

AGENDA
PLANNING COMMISSION
City of Westminster

Monday, October 20, 2025

6:00PM

Regular Meeting

Westminster City Hall

100 E. Windsor St,

Westminster, SC 29693

Westminster Planning Commission

October 20, 2025 Meeting

6:00pm- City Hall

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Certification of Quorum**
- 4. Comments from Staff**
 - **Next Planning Commission Meeting: November 17, 2025.**
 - **Misc./Other**

Routine Business

- 5. Consideration of Minutes from September 15, 2025 Planning Commission Meeting.**

New Business

- 6. Public Hearing regarding Annexation and Contingent Zoning Classification of 510 Marcengill Drive (TMS # 249-00-03-010), owned by Swapnil Chourasia.**
- 7. Consideration of Annexation and Contingent Zoning Classification of 615 W King Street (TMS # 249-00-02-009), owned by Jesus De Luna**
 - Current Use (based on size): R-25
 - Future Land Use: Medium Density
 - Staff Recommendation: R-20

The City of Westminster received an Annexation Petition from the property owner on March 31, 2025, upon completion of the utility service application. The property meets all the requirements for annexation into the City of Westminster.

The property (approx. 43,500 SF) could be designated as R-25 by size alone, but staff recommend a zoning designation of R-20, because many of nearby properties on Marcengill Drive would better fit on the smaller R-20 lots. This would create a consistent corridor of R-20 zoning in the neighborhood. All zoning recommendations made by the Planning Commission are contingent upon annexation by the City Council.

Staff recommends approval.

Old Business

None.

- 8. Adjourn**

City of Westminster
MINUTES OF THE PLANNING COMMISSION
September 15, 2025 6:00 pm
Westminster City Hall

The meeting was called to order at 6:00pm. In attendance were Sandra Powell, Ben Lewis, Lacey Moore and Jared Brucke.

Staff:

Assistant City Administrator, Regan Osbon
City Clerk, Kiley Carter

Call to Order

Sandra Powell called the meeting to order at 6:00 pm.

Invocation and Pledge

Sandra Powell led the planning commission in the invocation and the Pledge of Allegiance.

Certification of Quorum

Kiley Carter certified a quorum.

Comments from Staff

Mr. Osbon announced that at the next meeting there will be some rezonings/annexations to be brought before the commission.

Mr. Osbon spoke about the training for this commission. That will be held at the County building at Pine Street in the county council chambers. Members of this commission must attend training once a year. Online alternatives are available if a member cannot attend the training in person.

Mr. Osbon spoke of changes that were made to Ordinance 11-18-2025-01 to be considered today.

Approval of Minutes

Upon a motion by Mr. Lewis and seconded by Mr. Brucke, the motion to approve August 18, 2025, meeting minutes passed unanimously.

Old Business

Consideration of ORDINANCE 11-18-2025-01: AN ORDINANCE AMENDING SECTION 130.45 OF THE CITY OF WESTMINSTER CODE OF ORDINANCES AND SECTION 151.055 OF THE CITY'S ZONING ORDINANCE REGARDING THE DISCHARGE OF FIREARMS.

There was discussion about the changes made in this ordinance.

Upon a motion by Mr. Lewis and seconded by Mrs. Moore the **motion to send ORDINANCE 11-18-2025-01: AN ORDINANCE AMENDING SECTION 130.45 OF THE CITY OF WESTMINSTER CODE OF ORDINANCES AND SECTION 151.055 OF THE CITY'S ZONING ORDINANCE REGARDING THE DISCHARGE OF FIREARMS** to City Council passed unanimously.

Member	Motion	Vote
Powell		Yes
Lewis	Motion	Yes
Brucke		Yes
Moore	Second	Yes
Morgan		Absent

Adjourn

Upon a motion by Mr. Brucke and seconded by Mr. Lewis, the motion to adjourn the meeting at 6:09 pm passed unanimously.

