Request for Proposals (RFP): CU-ICar to Innovation Drive Multi-Use Trail Engineering Project

Organization Name: Upstate Greenways and Trails Alliance

Contact Information:

Sam Davis Trails Manager sdavis@ugata.org (205)-873-3853

Project Location: City of Greenville

RFP Issue Date: 4/29/24

Questions & Clarifications: 5/13/24

Proposal Submission Deadline: 5/24/24

Project Start Date: 5/28/24

Project Completion Date: 12/27/24

Introduction

Upstate Greenways and Trails Alliance (UGATA) is seeking qualified engineering firms to submit proposals for the design, engineering, and permitting of a multi-use trail project to extend the planned Laurens Road section of the Prisma Health Swamp Rabbit Network trail further south to Innovation Drive. We invite experienced engineering firms to submit proposals outlining their expertise, approach, and understanding of the project's requirements.

CU-Icar to Innovation Drive Project Information:

UGATA will plan, design, engineer and permit a roughly .75 mile section of hard surface Multi-Use Trail that will be incorporated into the Prisma Health Swamp Rabbit Trail Network. The width of this trail will be at minimum 8 feet wide but will be wider as site conditions allow. This project will follow the abandoned railroad bed and will provide a wooded trail that will connect the CU-ICAR campus to nearby apartments and extend the trail closer to Mauldin, which is a top priority for the Upstate trail network.

Scope of Work

The selected engineering firm will be responsible for the following tasks:

- 1. Conduct a site assessment, topographical survey, wetlands survey, protected species survey, and any other required surveys of the project area.
- 2. Develop a comprehensive, ADA approved, trail design that accommodates pedestrians, cyclists, and other non-motorized users.
- 3. Design safe and accessible trail crossing across one (1) public road. Work with the City of Greenville to ensure that all relevant regulations are met.
- 4. Design, engineer, and permit the retrofitting of an abandoned railroad trestle bridge for bike and pedestrian use.
- 5. Prepare detailed construction plans, specifications, and cost estimates. Cost estimates shall include both asphalt and concrete surfacing options so that UGATA can select optimal surface material based on budget and other project constraints.
- 6. Address environmental considerations and ensure compliance with relevant regulations.
- 7. Secure required permits for all portions of the project.
- 8. Collaborate with UGATA, and relevant stakeholders (City of Greenville, Greenville County, Clemson University, CU-ICar) throughout the project design to understand relevant limitations on trail design while maintaining a quality product.
- 9. Oversee construction bidding process with the relevant local government. This will include but is not limited to: providing final bid package, coordination meetings with Greenville County and City stakeholders, pre bid meeting with contractors, responses to contractor questions, review of shop drawings, and consultation when opening bid responses.

Project Goals

- 1. Ensure the project is feasible for both permitting and construction
- 2. Create a high quality trail experience for users
- 3. Limit construction cost
- 4. Align with the restrictions and desires of easement holders (expansion to follow)

Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- 1. 20% Experience and Qualifications of the Firm and Key Personnel.
- 2. 15% Understanding of the Project Goals and Community Needs.
- 3. 25% Technical Approach and Methodology.
- 4. 15% Quality and Completeness of the Proposal.
- 5. 25% Cost Effectiveness and Value for Money.

Typical Trail Sections

Greenville County has provided typical trail cross sections for the asphalt portions of the trail which has been included in this packet.

Alignment Information

Because of parcel specific information that will be provided in the Parcel Specific Information portion of this document, the route of this trail is relatively firm. If any respondent identifies a problem with the current routing and is able to provide changes that align with the limitations outlined in the parcel information, this is encouraged.

Project Deliverables

Property Survey Three (3) total submittals – 30%, 90%, and Final (100%) Cost estimates at each submittal Each submittal in PDF format with 11x17 paper format as requested Complete file of all permits issued with their conditions Two (2) signed and sealed 24"x36" copies of final plans

Wetland Areas

This project will have limited, if any, interaction with wetlands areas.

Creek Crossings

As outlined in the Parcel Specific Information, the current trail alignment calls for three (3) creek crossings. One crossing will take advantage of the existing trestle bridge. One will take advantage of the existing retention dam. One crossing has no existing infrastructure and a crossing will be constructed as site conditions allow.

Firms are encouraged to take a creative approach to ensure compliance with relevant regulations while managing cost and upholding the user experience. Bridge, boardwalk or culvert type and construction method may be dictated by site conditions and engineering expertise. In house structural engineering is preferred but not required.

Trestle Bridge Retrofitting

This trail alignment takes advantage of the existing trestle bridge over an unnamed Laurel Creek Tributary. Part of this project will be to design, engineer, and permit the retrofitting

of the railroad trestle bridge into a multi-use trail. The bridge is located at the following coordinates (34°48'42.6"N 82°19'25.8"W) and appears to be structurally sound. The selected firm will ensure that the bridge is structurally sound. Photos of the existing bridge are attached but firms are encouraged to inspect the bridge prior to submission.

This bridge will be built to similar standards as other retrofitted trestle bridges on the Swamp Rabbit Trail which use corrugated deck forms under asphalt. An example of the construction type can be found as the Swamp Rabbit crosses the Reedy River at the following coordinates (34.864163087882964, -82.42094921340438). Photos of this bridge example are attached but firms are encouraged to inspect the example bridge prior to submission.

Coordination

As outlined in the Parcel Specific Information, the trail route will cross Millennium Drive, which is a City of Greenville road. The selected firm will work with the City of Greenville Mobility Coordinator and the City of Greenville engineering department to design a street crossing.

As outlined in the parcel specific information, the trail route will take advantage of the existing trestle bridge over a creek. The selected firm will work with the City of Greenville Mobility Coordinator as well as the City of Greenville engineering department and any other relevant bodies to design and permit the retrofitting of the bridge to meet regulations and uphold trail user experience.

