

□ □  
**GREENVILLE**  
HOUSING FUND



Office of the Mayor

May 8, 2025

Ms. Tanya Eastwood  
Harmony Housing Affordable Development  
4025 Lake Boone Trail, ste 209  
Raleigh, NC 27607

Re: Southernside West Senior- **DONATION OF LAND**

Dear Ms. Eastwood:

The City of Greenville, through the Greenville Housing Fund (GHF), has donated the land located at 846 W Washington to assist in the development of Southernside West Senior Apartments. This land donation will support the development of approximately 54 affordable housing units targeting families and individuals earning between 30% and 80% of Area Median Income (AMI).

**This letter will make it clear to SCSHFDA that all parcels being used for this development were donated to GHF by the city of Greenville and GHF is contributing the parcels to the project.** These parcels are part of the 8 acres of land near Unity Park that the city has designated for affordable and workforce housing, donated to GHF, and represent a high priority for the city in achieving housing affordability adjacent to the City's new Unity Park.

Since 2018, the City of Greenville has supported the Greenville Housing Fund with annual appropriations and donations of land totaling more than \$40 million of which nearly \$22 million has been deployed to produce and preserve 1,558 affordable homes.

The City of Greenville and the Greenville Housing Fund look forward to the development of this project and supports your application for funding to the South Carolina State Housing Finance and Development Authority. We look forward to the continued partnership between the City, Greenville Housing Fund, and your organization.

If you have any questions, please contact Bryan Brown at 864-235-6331 or Monique Mattison at 864-232-2273.

Sincerely,

Knox H. White, Mayor  
City of Greenville

Bryan Brown, CEO  
Greenville Housing Fund



Transaction to be closed on or before ninety (90) days from the date of execution of the Contract, subject to all contingencies set forth below, at the offices of Donee's counsel. Possession of the premises to be given to Donee at closing. Donor shall bear all risk of loss until the time of closing.

Donee shall bear all costs associated with the preparation of the deed, the satisfaction of any past due taxes and government fees that may be due and owing, the cost of recording and deed stamps. *Ad valorem* taxes and any other fees assessed by any governmental body for the year in which the closing occurs shall be the responsibility of the Donee. To the extent not encompassed by the foregoing, the parties shall bear their own costs and fees.

Time is of the essence of this Contract. This Contract embodies the entire agreement between the parties concerning the donation of the Property. This is a legally binding agreement. If not understood, seek competent advice. THE DONOR IS REPRESENTED BY THE OFFICE OF THE CITY ATTORNEY AND DONEE ACKNOWLEDGES THAT DONOR'S COUNSEL IS PROVIDING NO LEGAL ADVICE OR REPRESENTATION TO THE DONEE. DONEE IS ENCOURAGED TO OBTAIN INDEPENDENT LEGAL ADVICE.

Description of the land together with all improvements located thereon, if any, (collectively the "Property"):

1. Parcels A - F as shown on survey entitled, "City of Greenville," located on W. Washington Street, dated October 28, 2020, attached hereto and incorporated herein as Exhibit A.
2. Parcel containing 79,943 Sq.Ft., 1.835 Acres as shown on survey entitled, "City of Greenville," located on Oscar, Nassau and Meadow Streets, dated October 22, 2020, attached hereto and incorporated herein as Exhibit B.
3. Parcels containing 44,119 Sq.Ft, 1.013 Acres, 20,243 Sq.Ft, 0.465 Acres, 5,962 Sq.Ft., 0.137 Acres as shown on survey entitled, "City of Greenville," located on W. Washington Street and S. Hudson Street, dated October 22, 2020, attached hereto and incorporated herein as Exhibit C.
4. Parcels A – G as shown on survey entitled, "City of Greenville," located on Oscar, Nassau and Meadow Streets, dated October 22, 2020, attached hereto and incorporated herein as Exhibit D.

Other provisions and contingencies: The Donee may procure a survey of the Property, perform a title search and may conduct environmental due diligence. Donor agrees to provide Donee and its agents with reasonable access to the Property in order to conduct the foregoing, as necessary. No environmental testing or investigation beyond a Phase 1 will be conducted without Donor's written consent. Closing is contingent upon: (1) the Donor's ability to convey clear, marketable, and insurable title to the Property (unless waived by the Donee in writing); (2) the absence of objectionable matters that may be shown on a new survey (should Donee choose to have one performed) in the Donee's sole reasonable discretion; (3) should Donee elect to perform environmental due diligence, the absence of any environmental concerns in the Donee's sole reasonable discretion; and (4) Greenville City Council approval of the transaction by way of an ordinance.

