



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA

There will be a meeting of the Public Works and Utilities Committee on Monday, April 25, 2016 to begin at 4:00 p.m. at 1st Floor Conference Room, 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

March 22, 2016

C. Request to Set a Public Hearing

None

D. Acceptance and Dedication of Rights-of-Way and Easements

1. **Ashley Park Phase 6** – Acceptance and dedication of Scharite Street (variable width right-of-way) and a portion of Hartland Street (variable width right-of-way).
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easements (2)
2. **615 Parrot Point Drive** – Abandonment of easement and acceptance and dedication of a new stormwater easement.
 - a. Abandonment of Easement
 - b. Exclusive Storm Water Drainage Easement
 - c. Plat
3. **23 Farmfield Drive** – Acceptance and dedication of a new exclusive stormwater drainage easement.
 - a. Exclusive Storm Water Drainage Easement
 - b. Plat

- c. Memorandum of Understanding for the Installation of a Cast Iron Submersible Pump System – Information regarding solution of a drainage problem for a resident of Farmfield Drive.

E. Requests for Permanent Encroachments

None

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

1. **3258 Arrow Arum Drive** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 4/5, 2016.**
2. **3467 Acorn Drop Lane** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 4/5, 2016.**
3. **204 Hampton Bluff Road** – installing 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 4/5, 2016.**
4. **2012 Gammon Street** - installing 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 4/5, 2016.**
5. **2206 Arthur Gaillard Lane** – installing driveway encroaching into drainage easement. This encroachment is temporary. **Approved 4/5, 2016.**
6. **615 Parrot Point Drive** – installing pervious (crushed shell) driveway encroaching into drainage easement. This encroachment is temporary. **Approved 4/5 2016.**
7. **455 ½ King Street** - installing 40" x 24" right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved 4/15, 2016.**
8. **123 King Street** - installing 2.5' x 2.5' right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved 4/15, 2016.**
9. **57 Queen Street** - installing 14" x 20" right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved 4/15, 2016.**
10. **600 Daggett Drive** – installing brick steps between street and sidewalk to alleviate 12-inch slope, encroaching into right-of-way. This encroachment is temporary. **Approved 4/15, 2016.**

G. Miscellaneous or Other New Business

None

Councilmember Perry K. Waring
Chairperson

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) TITLE TO REAL ESTATE
CITY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that Ashley Park Development, LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, shown as "SCHARITE STREET" and "HARTLAND STREET" as shown and designated on a plat entitled "FINAL SUBDIVISION PLAT OF A PORTION OF TRACT B-3B TO CREATE ASHLEY PARK PHASE 6 CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA PREPARED FOR ASHLEY PARK DEVELOPMENT, LLC

prepared by Thomas & Hutton, dated October 16, 2015, revised 02-16-16, and recorded in Plat Book _____ at Page _____ in the RMC Office for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Whitfield Company, Limited Partnership dated February 17, 2004 and recorded February 18, 2004 in Book L-484 at Page 837 in the RMC Office for Charleston County, South Carolina.

Grantee's Mailing Address: City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

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 CITY OF CHARLESTON, its successors and assigns forever.

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) 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 was transferred by Ashley Park Development, LLC
to City of Charleston on January.
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 distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): transfer of property to gov. agency (explanation required)
(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 the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is 0.00.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as ~~GRAND FEE~~ GRANTOR.
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

Print or Type Name Here

Sworn this 7th day of January 2016
Jordan L. Isaac
Notary Public for South Carolina
My Commission Expires: 5/19, 2025



STATE OF SOUTH CAROLINA) **EXCLUSIVE STORM**
) **WATER DRAINAGE**
) **EASEMENTS**
 COUNTY OF CHARLESTON) **CITY OF CHARLESTON**

