



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, August 15, 2016 to begin at 4:15 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

May 23, 2016

June 21, 2016

July 25, 2016 - *DEFERRED*

C. Request to Set a Public Hearing

None

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

1. **Daniel Island Parcel Q Phase 3** - Acceptance and dedication of a portion of Fairchild Street (right-of-way varies). All infrastructure is complete.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easement
2. **Daniel Island Parcel J Phase 2** - Acceptance and dedication of a portion of Robert Daniel Drive (50-foot right-of-way). All infrastructure is complete.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
3. **Fleming Park** - Acceptance and dedication of Fleming Woods Road (42-foot to 50-foot right-of-way). Sidewalks and ditch re-establishment are bonded.
 - a. Title to Real Estate

- b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easement
4. **Maybank Village Phase 2A** - Acceptance and dedication of a portion of Timberline Drive (50-foot right-of-way). Final overlay and sidewalks are bonded.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easement
 5. **Maybank Specialty Shoppes Project** – Approval to notify SCDOT that the City intends to accept maintenance responsibility for a portion of the sidewalk located within the SCDOT right-of-way along Maybank Highway, SC 700. Letter and map attached.
 - a. Letter
 - b. Map

E. Requests for Permanent Encroachments

1. **Future Gadsdenboro Street (TMS 458-01-02-063)** – installing four building stoops and non-standard paving entrances into parking garage encroaching into right-of-way.

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

1. **547 Wading Place** – installing irrigation encroaching into the right-of-way. This encroachment is temporary. **Approved 7/12, 2016.**
2. **515 Stonebridge Way** – installing 6-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved 7/12, 2016.**
3. **517 McEnery Alley** – installing 6-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved 7/12, 2016.**
4. **1423 Milldam Pass** - installing 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 7/12, 2016.**
5. **700 King Street** – installing 11'4" x 4'7" awning encroaching into right-of-way. This encroachment is temporary. **Approved 7/12, 2016.**
6. **2529 Josiah Street** – transfer of approved encroachment from contractor to homeowner. Irrigation and broom finish concrete walkway extension encroaching into right-of-way. This encroachment is temporary. **Approved 7/12, 2016.**
7. **1452 Willtown Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 7/22, 2016.**

8. **2528 Josiah Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 7/22, 2016.**
9. **142 Brailsford Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 7/22, 2016.**
10. **103 River Green Place** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 7/22, 2016.**
11. **2525 Josiah Street** – transfer of approved encroachment from contractor to homeowner. Irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 7/22, 2016.**
12. **1760 Batten Drive** - installing 6-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved 7/22, 2016.**
13. **444 King Street** – installing 8"x26" right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved 7/22, 2016.**
14. **210 Creek Back Street** – installing tabby finish concrete driveway apron and irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 7/22, 2016.**
15. **378 Lesene Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 8/5, 2016.**
16. **49 Woodford Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 8/5, 2016.**
17. **1633 Oak Leaf Street** – installing irrigation encroaching into right-of-way and 4-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 8/5, 2016.**
18. **520 Rainsong Drive** – installing 4-foot aluminum fence encroaching into drainage easement. This encroachment is temporary. **Approved 8/5, 2016.**

G. Miscellaneous or Other New Business

1. Discussion of Stormwater Policy for grandfathered commercial developments. Report to be presented at September Public Works & Utilities Committee meeting.
2. Discussion on level of workforce in Environmental Services Division – for information only.

Councilmember Perry K. Waring
Chairperson

STATE OF SOUTH CAROLINA)
COUNTY OF ~~CHARLESTON~~ BERKELEY)
CITY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that The Daniel Island Company, Inc. ("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~~ Berkeley, State of South Carolina, ~~located~~ shown as Fairchild Street

as shown and designated on a plat entitled Final Subdivision Plat of A Portion of Parcel Q-5 (14.00 Ac.) (TMS #275-00-00-155) To Create Parcel Q-5-1 (4.00 Ac.), Parcel Q-5-2 (8.97 Ac.) and A New Portion of Fairchild Street (1.03 Ac.), City of Charleston, Berkeley County, South Carolina prepared for and owned by Daniel Island Company, Inc.

prepared by Thomas & Hutton, dated April 14, 2016, revised _____, and recorded in Plat Book _____ at Page _____ in the RMC Office for Berkeley 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.

Corrective

This being a portion of the property conveyed to Grantor herein by deed of the Daniel Island Investments L.L.C. dated March 22, 2001 and recorded March 28, 2001 in Book 2198 at Page 49 in the RMC Office for Berkeley 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 BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

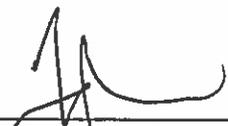
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by The Daniel Island Company, Inc.
to City of Charleston on _____, 2016.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration 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 to government entity (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 Exempt.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who 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

Matthew R. Sloan

Print or Type Name Here

Sworn this 9 day of June 2016

Jamie Malloy
Notary Public for South Carolina

My Commission Expires: 9/17, ~~20~~ 2017

Exclusive 30 -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 30 -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 The Daniel Island Company, Inc.

Mary Hackett

Witness #1

By: [Signature]

Name: Matthew R. Sloan, Its President

[Signature]

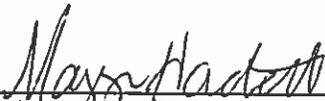
Witness #2

Date: June 9, 2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

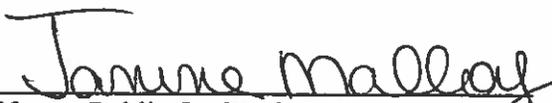
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Matthew R. Sloan, as President sign, on behalf of The Daniel Island Company, Inc., 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
9 day of June, 20 16.



