



APPLICANT/OWNER INFORMATION

*Indicates Required Field

	APPLICANT	PROPERTY OWNER
*Name:	RT Calhoun Memorial LLC - Ross Cowan	Freeman Real Estate, LLC-Dorothy Freeman
*Title:	Manager	Sole Member
*Address:	1090 Morrison Drive, Ste 200	311 Cardinal Drive
*City, State:	Charleston, SC	Easley, SC
*Zip:	29403	29642
*Phone:	917-520-1392	N/A
*Email:	ross@cowannakios.com	dorothymfreeman1955@gmail.com

LEGAL REPRESENTATIVE (if applicable)

Name:	
Title:	
Address:	
Phone:	
Email:	

PROPERTY INFORMATION

*PARCEL #(S) 5039-19-61-2348

*TOTAL ACREAGE 12.014

*CURRENT ZONING DESIGNATION (County) Out Building

*PROPOSED ZONING DESIGNATION (City) GC

TYPE OF ANNEXATION

*Please select one (1) type: 100% 75% 25%

For 100% and 75% Annexations, please include the corresponding Annexation Petition with the application submittal.

INSTRUCTIONS

1. The applicant is strongly encouraged to schedule a pre-application conference with the Zoning Administrator prior to the scheduled submission deadline. Call (864)-855-7908 to schedule an appointment.
2. Staff will review the application for "completeness". If the application is deemed incomplete, staff will notify the applicant and request that the application be revised and resubmitted to address incompleteness. In this event, the item will be postponed to a subsequent regularly scheduled planning commission meeting. A complete application includes: application filled out, payment for the annexation fee (**\$250.00**), payment for the rezoning fee (**\$200.00** - if applicable), (2) copies of a current survey for the property (sized 8.5" x 11"), and the legal description of the property.
3. **A completed application is required for each separate parcel.**
4. **Public Notice Requirements.** Annexation applications require (1) Planning Commission and (2) City Council public hearings. It is the applicants responsibility to post the required public notice signs on the subject property(s) at least 15 days prior to the scheduled public hearings. See Section 4.1.4. Public Notice in the Unified Development Ordinance (UDO) for more information.
5. **Please read carefully:** The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

In addition, the applicant affirms that the applicant or someone acting on the applicant's behalf has made a reasonable effort to determine whether a deed or other document places one or more restrictions on the property that preclude or impede the intended use and has found no record of such a restriction. If the planning office by separate inquiry determines that such a restriction exists, it shall notify the applicant. If the applicant does not withdraw or modify the application in a timely manner, or act to have the restriction terminated or waived, then the planning office will indicate in its report to the planning commission that granting the requested change would not likely result in the benefit the applicant seeks.

Furthermore, my signature (applicant) indicates that I understand and consent that this matter will appear before the Planning Commission for consideration and that any recommendation, for approval or denial, by the Planning Commission will be presented to the City Council.

_____ ***APPLICANT SIGNATURE**
 3/25/26 **DATE**

6. *Pursuant to S.C. Code Ann. § 6-29-1145, I hereby attest that the tract or parcel of land subject to this application IS NOT restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the requested activity.

Initial: *RMC DMJ*

*Signatures	
Applicant	<i>[Signature]</i>
Date	3/25/26
Property Owner/Authorized Agent	<i>Donathy M. Freeman</i>
Date	3/24/26

PETITION FOR ANNEXATION
INTO THE CITY OF EASLEY

Date: 3-24-26

TO THE MAYOR AND MEMBERS OF THE CITY COUNCIL OF EASLEY, SOUTH CAROLINA:

I/We, the undersigned, being the owner(s) of the area of land described below and shown on the plat attached hereto, and made a part of this Petition, do hereby petition your Honorable Body under the provisions of Section 5-3-150(3) of the 1976 Code of Laws of South Carolina, as amended, to annex the property herein described to the City of Easley so that said area shall henceforth be a part and parcel of the incorporated limits of the City of Easley. Said area is contiguous with the present City Limits of the City of Easley. Said area annexation shall be on the following terms:

PROPERTY ZONING: The owner(s) of the property requested to be annexed, which is set forth in the metes and bounds description as attached, request the property to be zoned under the classification GC of the City of Easley Zoning Ordinance.

PROPERTY DESCRIPTION: The petitioning area to be annexed is shown on a plat hereto attached and more particularly described as follows:

Property Location: South side of Calhoun Memorial Hwy (US 123)

Tax Parcel # 5039-19-61-2348 Area (acres): 12.01

Does this property have any recorded covenant and or restrictions YES _____ NO X

OWNER(s) NAME(s): Freeman Real Estate, LLC - Dorothy Freeman

Address: 311 Cardinal Drive, Easley, SC 29642

Home Phone: _____ Cell Phone: _____ Work Phone: N/A Email: dorothymfreeman@gmail.com

APPLICANT(s) NAME(s) (if other than owner): RT Calhoun Memorial LLC - Ross Cowan

Address: 1090 Morrison Drive, Ste 200, Charleston, SC 29403

Home Phone: _____ Cell Phone: 917-520-1392 Work Phone: _____ Email: ross@cowannakios.com

"Subdivision Restrictions" A search has been done to determine that this zoning request will meet the current subdivision restrictions.

DESIGNATION OF AGENT: (complete only if owner(s) is not applicant)

I/We hereby appoint the person(s) named as Applicant(s) as my/our agent(s) to represent me/us in this request for annexation.