This Agreement is made and entered into this ____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Ashley Park Homeowners Association, Inc. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of "Ashley Park Phases two and three" designated by Charleston County tax map number 306-00-00-928 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it two exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City two **NEW EXCLUSIVE 20 -FOOT WIDE PERMANENT STORM WATER DRAINAGE EASEMENTS**, more fully shown on a plat entitled "FINAL SUBDIVISION PLAT OF A PORTION OF TRACT B-3B TO CREATE ASHLEY PARK PHASE 6 CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA PREPARED FOR ASHLEY PARK DEVELOPMENT, LLC

”

prepared by Thomas & Hutton dated October 16, 2015, executed by Phillip P. Gerard, on February 16, 2016, and recorded in Plat Book ____ at page ____ in the RMC Office for Charleston, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 20-Foot Wide Permanent Stormwater Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. These

Exclusive 20-Foot Wide Permanent Stormwater Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive 20-Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness

Its: Public Service Director

Date: _____

Witness #2

WITNESSES

OWNER
Ashley Park Homeowners Association, Inc.



Witness #1



Name: Hilton C. Smith, III, President



Witness #2

Date: 4/4/16

STATE OF SOUTH CAROLINA) **EXCLUSIVE STORM**
) **WATER DRAINAGE**
) **EASEMENTS**
 COUNTY OF CHARLESTON) **CITY OF CHARLESTON**

This Agreement is made and entered into this ____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Ashley Park Development, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of Ashley Park Phase 6 designated by Charleston County tax map number 306-00-00-132 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it two exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City two **NEW EXCLUSIVE 20-FOOT WIDE PERMANENT STORM WATER DRAINAGE EASEMENTS**, more fully shown on a plat entitled

"FINAL SUBDIVISION PLAT OF A PORTION OF TRACT B-3B TO CREAT ASHLEY PARK PHASE 6 CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA PREPARED FOR ASHLEY PARK DEVELOPMENT, LLC

prepared by Thomas & Hutton dated October 16, 2015, executed by Phillip P. Gerard, on February 16, 2016, and recorded in Plat Book ____ at page ____ in the RMC Office for Charleston, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 20-Foot Wide Permanent Stormwater Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. These

Exclusive 20-Foot Wide Permanent Stormwater Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive 20-Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director
Date: _____

Witness #2

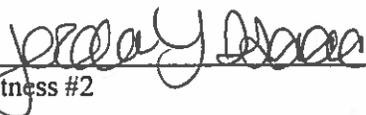
WITNESSES

OWNER
Ashley Park Development, LLC



Witness #1

Name: Hilton C. Smith, Jr., Manager



Witness #2

Date: 2/22/16

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

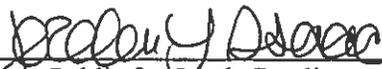
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Hilton C. Smith, Jr. sign, on behalf of Ashley Park Development, LLC, the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this
22 day of February, 2016.



Notary Public for South Carolina
My Commission Expires: 5/19/2025



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this
_____ day of _____, 20 ____.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA) ABANDONMENT OF EASEMENT
COUNTY OF CHARLESTON)

This Abandonment of Easement ("*Abandonment*") is entered into this 24th day of March, 2016, by and between the City of Charleston, a Municipal corporation organized and existing pursuant to the laws of the State of South Carolina ("*City*"), and Stacy Lauderdale-Littin ("*Owner*").

WHEREAS, Owner is the owner of Lot 5, 410 Tanner Trail Subdivision, Charleston County, South Carolina, designated as TMS No. Charleston, SC 29412 (the "*Property*"); and 452-06-00-144

WHEREAS, there currently exists on the Property a 20 ' Drainage Easement as shown on a plat recorded in Book _____, at Pages _____, in the RMC Office for Charleston, South Carolina ("*Old Easement*"); and

WHEREAS, Owner has requested that the City release and abandon the Old Easement; and

WHEREAS, the City is mindful to grant such request and desires to release and abandon the Old Easement, as more particularly described on Exhibit "A" attached hereto and shown on the Plat (as defined below); and

WHEREAS, upon the abandonment of the Old Easement, the owner of the real property which is subject to the Old Easement, has acknowledged on behalf of himself, his heirs and assigns, his sole and complete responsibility for the condition of the portion of the Old Easement as is currently exists and may exist in the future and has further agreed to hold the City, its officers, and agents and employees harmless from any and all claims concerning the Old Easement being hereby abandoned.