Notary Public for South Carolina
My Commission Expires: 9/17/2017

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: _____



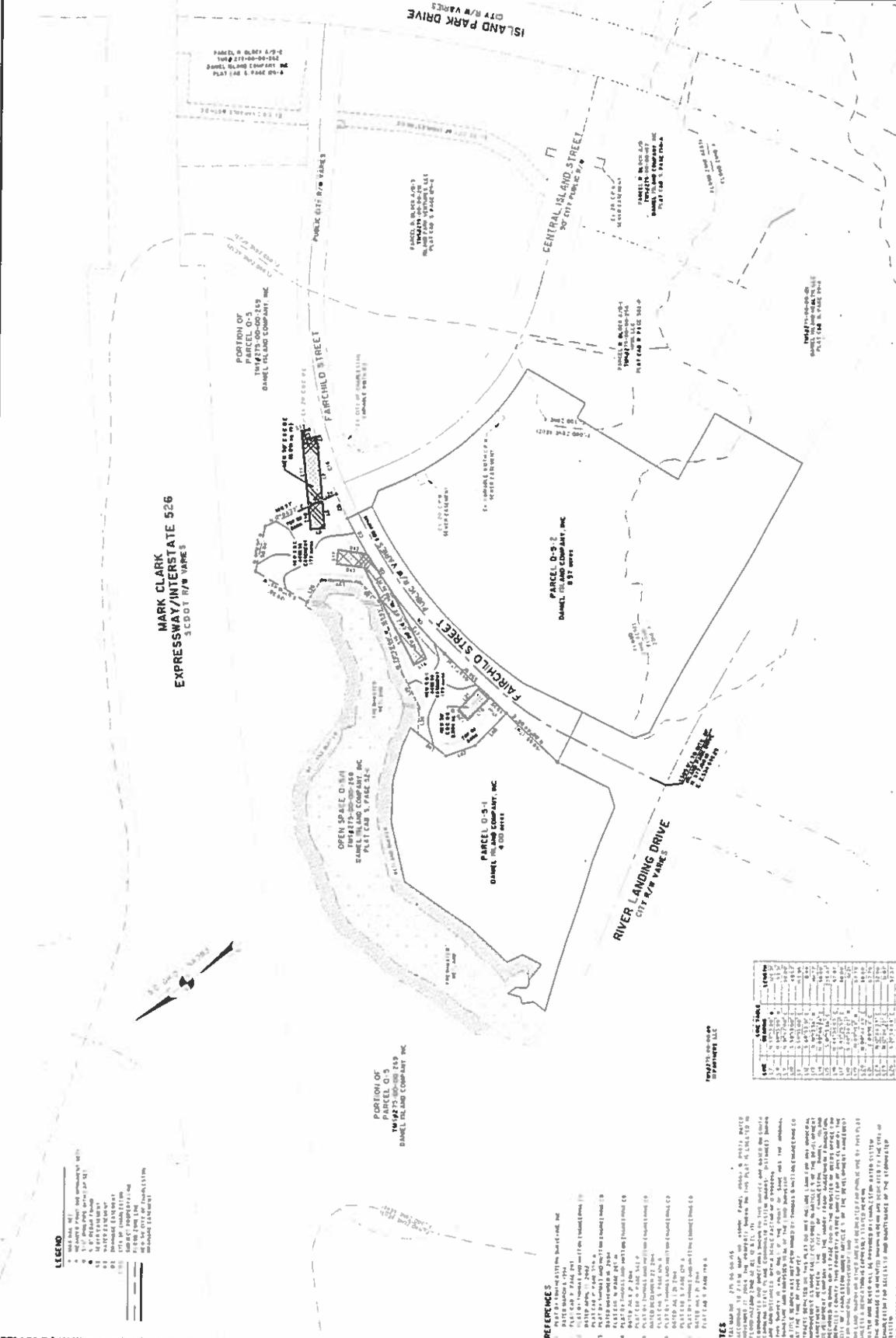
VICINITY MAP

THIS MAP WAS PREPARED BY THE ENGINEER AND SURVEYOR IN CHARGE OF THE PROJECT, DANIEL ISLAND COMPANY, INC., AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF DANIEL ISLAND COMPANY, INC.

**EXHIBIT 'A' SHOWING
A PORTION OF
PARCEL Q-5 (14.00 AC.)
(TMS#275-00-00-155)
TO CREATE
PARCEL Q-5-1 (4.00 AC.),
PARCEL Q-5-2 (8.97 AC.)
AND A NEW PORTION OF
FAIRCHILD STREET (1.03 AC.)**

CITY OF CHARLESTON
STREET CORRECTION
DANIEL ISLAND COMPANY, INC.

THOMAS & HUTTON
ENGINEERS AND SURVEYORS
642 JEFFERSON DAVIS BLVD., SUITE 100
PO BOX 1522
MAYFIELD, SC 29545-1522
P 803.649.3200 F 803.649.3203



MARK CLARK EXPRESSWAY/INTERSTATE 526
JACOBI R/W VARIANCE



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STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that The Daniel Island Company, Inc. ("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 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 Berkeley State of South Carolina, identified as (list street names) Robert Daniel Drive 50' Public R/W

as shown and designated on a plat entitled "Final Subdivision Plat of Parcel J-2 (17.30 Ac.) to Create a New 50' Public Right-of-Way (0.70 Ac.) & Parcel J-2 (16.60 Ac.) and the Subsequent Property Line Adjustment Between Parcel J-2 (16.60 Ac.) & Open Space J-2/A/3 (0.45 Ac.) to Create Parcel J-2 (16.32 Ac.) & Open Space J-2/A/3 (0.73 Ac.), City of Charleston, Berkeley County, South Carolina, prepared for and owned by Daniel Island Company, Inc." prepared by Thomas & Hutton Engineering Co., dated April 4, 2016, revised _____, and recorded on _____ in Plat Book _____ at Page _____ in the ROD Office for Berkeley 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 Daniel Island Residential Investments, LLC dated November 8, 1998 and recorded November 9, 1998 in Book 1478 at Page 16 in the ROD Office for Berkeley County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
75 Calhoun Street
Third Floor
Charleston, South Carolina 29401

Portion of TMS No.:

275-00-00-112

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) 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 The Daniel Island Company, Inc.
to City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): Transfer to Government entity (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 Exempt.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who 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.