Witnesses:

GREENVILLE HOUSING FUND, LLC,  
DONEE

By: \_\_\_\_\_

\_\_\_\_\_  
Witness 1

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

(Title)

\_\_\_\_\_  
Witness 2

Witnesses:

CITY OF GREENVILLE, DONOR



\_\_\_\_\_  
Witness 1

By:  \_\_\_\_\_

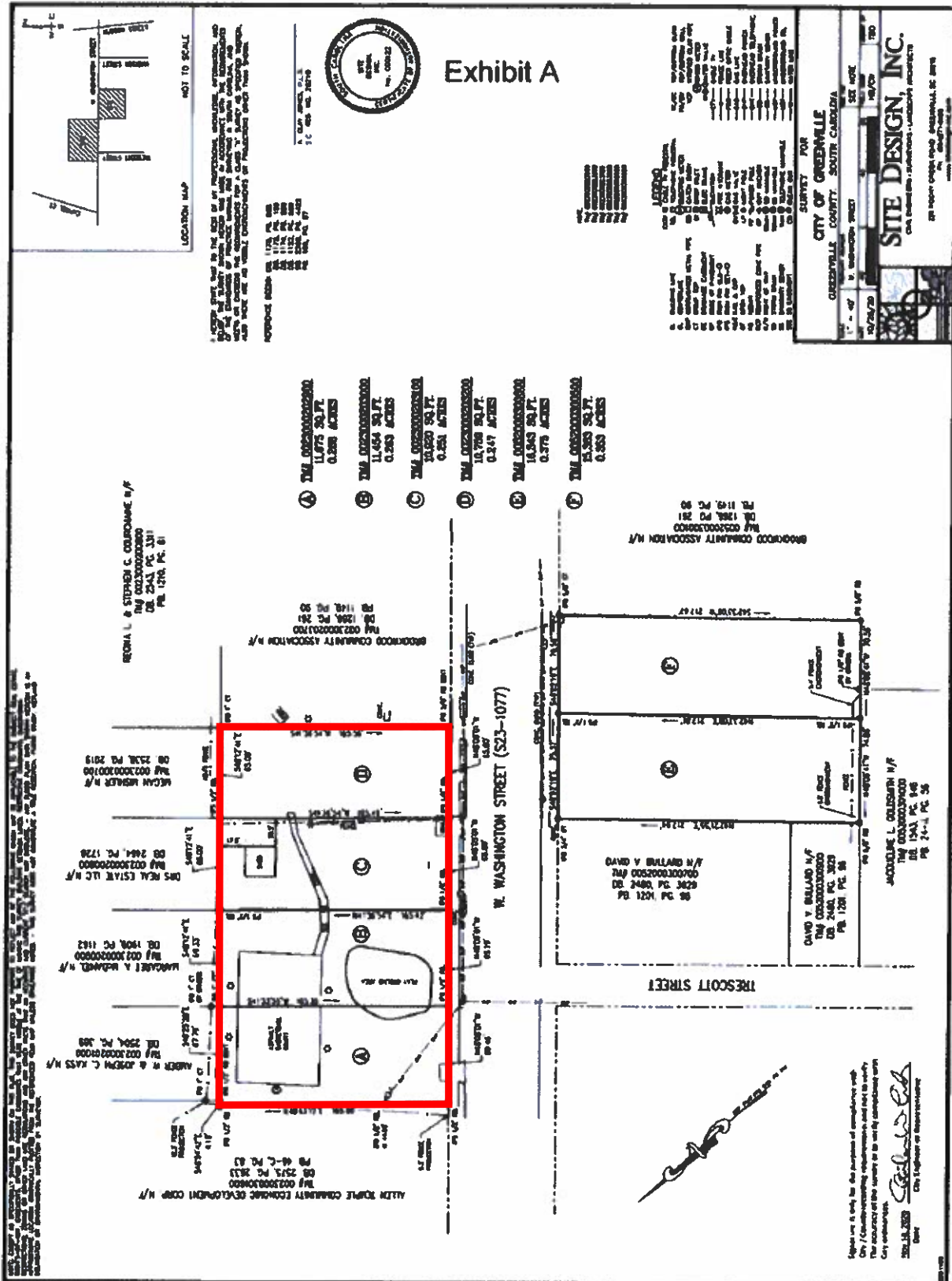
John F. McDonough

Its: City Manager



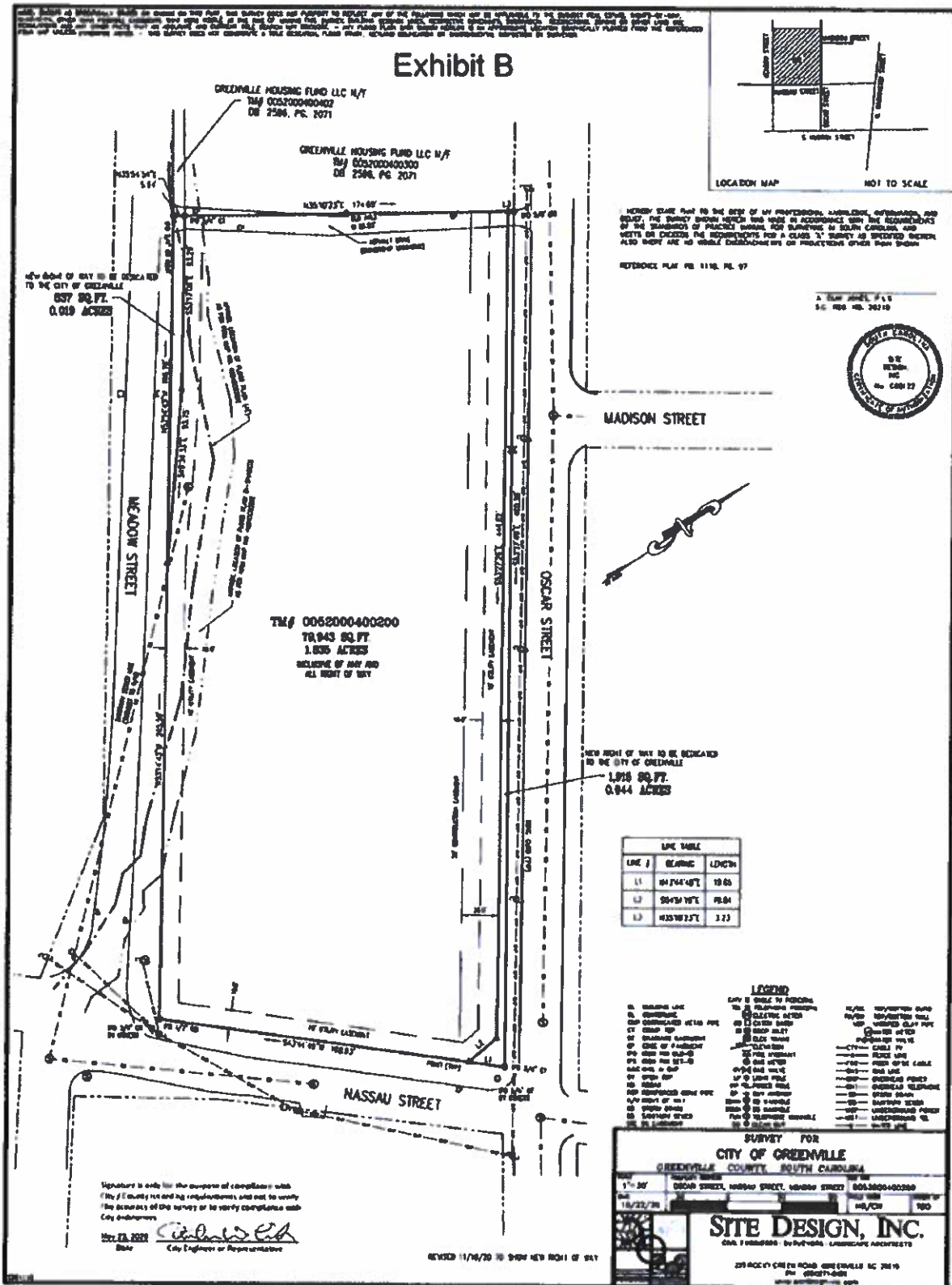
\_\_\_\_\_  
Witness 2

## Exhibit A

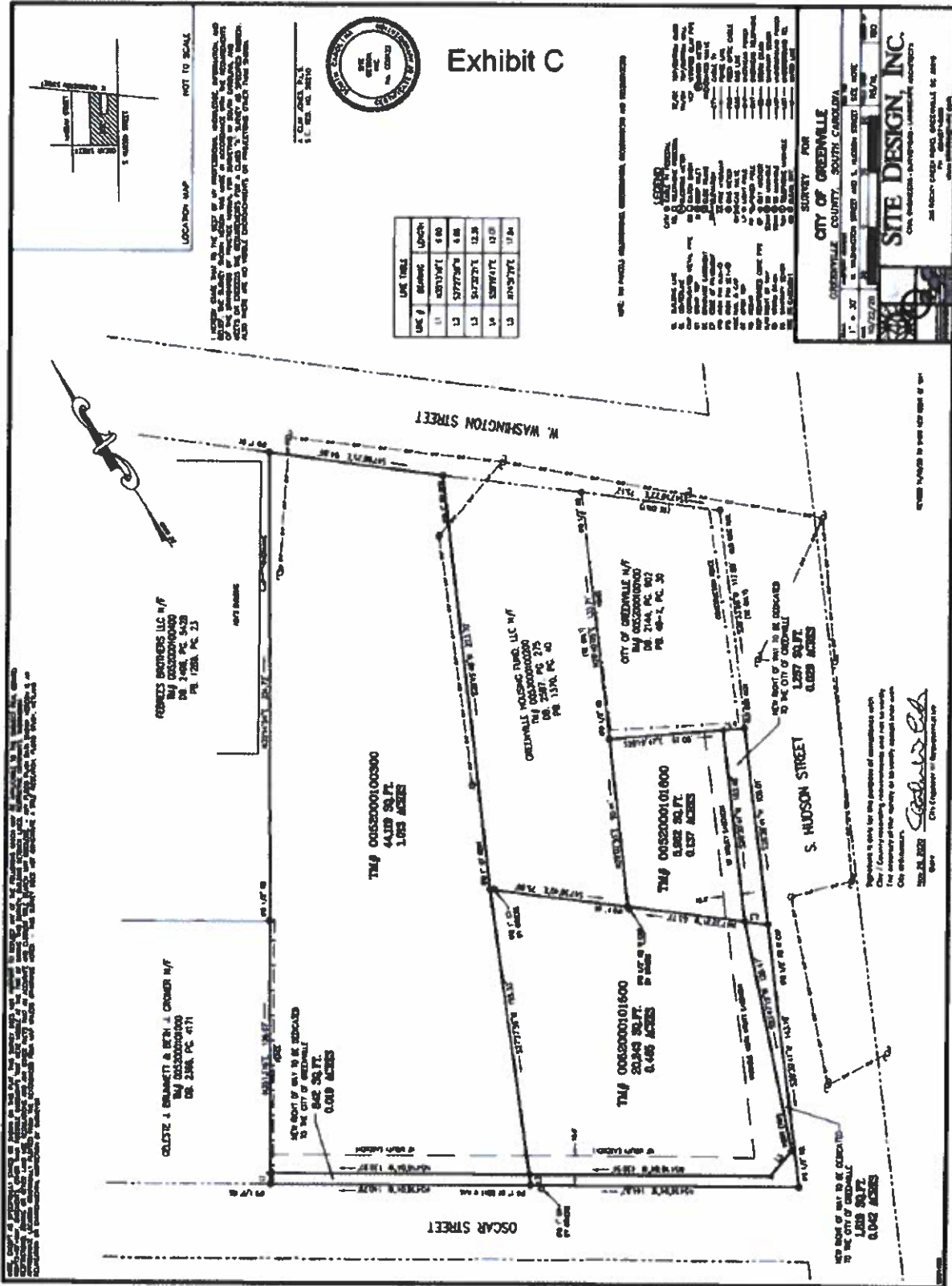


# ~~EXHIBIT B~~

## Exhibit B



## Exhibit C





## Exhibit D

NAME		AGE	SEX	DATE
1	JOHN	25	M	10/10/2023
2	JANE	30	F	11/05/2023
3	JOHN	25	M	10/10/2023
4	JANE	30	F	11/05/2023
5	JOHN	25	M	10/10/2023
6	JANE	30	F	11/05/2023
7	JOHN	25	M	10/10/2023
8	JANE	30	F	11/05/2023
9	JOHN	25	M	10/10/2023
10	JANE	30	F	11/05/2023

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**2000**

11/11/2019 11:11:11 AM

**THIRTEEN & 110**

COUNTY OF CAMDEN

[illegible]

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1273

# STEF DESIGN INC

**ST. ANDREW'S CHURCH**  
1000 14th St. N.E. Washington, D.C. 20002  
(202) 638-1234

**Fig. 1. Schematic diagram of the experimental setup.**

**CALL TO ORDER OR VISIT [www.fox.com](http://www.fox.com)**

1. **Author:** [Name]  
 2. **Title:** [Title]  
 3. **Journal:** [Journal]  
 4. **Year:** [Year]  
 5. **Volume:** [Volume]  
 6. **Issue:** [Issue]  
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 9. **URL:** [URL]  
 10. **Accessed:** [Accessed]

