



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 5:00 p.m., September 12, 2016, at City Hall, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Councilmember Waring

Approval of Minutes: August 15, 2016

- a. Approval of a one-day rental in the amount of \$500 (for damage deposit only; rental fee waived) for MOJA Arts Festival Tribute Luncheon on October 15, 2016. This property is owned by Magnolia Plantation. (Magnolia Plantation and Gardens; 3550 Ashley River Road).
- b. Approval of a rental in the amount of \$300 for annual MOJA Arts Festival Gospel Concert October 2, 2016. This property is owned by Trinity United Methodist Church. (Trinity United Methodist Church; 273 Meeting Street).
- c. Request approval for the Mayor to execute the attached Lease Agreement whereby the City leases to the Medical University of South Carolina 70 spaces located at Stoney Field Parking Lot. This property is owned by the City of Charleston. (TMS: 460-00-00-007 and 460-00-00-031)
- d. Request approval for the Mayor to execute the attached Exclusive Storm Water Drainage Easement whereby Richard R. Knoth is providing the City with an exclusive 15-foot wide permanent storm drainage easement. This property is owned by Richard R. Knoth. (Greenleaf Street; TMS: 464-00-00-042)
- e. Request approval for the Mayor to execute the attached Contract of Sale whereby the City intends to purchase from the South Carolina Department of Transportation .0168 acres of land located at the southeastern quadrant of the intersection of Lee

and Meeting Street, known as Parcel K, for \$44,000. This property is owned by South Carolina Department of Transportation. (Southeastern corner of Lee and Meeting Street; TMS: 459-05-04-217)

- f. Request approval for Mayor to execute the attached Lease Amendment for a temporary fire station to be built in accordance with the terms of the lease. This property is owned by Guy P. McSweeney. (Cainhoy Road; TMS: 263-00-01-062)
- g. (i) Request authorization for the Mayor to execute the attached Tri-Party Agreement to Provide Interim Funding for WestEdge Infrastructure Costs between the City of Charleston, SC, Medical University Foundation, and Horizon Project Foundation, Inc. This property is owned by the City of Charleston and MUSCF. [Horizon Redevelopment Project Area (the "TIF District")]

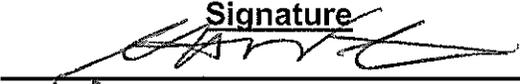
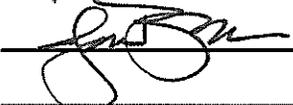
(ii) Authorize MUSCF and HPF to amend the Acquisition Agreements for Phase 1A and 1B to extend the closing dates as determined by the Board of Directors or Executive Committee of HPF. This property is owned by MUSCF.
- h. Update and potential action on mediation regarding 11 Todd Street
- i. Consider the following annexations:
 - (i). 614 Stoneboro Court (TMS#343-15-00-099) 0.23 acre, James Island (District 11). The property is owned by Erin Hitchinson.
 - (ii). 2027 Woodcliff Street (TMS# 355-15-00-060) 0.23 acre, West Ashley (District 2). The property is owned by Nicholas and Elaine Boyer.
 - (iii). Secessionville Road (TMS# 427-00-00-006, 427-00-00-116, 427-00-00-117, 427-00-00-250 and 427-00-00-251) 2.14 acres, James Island (District 6). This property is owned by ION Venture LLC.
 - (iv). Grimball Road Extension (TMS#427-00-00-086) 0.79 acre, James Island (District 6). This property is owned by Johnny Troutman and Eunice Troutman.
 - (v). 1830 Maybank Highway Extension (TMS# 343-04-00-007) 1.0 acre, James Island (District 11). This property is owned by Maria and Steven Mungo.

a.)

**REAL ESTATE COMMITTEE
GENERAL FORM**

TO: John J. Tecklenburg, Mayor DATE: July 27, 2016
FROM: Scott Watson DEPT: Cultural Affairs
ADDRESS: 3550 Ashley River Rd. Magnolia Plantation and Gardens
TMS: _____
ACTION REQUEST: One-day rental for MOJA Arts Festival Tribute Luncheon
on October 15, 2016

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

	Signature	Attachments
Department Head		<input type="checkbox"/>
Legal Department		<input type="checkbox"/>
Chief Financial Officer		<input type="checkbox"/>
Director Real Estate Management		<input type="checkbox"/>

FUNDING: Was funding needed? Yes No

If yes, was funding previously approved? Yes No

*If approved, provide the following: Dept/Div. 557000 Acct: 52510

Balance in Account \$500.00 Amount needed for this item \$500.00

FOR DAMAGE DEPOSIT ONLY. RENTAL FEE WAIVED.

NEED: Identify any critical time constraint(s).

Wish to make Sept. 1, agenda date.