(Minutes prepared by Kiley Carter)

Sandra Powell, Chairperson

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

ORDINANCE #12-09-2025-01

CITY OF WESTMINSTER)

AN ORDINANCE ANNEXING PROPERTY UNDER 100% ANNEXATION METHOD AND ASSIGNING ZONING CLASSIFICATION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Westminster, South Carolina (the “*City*”) is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides that one hundred percent of the freeholders owning one hundred percent of the assessed value of the contiguous real property in the area requesting annexation may petition the City for annexation; and

WHEREAS, the City has received such a petition for annexation of certain real property, a map of which is attached hereto as Exhibit B, from Swapnil Chourasia (the “*Property*”); and

WHEREAS, it appears that the Property is contiguous to the City’s existing municipal boundary; and

WHEREAS, The Planning Commission of the City of Westminster considered the annexation on October 20, 2025 and recommended that the City Council act in favor of the annexation; and

WHEREAS, The Planning Commission of the City of Westminster recommends that the property be assigned the zoning designation of R-20, conditional to the annexation of the property, and held a public hearing on the matter on October 20, 2025; and

WHEREAS, based upon its review of the petition, the City Council, as the governing body of the City (the “*Council*”), believes that annexation of the Property would be beneficial to the best interests of the owners of the Property and the City.

NOW, THEREFORE, BEING DULY ASSEMBLED, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WESTMINSTER, AS FOLLOWS:

Section 1. Ratification of Findings. All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. Acceptance. The City, acting through the Council, accepts the petition for annexation of the Property, and the Property shall be annexed into the corporate limits of the City

upon the due enactment of this Ordinance. The Property, a map of which is attached hereto as Exhibit A, is more particularly described below:

That certain tract or parcel of land located in Oconee County, South Carolina, more particularly described as Tax Map # 249-00-03-010 and commonly known as 510 Marcengill Road.

Section 3. *Zoning*: Pursuant to Section 151.018 (Amended December 10, 2024) of the City’s code of ordinances, the Property shall be classified as R-20 – “One Family Residential.”

Section 4. *Land Use*: To amend the Land Use Plan to include this parcel, the Property shall be classified as a Land Use Designation of “Medium Density.”

Section 5. *Severability*. If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. *Effective Date*. This Ordinance Shall be effective upon its enactment by the City Council of the City of Westminster.

DONE AND ORDAINED, this 9th day of December, 2025.

CITY OF WESTMINSTER,
SOUTH CAROLINA

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

First Reading: November 18, 2025
Second Reading: December 9, 2025

EXHIBIT A

510 Marcengill Road



10/17/2025, 9:50:22 AM

- Addresses
- Roads
- Parcels
- Seneca
- West Union
- Buildings_2020
- Land Hooks
- Municipalities
- Walhalla
- Westminster
- Salem



Imagery collected in 2023 by Kubera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. OCSCGIS

Hart EMC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Imagery collected in 2023 by Kubera International. Imagery is managed by Adam DeMars, South Carolina State GIS Coordinator and hosted by Esri. |

TMS # 249-00-03-010

**TO THE MAYOR AND COUNCIL
OF THE CITY OF WESTMINSTER, SOUTH CAROLINA:**

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Westminster by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code of Laws Section 5-3-150 (3).

The territory to be annexed is described as follows:

510 Marceingill Road Westminster SC 29693

FILED OCOOREE COUNTY, SC
ARINA K. DAVIDSON
REGISTER OF DEEDS
2025 APR -3 PM 1:31

The property is designated as follows on the County tax parcel map(s)/property identification number(s): 249-00-03.010

It is requested that the property be zoned as follows:

X [Signature] X 510 Marceingill Road X 03/31/2015
Signature Address Date

Signature Address Date

Signature Address Date

FOR MUNICIPAL USE:

Petition received by Constance Baty 3-31-15
Date

Description and ownership verified by Constance Baty 3-31-15
Date

Recommendation _____
Date

By _____
Date

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

TITLE TO REAL ESTATE
SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT **L. DUANE MARCENGILL AND LETITIA M. MARCENGILL**, herein referred to as Grantors, for and in consideration of the sum of **TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$214,500.00)** to us paid by **SWAPNIL CHOURASIA**, hereinafter referred to as Grantee, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said Grantee, **SWAPNIL CHOURASIA**, his heirs, successors and assigns forever.

ALL that certain piece, parcel or lot of land with any improvement thereto, situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as containing 1.243 acres, more or less, on Plat prepared by Stephen R. Edwards, PLS #19881, dated October 18, 2018 and revised on October 31, 2024 and recorded on December 27, 2024 in Plat Book B965 at Page 2, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description.