The Daniel Island company, Inc.



Responsible Person Connected with the Transaction

Matthew R. Sloan, President

Print or Type Name Here

Sworn this 16th day of June 2016

[Signature]
Notary Public for South Carolina

My Commission Expires: 10/16, 2024



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
CITY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CW - Charleston, 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, located in James Island
as shown and designated on a plat entitled _____
"FINAL SUBDIVISION PLAT OF FLEMING PARK TMS #340-03-00-017 LOCATED ON
JAMES ISLAND CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH
CAROLINA SURVEYED FOR ASHTON WOODS HOMES - CAROLINAS"

prepared by Nancy F. Schwacke, dated April 1, 2015, revised 11/4/15, 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 Sunspring Fleming
Investors, LLC dated October 29, 2014 and recorded
October 31, 2014 in Book 0438 at Page 302 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.

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 26 day of January, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Suzanna Kucielko
Witness Number One

Juliana Jagielko
Printed Name

[Signature]
Witness Number Two

Monica Suerd
Printed Name

Grantor
CW - Charleston, LLC,
a Delaware limited liability company
By: CW - LT Management, L.L.C.,
Its: Manager

[Signature]
By: John E. Cork
Its: President

STATE OF ARIZONA)
COUNTY OF Maricopa)

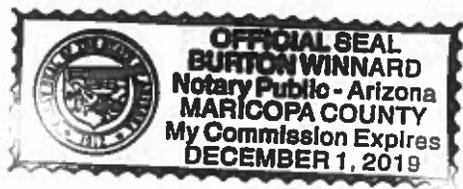
PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named CW - Charleston, LLC, by CW - LT Management, L.L.C, its Manager by its duly authorized officer John E. Cork sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

[Signature]

SWORN to before me this 26 day of January, 2016

[Signature]
NOTARY PUBLIC FOR ARIZONA

MY COMMISSION EXPIRES: 12-1-19



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 CW-Charleston, LLC
to the City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) _____ exempt from the deed recording fee because (See Information section of affidavit): Ex. #2-Political Institution (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 _____

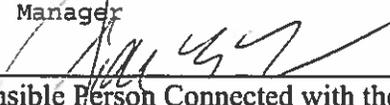
4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market 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 N/A.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who 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.

CW - Charleston, LLC, a Delaware limited liability company

By: CW - LP Management, L.L.C.

Its: Manager

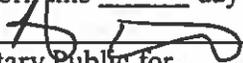


Responsible Person Connected with the Transaction

John E. Cork, its President

Print or Type Name Here

Sworn this 10 day of February 2016



Notary Public for Arizona
My Commission Expires: Dec. 1, 2019

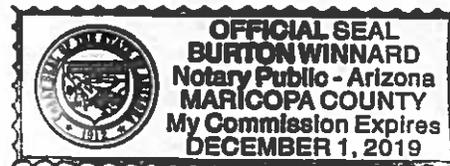


Exhibit A



NO.	DESCRIPTION	AMOUNT	DATE
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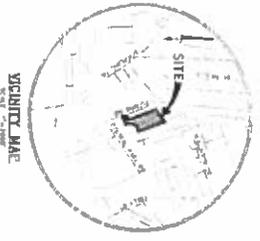
NOTES

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REFERENCES

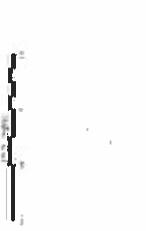
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BOWMAN CONSULTING

Professional Engineer's Seal

1005

BOWMAN CONSULTING

Professional Engineer's Seal

1005

1005

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
CITY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that BEAZER HOMES CORP., a TENNESSEE CORPORATION ("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, located in MAYBANK VILLAGE PHASE 2-A

as shown and designated on a plat entitled FINAL PLAT SHOWING THE SUBDIVISION OF TRACT B TMS NO. 313-00-00-056 (23.137 AC) TO CREATE MAYBANK VILLAGE PHASE 2-A CONTAINING 8 LOTS (0.989 AC), RIGHT-OF-WAYS (0.548 AC), AND RESIDUAL TRACT B (21.600 AC) PROPERTY OF BEAZER HOMES CORP., A TENNESSEE CORPORATION

prepared by HLA, Inc., dated April 18, 2016, revised _____, 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 Tidelands Bank dated November 15, 2013 and recorded November 18, 2013 in Book 0373 at Page 811 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 BEAZER HOMES CORP.
to THE CITY OF CHARLESTON on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): #2 (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 _____.
- 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as GRANTOR.
- 9. I understand that a person required to furnish this affidavit who 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.