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: July 27, 2016

FROM: Scott Watson DEPT: Cultural Affairs

ADDRESS: 3550 Ashley River Rd. Magnolia Plantation and Gardens

TMS: _____

ACTION REQUEST: One-day rental for MOJA Arts Festival Tribute Luncheon- 10/15/16

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

ACQUISITION Seller (Property Owner) _____ Purchaser _____

DONATION/TRANSFER
Donated By: _____

FORECLOSURE
Terms: _____

PURCHASE
Terms: _____

CONDEMNATION
Terms: _____

OTHER
Terms: _____

SALE Seller (Property Owner) _____ Purchaser _____

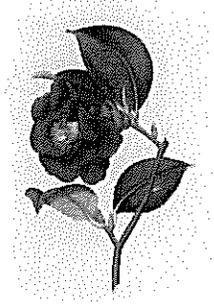
NON-PROFIT ORG, please name _____
Terms: _____

OTHER
Terms: _____

EASEMENT Grantor (Property Owner) _____ Grantee _____

PERMANENT
Terms: _____

TEMPORARY
Terms: _____



Magnolia Plantation Event Contract

Client: City of Charleston, MOJA Arts Festival

Event Date: Saturday, October 15th 2016

Address: 75 Calhoun Street, Suite 3800, Charleston, SC 29401

Telephone: 843- 724-7414

Email: swagertyr@charleston-sc.gov

Event Type: MOJA Tribute Luncheon

Time of Event: load-in 7:00AM event 11:00AM-2:00PM load-out immediately following

Location/Site(s) Rented: Upper Lawn/Pavilion

Rental Amount: Waived

\$500 damage deposit: \$500 applicable

TOTAL: \$500

I. DAMAGE/CLEAN UP CHARGES/CONTRACT VIOLATION CHARGES:

Magnolia Plantation provides the site in an event-ready state. Clean up after the Event is the responsibility of the Client. If decorations, arrangements, trash, and other materials associated with the Event are not cleaned up immediately following day time events (or by 9:00 AM the morning after night time events with written pre-approval from Magnolia), then damage and clean up charges may apply. Clients and their agents shall refrain from affixing decoration to any structure on the property using nails, tacks, staples, or other implements that damage the underlying surface. No materials which are non-biodegradable shall be used on the surrounding lawns and gardens at Magnolia Plantation. It is the Client's obligation to discuss this requirement with the planner, any other contracted agent, and the caterer. The Client agrees to pay for any costs and/or damages caused by the Client, the Client's guests while on property for the Event, and the Client's agents, including any contract violations by such agents.

II. TIME:

Magnolia Plantation offers both day time and night time events. For day time events, the venue is available from 7:00am until 2:00pm. For nighttime events the locations will be ready by 3:30 pm for use and this includes set-up. Nighttime events must be over by 12:00am. Failure to timely end the Event may result in the loss of the deposit and accrual of additional charges. Specific individual circumstances may be agreed upon between Magnolia Plantation and the Client following written request and written approval.

III. CATERING:

Due to the caterer's central role in the set up and clean up and the various requirements related thereto, Magnolia Plantation has a pre-approved list of caterers. Although the Client is not limited to this list, Magnolia Plantation must approve the selected caterer at least 30 days prior to the Client's Event. Any caterer not on the pre-approved list must execute our catering contract and deliver a suitable insurance certificate adding Magnolia Plantation as an additional insured before they will be deemed approved. In the event that a Client contracts with a non-approved caterer, and such caterer fails to ensure that they become approved at least 30 days before the Client's Event, then Magnolia Plantation reserves the right to deny access to the caterer for the Client's Event.

IV. FURNITURE & SET UP:

With the exception of the interior of the Conservatory, Magnolia Plantation does not supply tables, chairs, or other furniture. Such items are the responsibility of the Client and can usually be contracted for through the caterer. Load-in, set up and breakdown/load-out of any such furniture and other furnishings not already on site is solely the responsibility of Client. Items not supplied by Magnolia Plantation must be removed from the premises immediately following day time events (or by 9:00 AM the morning after night time events with written pre-approval from Magnolia). Should the Client, the Client's guests, or the Client's agents reposition or otherwise relocate furniture and furnishing provided by Magnolia Plantation, such must be returned to their original location. It is the Client's obligation to discuss this requirement with the planner, any other contracted agent, and the caterer.

V. OPEN FLAME POLICY:

The Carriage House Fire Pit may only be set up, started, and put out by the Magnolia Plantation. If the Client would like this to be lit for your Event, you must request this in writing. In so doing, the Client accepts responsibility for the safety of the Client's guests. The torches that line the bank of the Ashley River at the Carriage House venue are the responsibility of Magnolia Plantation. These will be turned on before each event and turned off at the end. The Client should not ignite or turn these torches off. Open flame candles are not permitted at any enclosed wedding/reception site. Any unusual and/or questionable lighting must have prior written approval from Magnolia Plantation. A limited number of candles in glass-shaded enclosures with heat-protecting bases may be allowed in the Carriage House. Specific written permission must be sought by the Client and written approval must be granted by Magnolia Plantation before any candles may be used. Under no circumstance may flammable arrangements be used with candles.

