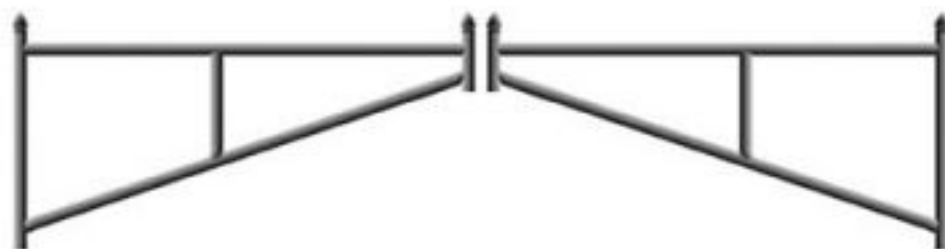


- **Confirming the phase 1 and 2 projects will be designed and permitted together under a single construction drawings and specifications package and not as two separate packages and permits?**
  - This is correct
- **Has budget been established for the project design and construction? Is it available?**
  - Final budget for both design and construction will be determined based on proposals received
- **What are the funding sources and is any of it from federal dollars such as RTP grants which create unique requirements for procurement, allocation for design consultants, and bridge design specifications?**
  - Design, engineering, and permitting funding comes from a State of South Carolina Legislative Earmark. This project will follow the State procurement process.
- **Clarify which ADA trail standards will be followed for the design (FHWA, American Trails, etc.)**
  - The ADA trail standards will follow the standards established by [PROWAG](#). Link attached. PDFs available online.
- **At Heritage Park will the first length of existing narrow paved trail be widened from its current width (6'?) to a wider section per the RFP or the widened trail will start from the side/end of the existing trail?**
  - The current width of 6' will be widened to 8' or 10' as part of this project
- **Clarify what is meant by a “vehicle barrier” proposed at the westernmost carpool entrance at Bryson Elementary School to help with understanding design needs.**
  - Exhibit attached
- **Has the easement with Greenville County School District been obtained as indicated?**
  - Yes, signed easement attached
- **On the eastern end of Speedway Drive at the intersection with Quillen Ave there is only 7' of space from the back of curb to the existing chain link fence atop the retaining wall. In the preliminary discussions with SCDOT was there any mention**

**of narrowing up the travel lane widths to provide enough room for at least an 8' trail?**

- Preliminary discussions with SCDOT did not cover this question. The selected firm will continue discussions with SCDOT to create a trail design that upholds user experience





5. Grantee shall not make or allow any use of the Easement Area which interferes or conflicts with school operations.

6. Grantor shall not be liable for any injury or damage arising out of Grantee's use of this easement, including, but not limited to, the Grantee allowing the general public to travel over the Easement Area.

7. Grantor shall not make any use of the Easement Area which, interferes or conflicts with the use of the Easement Area by the Grantee for the purposes herein mentioned, and no use shall be made of said Easement Area that would, in the opinion of the Grantee, injure, endanger or limit access to the Easement Area, improvements and their appurtenances and adjuncts.

8. Grantee shall erect and maintain black vinyl coated chain link fences as depicted in Exhibit B. Any sign, advertisement, or other form of communication must be approved in writing by the Grantor before being placed on the aforementioned fences.

9. All other or special terms and conditions of this right of way are as follows: this Trail Easement will automatically terminate and be of no further force and effect if (a) Grantee does not begin construction of any improvements in the Easement Area within five (5) years from the date of recordation of this easement, and (b) Grantor records a notice of termination of Trail Easement after thirty (30) days' advance notice of same to Grantee.

10. This easement shall bind and run with the title to the Property and, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. This easement may only be assigned, or otherwise inure, to the City of Fountain Inn, and the obligations contained in this easement shall be binding.

TO HAVE AND TO HOLD all and singular the right to the Grantee, its successors and assigns, and the Grantor hereby binds the Grantor and Grantor's heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular said premises unto the Grantee herein, its successors and assigns, against themselves and every person whomsoever lawfully claiming or to claim the same, or any part thereof.

The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right of way.

[Signatures on following page]

IN WITNESS WHEREOF the hand and seal of Grantor herein has hereunto been set this 24  
day of October, 2023.