Date: 3-24-26

Dorothy M. Freeman
Signature of Owner

Signature of Owner

I/We certify that the information in this request is correct.

Date: 3-24-26

Dorothy M. Freeman
Signature of Owner(s)

From: Freeman Real Estate, LLC

Re: TMS #5039-19-61-2348

March 16, 2026

To whom it may concern,

We, Freeman Real Estate, LLC, own TMS #5039-19-61-2348 and we authorize RT Calhoun Memorial LLC and Cypress Engineering to submit for the Annexation into the City of Easley and to negotiate the Development Agreement for the proposed project.

Please contact me if there are any questions.

Regards,

Dorothy M. Freeman
Signature

3-24-26
Date

Dorothy M. Freeman
Print Name & Title

I, the undersigned Notary Public, do hereby certify that Dorothy M. Freeman, personally appeared before me this day and acknowledged the due execution of the foregoing instrument

WITNESS my hand and seal this 24 day of March, 2026.

L. D. Martin
Notary Public for South Carolina
My Commission Expires: July 6, 2027



STATE OF SOUTH CAROLINA)
) DEED
COUNTY OF PICKENS)

KNOW ALL MEN BY THESE PRESENTS, that, **FREEMAN 123, A LIMITED PARTNERSHIP** (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other consideration, to the Grantor in hand paid at and before the sealing of these presents by **FREEMAN REAL ESTATE, L.L.C.**, (hereinafter called "Grantee"), (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Grantee, its heirs, successors and assigns:

REAL ESTATE DESCRIPTION ATTACHED

Grantee's Address: 311 Cardinal Drive, Easley, SC 29642

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

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

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said Grantee, its Heirs, Successors and Assigns forever.

And the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its Heirs, Successors and Assigns against itself and its heirs, successors and assigns, and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

Property Description

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, being known and designated as Tract "B" containing 21.827 acres, more or less, and being located on U.S. Highway 123, East of Easley SC, according to a plat thereof for Dorothy M. Freeman and J. Wayne Freeman by Robert R. Spearman dated March 23, 1994, and recorded in Pickens County Plat Book 224 at Page 9, with reference being made to said plat for a more particular description of this property.

LESS AND EXCEPT:

That certain parcel or tract of real property lying situate in Pickens County, South Carolina and more particularly described as follows: ALL of New Lot 4A as shown on that certain subdivision plat prepared by SC Easley CMH, LLC by Survey Matters, LLC, dated September 18, 2015 and recorded in Plat Book 602 at Page 218 in the Office of the Register of Deeds for Pickens County, South Carolina.

This being the identical property conveyed to SC Easley, CMH, LLC by deed of Freeman 123, a Limited Partnership dated October 13, 2015 and recorded October 16, 2015 in the Deed Book 1720 at Page 205 in the Office of the Register of Deeds for Pickens County, South Carolina. Subsequently, a Corrective Deed was recorded January 25, 2016 in Deed Book 1742 at Page 75 in the Office of the Register of Deeds of Pickens County, South Carolina.

Tax Map Number: Portion of 5039-19-61-2410

ALSO LESS AND EXCEPT:

Those certain parcels or tracts of real property lying and situate in Pickens County, South Carolina and more particularly described as follows:

ALL of Lots 1 and 2 as shown on that certain subdivision plat recorded in Plat Book 596, Page 203 in the Office of the Register of Deeds for Pickens County, South Carolina.

This being the identical property conveyed to Quicktrip Corporation by deed of Wells Fargo Bank, N.A., Successor Trustee by merger to Wachovia Bank, N.A., as Trustee under Agreement with Freeman 123, a Limited Partnership dated November 1, 2002, recorded September 28, 2011 Deed Book 1410 at Page 321 in the Office of the Register of Deeds for Pickens County, South Carolina.

Tax Map Numbers: 5039-19-62-0185; Portion of 5039-19-61-1559

DERIVATION: This being the identical property conveyed to Freeman 123, a Limited Partnership by Deed of Dorothy M. Freeman dated August 21, 2003 and recorded October 2, 2003 in Deed Book 766 at Page 138 in the Office of the Register of Deeds for Pickens County.

Tax Map Number: 5039-19-61-1941

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

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 is located at _____, bearing Pickens County Tax Map Number 5039-19-61-1941, was transferred by Freeman 123, a Limited Partnership to Freeman Real Estate, LLC on _____.
- 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) Exempt from the deed recording fee because (See information section of affidavit):

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

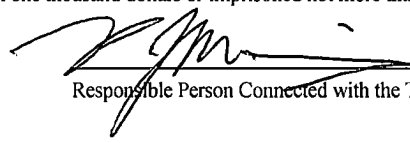
If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ or No _____

- 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 _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
- 5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is _____.
- 6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: _____

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

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

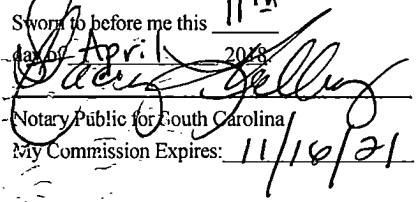
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible Person Connected with the Transaction

Peter J. Manning

Print or Type Name Here

Sworn to before me this 11th
April, 2023


Notary Public for South Carolina
My Commission Expires: 11/16/21

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, the other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are Deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A 'family partnership' is a partnership whose partners are all members of the same family. A 'family trust' is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. 'Family' means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A 'charitable entity' means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided no consideration of any kind is paid or to be paid for 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 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; and,
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

