JOHN J. TECKLENBURG
MAYOR

City of Charleston

South Carolina

Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:30 p.m., April 12, 2016, at City Hall, 80 Broad Street. The agenda will be as follows:

AMENDED AGENDA

Invocation – Councilmember Moody

Approval of Minutes: March 22, 2016

a.) Request authorization for the Mayor to execute the Memorandum of Agreement whereby the City of Charleston agrees to allow the County of Charleston to use City property for temporary debris storage and reduction sites to protect public health and safety in the event of a natural disaster. (Corrine Jones Playground, Brittlebank Park, Horse Lot Park, McMahon Playground, Martin Park, Parkshore Park, Lenevar Park, Woodland Road Park, West Ashley Park, Bear Swamp Rd. Park, Mary Utsey Playground, Ackerman Park, Ft. Johnson/Bayview Fields Johns Island Park; TMS# 463-07-04-039; 457-06-04-001; 457-07-04-034; 460-00-00-002; 459-05-02-003; 415-00-00-038; 352-16-00-179; 355-16-00-002, -034; 306-00-00-007; 287-00-00-001; 352-10-00-001; 418-10-00-112; 428-00-00-040, -042, -043; 279-00-00-062)

b.) Resolution regarding forty (40) building sites regarding property located at 334 Meeting Street, Charleston County TMS #459-13-03-022

c.) Consider the following annexations:

(i) 1436 Battle Ground Road (TMS# 431-06-00-099) 0.34 acre, James Island (District 12)

(ii) 2048 Vestry Drive (TMS# 355-14-00-095) 0.33 acre, West Ashley (District 2)

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee **DATE:** April 4, 2016

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: Corrine Jones Playground, Brittlebank Park, Horse Lot Park, McMahon Playground, Martin Park, Parkshore Park, Lenevar Park, Woodland Road Park, West Ashley Park, Bear Swamp Rd. Park, Mary Utsey Playground, Ackerman Park, Ft. Johnson/Bayview Fields Johns Island Park

TMS: 463-07-04-039; 457-06-04-001; 457-07-04-034; 460-00-00-002; 459-05-02-003; 415-00-00-038; 352-16-00-179; 355-16-00-002, -034; 306-00-00-007; 287-00-00-001; 352-10-00-001; 418-10-00-112; 428-00-00-040, -042, -043; 279-00-00-062

ACTION REQUEST: Request authorization for the Mayor to execute the Memorandum of Agreement whereby the City of Charleston agrees to allow the County of Charleston to use City property for temporary debris storage and reduction sites to protect public health and safety in the event of a natural disaster.

***COORDINATION*:** **The request has been coordinated with:**
All supporting documentation must be included

	Signature	Attachments
Department Head		☐
Legal Department	Adelaide N. Andrews	☑
Chief Financial Officer	Amy Wharton	☐
Director Real Estate Management	Colleen Carducci	☒
		☐

FUNDING: Was funding needed? **Yes** ☐ **No** ☒

If yes, was funding previously approved?* **Yes** ☐ **No** ☐

*If approved, provide the following: **Dept/Div.** _____ **Acct:** _____

Balance in Account _____ Amount needed for this item _____

***NEED*:** Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** April 4, 2016

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: Corrine Jones Playground, Brittlebank Park, Horse Lot Park, McMahon Playground, Martin Park, Parkshore Park, Lenevar Park, Woodland Rd. Park, West Ashley Park, Bear Swamp Rd. Park, Mary Utsey Playground, Ackerman Park, Ft. Johnson/Bayview Fields, Johns Island Park

TMS: 463-07-04-039; 457-06-04-001; 457-07-04-034; 460-00-00-002; 459-05-02-003; 415-00-00-038; 352-16-00-179; 355-16-00-002, -034; 306-00-00-007; 287-00-00-001; 352-10-00-001; 418-10-00-112; 428-00-00-040, -042, -043; 279-00-00-062

ACTION REQUEST: Request authorization for the Mayor to execute the Memorandum of Agreement whereby the City of Charleston agrees to allow the County of Charleston to use City property for temporary debris storage and reduction sites to protect public health and safety in the event of a natural disaster.