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DATE 18.10.2020

## Implementation of the model

\_\_\_\_\_



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (the "Contract") is hereby made and entered into by and between **The City of Greenville**, a political subdivision and South Carolina municipal corporation (hereinafter the "Donor") and the **Greenville Housing Fund, LLC**, a South Carolina limited liability company (hereinafter the "Donee") effective as of the date the last party signs below.

WITNESSETH:

The Donor agrees to donate and the Donee agrees to accept the Property (as that term is defined below) for the sum of **TEN AND 00/00 DOLLARS (\$10.00)**.

The Donor agrees to convey the Property by limited warranty deed subject to existing easements, rights-of-way, and restrictions that may appear of public record or would be evidenced or discovered by a current survey. The deed shall contain a provision that the Property shall be used exclusively for purposes of affordable housing as more fully set forth in the Agreement for Affordable Housing Initiatives and Services dated October 1, 2021 between the Donor, Donee, and the Greenville Affordable Housing Trust.

**DONOR IS DONATING THE PROPERTY "AS-IS, WHERE-IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WITH THE SOLE EXCEPTION OF THE WARRANTY COVENANTS THAT MAY BE SET FORTH IN THE LIMITED WARRANTY DEED. UPON CLOSING, DONEE AGREES TO ACCEPT THE PROPERTY IN ITS