NOW THEREFORE, the City has abandoned the Old Easement hereinafter described and the drainage facilities located therein. The Old Easement and facilities hereby abandoned are located on that certain parcel of land in the County of Charleston and State of South Carolina, and is more particularly described on Exhibit "A" attached hereto and shown on a plat entitled Plat to Relocate an Existing Drainage Easement prepared by Atlantic Surveying, Inc dated Lois Grt, Belle Terre and recorded in Plat Book _____, at Page _____ in the RMC Office for Charleston County, South Carolina (herein the "*Plat*"). No portion of the Old Easement is abandoned except as specifically described on Exhibit "A," and shown on the Plat, as "20 ' DRAINAGE EASEMENT TO BE ABANDONED".

IN WITNESS WHEREOF, the Parties have caused this instrument to be signed in their names to be affirmed hereby by duly authorized authority the date and year first above written.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____, _____, sign on behalf of CITY OF CHARLESTON, the within Abandonment of Portion of Easement, and seal said Abandonment of Portion of Easement, and as its act and deed, deliver the same, and the (s)he with the other witness named, witnessed the execution thereof.

Witness #1

SWORN to before me this
_____ day of _____, 2014.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT "A"

ALL THAT CERTAIN piece, parcel or tract of land located in ____ Subdivision, City of Charleston, County of Charleston, State of South Carolina, shown and designated as "____ 20' DRAINAGE EASEMENT TO BE ABANDONED" on that certain plat entitled "____" prepared by _____, dated _____ and recorded in Plat Book _____, at Page _____ in the RMC Office for Charleston County, South Carolina.

STATE OF SOUTH CAROLINA)
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)
)
COUNTY OF CHARLESTON) **EXCLUSIVE STORM
WATER DRAINAGE
EASEMENT
CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Thomas W. Lauderdale (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage pipe and appurtenances ("Storm Water System") across a portion of 615 Parrot Point Drive, Charleston, SC 29413 designated by County tax map number 452-06-00-138 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it an exclusive easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City a **NEW EXCLUSIVE 20 - FOOT WIDE PERMANENT STORM DRAINAGE EASEMENT**, more fully shown on a plat entitled

"
prepared by Atlantic Surveying, dated 11-11-2015,
executed by Covert Nelson, on 3-24-16, and recorded in Plat Book _____ at page _____ in the R.M.C. Office for _____ County, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 20 -Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 20 -Foot Wide Permanent Stormwater Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive _____-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

OWNER

Muhel Demings
Witness #1

Name: Thomas W. Lauderdale

Molly Rhyne
Witness #2

Date: 4/1/16

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura S. Cabiness

Its: Director of Public Service

Witness #2

Date: _____

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

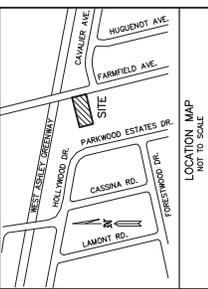
)
)
)
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Thomas W. Lauderdale sign, on behalf of, himself, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Michael O'Connell
Signature of Witness

SWORN to before me this
1st day of April, 2016.