ORDINANCE: Is an ordinance required? **Yes** ☐ **No** ☐

***ACTION*: What action is being taken on the Property mentioned?**

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

☐ **DONATION/TRANSFER**
Donated By: _____

☐ **FORECLOSURE**
Terms: _____

☐ **PURCHASE**
Terms: _____

☐ **CONDEMNATION**
Terms: _____

☐ **OTHER**
Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

☐ **NON-PROFIT ORG,** *please name* _____
Terms: _____

☐ **OTHER**
Terms: _____

COMMERCIAL REAL ESTATE FORM

☐ **EASEMENT** | Grantor (Property Owner) _____ Grantee _____

☐ **PERMANENT**
Terms: _____

☐ **TEMPORARY**
Terms: _____

☐ **LEASE** Lessor: _____ Lessee: _____

☐ **INITIAL**
Terms: _____

☐ **RENEWAL**
Terms: _____

☐ **AMENDMENT**
Terms: _____

☒ **Improvement of Property**

Owner: City of Charleston

Terms: Following a natural disaster, the City will allow the County to use various City properties to collect, store and reduce disaster debris. The County agrees to comply with all local, State and Federal laws, accept sole financial responsibility for maintenance expenses and to return the properties to their original condition.

***BACKGROUND CHECK*: If Property Action Request is for the sale or lease of city property, has a background check been completed?**

Yes ☐ **No** ☐ **N/A** ☒

Results: _____

Signature: _____

Director Real Estate Management

***ADDITIONAL:* Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.**

***NEED*: Identify any critical time constraint(s).**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CHARLESTON AND THE COUNTY OF CHARLESTON

This Memorandum of Understanding (MOU) made this 16th day of March, 2016 between the City of Charleston and the County of Charleston for use of City of Charleston, property to be mutually agreed as temporary debris storage and reduction sites for debris in the event that a natural disaster strikes the area to protect public health and safety.

Whereas, Charleston County is requesting use of City of Charleston property for use as temporary debris storage and reduction sites for debris in the event that a natural disaster strikes the area outlined in this Memorandum of Understanding (MOU);

In consideration of the mutual covenants, terms and conditions herein, the parties hereto agree:

1. Following the occurrence of a natural disaster, City of Charleston will coordinate the use of the City of Charleston property identified in Paragraph 7 herein (the "Properties").

2. County agrees to use and occupy the Properties strictly for the following:

   Use(s) include collection, piling, reduction by chipping and/or burning and temporary storage (such temporary storage not to exceed the term of this Agreement and any renewal thereof) of disaster debris. Such debris will be limited to: trees, portions of trees, stumps, limbs, leaves; wooden building structure debris and other building structure debris, if approved by the South Carolina Department of Health and Environmental Control (hereinafter "DHEC"); no household putrescible waste will be permitted to be dumped, stored or burned on the site.

3. The County shall have the right to post signs at the entrance no larger than 4' by 8' which shall state the limited use of the site as set forth in Section 2.

4. This MOU shall commence on the date this document is signed and terminate five (5) years later. At its expiration, this MOU may be renewed by mutual agreement of the parties in one year increments. The parties must agree to the extension in writing upon annual review.

5. The County shall, at County's expense, make all necessary renovations, improvements, and additions (including, but not limited to, any reasonably necessary maintenance of drainage ditches) which shall bring each of the Properties to a condition satisfactory to provide the services as required by the County. Upon the termination of this MOU any permanent additions or improvements shall, in the sole discretion of the City, either remain the property

of the City of Charleston or be removed and the site returned to the same condition as it was prior to the natural disaster.