SIGNED, sealed and delivered in the presence of:

GRANTOR:

THE SCHOOL DISTRICT OF GREENVILLE  
COUNTY


  
By: Carolyn Styles  
Its: Chair, Board of Trustees

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF GREENVILLE     )

**ACKNOWLEDGEMENT**

I, the undersigned notary public, do hereby certify that The School District of Greenville County, by and through its authorized representative, as Grantor personally appeared before me this 24 day of October, 2023 and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 24 day of October, 2023.

  
Notary Public for South Carolina  
My commission expires: 4.6.31

DOROTHY H. FULLER  
Notary Public, State of South Carolina  
My Commission Expires 4.6.31

**EXHIBIT A**

**(PROPERTY DESCRIPTION)**

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as Tract A, containing 12.807 acres, more or less, as shown on plat entitled "Survey for Willard W. Banks and Linda R. Banks" prepared by Smith Surveyors, Inc., dated March 21, 2011 and recorded June 30, 2011, in the Register of Deeds Office for Greenville County, SC, in Plat Book 1121 at Page 79, reference being made hereto to said plat for the exact metes and bounds thereof.

This being a portion of the same property conveyed to the Grantor by Deed from Willard W. Banks and Linda R. Banks, dated June 30, 2011, and recorded June 30, 2011, in Deed Book DE 2390 at Pages 3738-3740 in the Office of the Register of Deeds for Greenville County, SC.

TMS# 0355000100604

Also; All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as 26.279 acres, more or less, as shown on plat entitled "Survey for Bonnie G. Thackston" prepared by Smith Surveyors, Inc., dated March 21, 2011 and recorded June 30, 2011, in the Register of Deeds Office for Greenville County, SC in Plat Book 1121 at Page 80, reference being made hereto to said plat for the exact metes and bounds thereof.

This being a portion of the same property conveyed to the Grantor by Deed from E. Shell Thackston and Bonnie G. Thackston, dated June 30, 2011, and recorded June 30, 2011, in Deed Book DE 2390 at Pages 3745-3748 in the Office of the Register of Deeds for Greenville County, SC.

TMS# 0355000100500

Also; All those certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Greenville, shown and designated as Tract B containing 5.030 acres, more or less, and Tract C, containing 2.137 acres, on Quillen Avenue as disclosed on plat entitled "Summary Plat Survey for William Benson McWhite Life Estate" prepared by Smith Surveyors, Inc., dated March 21, 2011 and recorded August 4, 2011, in the Register of Deeds Office for Greenville County, SC in Plat Book 1123 at Page 66, reference being made hereto to said plat for the exact metes and bounds thereof.

This being the same property conveyed to the Grantor by Deed from William Benson McWhite, William E. McWhite and Mark A. McWhite, dated June 12, 2011, and recorded August 4, 2011, in Deed Book DE 2392 at Pages 1282-1286 in the Office of the Register of Deeds for Greenville County, SC.

TMS#(s) Portion of 0355000100700 and 0355000100603

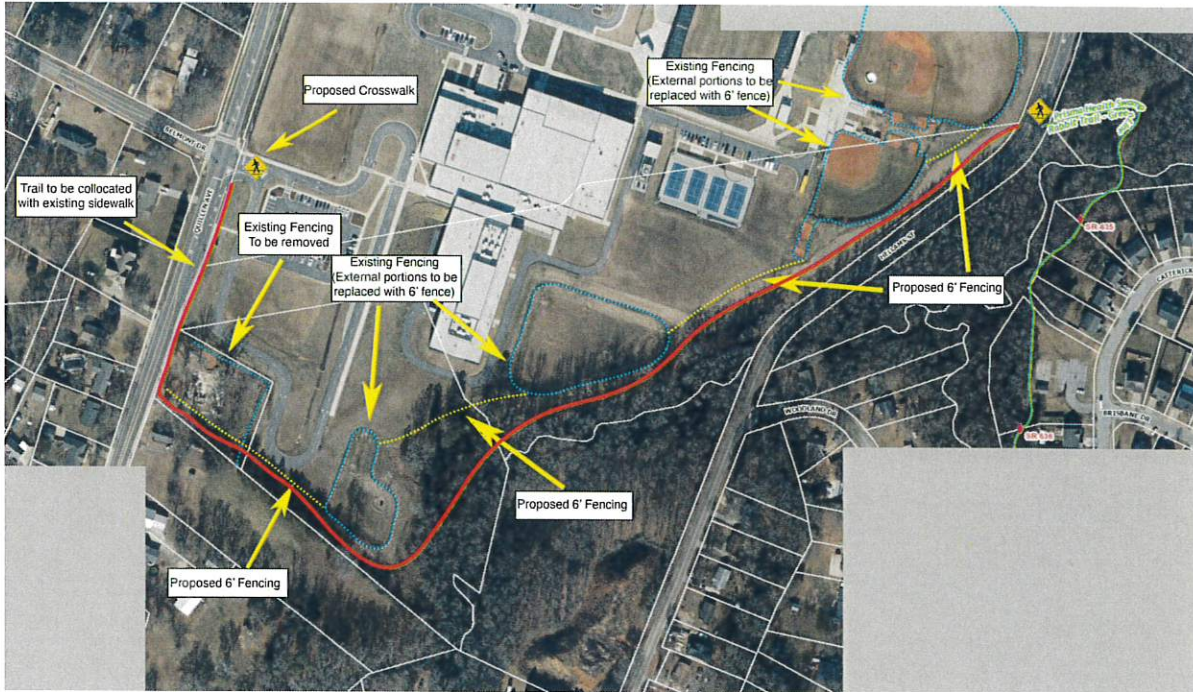
Also; All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being shown as "Tract A" and "Tract A-1" on a plat of survey for William Benson McWhite, dated March 21, 2011 and recorded August 4, 2011 in Plat Book 1123 at Page 66, in the Register of Deeds Office for Greenville County, SC, reference to said plat is hereby craved for a more complete and accurate description thereof.

