sell and release unto said

BERKSHIRE PLACE APARTMENTS, LP, its successors and assigns:

SEE ATTACHED EXHIBIT "A"

Address of Grantee: 5530 Bush River Road  
Columbia, SC 29212-3007

This conveyance is made subject to easements and restrictions of record, including  
matters shown on recorded plats.

REC-300

STATE 260.00  
APR 23 1999  
COUNTY 110.00

34885

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said BERKSHIRE PLACE APARTMENTS, LP, its Successors and Assigns forever, and the said CITY OF GREER does hereby bind itself and its Successors, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said BERKSHIRE PLACE APARTMENTS, LP, its Successors and Assigns, against itself and its Successors and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

*mk*  
*KW*  
*11*

WITNESS its hand(s) and seal(s) this 23<sup>rd</sup> day of April, 1999.

Signed, Sealed and Delivered  
in the Presence of

CITY OF GREER

Lucia Polser  
Marye Green

By: Martha C. King  
Its: Mayor Pro-Tem

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ) PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named City of Greer by its authorized officers sign, seal and as its Act and Deed, deliver the within Deed; and that (s)he with the other witness whose name appears above witnessed the execution thereof

Lucia Polson

SWORN TO before me this 23rd  
day of Carole Rowak, 1999.

Carole Rowak  
Notary Public for South Carolina  
My Commission Expires: 8-31-04

BOOK 1833 PAGE 517

## EXHIBIT "A"

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the City of Greer, County of Greenville, State of South Carolina, containing 5.92 Acres and being more particularly shown and delineated on a plat entitled Snow Street Elderly Development and shown thereon as having the following measurements: Beginning at a point on Line Street Extension, approximately 750 feet south of its intersection with Snow Street, thence running along Line Street Extension in a curved line having a chord bearing of S41°30'05"W for a chord distance of 270.26 feet to a point; thence turning and running along a 0.80 acre tract the following courses and distances: N48°29'55"W for a distance of 236.40 feet, thence S41°18'32"W for a distance of 148.80 feet, thence S48°29'55"E for a distance of 235.90 feet; thence turning and continuing along Line Street Extension S41°30'05"W for a distance of 206.40 feet; thence turning and running along property of unknown property owners, the following courses and distances: N63°31'08"W for a distance of 202.49 feet, thence N25°13'06"E for a distance of 22.00 feet, thence N11°20'55"W for a distance 149.60 feet, thence N01°10'09"E for a distance of 286.80 feet, thence N00°15'36"E for a distance of 92.00 feet; thence N04°44'24"W for a distance of 56.00 feet, thence N19°44'24"W for a distance of 76.00 feet, thence N34°44'24"W for a distance of 126.50 feet, thence N22°44'24"W for a distance of 118.50 feet, thence S82°44'24"E for a distance of 460.05 feet, thence S07°15'36"E for a distance of 153.72 feet; thence N82°44'24"W for a distance of 168.70 feet, thence S15°44'24"E for a distance of 267.80 feet, thence S85°44'24"E for a distance of 306.00 feet to the point of beginning.

This being a portion of the property conveyed to The City of Greer by deed of The South Carolina District of the Wesleyan Church dated January 5, 1983 and recorded in the Office of the Register of Deeds for Greenville County in Book V-1180 at Page 290; and Quit Claim Deed dated May 15, 1992 and recorded in said Register's Office in Book 1475 at Page 445.

TMS No.: Portion of G002.00-01-016.00

FILED FOR RECORD IN GREENVILLE  
COUNTY SC R O D OFFICE AT 01:09 PM  
04/23/99 RECORDED IN DEED  
BOOK 1833 PAGE 0514  
DOC # 99034885

Judy A. Hill





TO HAVE AND TO HOLD, all and singular the said Premises before mentioned  
unto the said BERKSHIRE PLACE APARTMENTS, L.P, its Successors and Assigns  
forever, but subject to the reversionary rights of the City of Greer.

WITNESS its hand(s) and seal(s) this 23<sup>rd</sup> day of April, 1999.

Signed, Sealed and Delivered  
in the Presence of

CITY OF GREER

Sheila S. Hopper  
Roxanne Gomez

C. Don Wall

By: C. Don Wall

Its: Mayor

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ) PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named City of Greer by its authorized officers sign, seal and as its Act and Deed, deliver the within Deed; and that (s)he with the other witness whose name appears above witnessed the execution thereof.

Shel S Hepper

SWORN TO before me this 16<sup>th</sup>  
day of November, 1999.

Rhonda Bird  
Notary Public for South Carolina  
My Commission Expires: 2/7/2007

OCTOBER 12, 1999

EXHIBIT A

A DESCRIPTION OF 4.19 ACRES SURVEYED FOR THE CITY OF GREER

ALL THAT PIECE, PARCEL OR LOT OF LAND, LYING AND BEING IN THE CITY OF GREER, GREENVILLE COUNTY, SOUTH CAROLINA, SHOWN AS TRACT "A" ON A PLAT FOR THE CITY OF GREER BY THOMAS M. REYNOLDS, SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NUMBER 16138, DATED OCTOBER 12, 1999, AND HAVING THE FOLLOWING METES AND BOUNDS. TO WIT:

BEGINNING AT AN IPF (IRON PIN FOUND), A 1/2" PIPE ON THE WESTERN SIDE OF LINE STREET EXTENSION AND RUNNING WITH LINE STREET EXTENSION, S 38°51'48" W, FOR 270.21', TO AN IPF, A NO. 4 REBAR ON THE WESTERN SIDE OF LINE STREET EXTENSION; THENCE, N 49°29'32" W, FOR 236.39', TO AN IPF, A NO. 4 REBAR; THENCE, S 38°44'08" W FOR 155.71', TO AN IPF, A NO. 4 REBAR; THENCE, S 58°56'29" W, FOR 88.88' TO AN IPF, A 1.5" PIPE; THENCE, N 13°43'24" E, FOR 161.25', TO AN IPF, A NO. 4 REBAR; THENCE, N 04°38'27" W, FOR 115.39', TO AN IPF, A NO. 5 REBAR; THENCE, N 06°56'35" W, FOR 57.43', TO AN IPF, A 1/2" PINCH TOP; THENCE, N 05°21'41" W FOR 115.16', TO AN IPF, A 1/2" PIPE; THENCE, N 20°32'14" W, FOR 74.73' TO AN IPF, A 1.25" PIPE; THENCE, N 32°34'55" W, FOR 122.67', TO AN IPF (IRON PIN SET), A NO. 4 REBAR; THENCE, N 18°43'48" W, FOR 98.08' TO AN IPF, A NO. 4 REBAR; THENCE, S 81°00'01" E, FOR 451.76', TO AN IPF, A NO. 4 REBAR; THENCE, S 08°00'05" W, FOR 88.49', TO AN IPF, A 1" PIPE; THENCE, S 09°07'40" W, FOR 49.46', TO AN IPF, A NO. 4 REBAR; THENCE, N 82°00'35" W, FOR 168.05', TO AN IPF, A NO. 4 REBAR; THENCE, S 16°07'01" E, FOR 109.69' TO AN IPF, AN AXLE; THENCE, S 15°00'14" E, FOR 159.55', TO AN IPF, A NO. 5 REBAR; THENCE, S 82°07'00" E, FOR 306.93', TO AN IPF, A 1/2" PIPE, THE BEGINNING POINT, AND CONTAINING 4.19 ACRES AS SHOWN ON SAID PLAT.

-285-62-1-16.11

OUT OF 62-1-16

FILED FOR RECORD IN GREENVILLE COUNTY SC F.L.O.D. OFFICE AT 02:00 PM 11 16 99 RECORDED IN DEED BOOK 1879 PAGE 0609 THRU 0612 DOC # 1999097277

Judy A. King

## BERKSHIRE PLACE, LP

In early 1999 Piedmont Community Actions, Inc., a Spartanburg based non-profit entity, and Connelly Development, LLC, a for profit multi-family development company, identified a Site in the Greer market that they felt was suitable for an affordable, elderly development. Connelly's expertise was in developing affordable multi-family properties utilizing the federal Low Income Housing Tax Credit Program (LIHTC) administered by the South Carolina Housing Finance & Development Authority. The City owned the 4.1 acre parcel off S. Line Street and indicated a willingness to assist the Development team in getting this transaction approved. There were numerous conversations about whether the Partnership would Ground Lease or Purchase the Property.

The LIHTC is a very competitive program and many applications are submitted statewide so obviously getting the max points is critical. The Development team and City staff discussed how best to structure the transaction and at that time if the Applicant held Title to the real estate there were extra points. In April 1999 the City transferred Title to the Real Estate to the Partnership to improve their odds of getting funded only to later realize that Council needed to vote on this transaction. At that point the conversation got very confused with Council and staff trying to determine how best to unwind this misstep. Over the next several months and several Council meetings it was agreed that the City did want to continue their support of this opportunity which by that time had been notified that the Application had been approved for funding.

By November 1999 the City had agreed to sell the Property to the Partnership for \$100,000 which was the Fair Market Value of the Property at that time. The Partnership paid the City \$100,000 on November 10, 1999 (Check # 1002). The City then moved forward with filing a Corrective Deed that was intended to Correct the Legal Description of the Property being transferred however there was language included that provided "Property conveyed herein will revert to the City of Greer at no cost fifty (50) years from the Date of this Deed" which should have only been included in the case of a Ground Lease.

The LIHTC Program initial Compliance Period ran for a fifteen (15) year period that was satisfied in 2016 and at that time the Investor Limited Partner requested to exit from the Partnership. In an effort to accommodate that request Connelly has discovered this language in the Corrective Deed which creates a significant obstacle to trying to refinance this transaction. Connelly is concerned that without the ability to refinance and obtain the funds necessary to upgrade the Property it will negatively impact the value and ability to lease the Units. As you can imagine at seventeen (17) years old there are numerous improvements that Connelly would like to make on the Property to improve the Property (Painting, Carpeting, HVAC replacements, etc.) that are impossible without the ability to refinance with additional funds for these improvements.

Connelly believes the "reversion" language in the Corrective Deed was in error and should have only been applicable if the Partnership obtained the Property by way of a Ground Lease. As it stands the Partnership paid the City \$100,000 which in 1999 was the Fair Market Value. One

Councilman even commented on the record that he did not believe the Property was worth \$100,000 and the City should move quickly to sell it to the Partnership. As it currently stands Connelly is concerned with the future viability of the Property unless it can be refinanced and requests that Council move to remove the reversionary language from the Corrective Deed filed in November 1999.