6. The County shall not assign or allow another party to utilize any portion of the Properties without the City of Charleston's consent, provided however, that this provision shall not prohibit the County from allowing third-party governmental entities (including, but not limited to the National Guard, the Reserves, FEMA, the Red Cross, etc.) to conduct recovery operations on the Properties during any emergency period after a natural disaster.

   Notwithstanding the foregoing, the County may contract with third parties for the management of the Properties as a temporary debris storage and reduction site during the term of this MOU.

7. Specific locations within each of the Properties below are to be designated following a jointly conducted damage assessment to determine the areas with the least potential for impact, and having the right of ingress and egress over pre-existing roads which may include designated locations at the following locations:

   i. Corrine Jones Playground, 36 Marlow Dr.
   ii. Brittlebank Park, Lockwood Blvd,
   iii. Horse Lot, 4 Chisolm Street
   iv. McMahon Playground, 55 Cleveland St.
   v. Martin Park, 155 Jackson Street
   vi. Parkshore Park, 1 Windsor Drive
   vii. Lenevar Park, 1305 Lenevar Drive South
   viii. Woodland Road Park, 1907/1921 Woodland Road
   ix. West Ashley Park, 3601 Mary Adler Ave
   x. Bear Swamp Road Park, Bear Swamp Road
   xi. Mary Utsey Playground, 1350 Orange Grove Rd.
   xii. Ackerman Park, 254-258 Bibb St.
   xiii. Ft. Johnson/Bayview Fields, 1045 Ft. Johnson Road
   xiv. Johns Island Park, 1727 Bozo Lane

8. The County agrees that controlled access will be maintained at the Properties, and any Properties used by the public will be staffed during hours of operation.

9. The County agrees to comply promptly with any and all applicable Federal, State and/or local laws, ordinances, rules, policies and regulations including but not limited to those of the local fire marshal and DHEC pertaining to use and occupancy of the Properties, and the County shall have sole responsibility for any financial expenditures necessary to maintain compliance with same.

10. The County agrees that they will prepare the Properties for use by clearing all debris resulting from the disaster, and they will then return the Properties to the same condition as the property was prior to the natural disaster, including, but not limited to the following:.

i. Remove ash and other materials as required by DHEC;

ii. Remove non-burnable and other remaining debris which can be removed using one pass through with a six (6) inch rake;

iii. Remove tree stumps, trees and other large non-burnable debris,; and

iv. Replace topsoil and place hydro-seed or other surface material required to return the property to the condition it was prior to the event.

v. Any property or incidentals damaged during the course of this MOU shall be repaired or replaced to the satisfaction of City of Charleston.

11. The County shall be responsible for all utilities which it (or its agent) uses or consumes at the Properties. In the event that County and City of Charleston share a utility meter they shall divide the bill equitably based on each Party's approximate usage as determined with reference to City of Charleston's expenditures for any such utility in the twelve (12) months preceding the year of this Agreement. Further, the County shall be solely responsible for fencing the Properties to keep only authorized individuals or entities from entering the Properties. This obligation shall continue during the term of this MOU.

12. The County (or its agent) shall maintain and keep in force continuously throughout the use of the Properties as a temporary debris storage and reduction site, at its own expense, general liability insurance with a Single Limit of not less than $1,000,000.00 and aggregate $2,000,000.00, and fire insurance covering the Properties. The County shall provide proof of coverage above to City of Charleston, in the form of a certificate of insurance or similar which names the City of Charleston as an additional insured thereon upon commencement of this MOU, again immediately upon use of Properties, and every year annually henceforth during the term of this MOU.

13. All persons whomsoever, and all property of every kind which may be on the Properties during the term hereof (whether the person(s) or property of the County, its agents, employees, the public or third parties), shall be thereon at the sole risk and cost of the County or its agent(s) and at no cost to the City of Charleston, and all persons entering upon or bringing their property onto the Properties are hereby charged with notice that they must look only to the County for payment of claims for property damage and/or claims/suits for or by reason of any injury, injuries or death to any person or persons, or loss of or damage to property of any kind whatsoever resulting from any cause or causes whatsoever while in or upon the Properties or any part thereof, or occasioned by any occupancy or use of the Properties or any activity carried on by County, its agents or servants or invitees or guests, or clients, in connection therewith.