Firms are encouraged to submit proof of strong working relationships with relevant utilities. Coordinating to ensure that trail plans will be approved is crucial to project success.

Parcel Specific Information

PHASE I

Greenville County 0273000100800

The proposed trail will be built on the abandoned rail bed that Greenville County purchased for trail construction. A forthcoming Greenville County project that UGATA is not involved with will take the trail from Verdae to Millennium Drive. The project covered by this RFP will continue on the same rail bed from Millennium Drive south-east.

There are no known restrictions on this parcel.

Licar LLC

M010060100204, M010060100205, M010060100212

These three parcels have portions of the abandoned rail bed. Licar plans to develop these parcels in future expansions and has called out trail connectivity on those plans.

The rail line crosses a tributary to Laurel Creek by a trestle bridge. This bridge appears to be in sturdy condition. The chosen firm will design, engineer, and permit the retrofitting of this bridge for bike and pedestrian traffic. Coordination with the City of Greenville Engineering department will be critical for the success of this trail project.

Warehouse Services No 5c LLC M010030100102

Warehouse services has granted an easement to connect the existing rail bed to the existing gravel road. There are no major limitations within the easement area of this parcel. The signed easement agreement is included in this request for proposals.

Clemson University M010030100906

The trail will take advantage of the existing retention dam and gravel road to cross the creek. The selected firm will take care to ensure that there are no structural changes to the dam and that it maintains current levels of functionality. This portion of the trail will require guardrails for the safety of trail users.

This portion of the trail will have occasional truck traffic as outlined in an easement that predates this project. A copy of that agreement can be found in the packet. The selected firm will work with the City of Greenville to design appropriate signage for trail users and drivers. At the request of the easement grantor, this portion of the trail will be paved as wide as is feasible to ensure that truck traffic will not cause deterioration of the edges of the trail.

Licar LLC M010030100907

The trail will continue along the gravel road. This portion of the trail will have occasional truck traffic as outlined in an easement that predates this project. A copy of that agreement can be found in the packet. The selected firm will work with the City of Greenville to design appropriate signage for trail users and drivers. At the request of the easement grantor, this portion of the trail will be paved as wide as is feasible to ensure that truck traffic will not cause deterioration of the edges of the trail.

The trail will cross a small creek at the location that is most suitable. There is no existing infrastructure to cross this creek. The selected firm will design a crossing that follows all regulations and preserves user experience.

At the request of the easement grantor, we will route the trail inside the 50' tree buffer on the southern portion of the parcel. The trail will be routed to maintain as much tree cover as possible.

Submission Instructions

Submission Deadline: All proposals must be received by 5/21/24 at 5pm Eastern Time. Late submissions may not be considered.

Submission Method: Proposals must be submitted in PDF format electronically to sdavis@ugata.org or in hard copy to the following address. Electronic submissions are preferred.

701 Easley Bridge Rd Ste 6070 Bldg 6000 Greenville SC 29611

Cover Page: Include a cover page with the following information:

- Project Name
- Company Name
- Contact Information (Name, Title, Phone Number, Email Address)
- Date of Submission

Table of Contents: Include a table of contents to help reviewers navigate through your proposal.

Executive Summary: Provide a concise summary of your proposal, highlighting key points and benefits.

Technical Proposal: Clearly outline your approach to the project, including:

- Understanding of the project requirements
- Methodology and work plan
- Technical solutions and innovations
- Project timeline and milestones
- Key personnel and their qualifications
- Subcontractors and their roles
- Any assumptions or constraints

Past Experience: Detail relevant projects your company has completed, showcasing your expertise and success in similar projects.

Qualifications: Provide information about your company's technical qualifications, relevant certifications, and memberships in professional organizations.

References: Include two (2) references from previous clients who can speak to your company's performance and capabilities.

Cost Proposal: Provide a detailed breakdown of costs associated with the design engineering phase. This should include:

Design and Engineering Services: Provide a detailed breakdown of costs associated with the design and engineering phase. This should include:

• **Personnel Costs:** Specify the hourly rates for engineers, designers, and other relevant staff involved in the design process.

- **Hours:** Estimate the number of hours each team member will spend on the project. Include in this estimate the time required to coordinate with utilities and stakeholders.
- **Subcontractor Fees:** If any specialized design tasks are subcontracted, detail the associated costs.

Permitting Services: Detail the costs related to obtaining the necessary permits for the project. This should include:

- Permit Application Fees: List the expected fees for each required permit.
- **Consultation Fees:** List any third-party consultations required for permit approvals, provide the associated costs.
- Administrative Costs: Include any administrative expenses associated with permit application and processing.

Bid Management Services: Detail the cost related to overseeing the bidding process with the relevant local government body. This should include:

- **Bid packaging:** List the hourly rate and expected number of hours to package the design for public bid
- **Pre-Bid meeting:** List the hourly rate and expected number of hours to plan and run a mandatory pre-bid meeting
- **Responses to Contractor Inquiries:** List the hourly rate and expected number of hours to respond to contractor inquiries
- **Construction Bid Opening:** Include any expenses associated with reviewing bid responses.

Miscellaneous Costs: Account for any other costs that may arise during the design engineering and permitting phases. This may include but is not limited to printing, document delivery, and communication expenses.

Payment Schedule: Propose a payment schedule that corresponds to project milestones and deliverables.

Schedule: Provide a detailed project schedule with milestones and anticipated completion dates.

Questions and Clarifications: If you have any questions or need clarifications regarding the RFP, submit them via email to Sam Davis (<u>sdavis@ugata.org</u>) by 5/7/24 at 5pm Eastern Time

Conflict of Interest: Declare any potential conflicts of interest that may arise during the project.