Beazer Homes Corp.
Douglas L. Schwartz
Responsible Person Connected with the Transaction

Douglas L. Schwartz, its Area President
Print or Type Name Here

Sworn this 20th day of May 2016
Duke A. Carter
Notary Public for South Carolina
My Commission Expires: Oct. 14, 2025

LEGEND

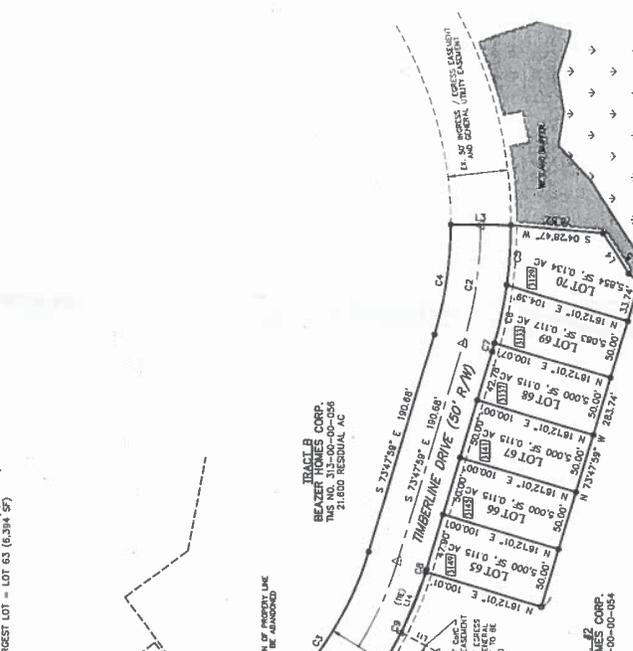
- BOUNDARY LINE & CORNER FOUND (AS DESCRIBED)
- BOUNDARY LINE & CORNER SET (5/8" REBAR)
- BOUNDARY LINE & CALCULATED POINT
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE (AS DESCRIBED)
- WETLAND LINE
- WETLAND BUFFER
- CITY OF CHARLESTON
- E/S
- ADDRESS

NOTES

1. AREA DETERMINED BY THE COORDINATE METHOD.
2. THE PROPERTY IS LOCATED IN FLOOD ZONE X AS PER EFFECTIVE NOVEMBER 17, 2004. COMMUNITY PANEL 45412 0640 J. FLOOD ZONE X HAS BEEN DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
3. NO UNDERGROUND EXPLORATION PERFORMED FOR THIS SURVEY.
4. ALL FOUND PINS ARE 5/8" REBAR UNLESS OTHERWISE NOTED.
5. S&C 2008-55-20W DATED NOVEMBER 17, 2008.
6. WATER TO BE PROMOTED BY ST. JOHN'S WATER COMPANY.
7. S&C 2008-55-20W DATED NOVEMBER 17, 2008.
8. THE CITY OF CHARLESTON (COC) DRAINAGE EASEMENTS ARE DEDICATED TO THE STORMWATER SYSTEM.
9. TOTAL LOTS = 8
 - LARGEST LOT = LOTS 66-68 (3,000 SF)
 - SMALLEST LOT = LOT 65 (1,534 SF)

REFERENCES

1. TMS NO. 313-00-00-056
2. PLAT BY CPA DATED SEPTEMBER 7, 2004 AND RECORDED IN PLAT BOOK 61, PAGE 506, CHARLESTON COUNTY RMC.
3. PLAT BY HILAINC DATED APRIL 27, 2005 AND RECORDED IN PLAT BOOK 61, PAGE 507, CHARLESTON COUNTY RMC.
4. DEED RECORDED NOVEMBER 18, 2013 IN DEED BOOK 0373, PAGE 812, CHARLESTON COUNTY RMC.
5. PLAT BY HILAINC DATED AUGUST 18, 2014 AND RECORDED IN PLAT BOOK 61, PAGE 414, CHARLESTON COUNTY RMC.
6. PLAT BY HILAINC DATED APRIL 27, 2005 AND RECORDED IN PLAT BOOK 316, PAGE 28, CHARLESTON COUNTY RMC.



CURVE	ADIUS	DELTA	TANGENT	LENGTH	BEARING	CHORD
C1	300.00	38.2437°	97.12	187.81	S85°31'43.72"	184.79
C2	315.00	35.5232°	89.02	172.18	S85°30'38.16"	169.30
C3	315.00	16.2519°	46.30	83.15	S84°00'38.16"	82.83
C4	375.00	7.3842°	25.08	50.04	S86°23'26.16"	50.00
C5	375.00	1.0811°	3.41	7.22	S78°24'27.16"	7.19
C6	325.00	0.2414°	1.05	2.10	S73°26'24.16"	2.10
C7	325.00	1.8250°	5.69	10.47	S64°13'13.16"	10.42
C8	325.00	8.9824°	25.07	50.05	S50°35'36.16"	50.00
C9	325.00	16.1648°	47.0	9.28	N50°39'48.16"	9.23
C10	25.00	1.6637°	18.43	29.07	S85°23'11.16"	27.48

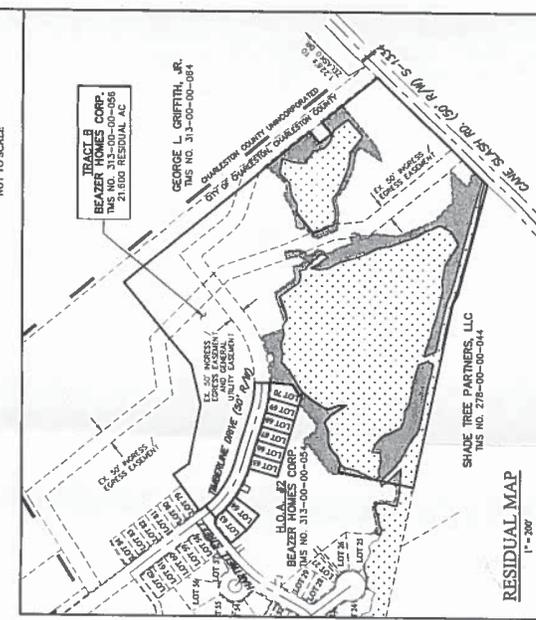
BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL OF THE CITY OF CHARLESTON, THE CITY ENGINEER HEREBY DEDICATE ALL ROADS, ROAD RIGHTS-OF-WAY AND EASEMENTS TO THE USE OF THE PUBLIC FOREVER.