14. The Properties are hereby subject to all applicable zoning ordinances and laws as may now exist or hereinafter be enacted.

15. The County shall not have the authority to create any liens for labor or material in or upon the Properties, and all persons contracting with the County for any erection, installation, alteration or repair of any improvements on the Properties and all material men, contractors, mechanics and laborers are hereby charged with notice that they must look only to the County for any labor or materials furnished in such connection, and the City of Charleston shall not be responsible therefor.

16. Termination:

i. Termination for Convenience

If either the City of Charleston or Charleston County determines to cancel this MOU, the terminating Party shall give at least sixty (60) days prior notice in writing to the non-terminating Party. If a natural disaster should occur within the sixty (60) day prior notice period, the County may still exercise its option to utilize the Properties by agreement of the City of Charleston upon terms to be mutually agreed upon by the Parties.

ii. Termination for Non-Appropriation of Funds

If either Charleston County or the City of Charleston determines to terminate this MOU, in the event that sufficient appropriation of funds from any source (whether a Federal, State, County or other source) are not made or sufficient funds are otherwise unavailable, the terminating Party shall give at least sixty (60) days prior notice in writing to the non-terminating Party.

iii. Termination for Default by the City of Charleston

If the City of Charleston refuses or fails to perform its obligations under this MOU or any separable part thereof in a timely manner and in accordance with the terms and conditions of this MOU or otherwise fails to comply with any of the terms and conditions of this MOU deemed to be material, such refusal or failure shall be deemed a default under this Agreement.

In the event of a default under this Paragraph 16iii, the County shall have the right forthwith to terminate this MOU in whole or in part, by written notice to the City of Charleston. In the event of such default, the sixty (60) days advance notice period for termination is waived, and the City of Charleston shall not be entitled to any costs or damages resulting from any termination under this Paragraph (iii).

iv. iv. Termination for Default by the County

If the County refuses or fails to perform its obligations under this MOU or any separable part thereof in a timely manner and in accordance with the terms and conditions of this MOU or otherwise fails to comply with any of the terms and conditions of this MOU deemed to be material, such refusal

or failure shall be deemed a default under this Agreement.

In the event of a default under this Paragraph 16iii, the City of Charleston shall have the right forthwith to terminate this MOU in whole or in part, by written notice to the County. In the event of such default, the sixty (60) days advance notice period for termination is waived, and the County shall not be entitled to any costs or damages resulting from any termination under this Paragraph (iii) and shall restore the Properties to their pre-MOU condition, normal wear and tear excepted, including the removal of fencing at the sole discretion of the City of Charleston.

AGREEMENT

OWNER

City of Charleston (SIGNATURE) (DATE)

3/16/16

County of Charleston (SIGNATURE) (DATE)

b.)

Resolution

Regarding Forty (40) Building Sites regarding property located at 334 Meeting Street, Charleston County TMS #459-13-03-022

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use; and,

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local real property taxes; and,

WHEREAS, Dewberry 334 Meeting Street, LLC ("Dewberry") is the owner and developer of certain real property known as L. Mendel Rivers Federal Building located at 334 Meeting Street (the "Property"), as referenced in deed dated January 11, 2008 and recorded January 16, 2008 in the Charleston County Register of Mesne Conveyances Office in Book X648 at Page 775, which property is further identified on the Charleston County Tax Maps as TMS No. 459-13-03-022; and

WHEREAS, on June 14, 2014, Dewberry filed a Notice of Intent to Rehabilitate the Property with the South Carolina Department of Revenue; and

WHEREAS, Dewberry has taken steps to subdivide the Property into forty (40) separate and distinct condominium units (the "Building Sites") as shown in Exhibit A, attached hereto; and

WHEREAS, the Property is located within the city limits of Charleston, South Carolina; and

WHEREAS, the Taxpayer has requested that the City to affirm that the Building Sites are abandoned as defined by Section 12-67-120.