PRESENT CONDITION, SUBJECT TO ALL PATENT AND LATENT DEFECTS, IF ANY, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY. DONOR HAS NOT MADE ANY REPRESENTATION AS TO THE FITNESS, SUITABILITY, HABITABILITY OR USEABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO (A) THE QUALITY OR CONDITION OF THE IMPROVEMENTS, IF ANY AND (B) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL BODY. TO THE MAXIMUM EXTENT LAWFUL AND UNLESS CLEARLY AND ABSOLUTELY PROHIBITED BY LAW, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND HABITABILITY, ANY WARRANTIES IMPOSED BY STATUTE AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES OF ANY KIND OR CHARACTER ARE SPECIFICALLY DISCLAIMED BY THE DONOR.**

Transaction to be closed on or before ninety (90) days from the date of execution of the Contract, subject to all contingencies set forth below, at the offices of Donee's counsel. Possession of the premises to be given to Donee at closing. Donor shall bear all risk of loss until the time of closing.

Donee shall bear all costs associated with the preparation of the deed, the satisfaction of any past due taxes and government fees that may be due and owing, the cost of recording and deed stamps. *Ad valorem* taxes and any other fees assessed by any governmental body

for the year in which the closing occurs shall be the responsibility of the Donee. To the extent not encompassed by the foregoing, the parties shall bear their own costs and fees.