LESS and except that portion of property (0.038 acres, more or less) conveyed to the South Carolina Department of Transportation, its successors, and assigns, in that certain Deed dated January 15, 2020, and recorded January 23, 2020, in Book DE 2585 at Page 5286, in the Office of the Register of Deeds for Greenville County, South Carolina.

This being the same property conveyed to the Grantor by Deed from David L. Coker, Sr. and Rhonda D. Coker by Deed dated March 11, 2021, and recorded March 11, 2021, in Deed Book DE 2618 at Pages 2822-2823 in the Office of the Register of Deeds for Greenville County, SC.

Portion of TMS# 0355000100700

**EXHIBIT B**  
**(TRAIL ROUTE)**





STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

AFFIDAVIT FOR  
TAXABLE OR EXEMPT TRANSFERS

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 known as the Trail Easement Area bearing a portion of Greenville County TMS#(s) 0355000100604, 0355000100500, 0355000100603 and 0355000100700 was transferred by The School District of Greenville County, to Upstate Greenways and Trails Alliance on \_\_\_\_\_, 2023.

3. Check one of the following: The deed is

- (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) XX exempt from the deed recording fee because (See Information section of affidavit):  
**Item ( 1 )**

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes \_\_\_\_\_ or No \_\_\_\_\_

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 \$00.00.
- (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 XX 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. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.

6. The deed recording fee is computed as follows:

|   |         |
|---|---------|
| (a) Place the amount listed in item 4 above here:   | \$00.00 |
| (b) Place the amount listed in item 5 above here:<br>(If no amount is listed, place zero here.) | -0-     |
| (c) Subtract Line 6(b) from Line 6(a) and place result here:                                    | \$00.00 |

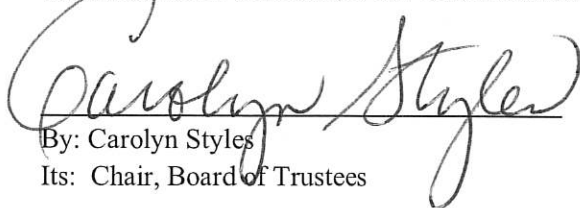
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$-0-

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 wilfully 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.

GRANTOR:

**THE SCHOOL DISTRICT OF GREENVILLE COUNTY**

  
By: Carolyn Styles  
Its: Chair, Board of Trustees

SWORN to and subscribed before me this  
24 day of October, 2023  
Notary Public for South Carolina  
My Commission Expires: 4.6.31

Notary (L.S.): Dorothy H Fuller

Notary (printed name): \_\_\_\_\_

### **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. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before 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 constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as 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 the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes 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 pursuant to foreclosure proceeding;
- (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 Powers Act.



6. Grantor shall not be liable for any injury or damage arising out of Grantee's use of this easement, including, but not limited to, the Grantee allowing the general public to travel over the Easement Area.