TMS# 249-00-03-010

This being the same property conveyed unto Lester Duane Marcengill by deed of distribution from the Estate of Arthur Dean Marcengill aka A. Dean Marcengill aka Dean Marcengill by deed dated October 17, 2024 and recorded October 21, 2024 in Deed Book 3136 at page 109, thereafter, conveyed unto L. Duane Marcengill and Letitia M. Marcengill from Lester Duane Marcengill by deed dated January 8, 2025 and recorded on January 8, 2025 in Deed Book 3166 at Page 294, records of Oconee County, South Carolina.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises, of record, including matters shown on recorded plats.

Grantee's Address: 310 Marcengill Road
Westminster SC 29693

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 premises before mentioned unto said Grantee, Swapnil Chourasia, his heirs, successors and assigns forever.

AND GRANTORS, L. Duane Marcengill and Letitia M. Marcengill, do hereby bind Grantors, and Grantors' heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, Swapnil Chourasia, his heirs, successors and assigns, against Grantors and Grantors' heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Westminster
2500 012035

CONTRACT FOR PROVISION OF SERVICES TO OUT OF CITY CUSTOMER

DECLARATION OF COVENANT REGARDING UTILITIES AND ANNEXATION

THIS CONTRACT is entered into as of the 11 Day of March 21st, 2025 by

Swapnik Chourasia and the City of Westminster, S.C.

Barcode ID: 2536011 Type: DEE
Recorded: 04/03/2025 at 01:31:00 PM
Fee Amt: \$25.00

WITNESSETH:

Whereas, SWAPNIK CHOURASIA is the owner of that certain tract or parcel of land located in Oconee

(Print Owner(s) Name)

County, South Carolina, more particularly described as Tax Map # 249.00-03-010 and Street

Address 510 Marangill Road Westminster SC 29693. and...

Whereas the owner desires to install or have installed or continue its connection to City utilities and services and...

Whereas the City agrees to service or continue to service the owner's property solely and only upon the condition that the property be annexed into the City of Westminster. However, should annexation not be immediately possible, the owner solemnly contracts, covenants and agrees that as an absolute to the delivery and continuance of water and other City services to his property, he shall sign a valid annexation petition presented to him, at any future date, without delay. The owner further agrees and understands that this contract includes all future structures, or improvements which maybe made upon these lands.

The signing of this document does not entitle the owner to any special rates or services of the municipality including Police/Fire until said annexations actually take place and becomes effective. The signing of this contract does not waive any rates for out-of-city customers in effect by the City of Westminster.

It shall be further understood that the covenants and agreements contained herein are not personal, but run with the land and will be binding upon the owner's successor's interest in the property.

It should be clearly understood that should the owner attempt to forfeit this agreement in any way, the City reserves the right to similarly forfeit, abandon, or otherwise cut off all municipal services to said property, on an immediate basis, and may further pursue breach of other legal remedies as may be available to it under the process of law.

In witness whereof, owners have executed the contract and declaration as of the first date written above, and it shall be full force and effect from and after this date.

[Signature]
WITNESS FOR CITY

[Signature]
ADDITIONAL WITNESS FOR CITY

[Signature]
WITNESS FOR OWNER

[Signature]
ADDITIONAL WITNESS FOR OWNER

[Signature]
CITY OF WESTMINSTER EMPLOYEE TITLE

[Signature]
CITY OF WESTMINSTER EMPLOYEE SIGNATURE

[Signature] 3/31/2025
OWNER OF PROPERTY SIGNATURE

OWNER OF PROPERTY SIGNATURE

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2025 APR -3 PM 1:31

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO OWNER(S)

I, Reagan Osborn, Notary Public for the State of South Carolina, do hereby certify that Swapnik Chourasia (Owner(s) of Property) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

[Signature]
Notary Public of South Carolina
My Commission Expires: 07/14/2033



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ACKNOWLEDGMENT AS TO CITY OF WESTMINSTER

I, Reagan Osborn, Notary Public for the State of South Carolina, do hereby certify that Constace Baty (City of Westminster Employee) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

[Signature]
Notary Public of South Carolina
My Commission Expires: 07/14/2033



The City hereby accepts the Declaration of Annexation Covenant set forth herein.