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Witnesses:

GREENVILLE HOUSING FUND, LLC, DONEE

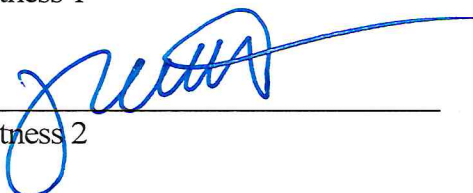
  
\_\_\_\_\_  
Witness 1

By:  \_\_\_\_\_

Printed Name: BRYAN BROWN

Its: CEO

(Title)

  
\_\_\_\_\_  
Witness 2



Witnesses:

CITY OF GREENVILLE, DONOR

By: \_\_\_\_\_

John F. McDonough

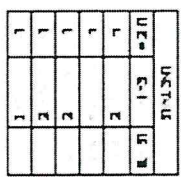
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Witness 1

Its: City Manager

\_\_\_\_\_  
Witness 2



[illegible]



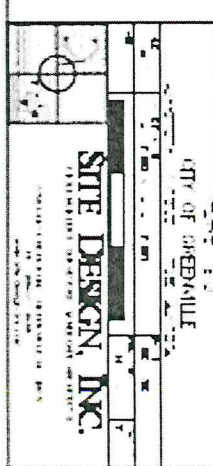
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27- 11

CITY OF GREENVILLE  
 SITE DESIGN, INC.  
 1000 WOODBRIDGE BOULEVARD, SUITE 100  
 GREENVILLE, SOUTH CAROLINA 29615  
 TEL: 864/681-1111 FAX: 864/681-1112  
 WWW.SITEDSIGN.COM

$\frac{d}{dt} \left( \frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$





Grantee's Address: P.O. Box 17532  
Greenville, S.C. 29606

**MCKINNEY SULLIVAN, LLC, Attorneys at Law**  
**1201 E. Washington Street, Greenville, S.C. 29601**

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF GREENVILLE            )           **TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, THAT, **DECA INVESTMENT COMPANY, L.P.**  
(hereinafter "**Grantor**"),

in consideration of **TWO HUNDRED EIGHTY-FIVE THOUSAND and NO/100 DOLLARS (\$285,000.00)**, the receipt of which is hereby acknowledged, subject to all matters set forth in this instrument, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto **GREENVILLE HOUSING FUND, LLC** (hereinafter "**Grantee**"), its successors and assigns, forever, all of its right, title and interest, such being an undivided one-half (1/2) interest, in and to the following described property:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being on the southern side of West Washington Street in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as a 0.375 acre parcel on a plat of survey prepared for Greenville Housing Fund by Site Design, Inc., dated May 28, 2020 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1370 at Page 40, reference being hereby made to said plat of survey for a complete metes and bounds description of the property.

TMS # 0052.00-01-002.00

THIS BEING a portion of the property conveyed to the Grantor herein by the deed from Doris H. Howard, a/k/a D. L. Howard, dated July 31, 2003 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 2048 at Page 1556 on August 1, 2003.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of public record and/or actually existing upon the grounds affecting the above-described property.



2020048382

2 Pgs

DEED Book: DE 2597 Page: 0273 - 0274

June 26, 2020 04:56:50 PM Cons: \$285,000.00

Rec: \$15.00 Cnty Tax: \$313.50 State Tax: \$741.00

E-FILED IN GREENVILLE COUNTY, SC

*Timothy J. Henney*

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee and the Grantee's successors and assigns, forever. And, the Grantor does hereby bind the Grantor, and the Grantor's successors or assigns, to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's hand and seal this 26<sup>th</sup> day of June, 2020.

SIGNED, sealed, and delivered  
in the presence of:

DECA Investment Company, L.P.  
By: DECA Management Company, LLC  
Its: General Partner

Lead H. Norris

Witness #1

By: Andrew M. Howard (SEAL)  
Andrew M. Howard, Manager/Member

\*\* See the Affidavit of General Partner's  
Authority recorded in Deed Book 2596  
at Page 5764

Henry S. Sullivan

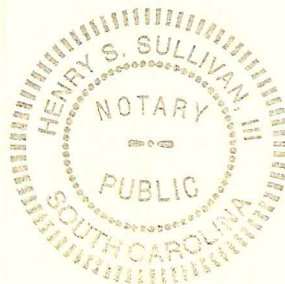
Witness #2

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF GREENVILLE     )

**ACKNOWLEDGMENT**  
**(SC Code Section 26-3-70)**

The foregoing instrument was acknowledged before me on this 26<sup>th</sup> day of June, 2020 by Andrew M. Howard, as Manager/Member on behalf of DECA Management Company, LLC, as General Partner on behalf of DECA Investment Company, L.P., a limited partnership organized and existing under the laws of the State of South Carolina.

Henry S. Sullivan  
Notary Public for South Carolina  
My Commission Expires: 01/28/2029





Grantee's Address: P.O. Box 17532  
Greenville, S.C. 29606

**MCKINNEY SULLIVAN, LLC, Attorneys at Law**  
**1201 E. Washington Street, Greenville, S.C. 29601**

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF GREENVILLE            )           **TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, THAT, **MARY H. HOWARD, AS TRUSTEE OF THE MARY H. HOWARD REVOCABLE TRUST DATED NOVEMBER 11, 2016** (hereinafter, "Grantor"),

in consideration of **TWO HUNDRED EIGHT-FIVE THOUSAND and NO/100 DOLLARS (\$285,000.00)**, the receipt of which is hereby acknowledged, subject to all matters set forth in this instrument, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto **GREENVILLE HOUSING FUND, LLC** (hereinafter, "Grantee"), all of her right, title and interest, such being an undivided one-half (1/2) interest, in and to the following described property:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being on the southern side of West Washington Street in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as a 0.375 acre parcel on a plat of survey prepared for Greenville Housing Fund by Site Design, Inc., dated May 28, 2020 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1370 at Page 40, reference being hereby made to said plat for a complete metes and bounds description of the property.