Important Dates

RFP Issue Date: 4/29/24

Questions & Clarifications: 5/7/24

Proposal Submission Deadline: 5/21/24

Project Start Date: 5/28/24

Project Completion Date: 12/27/24

Swamp Rabbit Trail Clemson Extension

Planned Greenville County Swamp Rabbit Trail

Proposed Swamp Rabbit Trail Extension

50' tree buffer

ASPHALT TRAIL SECTION



- MINIMIZE TREE REMOVAL AND DISTURBANCE WHEN CLEARING FOR PATHWAYS.
 PREPARE SOIL TO A DEPTH OF 3", CLEAN AND FREE OF ALL ORGANIC LAYER (LEAVES/DEBRIS REMOVED)
 CROSS SLOPE OF TRAIL NOT TO EXCEED 2%.
 CONTRACTOR TO CONTACT GEOTECHNICAL ENGINEER IF ANY UNSUITABLE SOIL CONDITIONS ARE ENCOUNTERED, WHICH MAY COMPROMISE STRUCTURAL INTEGRITY OF PATH.
 ENSURE TRAIL AND SHOULDERS ARE CLEARED OF ALL TREES AND VEGETATION THAT COULD CAUSE ROOT GROWTH BELOW TRAIL BED.
 4" DASHED OR SOLID CENTERLINE (THERMOPLASTIC OR RETRO REFLECTIVE PAINT DEPENDING ON TRAIL CONDITIONS

- CONDITIONS. C EVERY 1/10 OF A MILE PROVIDE ALPHA NUMERIC MILEAGE SYSTEM W/ 4" NUMBERING (THERMOPLASTIC OR RETRO REFLECTIVE PAINT) AND POSTS EVERY 1/2 MILE THAT ARE 2' MIN. FROM EDGE OF TRAIL.

































2005124041 DEED 7 PGS Book: DE 2243 Page: 588-594

December 21, 2006 03:24:43 PM Cons:\$2,221,260.00 Rec:\$10.00 Cnty Tax:\$2,443.65 State Tax:\$5,775.90 FILED IN GREENVILLE COUNTY,SC

Grantee's Address: 110 Daniel Drive Clemson, SC 29631 Attention: Treasurer

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS, that JOHN D. HOLLINGSWORTH ON WHEELS, INC., a South Carolina corporation (Grantor), in consideration of Ten Dollars and other valuable consideration, to the Grantor in hand paid at and before the sealing of these presents by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto CLEMSON UNIVERSITY REAL ESTATE FOUNDATION, INC., a South Carolina nonprofit corporation, its successors and assigns (Grantee), the following described property:

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All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, bounded now or formerly as follows: North by lands of Clemson University Real Estate Foundation, Inc., East by Innovation Drive, South by lands of Hollingsworth Funds, Inc. and lands of BCD Option, LLC, and West by lands of John D. Hollingsworth on Wheels, Inc.; said land being shown as Lot 1B on a Revised Summary Plat for John D. Hollingsworth on Wheels, Inc. and Clemson University Real Estate Foundation, Inc. prepared by Freeland & Associates, Inc. dated September 13, 2005, recorded in the Office of the Greenville County Register of Deeds in Plat Book 50-J, Page 26; Less and Excluding that portion of said land lying within the right of way of Innovation Drive and dedicated to the City of Greenville, South Carolina, by Dedication and Termination of Easement recorded November 13, 2006, in Book 2236, Page 1410; said land being more particularly described according to a more recent survey thereof on Exhibit A hereof; and RESERVING THEREFROM, however, unto the Grantor herein and its affiliates, a non-exclusive easement for vehicular and pedestrian use by Grantor. its affiliates and permitted successors and assigns, on and across the existing gravel road which extends generally in a north south direction across and along the western boundary of Lot 1B herein conveyed and is shown on the Revised Summary Plat identified above. This easement is for the use and benefit of the Grantor and its affiliates to provide access to and from the Plant Property and the Administration Building Property. The Plant Property means the real property of Grantor consisting of approximately 66 acres adjoining Lot 1B herein conveyed on the west being designated as Greenville County Tax Map Numbers M10.3-1-1 and M10.3-1-9.4. The Administration Building Property means the real property of Hollingsworth Funds, Inc. consisting of approximately 17

acres to the south of Lot 1B herein conveyed being designated on the Tax Maps of said County as Number M10.3-1-2 and shown on Plat recorded in Plat Book 35-C, Page 11. In the event of a sale of the Plant Property to a third party (other than an affiliate of Grantor), the easement herein reserved may be assigned to such third party purchaser with the prior written consent of the Grantee, or its successors and assigns as owner of that portion of Lot 1B herein conveyed which abuts said gravel road on the east, which consent shall not be unreasonably withheld or delayed.

The above-described property is a portion of the property conveyed to John D. Hollingsworth on Wheels, Inc. by Deed of John D. Hollingsworth recorded May 21, 1992, in Deed Book 1474, Page 725 and Deed of John D. Hollingsworth recorded October 22, 1982 in Deed Book 1176, Page 33 in the Office of the Greenville County Register of Deeds.

This conveyance is made subject to the easement hereinabove reserved and to the easement rights of Duke Power Company for operation, maintenance and repair of its underground power line adjacent to the gravel road along the western boundary of Lot 1B as shown on the Revised Summary Plat; and subject further to any ad valorem property taxes not yet due and payable, including any rollback or deferred taxes applicable to the property; easements, rights of way and restrictions of record applicable to the property; rights of the public to the use and operation of any public road, street, or highway crossing or abutting the property; rights of upper and lower riparian owners in and to the use of the waters of any streams, creeks or branches crossing or abutting the property and the natural flow thereof, as well as the rights of any others entitled to the continued and uninterrupted flow thereof; and all applicable governmental laws, ordinances and regulations.

