

STATE OF SOUTH CAROLINA}

ORDINANCE #2023-17

COUNTY OF PICKENS}

CITY OF LIBERTY}

AN ORDINANCE

WHEREAS, the Mayor and Council Being Duly Assembled on this 13th day of November 2023, do hereby create an ordinance to annex the following one (1) real property into the City of Liberty:

WHEREAS; the one (1) real property owner of 100% of the property described herein did file one (1) petition requesting annexation of their one (1) parcels, with the City Administrator to become a part of the City of Liberty and;

WHEREAS; said the petition did contain the signature of the one (1) property owner of the described territory herein, with a map of the said property showing that it is contiguous to the corporate limits of the City of Liberty and;

WHEREAS; the governing body did determine that it is in the public interest that said property be annexed into the City of Liberty and it did further determine that all legal requirements for annexing said real property has been met, pursuant to Section 5-3-150(3), South Carolina Code of Laws, 1976;

WHEREAS; any portions of public rights-of-way abutting the above-described property will also be included in the annexation;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF LIBERTY, SOUTH CAROLINA; being duly assembled, do hereby annex the property as shown on PICKENS COUNTY'S GIS MAP as:

TMS: 4087-06-48-9463

as shown in Exhibit A (attached). Parcels numbers 4087-06-48-9463 Privately owned, and will be zoned 500 Low Density Residential after annexation:

NOW, THEREFORE; the said real property as described above shall become a part of the corporate limits of the City of Liberty, South Carolina upon second reading and final reading of this ordinance;

Adopted this 13th day of November 2023.



Mayor of the City of Liberty

1st Reading 10/9/23

2nd Reading 11/13/23

City Clerk

ATTEST:



Pickens County, SC

Summary

Parcel Number	4087-06-48-9463
Account Number	R0093885
Location Address	
Account Status	A
Account Type	Vacant Land
Property Type	
Subdivision	
LEA Code	0018.5
Zoning	
Tax District	A12-Liberty
Business name	
Local No	
Lot No	
Acres	0.3560
Property Description	N/SIDE HWY 93 LIBERTY PLAT 203/20 PLAT 279/16 PLAT 611/97, PLAT 616/165 LOT D
Extension	

[View Map](#)

[New Search](#)

Owner

[Nicholas James C Sr](#)
102 Green Leaf Ln
Easley, SC 296420000

Legal Residence Form

Mailing Address Change

Valuation by Year

	2023
Market Value	\$17,500
Taxable Value	\$17,500
Assessed Value	\$1,050

Notice of Value

2023 Notice of Value (PDF)

Assessment Appeal Process

Would you like to submit an appeal for the assessment of this property? [Click Here](#) for more information.

Assessment Appeal Form

Documents

Sale Date	Sale Price	Doc Type	Book	Page	Vacant or Improved	Grantor	Grantee
06/07/2001	\$27,000	Deed	616/	165	Vacant	HENDRICKS LORI E HENDRICKS MIKE	EVATT RUSSELL EVATT ANGELA O

Land

Description	Acres
6% Land Vacant	0.356

Agricultural Form

Map

No data available for the following modules: Buildings, Mobile Homes.

Pickens County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)
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Developed by
 **Schneider**
GEOSPATIAL

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

DECLARATION OF ANNEXATION
COVENANT

THIS DECLARATION OF ANNEXATION COVENANT for property with a Pickens County

Parcel Number: 4087-06-48-9463 & Account Number: R0093885 for a

piece of land in Pickens County, made this 5th day of, October, 20 23 between

Owner/s: Nova Homes, LLC

Address: 321 Pewter Circle

Simpsonville, SC 29680

- () A corporation, incorporated under the laws of the State of _____ and organized under the name of _____. The signature below is that of an authorized agent of the corporation with full and complete powers to bind the corporation to this agreement.
- (X) A general or limited partnership, limited liability company or limited liability partnership operating under the name of Nova Homes, LLC. The signature below is that of an authorized agent of the company or partnership with full and complete powers to bind the same to this agreement.
- () Individual(s) having ownership of the property as described above in fee simple, life estate, or in any other designation as set forth in the Code of Laws of the State of South Carolina 1976, as amended and/or as set forth through judicial interpretation in South Carolina property case law.

hereinafter known and referred to as "Owner", and the City of Liberty, South Carolina hereinafter known and referred to as "City".