[Signature]
Notary Public for South Carolina
My Commission Expires: 11/3/2018

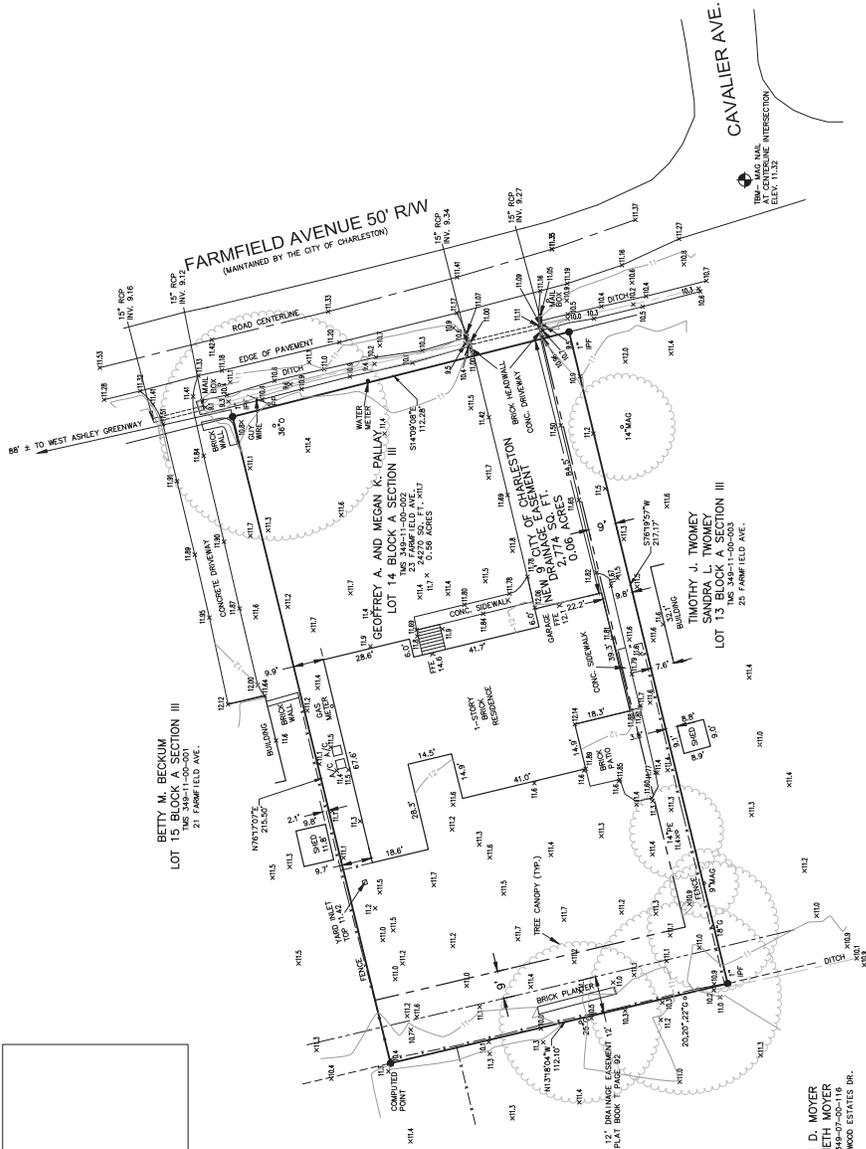


FOR APPROVAL STAMPS

MICHAEL CHRIST
LINDA B. CHRIST
TMS 348-07-00-218
324 PARKWOOD ESTATES DR.

FRANK H. RODENSER III
ALETHA RODENSER
320 PARKWOOD ESTATES DR.

LYNN D. MOYER
KENNETH MOYER
316 PARKWOOD ESTATES DR.



**PARKWOOD ESTATES
CITY OF CHARLESTON**

PLAT TO CREATE A NEW 9' DRAINAGE EASEMENT ACROSS LOT 14 BLOCK A SECTION III
CONTAINING 2,774 SQ. FT.

OWNED BY GEOFFREY A. AND MEGAN K. PALLAY

SCALE: 1" = 20'



APRIL 5, 2016

LENS E. SEABROOK
CIVIL ENGINEER & LAND SURVEYOR
P. O. BOX 98
CHARLESTON, S. C. 29405
(843) 884-4498
www.seabrook.com

BY THE RECORDING OF THIS PLAT
I HEREBY CERTIFY THAT I AM A
LICENSED ASME REGISTERED PROFESSIONAL ENGINEER
BY THE CITY COUNCIL OF CHARLESTON,
SOUTH CAROLINA, AND I AM A LICENSED SURVEYOR
BY THE STATE OF SOUTH CAROLINA.
FOOT DIMENSIONS TAKE PRECEDENCE TO THE USE
OF THE PUBLIC FOREVER.