TO HAVE AND TO HOLD all and singular the above-described lot of land, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in any wise appertaining unto the Grantee, and the Grantee's successors and assigns, forever.

The Grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and assigns against the Grantor and its successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officer(s), this $\underline{/9^{++}}$ day of December, 2006.

SIGNED, sealed and delivered in the presence of:

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JOHN D. HOLLINGSWORTH
ON WHEELS, INC.
a South Carolina corporation (SEAL)
By Univer C. Ang In
Its: President

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named John D. Hollingsworth on Wheels, Inc., by its duly authorized officer, sign, seal and as its act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

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SWORN to before me this $\underline{/9}^{\text{ff}}$ day of December, 2006.

Notary Public for South Carolina

Notary Public for South Carolina My commission expires: $\frac{2/16/10}{10}$

<u>EXHIBIT A</u>

All that certain piece, parcel or tract of land, with all improvements thereon, lying and being on the western side of Innovation Drive in the City and County of Greenville, State of South Carolina; bounded now or formerly as follows: North by lands of Clemson University Real Estate Foundation, East by Innovation Drive, South by lands of BCD Option, LLC, Hollingsworth Funds, Inc. and John D. Hollingsworth on Wheels, Inc., and West by lands of John D. Hollingsworth on Wheels, Inc.; said land being shown as 36.18 acres on a plat of survey entitled "ALTA/ACSM Land Title Survey prepared for Clemson University Real Estate Foundation, Inc. ("CUREF")" prepared by Site Design, Inc., dated December 12, 2006, recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1027 at Page 132, having the metes and bounds shown thereon, which plat is incorporated herein by reference and made a part of this description.

STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE)

BOOK: 2243 PAGE: 592

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 at Innovation Drive, bearing Greenville County Tax Map Number Pt of M10.3-1-9, was transferred by John D. Hollingsworth on Wheels, Inc. to Clemson University Real Estate Foundation, Inc. on December _____, 2006.
- 3. Check one of the following: The deed is

(a)	X	subject to the deed recording fee as a transfer for consideration paid or to be paid
(b)		in money or money's worth. subject to the deed recording fee as a transfer between a corporation, a partnership,
(0)		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)		exempt from the deed recording fee because (See Information section of affidavit):
		(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 he agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

- 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) Х The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$2,221,260.00. (b) The fee is computed on the fair market value of the realty which is _____ The fee is computed on the fair market value of the realty as established for (c) property tax purposes which is ______. 5. Check Yes_____ or No X 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 this lien or encumbrance is: ______. 6. The deed recording fee is computed as follows: (a) Place the amount listed in item 4 above here: \$2,221,260.00 (b) Place the amount listed in item 5 above here \$-0-(If no amount is listed, place zero here.) Subtract Line 6(b) from Line 6(a) and place result here: (c) \$ 2,221,260.00 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is
- \$8,219.55.
- 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Guarantor.

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.

John D. Hollingsworth of Wheels, Inc Responsible Person Connected with the Transaction

SWORN to before me this / 9 2006 day of furner a man Quatter Notary Public for SC

William E. Henderson, Pres. Print or Type Name Here

INFORMATION

9.

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 reality 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;
- transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including (2)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
- that constitute a contract for the sale of timber to be cut, (7)
- (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 reality 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 entitles "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; 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 heu of foreclosure executed by the mortgagor or deed 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.

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(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(US.C. Section 791(a) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD 2006124041 Book: DE 2243 Page: 588-594 December 21, 2006 03: 24: 43 PM

1059199

TRAIL EASEMENT

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

PROJECT: RECREATIONAL TRAIL

) Tax Map No. M010030100102

1. KNOW ALL MEN BY THESE PRESENTS: That the below signed owner ("Grantor") in consideration of \$10.00 and no other consideration, the receipt and sufficiency of which are hereby acknowledged, paid by Upstate Greenways and Trails Alliance, a South Carolina nonprofit corporation, ("Grantee"), does hereby grant, bargain, sell, convey and quitclaim without warranty of any kind unto the said Grantee, its permitted successors and assigns, a permanent and perpetual easement and right of way ("Trail Easement") in and over Grantor's real property which is described in Exhibit A ("Property"), which exhibit is attached hereto and incorporated herein for all purposes, but solely in the Easement Area, as that term is hereinafter defined, such Trail Easement being only for the purposes of grading, constructing, installing, and, if desired by Grantee, paving, a recreational trail for use by members of the public at large subject to the conditions and limitations set forth herein.

2. The Trail Easement granted herein together with the improvements associated therewith, shall be situated within the Property at a location subject to the prior approval of Grantor , which approval may be withheld in Grantor's reasonable discretion. After final construction and installation of the trail and associated improvements, the Trail Easement granted herein shall be limited to an area extending 30 feet wide, extending 15 feet on each side of the center line of the same (the "Easement Area") and this Trail Easement shall no longer be in force or effect thereafter as to those portions of the Property outside the Easement Area. For the purpose of clarity, the approximate intended location of the Easement Area is shown in **Exhibit B**, contained herein. Grantor reserves the right to replace this Trail Easement Area that is consistent with the terms described herein.