[Signature]
 BEAZER HOMES CORP., A TENNESSEE CORPORATION

ROHARD D. LACEY S.C.P.L.S.-18720
 5-25-2016



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY. NO UNREASONABLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



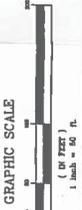
FINAL PLAT SHOWING THE SUBDIVISION OF TRACT B TMS NO. 313-00-00-056 (23,137 AC) TO CREATE MAYBANK VILLAGE PHASE 2-A CONTAINING 8 LOTS (0.989 AC), RIGHT-OF-WAYS (0.548 AC), AND RESIDUAL TRACT B (21,600 AC)

PROPERTY OF
BEAZER HOMES CORP.
 A TENNESSEE CORPORATION

LOCATION IN
 JOHN'S ISLAND, CITY OF CHARLESTON
 CHARLESTON COUNTY, SOUTH CAROLINA
 DATE: APRIL 18, 2016 SCALE: 1" = 50'

HILAINC
 LAND PLANNING & SURVEYING
 CIVIL ENGINEERING
 29 Ladbuck Drive, A1, Charleston, SC 29407-6988
 tel: 843.763.1166 fax: 843.763.1999 web: www.hilainc.com

0406235-00-24206 0406235



STATE OF SOUTH CAROLINA)
)
)
)
 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 BEAZER HOMES CORP., A TENNESSEE CORPORATION (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining a storm water drainage ditch and appurtenances ("Storm Water System") across a portion of Maybank Village 2-A designated by Charleston County tax map number 313-00-00-054 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

" FINAL PLAT SHOWING THE SUBDIVISION OF TRACT B TMS NO. 313-00-00-056 (23.137 AC) TO CREATE MAYBANK VILLAGE PHASE 2-A CONTAINING 8 LOTS (0.989 AC), RIGHT-OF-WAYS (0.548 AC), AND RESIDUAL TRACT B (21.600 AC) PROPERTY OF BEAZER HOMES CORP., A TENNESSEE CORPORATION "

prepared by HLA, Inc., dated April 18, 2016, executed by Richard Lacey, on 5/25/2016, and recorded in Plat Book _____ at page _____ in the R.M.C. Office for Charleston County, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

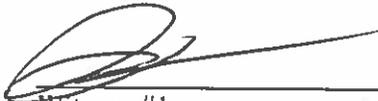
SAID EXCLUSIVE STORM DRAINAGE EASEMENT having such size, shape, location, and butting, and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

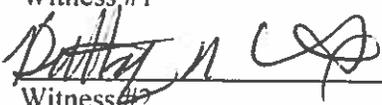
The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive 20-Foot Wide Permanent Stormwater Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Stormwater System. This Exclusive 20-Foot Wide Permanent Stormwater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

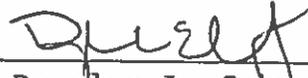
IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.



Witness #1


Witness #2

OWNER Beazer Homes Corp.

Name: 

Douglas L. Schwartz, Area
President

Date: May 20, 2016

WITNESSES:

CITY OF CHARLESTON

Witness #1

Witness #2

By: Laura S. Cabiness
Its: Director of Public Service
Date: _____

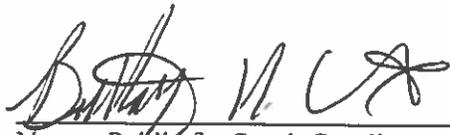
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **PROBATE**

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Douglas L. Schwartz, Area President sign, on behalf of, BEAZER HOMES CORP., 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.

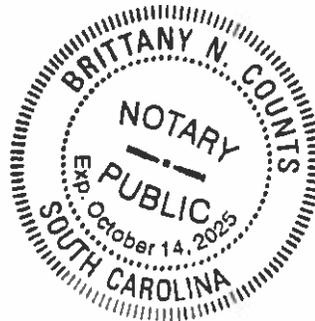


Signature of Witness

SWORN to before me this
20th day of May, 2016.



Notary Public for South Carolina
My Commission Expires: 10-14-25





City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

Date

Mr. Kirk R. Richards, P.E.
Assistance District Maintenance Engineer
SCDOT – District Six
6355 Fain Blvd
North Charleston, SC, 29406

RE: Maintenance of Standard Construction Materials within the Maybank Specialty Shoppes Project

Dear Mr. Richards:

This letter concerns a proposed sidewalk to be constructed in conjunction with the Maybank Specialty Shoppes Project within the SCDOT right-of-way along Maybank Highway, SC 700. It is our intention that this will be a public sidewalk.

The City Council of Charleston, at its meeting held [date of meeting], agreed to accept full maintenance responsibility for the proposed sidewalk within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain this sidewalk and corner handicap ramps in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, and AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities*).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at cabinessl@charleston-sc.gov.

Sincerely,

Laura S. Cabiness, P.E.