OWNER _____ DATE _____
OWNER _____ DATE _____

NGVD 29

LEGEND
--- IRON PIPE FOUND

TREE LEGEND
--- CUM
--- AMODOLIA
--- PEDAN

REFERENCES:

1. PLAT BY A. J. CAVALLARO, DATED JUNE 22, 1985, IN PLAT BOOK T PAGE 92 RECORDED IN CHARLESTON COUNTY REC. OFFICE OCT. 7, 1984.
2. RECORD IN CHARLESTON COUNTY REC. OFFICE OCT. 7, 1984.
3. MONUMENTATION AND DOES NOT CONSTITUTE A TITLE SEARCH.

NOTES:

1. AREA DETERMINED BY COORDINATES BASED ON INTERPRETATION OF FEMA FLOOD DATUM NOVEMBER 17, 2004. THE PROPERTY IS (AREA OUTSIDE 500 YEAR FLOODPLAIN).
2. ENGINEERS HAVE CONDUCTED VISUAL INSPECTIONS OF THE LOCATION OF SURFACE DRAINAGE LINES THAT MAY AFFECT THE USE OF THE PROPERTY.
3. THIS PLAT IS BASED ON OLD DEEDS, OLD PLATS, LINES MONUMENTATION AND DOES NOT CONSTITUTE A TITLE SEARCH.

NOTE: THE CITY OF CHARLESTON
DEPARTMENT OF PUBLIC WORKS
HAS REVIEWED THIS PLAT FOR
CONFORMANCE WITH THE CITY
STORM WATER SYSTEM.

STATE OF SOUTH CAROLINA

)

PROBATE

)

COUNTY OF CHARLESTON

)

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Geoff A. Pally sign, on behalf of, himself, the within Exclusive Permanent Stormwater Drainage Easement, and seal said Exclusive Permanent Stormwater Drainage Easement, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this
15th day of April, 2016.



Notary Public for South Carolina

My Commission Expires: June 11, 2019

**MEMORANDUM OF UNDERSTANDING
FOR THE INSTALLATION OF A CAST IRON SUBMERSIBLE PUMP SYSTEM**

Between

THE CITY OF CHARLESTON, SOUTH CAROLINA

And

**Geoff A. Pally and Megan K. Pally,
PROPERTY OWNERS OF 23 Farmfield Avenue
(TMS No.:349-11-00-002)**

This Memorandum of Understanding hereinafter referred to as the **MOU** is made this 15th day of April, 2016, by and between The City of Charleston hereinafter referred to as **CITY** and Mr. Geoff Pally and Mrs. Megan Pally hereinafter referred to as the **PROPERTY OWNERS**.

Whereas, the **PROPERTY OWNERS** have experienced standing water in their backyard which is located at 23 Farmfield Avenue (TMS No. 349-11-00-002), Charleston, SC hereinafter referred to as the **PROPERTY**; and

Whereas, the **CITY** has inspected the **PROPERTY** and has investigated the drainage issue finding a drainage easement running through the back of the **PROPERTY**. Given the location of the drainage easement, the amount of standing water, and the minimal cost of providing a potential solution, the **CITY** is minded to work with the **PROPERTY OWNERS** to improve the drainage in the back of their **PROPERTY**; and

Whereas, **PROPERTY OWNERS** and the **CITY** have agreed to work together to install and maintain certain drainage improvements hereinafter described as the **PROJECT**.