3. The Trail Easement conveys to Grantee, its successors and assigns, the following, subject to the terms and conditions hereof: the right to enter the Easement Area to construct, maintain and operate within the limits of same, bikeways and walking trails and other appurtenances and adjuncts thereto deemed by the Grantee to be necessary only for the purposes set forth herein; to make such changes, renewals, substitutions, replacements and additions within the Easement Area from time to time as said Grantee may deem desirable, and the right to allow the general public to travel over the Easement Area for recreational purposes, under such terms and conditions as may be set forth by Grantee, as may be, from time to time, amended; the right at all times to cut away and keep clear of said Easement Area any and all vegetation that might, in the reasonable opinion of Grantee, endanger or injure any improvements located within the Easement Area or interfere with proper operation or maintenance; the right, but not the obligation, to cut, fell and remove any and all trees located upon the area adjacent to the Easement Area which, in the opinion of Grantee, may create a danger or potential for injury to the improvements located within the Easement Area, or to the public in the use of said Trail Easement; provided that the failure of Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same. Despite the foregoing, other than maintenance vehicles being used for maintenance of the Easement Area, no motorized vehicles shall be allowed in the Easement Area. The Easement Area may not be used for general roadway purposes. For the purpose of maintenance of the Easement Area, Grantor gives to Grantee a freely revocable license to use roadways existing on the Property for ingress and egress to the Easement Area, provided that in no way should such license interfere with Grantor's right to close, remove, relocate, or otherwise change the roadways located on the Property. Grantee's license shall additionally be subject to all other terms, conditions, and restrictions contained herein.

4. 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 reasonable opinion of the Grantee, injure, endanger or limit access to the Easement Area, improvements and their appurtenances and adjuncts. Nothing herein however shall restrict any use of any property outside of the Easement Area by Grantor, provided such use does not adversely affect the Easement Area. Further, at any time and from time to time after the establishment of the Easement Area, Grantor may, in its sole discretion and at its sole cost an expense, move the Easement Area upon the Property and reconstruct any improvements located upon the Easement Area, and upon such movement and construction, such replacement Easement Area shall become the sole Easement Area. In the event Grantor exercises the right to relocate the Easement Area, the then existing Easement Area shall not be closed, removed, or otherwise altered until such time as the replacement Easement Area becomes complete and open for use.

5. All other or special terms and conditions of this right of way are as follows: the second se

This Trail Easement will automatically terminate and be of no further force and effect if Grantee does not begin construction of any improvements in the Easement Area within ten (10) years from the date of recordation of this easement. Grantor in such case may also record a notice of termination. If Grantee does begin construction of improvements within ten (10) years, and thereafter complies with all Continuing Condition Precedent, this Trail Easement may only be thereafter terminated by a recorded termination signed by Grantor and Grantee or their heirs, successors and assigns.

7. This Trail 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 so long as the Continuing Conditions Precedent remain satisfied. As used herein, a "Continuing Condition Precedent" are those obligations of the Grantee that are herein identified as such. The continuing satisfaction of the Continuing Conditions Precedent are conditions to the continued existence of this Trail Easement. In the event that any Continuing Conditions Precedent is not satisfied at any time or from time to time, Grantor may send notice to Grantee of the nonsatisfaction. If such nonsatisfaction is not remedied to the reasonable satisfaction of the Grantor within thirty (30) days of such notice, this Trail Easement shall terminate, and Grantor may record a notice of termination.

7. Strict Construction Against Expansion. Nothing contained in this Trail Easement shall or shall be deemed to constitute a gift or dedication of any portion of the Easement Area to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of Grantor and Grantee that the Easement shall be strictly limited to and for the purposes expressed herein. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Trail Easement nor to any of the rights and privileges conferred herein. This Trail Easement may not be leased or licensed to any person, entity or government entity of any kind. This Trail Easement and any rights hereunder may not be sold, dedicated, conveyed, assigned or transferred in any way to the State of South Carolina, any county, municipality or to any other governmental entity. The foregoing notwithstanding, Greenville County shall be a permitted successor or assign of this Trail Easement. Any action in violation of this paragraph shall be deemed a violation of a Continuing Condition Precedent.

8. Indemnity. As a Continuing Condition Precedent, Grantee and its successors and assigns shall defend, indemnify and hold Grantor, its successors and assigns and their respective officers, directors, agents, members managers and employees, and any mortgagee of the Property (the "Indemnified Parties"),

harmless from and against any loss, damage, liability, costs, expenses, or claim for injury to persons, including death, or damage to property (including reasonable fees and attorneys' costs) arising out of: (i) any use of the Trail Easement or Easement Area by Grantee, any members of the public at large, Grantee's agents, contractors, invitees, grantees, employees and representatives (collectively, the "Grantee Parties") (ii) any use of the Property by any of the Grantee Parties, it being understood, however, that the Grantee Parties are not permitted on the Property other than in the Easement Area, and/or (iii) any condition of the Property.

9. Nondisturbance. As a Continuing Condition Precedent, Grantee will not unreasonably interfere with the activities of Grantor and any of its agents, contractors, tenants, licensees, guests, invitees, grantees, employees, representatives, successors (including, without limitation, any and all successors in title to the Property) and assigns (collectively, the "Grantor Parties") in connection with its operations in the Trail Easement. As a Continuing Condition Precedent, Grantee shall use commercially reasonable efforts to ensure all of the Grantee Parties to remain in the Easement Area and not upon any other part of the Property.

10. Insurance. As a Continuing Condition Precedent, Grantee shall maintain an occurrence form comprehensive general liability policy, including insurance against assumed liability under this Easement with respect to use of the Trail Easement by any of the Grantee Parties, with a minimum combined single limit of \$1,000,000 per occurrence for personal injury or death or damage to property while on the Easement Area or arising from the conduct or arising from the acts or omissions of such Grantee Parties upon the Easement Area and any improvement thereon. Grantee shall name the Grantor, or each of the then-owners of the Property, as an additional insured(s) on such policy of insurance required herein. Further, given the long term nature of this easement, Grantor may by notice to Grantee, no more often than every five years, increase the amount of insurance required hereunder to reflect Grantee's reasonable insurance requirements.