TMS # 0052.00-01-002.00

THIS BEING a portion of the property conveyed to the Grantor herein by the deed from Mary H. Howard a/k/a Mary M. Howard, dated February 9, 2017 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 2506 at Page 1070 on February 10, 2017.

See also the Certification of Trust attached hereto and incorporated herein by reference as Exhibit A.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of public record and/or actually existing upon the grounds affecting the above-described property.



**2020048383**

4 Pgs

DEED Book: DE 2597 Page: 0275 - 0278

June 26, 2020 04:56:51 PM Cons: \$285,000.00

Rec: \$15.00 Cnty Tax: \$313.50 State Tax: \$741.00

E-FILED IN GREENVILLE COUNTY, SC

*Timothy J. Manning*

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee and the Grantee's successors and assigns, forever. And, the Grantor does hereby bind the Grantor, and the Grantor's successors and assigns, to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's hand and seal this 26th day of June, 2020.

SIGNED, sealed, and delivered  
in the presence of:

*Paul J. Howard*  
Witness #1

*Mary H. Howard* (SEAL)  
Mary H. Howard, as Trustee of the Mary H.  
Howard Revocable Trust, dated  
November 11, 2016

*Lisa H. Norris*  
Witness #2

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF GREENVILLE       )

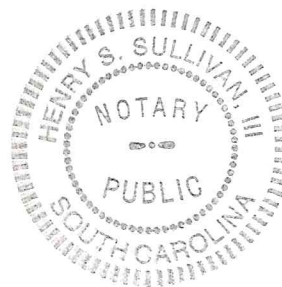
**PROBATE**

PERSONALLY appeared before me the undersigned witness and made oath that she, with the other witness, saw Mary H. Howard, as Trustee of the Mary H. Howard Revocable Trust, dated November 11, 2016, sign, seal, and as her act and deed, deliver the foregoing Title to Real Estate, and further that she is not a party to or beneficiary of the transaction.

*Lisa H. Norris*

SWORN to before me this  
26th day of June, 2020.

*Henry S. Sullivan*  
Notary Public for South Carolina  
My Commission Expires: 01/28/2029



## **EXHIBIT A**

### **CERTIFICATION OF TRUST AS PROVIDED BY SEC. 62-7-1013 OF THE SOUTH CAROLINA TRUST CODE**

**NAME OF TRUST:** THE MARY H. HOWARD REVOCABLE TRUST  
**CURRENT TRUSTEE:** MARY H. HOWARD  
**DATE OF TRUST:** NOVEMBER 11, 2016

The undersigned Trustee hereby confirms the existence of the within described Trust and certifies the following:

1. The undersigned is currently serving as sole Trustee of the Trust, which is the Mary H. Howard Revocable Trust, dated November 11, 2016.
2. The Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner which would cause the representations in this Certification of Trust to be incorrect.
3. The above designated Trustee is fully empowered to act for said Trust and is properly exercising her authority under this Trust. No other Trustee or other individual or entity is required to execute any document for the Trust.
4. The signature of the Trustee only is required for any action taken on behalf of the Trust.
5. To the undersigned's knowledge there are no claims, challenges of any kind or causes of action alleged which contest or question the validity of the Trust or the trustee's authority to act for and on behalf of the Trust.
6. In addition to all powers conferred by law on a Trustee, the trust agreement specifically authorizes the Trustee to sell or convey real property in such manner and on such terms and conditions as the Trustee deems proper, and the Trustee is authorized and empowered under the Trust and under South Carolina law to sell and convey the real estate described in the Title to Real Estate to which this certification is attached to and incorporated in by reference.



IN WITNESS WHEREOF, the undersigned, being the sole Trustee of the Trust, does hereby execute this Certification of Trust on the 26th day of June, 2020.

WITNESSES:

TRUSTEE:

David L. Howard  
Witness #1

Mary H. Howard, Trustee  
Mary H. Howard

Lead A. Norris  
Witness #2

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF GREENVILLE     )

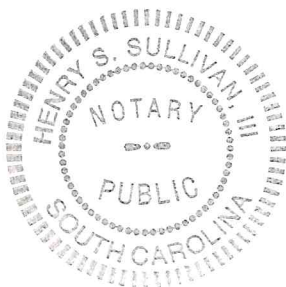
PROBATE

Personally appeared before me the undersigned witness and made oath that she, with the other witness, saw Mary H. Howard sign, seal and deliver, as her act and deed, the foregoing Certification of Trust, and further that she is not a party to or beneficiary of the transaction.

Lead A. Norris

Sworn before me this  
26th day of June, 2020.