NOW THEREFORE, in consideration for the above premises, and the several promises set forth below to be faithfully performed by the parties hereto, the sufficiency whereof is acknowledged, the **CITY** and the **PROPERTY OWNERS** do hereby agree as follows:

I. PROJECT DESCRIPTION:

The scope of work (hereinafter the **PROJECT**) on the **PROPERTY** shall generally consist of **the installation of a submersible sump pump and trench drain system as shown on plans entitled "23 Farmfield Drainage Improvement Study" referred to as Exhibit A which is attached hereto and incorporated herein. The City shall contract with a licensed contractor to have the trench drain, inlet structures, pump basin, pump, pump discharge and incidental items installed so that the system conforms to Exhibit A. Minor grading and restoration (sodding) of the areas disturbed during construction are considered part of the PROJECT scope. The PROPERTY OWNERS' shall have their contractor connect the electrical cable to an extension of the PROPERTY OWNERS' electrical system.**

II. SCHEDULE:

The effective date of this MOU is the date of the execution by the parties hereto. The sequence and timing of the drainage work for the **PROJECT** shall be determined by the contractor. The **CITY** reserves the right to amend the **PROJECT** schedule at its sole discretion. The **CITY** shall provide reasonable notification to **PROPERTY OWNERS** of changes to the **PROJECT** schedule.

III. THE CITY SHALL:

- a. Provide the **PROPERTY OWNERS** with timely updates concerning the **PROJECT** schedules, or any other such activities that may impact the **PROJECT**.
- b. The **CITY** shall coordinate, bid, contract, and pay for the approved drainage improvements provided for in the Scope of Work.
- c. Provide to the **PROPERTY OWNERS** a list of approved utility contractors licensed and qualified to perform the necessary electrical work to connect the installed pump to the **PROPERTY OWNERS'** electricity.
- d. Remove and dispose of, or otherwise handle any salvaged material (pipe, fittings, etc.) not incorporated into the **PROJECT**.
- e. The **CITY** shall be responsible for any covered repairs during the pump manufacturer's 5 - year warranty period, excluding any repairs or damage caused by the **PROPERTY OWNERS**.
- f. The **CITY** shall not be responsible for any damages due to flooding during power outages or storm events exceeding the design capacity of the pump.

IV. PROPERTY OWNERS SHALL:

- a. Review and approve the plans for construction of the **PROJECT** before construction begins. Approval cannot be unreasonably withheld.
- b. Permit the **CITY** and its agents to enter their backyard at the **PROPERTY** and access the drainage easement for purposes of installing drainage improvements, and making repairs as needed to the drainage improvements approved by the City's Public Service Department.
- c. Promptly provide the **CITY** with three written estimates for the electrical work to be performed.
- d. Agree that the electrical contractor selected to perform the electrical connection work, will be the contractor with the lowest of the three written estimates secured for the work to be performed. If the **PROPERTY OWNERS** demand to go with a different contractor, **PROPERTY OWNERS** shall notify the **CITY** of their request, and the **CITY** shall not unreasonably withhold approval of requested contractor.

- e. To have the selected electrical contractor install and connect the electrical service from the sump pump to the **PROPERTY OWNERS'** electricity. The electrical installation work shall include a shut-off switch to be located near the **PROPERTY OWNERS'** house and shall meet applicable code requirements.
- f. Permit, maintain, and pay for the electricity necessary to run the installed pump.
- g. Notify the **CITY** immediately after becoming aware of any hazards, damage, or needed repair of any component of the **PROJECT** being installed.
- h. Shall maintain all the **PROJECT'S** drainage inlets in a clean and useable condition free of yard debris, furniture, plants, and landscaping materials. This requirement includes cleaning the grate, removing any drainage clogs and performing routine maintenance thereof.

V. FUNDING:

- a. The **CITY** estimates the total cost of the **PROJECT** to be \$4950.00, see attached Exhibit B attached hereto and incorporated herein.
- b. The **CITY** shall be responsible for 100.00% of the cost of all construction items associated with the **PROJECT** to be performed and the **PROPERTY OWNERS** shall be responsible for providing the electricity for the installed sump pump.
- c. All other actual costs (engineering, construction inspection, permits, etc.) required for this **PROEJCT** shall be the responsibility of the **CITY**.
- d. **PROPERTY OWNERS** shall provide the **CITY** with the opportunity to review any cost estimates for the electrical work prior to the installation work. The **CITY** shall have the right to select the lowest bidder of the three estimates to perform the electrical work necessary for the **PROJECT**.