[Signature]
City Administrator
Oconee, South Carolina, Register Of Deeds
Anna Davison - Register Of Deeds
Page 1 of 6

[Handwritten Signature]

THIS DECLARATION OF ANNEXATION COVENANT (this "Covenant") is made this ___ day of ___ 20___ between the City of Westminster, South Carolina (the "City"), and the person or entity described below, including all successors in interest and assigns, having legal title to a present possessory interest in real estate equal to a life estate or greater, or any other designation as set forth in the Section 5-3-240 of the South Carolina Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "Owner"):

RECITALS:

WHEREAS, the real property located at 510 Marcell Road Westminster SC 29693 having Tax Map Number 249-00-03-010 (as further described herein in Exhibit A, the "Subject Property"), belonging to the Owner, is located outside the City's corporate limits but is located in an area in which annexation into the City is or may become appropriate. The City is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the City's corporate limits, but may do so by contract with individual property owners

WHEREAS, the Owner wishes to obtain Utility Services from the City by contract without the necessity of waiting until the Subject Property may be annexed into the City, and the Owner has entered into an agreement (the "Customer Agreement") with the City in order to secure one or more of the Utility Services for the Subject Property. In consideration for the City's provision of Utility Services to the Subject Property and the connection of the Subject Property to the City's combined utility system (the "System"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the City at such time as the Subject Property becomes contiguous to the City's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

WHEREAS, Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the City, and that failure to satisfy this obligation may, at the election of the City, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the City to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the City.

NOW THEREFORE, in consideration of the provision of Utility Services by the City, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding, and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "Utility Services" means and refers to any water, sewer or electric services, or any combination thereof, provided by the City pursuant to the terms of the Customer Agreement, including but not limited to, (i) ongoing water, sewer and electric service; (ii) a service tap from existing water or sewer lines, (iii) a service connection from an existing electric line, (iii) an extension of water or sewer mains or electric lines, or (iv) the issuance of a letter of willingness and capability to provide Utility Services

B. Pursuant to the provisions of the Customer Agreement, the City has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the City has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the City be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the City (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the City's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

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

The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentment by the City. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the City, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the City, the Owner will do, execute, acknowledge and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include, but are not limited to, signing subsequent or additional successive Annexation Petitions in the event any prior annexation effort is unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the City's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. This Covenant shall not be construed as prohibiting or inhibiting the subdivision of the Subject Property or the combination of the Subject Property with any other property; provided, however, upon any such division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property and upon the combination of the Subject Property, or any portion thereof, with any other real property this Covenant shall apply to the entirety of the resulting combined property, which shall thereafter be considered the Subject Property, or a portion thereof.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the City; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is a person eighteen years of age, or older, or any firm or corporation, who or which is the sole owner of legal title to a present possessory interest in the Subject Property equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests). Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of seven days from the date of this Covenant, in order to allow the City time to have this Covenant recorded in the Office of the Register of Deeds for Oconee County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Customer Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the City, (ii) general terms, conditions, and policies upon which Utility Service is made available by the City; and (iii) the payment to the City when due such water, sewer or electric charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the City, except for a permanent termination of Utility Services pursuant to Section 3(B)(ii) above

4. **Restrictive Covenant.** THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE CITY A RESTRICTIVE COVENANT REQUIRING THAT FUTURE OWNERS OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, BE BOUND BY THE SAME TERMS, CONDITIONS AND COVENANTS AS ARE SET FORTH IN THIS COVENANT. THIS COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (I) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE CITY; OR (II) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO THE SUBJECT PROPERTY, OR PORTION THEREOF, THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.

5. **Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for Oconee County, South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

6. **Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit A.

7. **Grant of Right of Way.** The Owner grants the City a right-of-way on and through the Subject Property as reasonably necessary for the City's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.

8. **Grant of Power of Attorney.** In the event the Owner fails to meet the obligations imposed herein and does not sign any Annexation Petition upon request, the Owner hereby irrevocably appoints the City Administrator of the City of Westminster, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the City.
9. **Owner's Use of Subject Property.** If the Owner changes the current use of the Subject Property to any different use, the City may, at its option, require additional approvals and conditions for continued Utility Service thereon.
10. **Default; Remedies.** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the City may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the City as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the City may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the City may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the City shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the City shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the City as a result of or in response to the Owner's default.
11. **No Waiver.** The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City, to bring an action to enforce this Covenant, shall not operate as a waiver of the right to do so for any later subsequent violations or the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and their respective heirs, successors, successors in title and assigns or the City fail to bring an action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.
12. **Remedies Cumulative.** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
13. **Exhibits Incorporated by Reference.** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.
14. **Copies.** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
15. **Modification.** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the City. Any oral agreement to modify this Covenant shall be void and of no force and effect.
16. **Captions.** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
17. **Severability.** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
18. **References Herein.** Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.
19. **Successors and Assigns.** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the City, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
20. **Governing Law and Forum.** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder.
21. **Sealed Instrument.** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
22. **Effective Date.** This Covenant shall be effective upon the date of the last party affixing his signature.