WITNESSETH:

WHEREAS, the Subject Property, described in the above referenced deed and/or plat, belonging to the undersigned property owner is located outside the City's corporate limits;

WHEREAS, the City is authorized to require annexation as a contractual condition for city services (*Sloan v. City of Conway*, 2001);

WHEREAS, the City has a duty to its citizens to ensure the future well-being of the City and its services (*Childs v. Columbia*, 1911);

WHEREAS, the Subject Property is located in an area in which annexation to the City is or may become appropriate;

WHEREAS, Owner specifically agrees that he will sign any and every annexation petition which relates to the Subject Property when presented with such petition;

WHEREAS, Owner will inform any subsequent owner of the Subject Property that the obligations created hereunder continue and run with the land; and

WHEREAS, Owner hereby expressly imposes a **RESTRICTIVE COVENANT** upon the Subject Property as set forth herein.

City of Liberty Annexation Covenant

NOW THEREFORE, in consideration of the foregoing and the promises, undertakings and mutual agreements contained herein, Owner and the City covenant and agree as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein. These recitals are true and correct and the parties are bound thereby. By signing this Agreement, Owner and City acknowledge reading, understanding and agreeing to all of these recitals.

2. **Covenants by Owner.** Owner makes the following covenants, warranties, agreements and representations, each of which shall be deemed material to this Agreement:

A. Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property ("Annexation Petition") immediately upon presentment of such petition. As used in this Agreement, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the petition includes the Subject Property or any portion thereof. Owner acknowledges that a purpose of this Agreement is to ensure, as a material benefit and consideration to the City, Owner's full and complete cooperation with any effort to annex the Subject Property; and Owner agrees, that upon request by the City, Owner will do, execute, acknowledge and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include, but are not limited to, signing successive Annexation Petitions, in the event prior annexation efforts are unsuccessful. Owner warrants and covenants that Owner has not and will not subdivide or otherwise manipulate the Subject Property, or other property owned or previously owned by Owner, to hinder or impede the City's ability to annex the Subject Property.

B. Owner agrees that the obligations contained in this Agreement shall continue in full force and effect until the Subject Property, in its entirety, has been successfully annexed into and continuously lies within the corporate limits of the City.

C. Owner covenants and warrants that he is the sole owner in fee simple absolute of the Subject Property. Further, Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of ten days from the date of this Agreement, which will allow the City time to have this Agreement and plat recorded in the Office of the Register of Deeds for Pickens County, South Carolina. Owner will inform any subsequent owner of the Subject Property, or any part thereof, that the obligations contained in this Agreement continue and run with the land.

Restrictive Covenant. Owner hereby imposes upon the Subject Property a **RESTRICTIVE COVENANT** requiring that future owners of the Subject Property, or any part thereof, be bound by the same terms, conditions and covenants as are set forth in this Agreement. This Restrictive Covenant shall continue in full force and effect until the Subject Property, in its entirety, has been successfully annexed into and lies continuously within the municipal limits of the City. Any and every future owner of the Subject Property, or any part thereof, is bound by the terms contained in this Agreement by acceptance of a deed to Subject Property or any part thereof.

Recordation of Plat. Owner hereby expressly agrees and directs that this Agreement and any plat referenced herein be recorded in the real estate records in the Office of the Register of Deeds for the County of Pickens, State of South Carolina, so as to give record notice to any future prospective purchaser that this Agreement is an obligation upon the land and runs with the land.

City of Liberty Annexation Covenant

Description of Property. This Agreement and **RESTRICTIVE COVENANT** applies to the property of Owner as is more fully described on the noted deed/s and plat/s.