Cc: Michael R. Metzler, Deputy Director
Thomas F. O'Brien, Deputy Director
Adelaide Andrews, Deputy Corporate Council
Earthsources Engineering

LOT 16-B
 JAMES B. BOBBO, JR.
 TMS# 313-00-00-326
 0.647 ACRES
 ZONED: GB

ONE-WAY
 DOUBLE SIDED
 ELEVATION 27.83'
 BASED ON NGVD 1929
 "ONE-WAY" SIGN (TYP.)
 (SEE DETAIL SHEET C-500)

BIKE RACK (TYP.)
 (SEE DETAIL SHEET C-500)

HOLLYDALE COURT
 90.5' 50' R/W
 138.55'

CONTRACTOR TO SAWCUT CLEAN EDGE
 ALONG EXISTING ASPHALT PRIOR TO
 LAYING THE NEW DRIVE(S) AS
 NECESSARY.
 NEW PAVEMENT INTERFACE WITH EXISTING
 ASPHALT (TYP.)
 (SEE DETAIL SHEET C-500)

24" STOP BAR AND SIGN W/ "DO
 NOT ENTER" SIGN (TYP.)
 SIGNED "ONE-WAY" SIGN (TYP.)
 (SEE DETAIL SHEET C-500)

STOP

SPEED
 LIMIT
 25

RIBBON CURB (TYP.)
 (SEE DETAIL SHEET C-500)

VALLEY GUTTER (TYP.)
 (SEE DETAIL SHEET C-500)

10' X 25' LOADING ZONE (TYP.)
 (SEE DETAIL SHEET C-500)

10' X 11' CONCRETE DUMPSTER PAD
 WITH BRICK SCREENING (TYP.)
 (SEE DETAIL SHEET C-500)

CONCRETE HANDICAP PARKING AND
 OFF-LOAD STRUCTURE (TYP.)
 (SEE DETAIL SHEET C-500)

SUGGS LIZZIE C LIFE ESTATE
 TMS# 313-00-00-021
 5 ACRES
 ZONING: MHC-O

HANDICAP PARKING AND SIGN (TYP.)
 (SEE DETAIL SHEET C-500)

PROPOSED
 RETAIL BUILDING
 AREA=6,800 SQ.FT.
 FFE= 28.00'

134 SF OF PAVEMENT SIDEWALK (TYP.)
 (SEE DETAIL SHEET C-500)

LANDING & (4) STEPS
 (SEE ARCHITECTURAL PLANS)

138 LF OF 5' FLUSH CONCRETE
 SIDEWALK WITH BRICK FLOOR
 SCORE JOINTS
 (TYP.) (SEE DETAIL SHEET C-500)

3' WOOD FENCE

MAYBANK HIGHWAY SC 700
 60' R/W

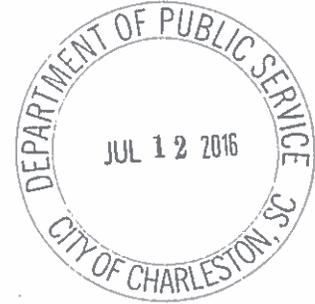
SPEED
 LIMIT
 45

131 LF
 OF 5' WIDE SIDEWALK
 WITHIN THE SCDDOT
 RIGHT-OF-WAY

MAYBANK SPECIALTY SHOPPES - SIDEWALK EXHIBIT



CITY OF CHARLESTON
 Department of Public Service
 Engineering Division
 2 George Street, Suite 2100
 Charleston, SC 29401



ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: Concord Park Associates, LLC
 Mailing Address: 25 CALHOUN ST., SUITE 320 Email: MHARPER@EWPARTNERS.COM
 City/State/Zip: CHARLESTON, SC 29401
 Telephone: 843-388-4681 Work: _____ Cell: 970-331-1778
 Contractor: Trident Construction Contact/Number/Email Chase Mordy

DESCRIBE ENCROACHMENT

1. Description of encroachment: Encroachment of building stoops into south R/W of Gadsdenboro Street/non standard materials for driveway
2. Method for securing: _____
3. Property description and address where encroachment is requesting to be placed (Exhibit A):
See Plan. New Gadsdenboro multifamily housing complex at corner of Laurens St. and Concord St.
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (Exhibit B) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be typed. Signatures in blue ink.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in blue ink.
10. Provide processing fee of \$25.00. Checks shall be made payable to the City of Charleston.
11. Provide recordation fee of \$5.00 per sheet if applicable, upon submission of application. Checks shall be made payable to the Register Mesne Conveyance for <county> County.

-  Fence
-  Sprinkler Head
-  Gate

RECEIVED BY PUBLIC SERVICES: M. Hedges DATE: 7/12/16

*Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and/or agreements **will not** be accepted.*

Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“**Agreement**”) is made in the County and City of Charleston, SC, on 12th day of July, 2016 by and between **The City of Charleston**, a South Carolina Municipal Corporation (hereinafter referred to as “**City**”) and CONCORD PARK ASSOCIATES, LLC (hereinafter referred to as “**Grantee**”).

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) Future Gadsdenboro Street to be dedicated to the City at completion of construction. Located on southeast side of Gadsdenboro Park. in the City of Charleston, South Carolina (“**Property**”), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 458-01-02-063
Encroachment of building stoops into south R/W of Gadsdenboro Street and non standard materials for driveway
 (“**Encroachment**”); and

Whereas, Grantee desires to install/construct the Encroachments on the City’s Property as shown on Exhibit B (“**Encroachment Area**”) which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.
2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City’s Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.
3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.
4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City’s satisfaction.
 - a. If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.
5. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee’s Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney’s fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.
7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.
8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

9. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City: Department of Public Service Engineering Division 2 George Street, Suite 2100 Charleston, South Carolina 29401	To Grantee: <u>CONCORD PARK ASSOCIATES, LLC</u> <u>25 CALHOUN STREET, SUITE 320</u> <u>CHARLESTON, SC 29401</u>
Location of Encroachment <u>Gadsdenboro Street</u>	

Notices shall be deemed effectively served upon the deposit in the United States Mail.