7. Grantor shall not make any use of the Easement Area which, interferes or conflicts with the use of the Easement Area by the Grantee for the purposes herein mentioned, and no use shall be made of said Easement Area that would, in the opinion of the Grantee, injure, endanger or limit access to the Easement Area, improvements and their appurtenances and adjuncts.

8. Grantee shall erect and maintain chain link fences as depicted in Exhibit B. All fences that are visible to the public shall be black vinyl coated. Fences that are not visible are permitted to be galvanized metal. Any sign, advertisement, or other form of communication must be approved in writing by the Grantor before being placed on the aforementioned fence.

9. All other or special terms and conditions of this right of way are as follows: this Trail Easement will automatically terminate and be of no further force and effect if (a) Grantee does not begin construction of any improvements in the Easement Area within five (5) years from the date of recordation of this easement, and (b) Grantor records a notice of termination of Trail Easement after thirty (30) days' advance notice of same to Grantee.

10. This easement shall bind and run with the title to the Property and, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. This easement may only be assigned, or otherwise inure to the City of Fountain Inn, and the obligations contained in this easement shall be binding.

TO HAVE AND TO HOLD all and singular the right to the Grantee, its successors and assigns, and the Grantor hereby binds the Grantor and Grantor's heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular said premises unto the Grantee herein, its successors and assigns, against themselves and every person whomsoever lawfully claiming or to claim the same, or any part thereof.

The payment and privileges above specified are hereby accepted in full settlement of all claims and damages of whatever nature for said right of way.



**EXHIBIT A**

**(PROPERTY DESCRIPTION)**

All that piece, parcel or tract of land in Fairview Township, Greenville County, State of South Carolina, in what was formerly known as School District 5D, containing 86.07 acres, more or less, and having according to plat made by Piedmont Engineering Service the following metes and bounds, to wit:

BEGINNING at a stone at corner of the property of Mrs. Joe Leake and West and running thence N. 25 3/4 E. 396 feet to an iron pin; thence N. 24 1/2 E. 830 feet to an iron pin; thence still along the same course N. 24 1/2 E. 1390 feet to an iron pin on the A. S. Howard Estate; thence along the line of the Howard Estate, S. 65 E. 401 feet; thence S 13 E. 528 feet; thence S. 35 E. 350 feet; thence S. 25 1/2 E. 516 feet; thence S. 13 1/2 E. 385 feet; thence S. 11 1/2 E. 635 feet; thence S. 58 1/2 W. 1064 feet to a point on the West property; thence along the West line N. 65 1/3 W. 455 feet to the point of beginning.