NOW THEREFORE, BE IT

RESOLVED BY THE CITY COUNCIL OF CHARLESTON, IN CITY COUNCIL ASSEMBLED :

Section 1. The Taxpayer has submitted to the City a request to affirm each of the Building Sites pursuant to Section 12-67-160 of the Act (the "Request to Affirm").

Section 2. The City has reviewed the Request to Affirm, conferred with the Taxpayer and conducted a review of its records and the Property.

Section 3. The City hereby affirms that (i) each of the Building Sites are separate abandoned building sites as defined in Section 12-67-120(1) of the Act, and (ii) the geographic area of each of the Building Sites is consistent with Section 12-67-120(2) of the Act.

DONE THIS _____ DAY OF APRIL, 2016

_____

John J. Tecklenburg

Mayor

EXHIBIT A
LEGAL DESCRIPTION

All those certain pieces, parcels or Units, situate, lying and being in the State of South Carolina, County of Charleston being known and designated as Unit Nos. 2A, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 5A, 5B, 5C, 5D, 5E, 5F, 5G, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7A, 7B, 7C, 7D, 7E, 7F, and 7G of the Dewberry Building Horizontal Property Regime, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Regime Act, Title 27, Chapter 31, Code of Laws of South Carolina (1976), and submitted by Master Deed dated November 25, 2015, and recorded in the Office of the Register of Deeds for Charleston County, South Carolina in Deed Book 0544 at Page 838 on April 4, 2016 (the "Master Deed") as are more fully described therein.

TOGETHER with all the rights, privileges, common elements, and appurtenances thereto according to said Master Deed.

FOR INFORMATION ONLY:
This is a portion of the property conveyed to Dewberry 334 Meeting Street, LLC, a South Carolina limited liability company (f/k/a Dewberry 334 Meeting St., LLC, a Georgia limited liability company) by deed of the United States of America, dated January 11, 2008 and recorded January 16, 2008, in the Charleston County RMC Office in Deed Book X648 at Page 775.

TMS No. 4591303022

C(i)

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1436 BATTLE GROUND ROAD (0.34 ACRE) (TMS# 431-06-00-099), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 12.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 12 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1436 Battle Ground Road, (0.34 acre) is identified by the Charleston County Assessors Office as TMS# 431-06-00-099, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2016, in the _____ Year of the Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 1436 Battle Ground Road

Owner Names: Frank Treiber

Parcel ID: 4310600099

Mailing Address: 1436 Battle Ground Rd
Charleston, SC 29412

City Area: James Island
Subdivision: Fort Lamar
Council District: 12
Within UGB: Yes

Presented to Council: 4/12/2016
Status: Received Signed Petition
Year Built: UNK
Number of Units: 1
Number of Persons: 3
Race: Caucasian
Acreage: 0.34
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $163,500.00
Assessed Value: $6,540.00
Stormwater Fees: 72.00

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 7
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	No additional right-of-way
Signage	No additional right-of-way
Pavement Markings	No additional right-of-way
Charleston Water Systems	CWS provides water. James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation:	The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
COUNTY OF CHARLESTON)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on James Island (approximately .34 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 4310600099
(Address: 1436 Battle Ground Road, Charleston SC 29412).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 25th day of March, 2016

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
Frank Treiber (Signature)	3/25/16 (Date)
Frank Treiber (Print Name)	
(Signature)	(Date)
(Print Name)	