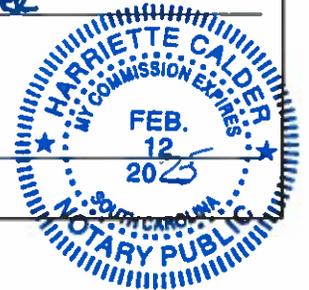
10. **Applicable Law.** This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

SIGNED AND DELIVERED IN THE PRESENCE OF: _____	THE CITY OF CHARLESTON
_____	BY: _____ Mayor/Director of Public Services Department
Witnesses of the Mayor/Director of Public Services Department	
The foregoing instrument was acknowledged before me by its maker.	
Signature of Notary	Commission Expires

SIGNED AND DELIVERED IN THE PRESENCE OF: <u>Stable A. [Signature]</u>	THE GRANTEE
<u>[Signature]</u>	BY: <u>Miller - Harper</u> Grantee
Witnesses of Grantee's Signature	<u>MILLER - HARPER</u> Printed Name
The foregoing instrument was acknowledged before me by its maker.	
Signature of Notary	<u>2/12/25</u> Commission Expires

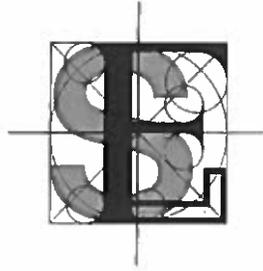


Committee on Public Works Decision

Approved Disapproved

_____ Date

Conditions and/or Restrictions are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions: _____



**FORSBERG
ENGINEERING
& SURVEYING
INCORPORATED**

July 12, 2016

To: Tom O'Brien
City of Charleston Dept. of Public Service
Engineering Division

Re: Gadsdenboro Park Multifamily Housing
Encroachment Agreement Request
TMS # 458-01-02-063
Site Plan #2013-79

Dear Tom:

Attached is the encroachment agreement request for Gadsdenboro Park. We are requesting an encroachment of four building stoops into the south right of way of the Future Gadsdenboro Street to be dedicated to the City. We also propose to use specialty (non standard) paving as the drive into the parking garage. The owner has been through the DRC review and they have approved the plan. The plans have also been submitted to the BAR and the City architect is in favor of the location of the stoops. We have attached Exhibit A showing the location of the site and Exhibit B showing the encroachments.

Please review the attached submittal and please do not hesitate to contact me with any questions/comments.

Sincerely,

Trey Linton

FORSEBERG ENGINEERING AND SURVEYING, INC. 1807 S. BAYVIEW BOULEVARD SUITE 100 CHARLESTON, SOUTH CAROLINA 29405 (843) 792-1111



TO CREATE NEW ANSONBOROUGH/GADSDENBORO STREET (A NEW RIGHT OF WAY) TO BE CONVEYED TO THE CITY OF CHARLESTON CITY OF CHARLESTON, SOUTH CAROLINA