11. Repair. As a Continuing Condition Precedent, Grantee will, at its sole cost and expense and promptly after completion of its work, repair or replace any and all of the surface soil and the paving as may be disturbed or damaged in connection with the use of the Easement Area by Grantee's construction vehicles and equipment, construction personnel and delivery and transport of construction materials, or as a direct result of the exercise of its rights herein granted. Grantee shall also be responsible for all measures reasonably necessary to protect any property adjacent to the Easement Area and the property and improvements therein from damage due to the activities of and of the Grantee Parties under this Easement. As a Continuing Condition Precedent, any damage to such property or improvements shall be promptly repaired by Grantee. In the event Grantee fails to take any action required by this paragraph, Grantor shall have the right, but not the obligation, to perform any such action, and the cost thereof shall be payable on demand by Grantee.

12. Liens. As a Continuing Condition Precedent, Grantee shall not permit or cause any construction, mechanics', laborers', materialmen's or other similar liens to attach to the Property or Easement Area that arise by, through or by virtue of any activities of any Grantee Party. If, despite the foregoing, Grantee permits or causes any such liens to attach to the Grantor Property, Grantee shall promptly cause such lien or liens to be discharged or bonded over in compliance with the laws of the State of South Carolina so as to remove the lien from the Property.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement.

14. Waiver of Claims Related to Water. Grantee recognizes that stormwater, groundwater, surface

water, snow, ice or other water in any state or condition and items and substances carried by the same (the "Waters") may run from the Property through the Easement Area. In consideration of the granting of this Easement, Grantee for itself and all of the Grantee Parties forever, both during the term of this Easement and thereafter, waives any all claims rights, actions losses, damage, liability, costs, expenses and claims of any kind related to such Waters.

15. Notices. Whenever any notice, request, or similar communication (a "Notice") is required or permitted to be made or given under this Agreement then the Notice shall be given in writing and shall be deemed to be served and given if (i) delivered in person to the address of the party to whom the Notice is given (such Notice to be effective upon delivery); (ii) placed in the United States Mail, postage prepaid, certified mail, return receipt requested addressed to such party (and Notice given in such fashion shall be effective on the third business day after same has been made as described herein); or (iii) sent by Federal Express or similar overnight carrier service, prepaid and addressed to such party for next business day delivery (such Notice to be effective when delivered to the applicable address). The addresses of the parties for the purposes hereof are as follows:

Grantor: Grantor: Grantor at lide I honoren terimen son eru ni ambulant, voilog gilideil lenanse o deredraptuo

Warehouse Services No. 5C LLC 58 S Burty Road Piedmont, SC 29673

Grantee: Upstate Greenways and Trails Alliance Matthew Hudson-Flege 701 Easley Bridge Road Ste 6070

Greenville SC 29611 With Copies to: Greenville County Attn: Ty Houck 4806 Old Spartanburg Road Taylors, SC 29687

TO HAVE AND TO HOLD all and singular the right to the Grantee, its successors and assigns .

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.

A none compared to the Appendian into be recented in one or more counterparts, each of where when a deemed on original but all of which together shall constitute one and the seme document. In which on as Appendent may contain more than one counterpart of the signature page is, all of which signature appendent to subtract to one counterpart of the signature page is, all of which signature appendent to subtract to one counterpart of the signature page is all of which signature

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IN WITNESS WHEREOF the hand and seal of Grantor herein has hereunto been set this 13^{+h} day of October, 2023.

SIGNED, sealed and delivered in the presence of:

Signature of Witness #1

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Signature of Witness #2 (or notary)

GRANTOR:

Warehouse Services No 5C LLC By: WAREHOUSE SERVICES No. 5, LLC, its Member By: WAREHOUSE SERVICES, INC., as Manager

By: Barry Cox Its: President

COUNTY OF GREENVILLE

I, the undersigned notary public, in and for the County and State aforesaid, do hereby certify that Barry Cox, by and through its authorized representative as Grantor, personally appeared before me this 13^{++} day of December, 2023 and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 13th day of December, 2023.



ACKNOWLEDGEMENT

other with the row line of Lot 4 N. ST-25-06 W for (20 63 6

Notary Public for South Carolina

My commission expires: 10/3/2032



EXHIBIT A

December

(PROPERTY DESCRIPTION)

All that certain piece, parcel or tract of land situate, lying and being on the northern side of Laurens Road in the County of Greenville, State of South Carolina, known and designated as Lot No. 1, containing 45.404 acres, more or less, as shown and more fully described by metes and bounds on plat of survey entitled "Boundary Plat for John D. Hollingsworth on Wheels, Inc." prepared by Freeland & Associates, Inc. dated September 10, 2015, and recorded in Plat Book 1242, page 34 in the Office of the Register of Deeds for Greenville County; which plat is incorporated herein by reference and made a part of this description.

TMS# M010030100102

ALSO: All that certain piece, parcel or tract of land situate, lying and being off of Laurens Road in the County of Greenville, State of South Carolina containing 0.079 acres, more or less, and having according to plat of survey entitled "ALTA/NSPS Land Title Survey for John D. Hollingsworth on Wheels, Inc. and Warehouse Services No. 5C, LLC" prepared by Freeland & Associates, Inc. dated September 10, 2015, last revised June 16, 2016, the following metes and bounds, to-wit:

Commencing at a 1/2" rebar iron pin at the joint comer of property designated as Lot 4 on plat of survey recorded in Plat Book 1242 at page 34 and property now or formerly of WF-GCA Innovation LLC and running with the line of said property N. 15-23-32 E. for 892.57 feet to a 1/2" rebar iron pin; thence turning and running with the rear line of Lot 4 N. 53-25-06 W. for 420.63 feet to a 1/2" rebar iron pin; thence continuing with the rear line of Lot 4 N. 52-52-01 W. for 32.23 feet to iron pin at the joint rear comer of Lot 3 and Lot 4; thence running with the line of Lot 3, N. 52-52-01 W. 142.36 feet to a 5/8" rebar iron pin, the True Point of Beginning; thence from said True Point of Beginning thus established turning and running with the line of Lot 3, S. 61-26-10 W. for 50.20 feet to an iron pin; thence N. 33-23-11 W. for 96.65 feet to a point; thence N. 61-26-10 E. for 21.63 feet to a point; thence S. 49-25-05 E. for 103.06 feet to the True Point of Beginning. Said tract contain 60079 access (94-55 sq. ft.), more of less.