Oconee County, SC

Parcel Information

Parcel ID 249-00-03-010
Neighborhood 6600100 - Tugaloo Township Westminster FD
Property Address 510 MARCENGILL RD
Legal Description (1.243 AC)
(Note: Not to be used on legal documents.)
Acres 1.24
Class 101 Residential 1 Family
Tax District WESTMINSTER (District 06)
Exemptions Legal Residence

[View Map](#)

Owner

CHOURASIA SWAPNIL
510 MARCENGILL RD
WESTMINSTER, SC 29693

Land

Land Use	Acres	Square Footage	Frontage	Depth
R - Residential	1.24	43,560	0	0

Residential Improvement Information

Style 1 Family (Detached)
Heated Square Feet 1712
Interior Walls Finished
Exterior Walls Other
Foundation Crawlspace
Attic Square Feet 0
Basement Square Feet 0
Year Built 1987
Roof Type Asphalt Shingles
Heating Type Cent Ht/AC-Ht Pmp
Number Of Bedrooms 3
Number Of Full Bathrooms 2
Number Of Half Bathrooms 0
Value \$70,060
Condition Fair
House Address 510 MARCENGILL RD

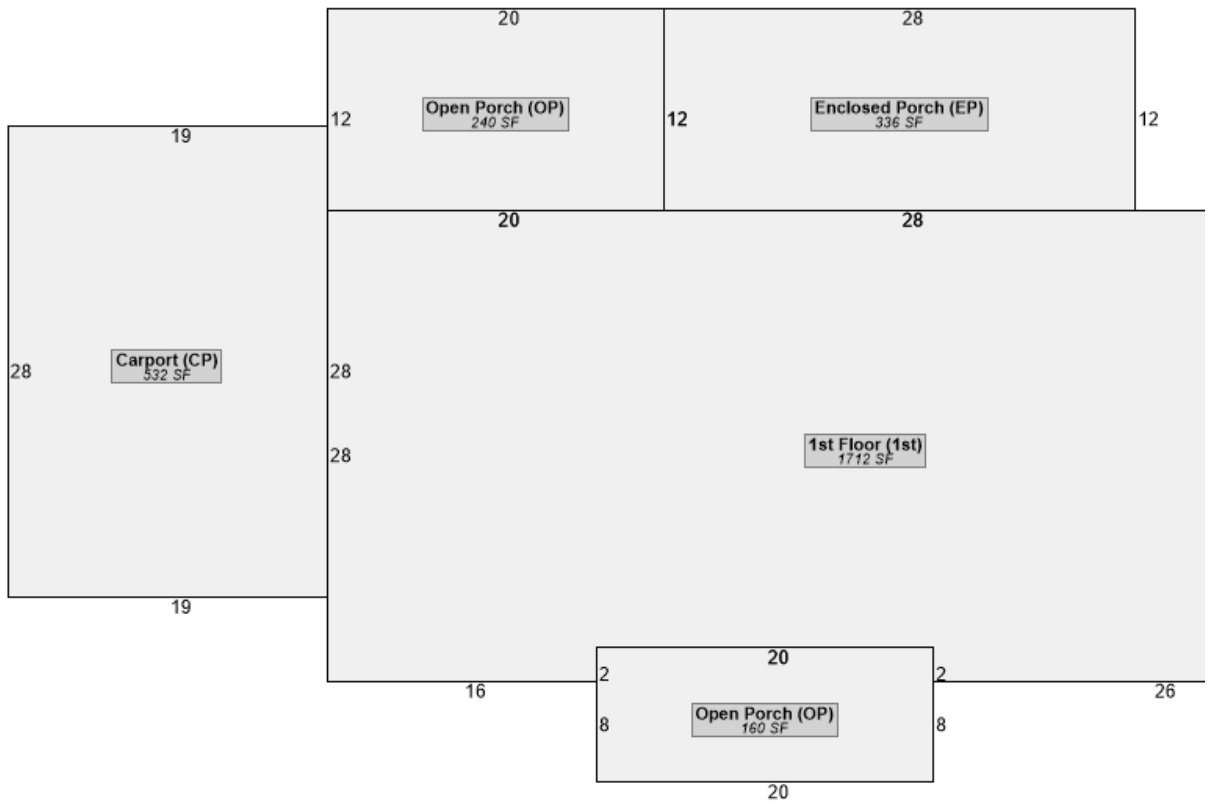
Valuation

Assessed Year	2025
Land Value	\$13,020
Improvement Value	\$70,060
Accessory Value	\$0
Total Value (Market)	\$83,080
Land Value	\$0
Improvement Value	\$70,060
Accessory Value	\$0
Total Value (Capped)	\$70,060

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/9/2025	3207 125	B965 2	\$214,500	0: Valid Arms-length	MARCENGILL LESTER DUANE & LETITIA M	CHOURASIA SWAPNIL