Grant of Power of Attorney. In the event Owner fails to meet the obligations imposed herein and does not sign any Annexation Petition upon request, Owner hereby irrevocably appoints the City Administrator of the City of Liberty, Attorney in Fact for Owner of Subject Property with full power to sign any Annexation Petition when requested by the City.

Default; Remedies. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City, to bring an action to enforce this Covenant, shall not operate as a waiver of the right to do so for any later subsequent violations or the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and their respective heirs, successors, successors in title and assigns or the City fail to bring an action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.

Remedies Cumulative. Every right and remedy provided in this Agreement is distinct from and cumulative to every other right or remedy under this Agreement or available at law or in equity. The provision of certain rights and remedies in this Agreement does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.

Exhibits Incorporated by Reference. All exhibits referenced in this Agreement are incorporated herein as integral parts of this Agreement and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Agreement.

Copies. A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.

Warranty. Owner warrants that he is the owner of the within Subject Property and has the authority to execute this Covenant.

Entire Agreement. The parties acknowledge that no representations or inducements have been made other than those expressed herein; and that this Agreement supersedes any and all prior memoranda, correspondence, conversations, negotiations and agreements pertaining to the matters herein expressed.

Modification. The terms of this Agreement may be modified in whole or in part only by a written instrument signed by Owner and the City. Any oral agreement to modify this Agreement shall be void and of no force and effect.

Captions. The captions and headings of the Paragraphs of this Agreement are for convenience only and may not be used to interpret or define the provisions of this Agreement.

City of Liberty Annexation Covenant

No Waiver. No waiver of a breach of any of the covenants or promises of this Agreement shall be construed as a waiver of any succeeding breach of the same or other covenant or promise.

Severability. In the event that any provision or clause of this Agreement conflicts with any applicable law, the other provisions of this Agreement shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

References Herein. Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

Attorneys Fees. In the event Owner defaults on any of his obligations hereunder, the City shall be entitled to recover costs and attorneys' fees incurred in the enforcement of this agreement.

Successors and Assigns. The covenants and agreements contained in this Agreement and the obligations created hereunder shall enure to the benefit of and be binding on the City, Owner and all heirs, successors and assigns of Owner to the Subject Property, or any part thereof.

Governing Law and Forum. The validity, construction and effect of this Agreement shall be governed by the laws of the State of South Carolina, and the parties hereby consent to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder. Venue shall be vested solely in Pickens County, South Carolina.

Sealed Instrument. Owner agrees that by signing below he intends to place his hands and seals upon this Agreement and this Agreement shall be considered to be a sealed instrument.

Effective Date. This Agreement shall be effective upon the date of the last party affixing his signature.

[SIGNATURE PAGE(S) TO FOLLOW]

City of Liberty Annexation Covenant

WITNESSES:

[Signature]
Witness signs here

OWNER:

Jordan L. Savage

Printed Name: Jordan L. Savage

Title: Manager

Date Signed: October 5, 2023

WITNESSES:

Witness signs here

OWNER(S):

Printed Name: _____

Title: _____

Date Signed: _____

[Signature]
Notary signs here and below
Printed Name: Carson C. Murray

STATE OF South Carolina)
COUNTY OF Greenville)

ACKNOWLEDGMENT

The foregoing instrument was signed and acknowledged this 5th day of October, 20 23 before me the undersigned Notary, and I do hereby certify that the above named Grantor personally appeared before me and acknowledged the due execution of the foregoing instrument in accordance with South Carolina Code Ann. 26-3-10 *et seq.* The signatory/grantor acknowledging was known to me personally, or the person acknowledging presented satisfactory evidence that he/she was the person described in and who executed the instrument. If the grantor is a corporation or partnership, the signatory acknowledged s/he held the position/title set forth in the instrument/certificate, he signed the instrument on behalf of the corporation/partnership by proper authority, and the instrument was the act of the corporation/partnership

[Signature]
Notary Public for South Carolina
My Commission Expires: 8/7/2030