Portion of TMS# M0100101009.00

ALSO: All that certain piece, parcel or tract of land situate, lying and being off of Laurens Road in the County of Greenville, State of South Carolina containing 0.053 acres, more or less, and having according to plat of survey entitled "ALTA/NSPS Land Title Survey for John D. Hollingsworth on Wheels, Inc. and Warehouse Services No. 5C, LLC" prepared by Freeland & Associates, Inc. dated September 10, 2015, last revised June 16, 2016, the following metes and bounds, to-wit:

Commencing at a 1/2" rebar iron pin at the joint comer of property designated as Lot 4 on plat of survey recorded in Plat Book 1242 at page 34 and property now or formerly of WF-GCA Innovation LLC and running with the line of said property N. 15-23-32 W. for 892.57 feet to a 1/2" rebar iron pin; thence turning and running with the rear line of Lot 4 N. 53-25-06 W. for 420.63 feet to a 1/2" rebar iron pin; thence continuing with the rear line of Lot 4 N. 52-52-01 W. for 32.23 feet to iron pin at the joint rear comer of Lot 3 and Lot 4; thence running with the line of Lot 3, N. 52-52-01 W. 142.36 feet to a 5/8" rebar; thence N. 49-25-05 W. for 103.06 feet to an iron pin, the True Point of Beginning; thence from True Point of



Portion of TMS# M0100301009.00

ALSO: All that certain piece, parcel or tract of land situate, lying and being off of Laurens Road in the County of Greenville, State of South Carolina containing 2.446 acres, more or less, and having according to plat of survey entitled "ALTA/NSPS Land Title Survey for John D. Hollingsworth on Wheels, Inc. and Warehouse Services No. 5C, LLC" prepared by Freeland & Associates, Inc. dated September 10, 2015, last revised June 16, 2016, the following metes and bounds, to-wit:

Commencing at a 1/2" rebar iron pin at the joint comer of property designated as Lot 4 on plat of survey recorded in Plat Book 1242 at page 34 and property now or formerly of WF-GCA Innovation LLC and running with the line of said property N. 15-23-32 E. for 892.57 feet to a 1/2" rebar iron pin; thence turning and running with the rear line of Lot 4 N. 53-25-06 W. for 420.63 feet to a 1/2" rebar iron pin; thence continuing with the rear line of Lot 4 N. 52-52-01 W. for 32.23 feet to iron pin at the joint rear comer of Lot 3 and Lot 4; thence running with the line of Lot 3, N. 52-52-01 W. for 142.36 feet to a 5/8" rebar, the True Point of Beginning; thence from the True Point of Beginning thus established thence N. 49-25-05 W. for I 03 .06 feet to a point; thence N. 39-00-38 W. for 219.96 feet to a point at the comer Lot No. 1 as shown on plat recorded in Plat Book 1242 at page 34; thence turning and running with the line of Lot 1, N. 37-24-18 E. for 680, 70 feet to a point; thence S. 66-21-32 E. for 3 7.48 feet to a point; thence along a curve concave to the southeast having a radius of 179.54 feet, an arc length of 9.57 feet and a bearing and distance of S. 53-46-11 W. for 9.56 feet to an iron pin; thence along a curve concave to the southeast having a radius of 456.08 feet, an arc length of 63.80 feet and a bearing and distance of S. 48-18-26 W. for 63.75 feet to an iron pin; thence along a curve concave to the southeast having a radius of 194.09 feet, an arc length of 79.1 1 feet and a bearing and distance of S. 32-35-01 W. for 78.56 feet to an iron pin; thence along a curve concave to the east having a radius of 807.78 feet, an arc length of 72.61 feet and a bearing and distance of S. 18-19-17 W. for 72.59 feet to an iron pin; thence along a curve concave to the east having a radius of 239.16 feet, an arc length of 85.35 feet and a bearing and distance of S. 05-32-16 W. for 84.90 feet to an iron pin; thence along a curve concave to the west having a radius of 496. 77 feet, an arc length of 98.40 feet and a bearing and distance of S. 00-58-46 W. for 98.24 feet to an iron pin; thence S. 06-39-21 W. for 68.93 feet to an iron pin; thence along a curve concave to the west having a radius of 356.74 feet, an arc length of 68.67 feet and a bearing and distance of S. 10-24-08 W. for 68.57 feet to an iron pin; thence S. 15-54-16 W. for 73.55 feet to an iron pin; thence S. 18-40- 40 W. for 65.55 feet to an iron pin; thence S. 27-36-47 W. for 64.18 feet to an iron pin; thence S. 30-39-53 E. for 33.59 feet to an iron pin; thence S. 31-37-15 W. for 50.80 feet to the True Point of Beginning. Said tract contains 2.446 acres (106,570 sq. ft.), more or less.