Henry S. Sullivan III  
Notary Public for South Carolina  
My Commission Expires: 01/28/2029





DEED Book: DE 2656 Page: 4605 - 4613

May 9, 2022 11:00:30 AM Cons: \$1.00

Rec: \$15.00 Cnty Tax: EXEMPT State Tax: EXEMPT

E-FILED IN GREENVILLE COUNTY, SC

*Timothy J. Hanney*

Grantee's Address: 100 W. Antrim Drive  
Greenville, S.C. 29607

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

**TITLE TO REAL ESTATE  
(LIMITED WARRANTY DEED)**

KNOW ALL MEN BY THESE PRESENTS, THAT **CITY OF GREENVILLE** (hereinafter "**Grantor**"), in consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and pursuant to that certain Agreement for Affordable Housing Initiatives and Services between the City of Greenville, Greenville Housing Fund, LLC and the Greenville Affordable Housing Trust, dated October 1, 2020, subject to all matters set forth in this instrument, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto **GREENVILLE HOUSING FUND, LLC** (hereinafter "**Grantee**"), it's successors and assigns, forever, the following described property:

**Property described on Exhibit A**

TMS # 0023.00-02-029.00 (Parcel One)  
TMS # 0023.00-02-030.00 (Parcel Two)  
TMS # 0023.00-02-031.00 (Parcel Three)  
TMS # 0023.00-02-032.00 (Parcel Four)  
TMS # 0052.00-03-006.00 (Parcel Five)  
TMS # 0052.00-03-005.00 (Parcel Six)  
TMS # 0052.00-01-003.00 (Parcel Seven)  
TMS # 0052.00-01-016.00 (Parcel Eight)  
TMS # 0052.00-01-015.00 (Parcel Nine)

Southernside West Parcels

The property is conveyed for the purpose of providing new Affordable Housing and Workforce Housing in the City of Greenville, as provided for in that certain Agreement for Affordable Housing Initiatives and Services between the City of Greenville, Greenville Housing Fund, LLC and the Greenville Affordable Housing Trust, dated October 1, 2020, and by acceptance of this deed, the Grantee, on behalf of the Grantee and its successors and assigns, including future owners of the property, hereby covenants and agrees to only use the property for the purpose of providing Affordable Housing and/or Workforce Housing and the property may not be used for any other purpose without the express written consent of the City of Greenville. The Grantee further hereby covenants and agrees that this restrictive covenant may be specifically enforced by the City of Greenville, its successors and/or assigns, and that in addition to all other remedies available at law or in equity the enforcing party shall be entitled to an award of specific performance and shall also be entitled to an award of reasonable attorney's fees, expert fees and costs. As used herein the term using the property only for the purpose of providing "Affordable Housing" and "Workforce Housing" means and is defined as use of the property that complies with Internal Revenue Service (IRS) Safe Harbor (Revenue Procedure 96-32) provisions for affordable housing and workforce housing, which provisions



allow incidental use of the property for uses that complement and/or support the providing of the Affordable Housing and Workforce Housing. This restrictive covenant may only be amended, modified, released or terminated by the City of Greenville, its successors and/or assigns.

This conveyance is further made subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of public record and/or actually existing upon the grounds affecting the above-described property.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee and the Grantee's successors and assigns, forever. And, the Grantor does hereby bind itself, and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns lawfully claiming or to claim the same, or any part thereof, by, through or under the Grantor only, but not otherwise.

[The remainder of this page intentionally left blank]

[Signature page follows]

WITNESS the Grantor's hand and seal this 5 day of May, 2022.

SIGNED, sealed, and delivered  
in the presence of:

CITY OF GREENVILLE

[Signature]  
Witness #1

By: [Signature] (SEAL)  
John F. McDonough, City Manager

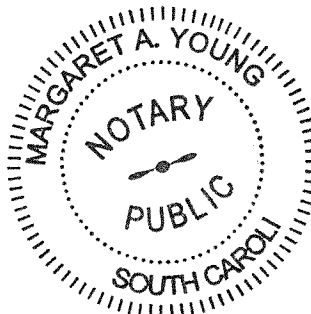
[Signature]  
Witness #2

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF GREENVILLE     )

**ACKNOWLEDGMENT**  
**(SC Code Section 26-3-70)**

The foregoing instrument was acknowledged before me this 5 day of May, 2022  
by John F. McDonough, as City Manager on behalf of the City of Greenville, a municipality  
incorporated and existing under the laws of the State of South Carolina.

[Signature] Margaret A. Young  
Notary Public for South Carolina  
My Commission Expires: August 8, 2026



STATE OF SOUTH CAROLINA)  
COUNTY OF GREENVILLE )

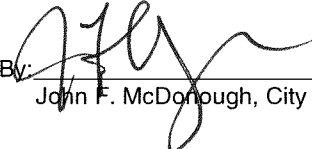
Affidavit

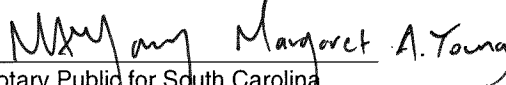
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in the City of Greenville, bearing \_ Greenville County Tax Map Numbers 0023.00-02-029.00, 0023.00-02-030.00, 0023.00-02-031.00, 0023.00-02-032.00, 0052.00-03-006.00, 0052.00-03-005.00, 0052.00-01-003.00, 0052.00-01-016.00 and 0052.00-01-015.00, was transferred by City of Greenville to Greenville Housing Fund, LLC on May, 2022.
3. Check one of the following: The deed is
  - (a) \_\_\_ subject to the deed recording fee as a transfer for consideration 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) X exempt from the deed recording fee because (see information section of affidavit):  
Item (1) Transfer of property to a charitable (non profit) organization for consideration paid of less than \$100.00 (see Para. 15 on page 16 and Para. 39 on page 28 of the SCDOR Deed Recording Fee Manual)(Jan. 2018 edition).  
(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 the 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: Grantor.
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.