VI. GENERAL

- a. Upon **PROPERTY OWNERS'** acceptance of the work, or any specific portion thereof, **PROPERTY OWNERS** shall assume sole and complete responsibility for the new facility, and shall receive the benefit of all warranties and contractual rights as owners of the facility. For purposes of this **MOU**, **PROPERTY OWNERS** shall be considered to have accepted the **PROJECT** or any specific portion thereof, when commencing to utilize it. Written acceptance of the **PROJECT** shall also constitute acceptance.
- b. Amendment.

Any changes to this **MOU**, which are mutually agreed upon between **PROPERTY OWNERS** and the **CITY**, shall be incorporated in written amendment to this **MOU** and shall not become effective until the amendment is signed by all parties.

c. Liability.

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the construction activities performed pursuant to this MOU. Both Parties agree to maintain auto, property, and personal insurance coverage to cover any claims arising out of their negligence resulting from the **PROJECT**.

d. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

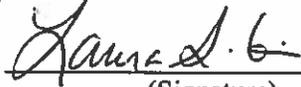
IN WITNESS WHEREOF, the parties have caused this MOU to be executed on the date indicated above.

Signed, sealed and executed for **CITY OF CHARLESTON**.

WITNESS:



City of Charleston

By: 
_____ (Signature)

Title: Director

Signed, sealed and executed for the **PROPERTY OWNERS**.

WITNESS:

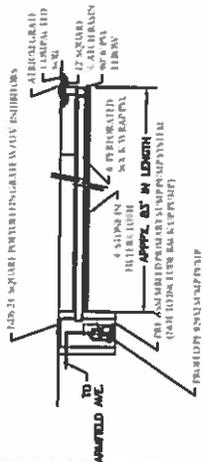
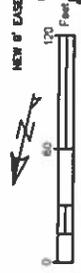
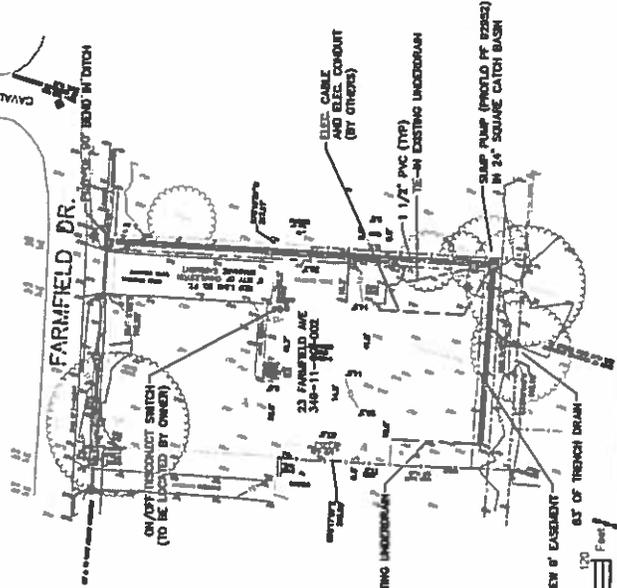


PROPERTY OWNERS

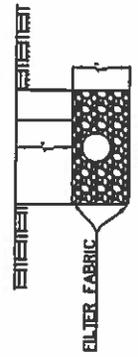
By: 
_____ Geoff A. Pallay (Signature)

By: 
_____ Megan K. Pallay (Signature)

NOTE: OWNER IS RESPONSIBLE FOR OBTAINING PERMITS FOR ELECTRICAL CONNECTION. OWNER IS RESPONSIBLE FOR OPERATION. OWNER IS RESPONSIBLE FOR CLEANING & MAINTAINING GRATES IN UNOCCUPIED CONDITION.



DETAIL A
N.T.S.



DETAIL B
N.T.S.