12/31/2024	3166 294	B965 2	\$10	2: Family or business relation	MARCENGILL LESTER DUANE	MARCENGILL L DUANE & LETITIA M
12/27/2024		B965 2	\$0	PLAT REFERENCE ONLY	PLAT REFERENCE ONLY	
10/21/2024	3136 109	A326 4	\$0	2: Family or business relation	MARCENGILL A DEAN	MARCENGILL LESTER DUANE
12/5/2018		2418 265	\$0	PLAT REFERENCE ONLY	PLAT REFERENCE ONLY	
10/16/1997	940 234		\$5	0: Valid Arms-length	MARCENGILL A DEAN & JUANITA H	MARCENGILL A DEAN

Sketches



Recent Sales In Area

Sale date range:

From:

1C

To:

1C

Search Sales by Neighborhood

Distance:

1500

Units:

Feet

Search Sales by

Generate Owner List by Radius

Distance:

100



Show All Owners

Show Parcel ID on Label

Use Address From:

Owner Property

Skip Labels

0

Select export file format:

Address labels (5160)

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xls, csv or tab download formats.

Download

No data available for the following modules: Commercial Improvement Information, Mobile Homes, Accessory Information.

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[Last Data Upload: 10/16/2025, 5:11:02 PM](#)

Contact Us

Developed by



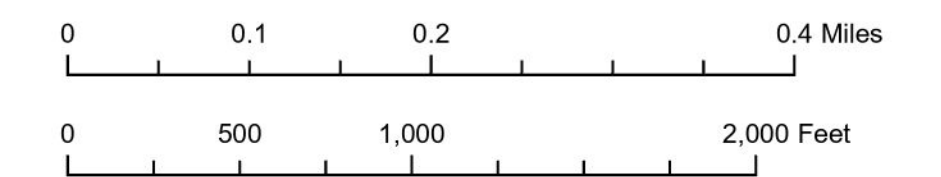
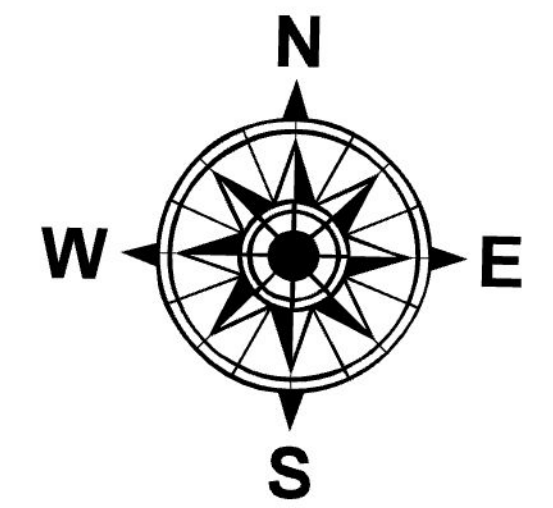
City of Westminster



ZONING

 CC	 MFR
 G1	 NC
 G2	 PUD
 G3	 R15
 G1	 R20
 GR	 R25
 HC	 RMF
 LI	

OCSCGIS Orthoimagery: 1Q2023 05 July 2024



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