DATE	11/27/2013
PREPARED BY	JM/DCP
CITY PROJECT NO.	2818-7
APPROVED	12/12/2013
SCALE	1"=50'
SHEET NUMBER	1

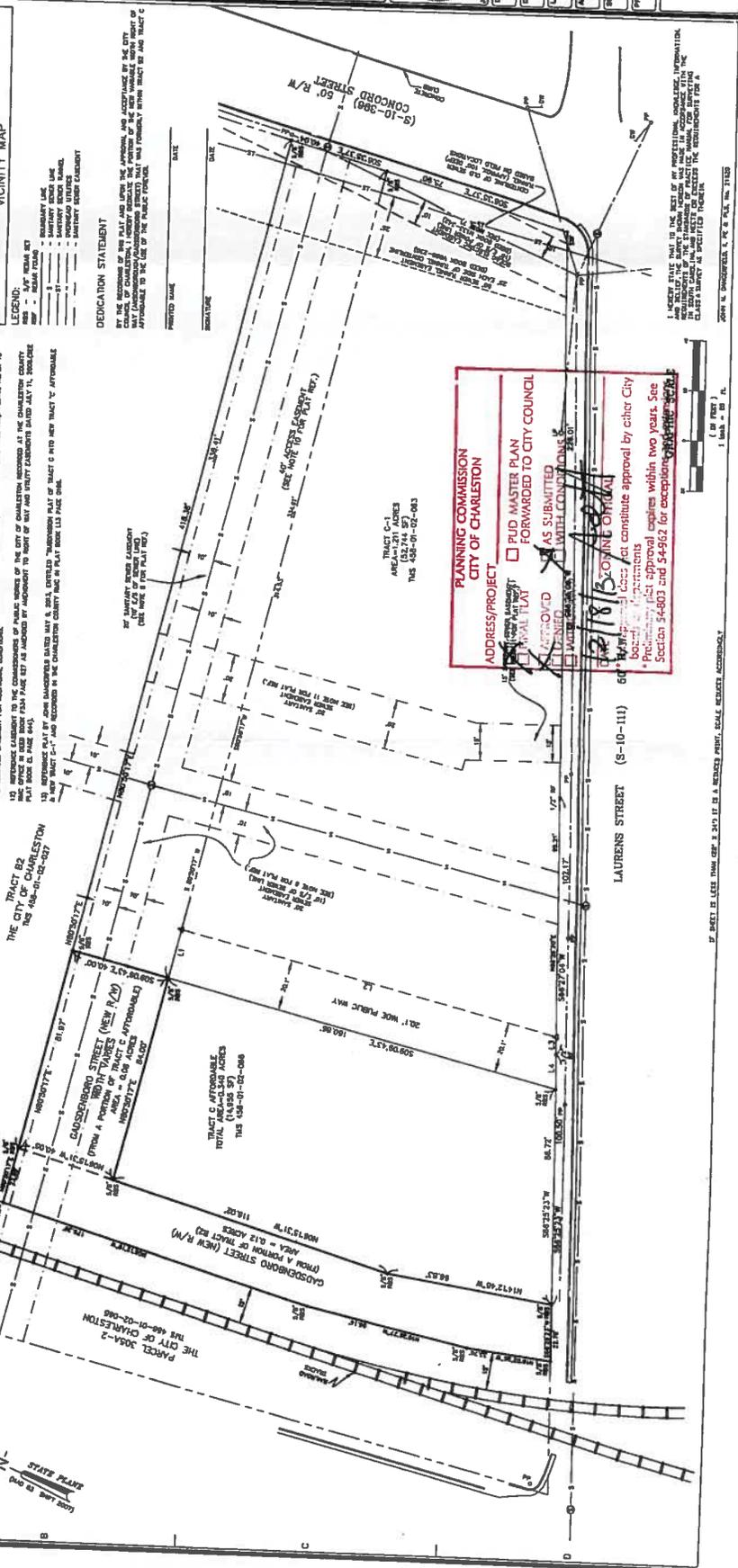


LEGEND:
 --- REALTY SET
 --- PROPERTY LINE
 --- BOUNDARY SURVEY LINE
 --- BOUNDARY SURVEY BEARING
 --- BOUNDARY SURVEY DISTANCE
 --- BOUNDARY SURVEY CALCULATION

DEDICATION STATEMENT
 BY THE RECORDS OF THIS PLAN AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY OF CHARLESTON, SOUTH CAROLINA, THE CITY OF CHARLESTON, SOUTH CAROLINA, HAS RECEIVED THE NEW RIGHT OF WAY FROM THE LANDOWNER AND HAS ACCEPTED THE USE OF THE PUBLIC HIGHWAY.

NOTES:
 1) THE PROPERTY IS OWNED BY THE CITY OF CHARLESTON.
 2) THE NO. 488-01-02-068
 3) TOTAL AREA OF TRACT C APPROXIMATELY 3.4 ACRES
 4) TOTAL AREA OF TRACT C-1 APPROXIMATELY 1.7 ACRES
 5) ACCORDING TO THE PLAT RECORDS, THE CITY OF CHARLESTON HAS A SPECIAL TAXING DISTRICT IN THE AREA OF TRACT C-1.
 6) THE PLAT DOES NOT REFLECT THE EXTENT OF HOUSING OF U.S. ARMY CORPS OF ENGINEERS "LABORATIONAL WETLANDS".
 7) PUBLIC UTILITIES AND SERVICES ARE AVAILABLE TO THIS TRACT FROM THE CHARLESTON WATER SYSTEM.
 8) THE CITY OF CHARLESTON HAS A CONTRACT WITH THE CHARLESTON WATER SYSTEM TO PROVIDE WATER SERVICE TO THIS TRACT.
 9) THE CITY OF CHARLESTON HAS A CONTRACT WITH THE CHARLESTON WATER SYSTEM TO PROVIDE SEWER SERVICE TO THIS TRACT.
 10) THE CITY OF CHARLESTON HAS A CONTRACT WITH THE CHARLESTON WATER SYSTEM TO PROVIDE GAS SERVICE TO THIS TRACT.
 11) THE CITY OF CHARLESTON HAS A CONTRACT WITH THE CHARLESTON WATER SYSTEM TO PROVIDE TELEPHONE SERVICE TO THIS TRACT.
 12) THE CITY OF CHARLESTON HAS A CONTRACT WITH THE CHARLESTON WATER SYSTEM TO PROVIDE CABLE SERVICE TO THIS TRACT.
 13) THE CITY OF CHARLESTON HAS A CONTRACT WITH THE CHARLESTON WATER SYSTEM TO PROVIDE INTERNET SERVICE TO THIS TRACT.
 14) THE CITY OF CHARLESTON HAS A CONTRACT WITH THE CHARLESTON WATER SYSTEM TO PROVIDE ALL OTHER SERVICES TO THIS TRACT.
 15) THE CITY OF CHARLESTON HAS A CONTRACT WITH THE CHARLESTON WATER SYSTEM TO PROVIDE ALL OTHER SERVICES TO THIS TRACT.
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LINE	LENGTH	BEARING
L1	155.21	S00°00'00"W
L2	8.5	S88°21'18"E
L3	13.73	S08°25'31"E



PLANNING COMMISSION CITY OF CHARLESTON
 ADDRESS/PROJECT: [REDACTED]
 STATUS: [REDACTED]
 DATE: 12/18/13
 BY: [REDACTED]

I HEREBY STATE THAT IN THE PRESENCE OF ME AND IN THE PRESENCE OF THE CITY OF CHARLESTON, SOUTH CAROLINA, THE CITY OF CHARLESTON, SOUTH CAROLINA, HAS RECEIVED THE NEW RIGHT OF WAY FROM THE LANDOWNER AND HAS ACCEPTED THE USE OF THE PUBLIC HIGHWAY. I HAVE READ THE PLAT AND THE RECORDS OF THIS PLAN AND I HAVE FOUND THEM TO BE CORRECT AND I HAVE NOTED THE RECORDS OF THIS PLAN.

RESERVED FOR CITY/COUNTY USE ONLY

EXHIBIT 'A': TMS # 458-01-02-063