City of Charleston
Annexation Map

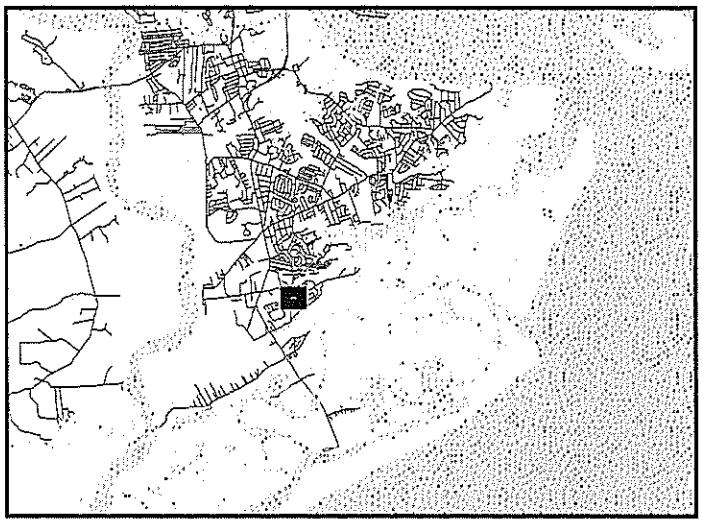
Parcel Address:
1436 Battle Ground Rd

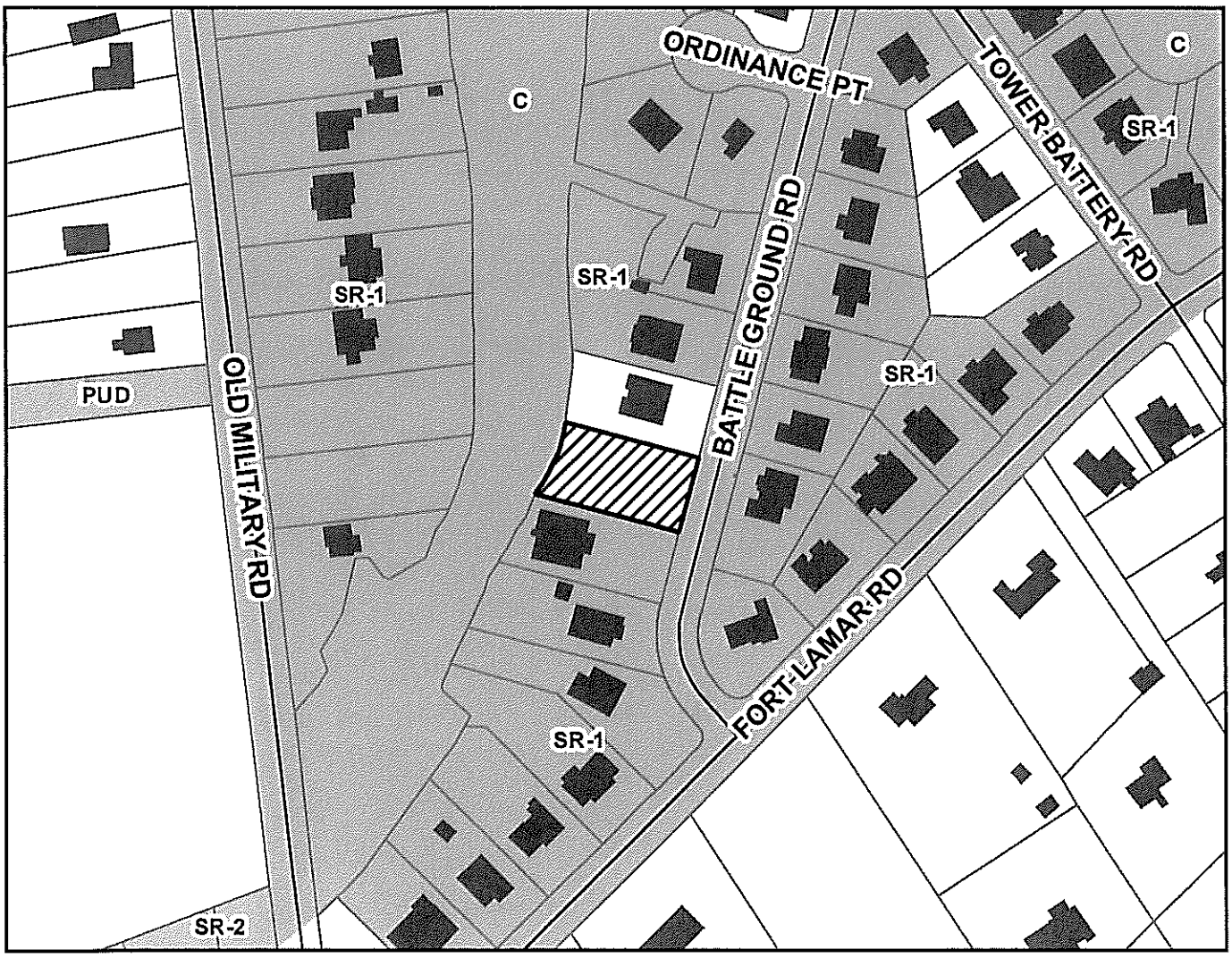
TMS #:
4310600099

Acreage: 0.34

City Council District: 12

James Island





Subject Property

Corporate Limits
City of Charleston

Water

N

C (ii)

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2048 VESTRY DRIVE (0.33 ACRE) (TMS# 355-14-00-095), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 2.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 2 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2048 Vestry Drive, (0.33 acre) is identified by the Charleston County Assessors Office as TMS# 355-14-00-095, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2016, in the _____ Year of the Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 2048 Vestry Drive

Owner Names: Leigh A. Berry

Parcel ID: 3551400095

Mailing Address: 2048 Vestry Dr
Charleston, SC 29414

City Area: West Ashley
Subdivision: Church Creek
Council District: 2
Within UGB: Yes

Presented to Council: 4/12/2016
Status: Received Signed Petition
Year Built: 1971
Number of Units: 1
Number of Persons: 1
Race: Caucasian
Acreage: 0.33
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $107,700.00
Assessed Value: $4,310.00
Stormwater Fees: 72.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 16
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	No additional right-of-way
Signage	No additional right-of-way
Pavement Markings	No additional right-of-way
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
COUNTY OF CHARLESTON)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately .33 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 355-14-00-095
(Address: 2048 Vestry Drive, Charleston, SC 29414).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 31 day of
March, 2016

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
(Signature)	March 31, 2016 (Date)
Leigh A. Berry (Print Name)	
(Signature)	(Date)
(Print Name)	