TMS# M010030100900

ALSO: All that certain piece, parcel or tract of land situate, lying and being off of Laurens Road in the County of Greenville, State of South Carolina containing 0.606 acres, more or less, and having according to plat of survey entitled "ALT A/NSPS Land Title Survey for John D. Hollingsworth on Wheels, Inc. and

Warehouse Services No. 5C, LLC" prepared by Freeland & Associates, Inc. dated September 10, 2015, last revised June 16, 2016, the following metes and bounds, to-wit:

Commencing at a 1/2" rebar iron pin at the joint comer of property designated as Lot 4 on plat of survey recorded in Plat Book 1242 at page 34 and property now or formerly of WF-GCA Innovation LLC and running with the line of said property N. 15-23-32 E. for 892.57 feet to a 1 /2" rebar iron pin; thence turning and running with the rear line of Lot 4 N. 53-25-06 W. for 420.63 feet to a 1/2" rebar iron pin; thence continuing with the rear line of Lot 4 N. 52-52-01 W. for 32.23 feet to iron pin at the joint rear comer of Lot 3 and Lot 4; thence running with the line of Lot 3, N. 52-52-01 W. 142.36 feet to a 5/8" rebar, thence N 49-28-05 W for 103.06 feet to a point; thence N. 39-00-38 W. for 219.96 feet to a point at the comer Lot No. 1 as shown on plat recorded in Plat Book 1242 at page 34; thence turning and running with the line of Lot 1; N. 3 7-24-18 E. for 680. 70 feet to a point, the True Point of Beginning; thence from the True Point of Beginning thus established and running with the line of Lot I N. 37-24-10 E for 370.35 feet to an iron pin; thence along a curve concave to the west having a radius of 417 .55 feet, an arc length of 135.82 feet and a bearing and distance of S. 02-36-01 W. for 135.22 feet to an iron pin; thence S 12-38-38 W for 68.74 feet to an iron pin; thence along a curve concave to the west having a radius of 76.45 feet, an arc length of 50.55 feet and a bearing and distance of S. 33-24-28 W. for 49.64 feet to an iron pin; thence along a curve concave to the northwest having a radius of 199.17 feet, an arc length of 64.20 feet and a bearing and distance of S. 61-28-40 W. for 63.92 feet to an iron pin; thence along a curve concave to the southwest having a radius of 490.80 feet, an arc length of 32.69 feet and a bearing and distance of S. 72-55-16 W. for 32.68 feet to an iron pin; thence along a curve concave to the southwest having a radius of 179.54 feet, an arc length of 60.64 feet and a bearing and distance of S. 64-58-18 W. for 60.35 feet to a point; thence N. 66-21-32 W. for 37.48 feet to the True Point of Beginning. Said tract contains 0.606 acres (26,418 sq. ft.), more or less.

These being portions of the property conveyed to Warehouse Services No. 5C, LLC, an Indiana limited liability company, by Deed from John D. Hollingsworth on Wheels, Inc., dated June 27, 2016, and recorded June 28, 2016, in the Office of the Register of Deeds for Greenville County, SC in Deed Book DE 2491 at Page 305-310.

TOGETHER WITH, access in and to that certain non-exclusive easement for vehicular and pedestrian use on and across the existing gravel road shown on Revised Summary Plat for John D. Hollingsworth on Wheels, Inc. and Clemson University Real Estate Foundation, Inc. recorded in Plat Book 50-J at page 26, as reserved in deeds from Grantor to Clemson University Real Estate Foundation, Inc. recorded in Deed Book 2243 at page 588 and Deed Book 2170 at page 554, Office of the Register of Deeds for Greenville County.

ALSO: An the central place parcel or not of bod direct bong and being off of Laudeo Radio Radio Bandio Bandio Camp of Encounties, suste of South Circles: or manifer 0.600 acces used of less and backy execution of old or survey enclosi "ALT ANST'S Laud Link Survey for Laud B. Halling worth on Waster, Ise and



EXHIBIT B (INTENDED EASEMENT AREA)

RESONALLY appeared before not include endersized, who heing dely from a posses and appe

a Dave read for miomistica on this articlerit and J understand such more than a vent.

2. The property being transferred burean as the Trait Frances. And being a part of the property being transferred by Wardoure Served to Static Property Creans the County TMSS AND roboticates a south Conduct property experiment, on December 13th, 2023

. Check one of the following: The deed i

(a) ______ subject to the deed recording for as a transfer for considuration paid or to be paid on money or money's worth.

(b) an jost to the deed recording focus a transfer between a constation, a patheories, or other entity and a stockholder, pariner, or owner of the entity, or is a transfer to a most or as a distribution to a trust beneficiary.

(c) XX even pt from the deed recording fee because (See incomption section of affine very

it exempt. please skip items 4 - 7, and go to stem 8 of this aifidavit)

Il exempt order events for a later described in the Information section of this strider while opent and principal relationship exist in the time of the original sale and was the partmer of the relationship to pu classe the reality? Check Yes ______ of No.

b. Check one of the following it effect item 3(a) or item 3(b) above has been checked (Second Information Section of this affidavit.)

(a) The feers computed on the consideration paid or to be paid in money as more y more being to the

The here is computed on the four market value of the really which is for the is computed on the foir market value of the realty as established for property tax. (yes which is 5

or maily before the transfer and remained on the land, can need, or really after the

STATE OF SOUTH CAROLINA) AFFIDAVIT FOR COUNTY OF GREENVILLE

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# M010030100102 was transferred by Warehouse Services No 5c LLC to Upstate Greenways and Trails Alliance, a South Carolina nonprofit corporation, on Peterson, 13ª, 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

My Commission Expires: 10/3/2032

Notary (L.S.): Notary (printed name): Samuel Davis 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 reality." 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 quitelaim 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.

Reember 2023



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 argume 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:

WAREHOUSE SERVICES NO. 5C LLC

By: WAREHOUSE SERVICES NO. 5, LLC, as Member By: WAREHOUSE SERVICES, INC., as Sole Manager

By:_____ Barry E. Cøx

President

SWORN to and subscribed before me this <u>3</u>th day of <u>December</u> <u>2023</u> Notary Public for South Carolina