CITY OF GREENVILLE

SWORN to before me this 5  
day of May, 2022

By:   
John F. McDonough, City Manager

  
Notary Public for South Carolina  
My Commission Expires: August 8, 2026

## **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 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; 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.

## **EXHIBIT A**

### **PARCEL ONE**

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being shown and designated as Parcel A (0.268 acre parcel) on a plat of survey prepared for City of Greenville by Site Design, Inc., dated October 28, 2020 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1389 at Page 95, reference being hereby made to said plat of survey for a complete metes and bounds description of the property.

TMS # 0023.00-02-029.00

DERIVATION: Deed to the City of Greenville from Alice Sarkis Shibley and Joseph Shibley, dated September 24, 1982 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 1175 at Page 665 on October 13, 1982.

### **PARCEL TWO**

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being shown and designated as Parcel B (0.263 acre parcel) on a plat of survey prepared for City of Greenville by Site Design, Inc., dated October 28, 2020 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1389 at Page 95, reference being hereby made to said plat of survey for a complete metes and bounds description of the property.

TMS # 0023.00-02-030.00

DERIVATION: Deed to the City of Greenville from Kathleen Apostolou, dated September 20, 1982 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 1175 at Page 159 on October 5, 1982.

### **PARCEL THREE**

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being shown and designated as Parcel C (0.251 acre parcel) on a plat of survey prepared for City of Greenville by Site Design, Inc., dated October 28, 2020 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1389 at Page 95, reference being hereby made to said plat of survey for a complete metes and bounds description of the property.

TMS # 0023.00-02-031.00

DERIVATION: Deed to the City of Greenville from Lettie E. Greenway, dated September 13, 1982 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 1174 at Page 500 on September 24, 1982.

#### PARCEL FOUR

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being shown and designated as Parcel D (0.247 acre parcel) on a plat of survey prepared for City of Greenville by Site Design, Inc., dated October 28, 2020 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1389 at Page 95, reference being hereby made to said plat of survey for a complete metes and bounds description of the property.

TMS # 0023.00-02-032.00

DERIVATION: Deed to the City of Greenville from Ernest J. Howard, dated July 21, 1981 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 1152 at Page 589 on July 29, 1981.

#### PARCEL FIVE

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being shown and designated as Parcel E (0.375 acre parcel) on a plat of survey prepared for City of Greenville by Site Design, Inc., dated October 28, 2020 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1389 at Page 95, reference being hereby made to said plat of survey for a complete metes and bounds description of the property.

TMS # 0052.00-03-006.00

DERIVATION: Deed to the City of Greenville from The Palmetto Bank, dated March 12, 2010 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 2369 at Page 4422 on March 17, 2010.

#### PARCEL SIX

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being shown and designated as Parcel F (0.353 acre parcel) on a plat of survey prepared for City of Greenville by Site Design, Inc., dated October 28, 2020 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1389 at Page 95, reference being hereby made to said plat of survey for a complete metes and bounds description of the property.

TMS # 0052.00-03-005.00

DERIVATION: Deed to City of Greenville from The Palmetto Bank, dated March 12, 2010 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 2369 at Page 4422 on March 17, 2010.

#### PARCEL SEVEN

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being shown and designated as a 1.013 acre parcel on a plat of survey prepared for City of Greenville by Site Design, Inc., dated October 22, 2020 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1389 at Page 99, reference being hereby made to said plat of survey for a complete metes and bounds description of the property.

TMS # 0052.00-01-003.00

DERIVATION: Deed to the City of Greenville from Jane Rush Davenport, as Personal Representative of the Estate of John D. Davenport, dated June 14, 2007 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 2273 at Page 1939 on June 19, 2007.

#### PARCEL EIGHT

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being shown and designated as a 0.137 acre parcel on a plat of survey prepared for City of Greenville by Site Design, Inc., dated October 22, 2020 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1389 at Page 99, reference being hereby made to said plat of survey for a complete metes and bounds description of the property.

TMS # 0052.00-01-016.00



DERIVATION: Deed to the City of Greenville from Hazel G. Madsen, dated June 1, 1987 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 1296 at Page 678 on June 4, 1987.

PARCEL NINE

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being shown and designated as a 0.465 acre parcel on a plat of survey prepared for City of Greenville by Site Design, Inc., dated October 22, 2020 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1389 at Page 99, reference being hereby made to said plat of survey for a complete metes and bounds description of the property.

TMS # 0052.00-01-015.00

DERIVATION: Deed to the City of Greenville from Mary H. Howard and Doris H. Howard, dated September 23, 1987 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Deed Book 1305 at Page 988 on September 28, 1987.

A handwritten signature in black ink, appearing to be "L. H. Madsen", is located at the bottom right of the page.