City of Charleston
Annexation Map

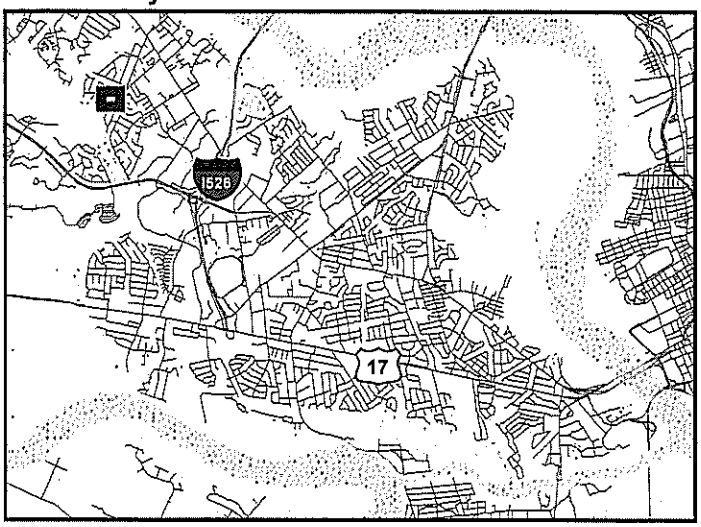
Parcel Address:
2048 Vestry Dr

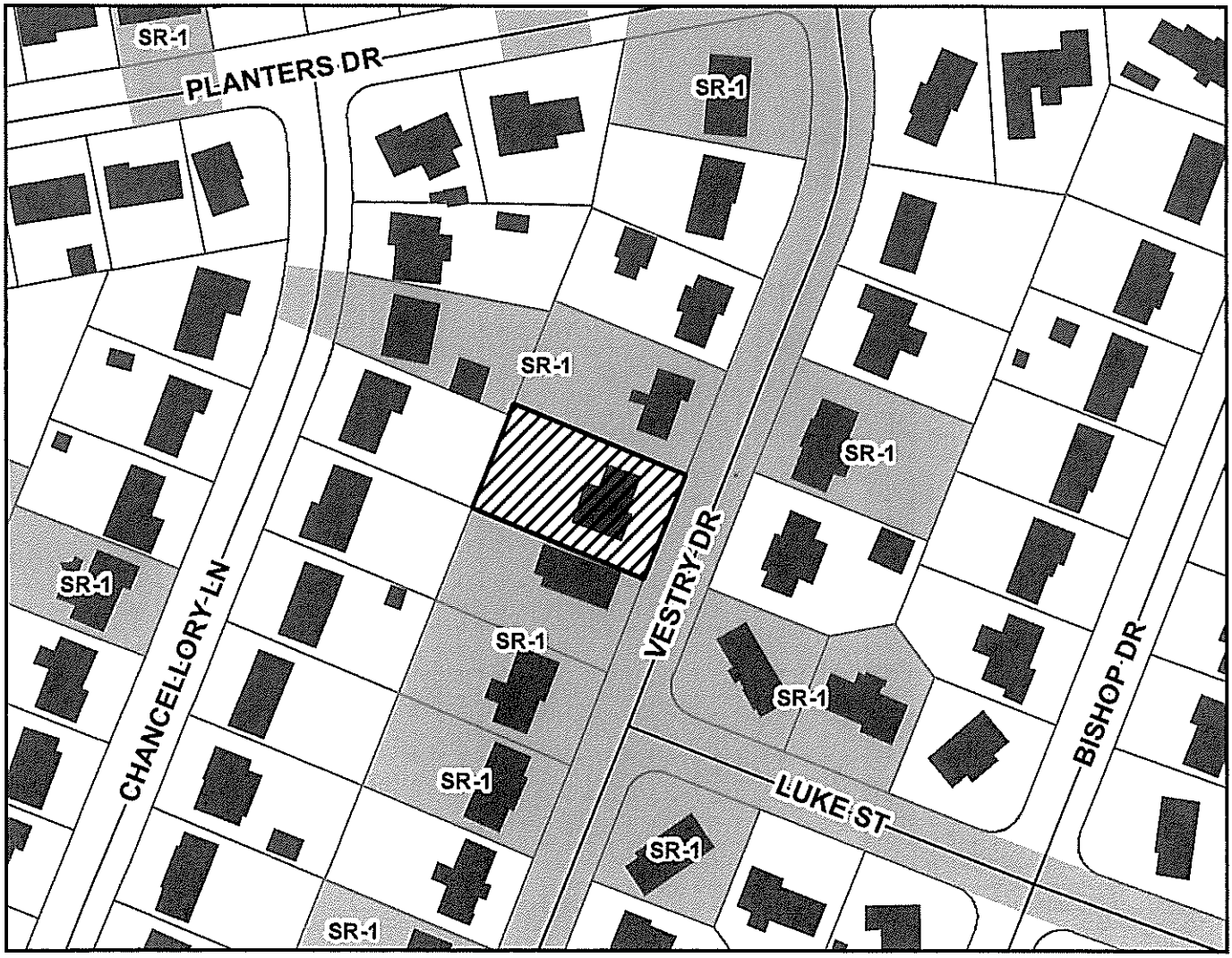
TMS #:
3551400095

Acreage: 0.33

City Council District: 2

West Ashley





Subject Property

Corporate Limits
City of Charleston

Water

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