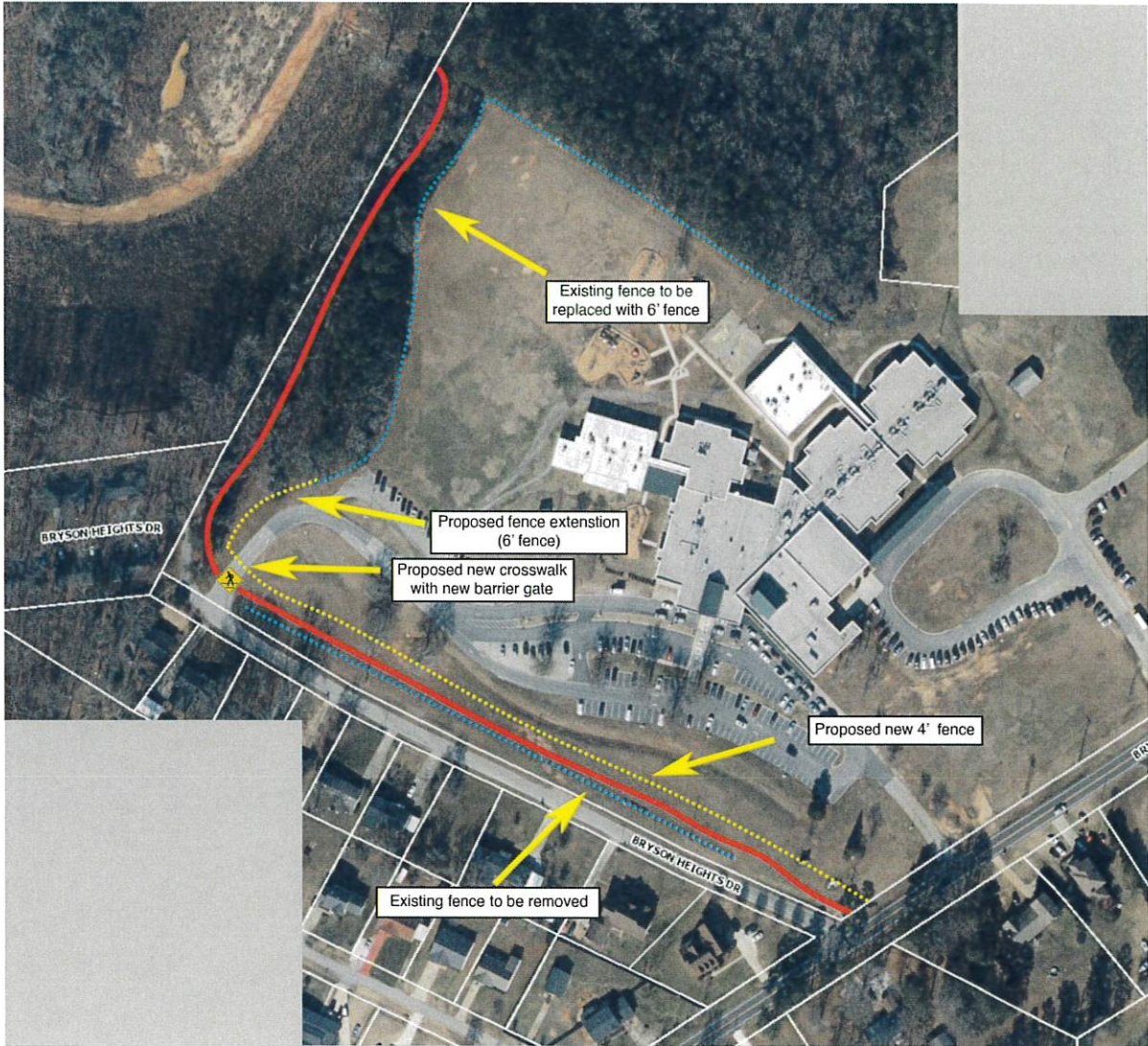
Less and excepting, however, that certain property conveyed to W. H. Alford, his heirs and assigns, by Deed dated 8/9/1967 and recorded 8/10/1967 in Deed Book 825 at Page 542, in the Office of the ROD for Greenville County, SC.

Less and excepting, however, that certain property conveyed to the Greenville County Sewer Authority by Deed dated 6/30/1974 and recorded July 29, 1974 in Deed Book 1003 at Page 769, in the Office of the ROD for Greenville County, SC.

Less and excepting, however, that certain property conveyed to Colonial Pipeline Company by Deed dated 1/23/1978 and recorded 8/17/1978 in Deed Book 1008 at Page 514, in the Office of the ROD for Greenville County, SC.

This being a portion of the same property conveyed to the grantor herein by Deed of Lewis F. Watson dated December 2, 1952, recorded December 2, 1952, in the Office of the Register of Deeds for Greenville County in Deed Book 467, at page 488.

**EXHIBIT B**  
**(TRAIL ROUTE)**





STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

AFFIDAVIT FOR  
TAXABLE OR EXEMPT TRANSFERS

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 known as the Trail Easement Area bearing a portion of Greenville County TMS# 0328000100100 was transferred by The School District of Greenville County No. 520, its successors and assigns, to Upstate Greenways and Trails Alliance on \_\_\_\_\_, 2023.

3. Check one of the following: The deed is

(a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) XX exempt from the deed recording fee because (See Information section of affidavit):

**Item ( 1 )**

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes \_\_\_\_\_ or No \_\_\_\_\_

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 \$00.00.

(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 XX 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. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$00.00
- (b) Place the amount listed in item 5 above here: -0-  
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$00.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$-0-

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 wilfully 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.

GRANTOR:

**THE SCHOOL DISTRICT OF GREENVILLE COUNTY**

  
By: Carolyn Styles  
Its: Chair, Board of Trustees

SWORN to and subscribed before me this  
24 day of October, 2023  
Notary Public for South Carolina  
My Commission Expires: 4.6.31

Notary (L.S.): Dorothy H Fuller  
Notary (printed name): Dorothy H Fuller

## **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. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before 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 constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as 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 the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes 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 pursuant to foreclosure proceeding;
- (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 Powers Act.