EXHIBIT A

- GENERAL NOTES:
1. THE CONTRACTOR SHALL CONTACT PUBLIC UTILITY PROTECTION SERVICES AT TELEPHONE NUMBER 215-261-1111 TO OBTAIN THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES.
 2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION) AND STANDARD DRAWINGS FOR ROAD CONSTRUCTION.
 3. ALL KNOWN UTILITY FACILITIES ARE SHOWN ESSENTIALLY ON THE SITE PLANS, AND ARE NOT NECESSARILY ACCURATE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES BY EXCAVATION. UTILITY FACILITIES NOT SHOWN ON THE PLANS OR BY EXCAVATION SHALL BE PRESUMED TO BE UNDERGROUND FACILITIES. EXCAVATION SHALL BE MADE AT THE CONTRACTOR'S RISK AND EXPENSE. THIS REQUIREMENT EXCEPT AS NOTED BELOW. EXISTING UTILITY FACILITIES MEANS ANY UTILITY THAT EXISTS ON THE PROJECT IN ITS ORIGINAL, RELOCATED OR NEWLY INSTALLED POSITION.
 4. CONTINUED WORK SHALL BE RESPONSIBLE FOR RELOCATING AND SETTING ALL VALVE BOXES AND METER BOXES TO THE ORIGINAL LOCATION OR TO THE LOCATION SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES TO REMAIN IN PLACE.
 5. THE CONTRACTOR SHALL TAKE ALL POSSIBLE PRECAUTIONS TO PRESERVE STRUCTURES, TREES, SHRUBS, AND OTHER PLANTING ON THE SITE.
 6. THROUGHOUT DURATION OF CONSTRUCTION, CONTRACTOR SHALL PROTECT AND MAINTAIN ALL EXISTING UTILITIES TO REMAIN IN PLACE.
 7. UPON COMPLETION OF THE PIPE INSTALLATION, ALL DISTURBED PAVED SURFACES ARE TO BE RESURFACED TO MATCH EXISTING SURFACES.
 8. CONTRACTOR SHALL OBTAIN TRAFFIC CONTROL PERMIT FROM CITY'S TRAFFIC AND TRANSPORTATION DEPT. PRIOR TO COMMENCEMENT OF WORK.
 9. TEMPORARY BENCH MARK (TBM) -



City of Charleston
PUBLIC SERVICE DEPARTMENT, ENGINEERING DIVISION
715 CALHOUN ST. CHARLESTON, S.C. 29401-1008
PHONE: (803) 734-3781



23 FARMFIELD
DRAINAGE IMPROVEMENT STUDY

Drawn By	Checked By
Reviewed By	Approved By
Scale	Date
Sheet No.	Sheet 1 OF 1

EXHIBIT B



Prestige Landscapes LLC

115 Hickory Trace Dr
 Goose Creek, SC 29445
 (843) 572-9370 office (843) 863-9071 fax
prestige@plscape.com www.plscape.com

Proposal

Name	City of Charleston	Farmfield
Address	23 Farmfield Ave	
City	Charleston	State SC ZIP 29407
Phone	Frank Newham (843) 724-3713	
Email	newhamj@charleston-sc.gov	

Date	3/8/2016
Job Type	Drainage
gpallay@gmail.com	

Qty	Description	Unit Price	TOTAL
1	Sump pump system as specified including sump, complete pump system, 1 1/2" PVC outlet to ditch 75 linear feet french drain, 6" corrugated perforated and socked pipe, and 1 12" drain box w/atrium grates	\$3,250.00	\$3,250.00
75	Pump system to include 215' 1 1/2" outlet pipe, inlet box and grate.	\$20.00	\$1,500.00
1	French drain, 6" corrugated perforated and socked pipe 12" drain box w/atrium grate	\$200.00	\$200.00
	Electrical not included		
Payment in full upon completion unless a deposit is requested at time of acceptance. We accept MasterCard, Visa, & Discover with a 3% convenience fee.			
		Subtotal	\$4,950.00
		Total	\$4,950.00

This proposal may be withdrawn by us if not accepted in 45 days.