VI. FLOWERS:

The Client must provide all floral arrangements other than those naturally occurring at Magnolia Plantation. No naturally occurring blooms or other vegetation may be cut by the Client, the Client's guests, or the Client's agents. It is the Client's responsibility to ensure that this requirement is met.

VII. DRUGS & ALCOHOL POLICY:

If the Client uses a professional bar service, they must provide Magnolia Plantation with written evidence of the licensing and liability coverage required by law to serve beer, wine, champagne and hard liquor. If the Client is NOT using a professionally licensed bar service, upon written approval by Magnolia Plantation, the client may be permitted to provide and serve their own beer, wine, and champagne (no liquor); however, in order to do so, the client must apply for liability coverage in the amount of one million dollars, and Magnolia Plantation must be listed as the sole venue on the coverage and as an additional insured. Magnolia Plantation must have a copy of the coverage on file before the event. The client can apply for this coverage on www.wedsafe.com or through the client's homeowners insurance.

REGARDLESS OF WHO IS SERVING THE ALCHOHOL, CLIENT AGREES NOT TO PERMIT ANY VIOLATIONS OF ANY LAWS CONCERNING DRUGS AND ALCOHOL. CLIENT AGREES THAT ALCOHOL SHALL NOT BE SERVED TO ANYONE NOT 21 YEARS OF AGE. CLIENT SHALL NOT TO ALLOW ANY GUEST TO BECOME INTOXICATED. THE CLIENT SHALL NOT ALLOW ANY IMPAIRED PERSON TO DRIVE. THE CLIENT SHALL NOT ALLOW ANYONE TO PLACE HIMSELF, HERSELF OR OTHERS IN A DANGEROUS SITUATION. THE CLIENT AGREES TO BE RESPONSIBLE FOR DAMAGES AND COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOSS, LIABILITY, EXPENSES, COSTS, INCLUDING ATTORNEY FEES, DAMAGES AND ANY OTHER CONSEQUENCES OF THE FAILURE TO COMPLY WITH THIS POLICY ARISING FROM THE CLIENT'S BREACH OF THIS AGREEMENT OR ITS NEGLIGENCE ARISING OUT OF THIS AGREEMENT IN ACCORDANCE WITH AND TO THE EXTENT PROVIDED BY THE SOUTH CAROLINA TORT CLAIMS ACT, AS AMENDED.

I have read, understood, and accepted the policies, terms, prices and conditions set forth herein:

Client (printed name)

Client (signature) Date

The Client's offer to utilize the venue(s) identified herein in accordance with the terms and conditions set forth herein is accepted:

Magnolia Plantation

b.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: John J. Tecklenburg, Mayor DATE: August 10, 2016

FROM: Scott Watson DEPT: Cultural Affairs

ADDRESS: 273 Meeting St., (Trinity United Methodist Church)

TMS: _____

ACTION REQUEST: Rental for annual MOJA Arts Festival Gospel Concert Oct. 2, '16

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input checked="" type="checkbox"/>
Legal Department		<input type="checkbox"/>
Chief Financial Officer		<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input type="checkbox"/>
		<input type="checkbox"/>

FUNDING: Was funding needed? Yes No

If yes, was funding previously approved? Yes No

*If approved, provide the following: Dept/Div. 552500 Acct: 52510

Balance in Account \$300.00 Amount needed for this item \$300.00

NEED: Identify any critical time constraint(s).

Wish to make Sept. 1, agenda date.

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: August 10, 2016

FROM: Scott Watson DEPT: Cultural Affairs

ADDRESS: 273 Meewting St., (Trinity United Methodist Church)

TMS: _____

ACTION REQUEST: Rental for MOJA Arts Festival Gospel Concert on Oct. 2, 2016

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

ACQUISITION Seller (Property Owner) _____ Purchaser _____

DONATION/TRANSFER
Donated By: _____

FORECLOSURE
Terms: _____

PURCHASE
Terms: _____

CONDEMNATION
Terms: _____

OTHER
Terms: _____

SALE Seller (Property Owner) _____ Purchaser _____

NON-PROFIT ORG, please name _____
Terms: _____

OTHER
Terms: _____

EASEMENT Grantor (Property Owner) _____ Grantee _____

PERMANENT
Terms: _____

TEMPORARY
Terms: _____

COMMERCIAL REAL ESTATE FORM

LEASE Lessor: Trinity U.M. Church Lessee: City of Charleston

INITIAL
Terms: \$300.00

RENEWAL
Terms: _____

AMENDMENT
Terms: _____

Improvement of Property
Owner: _____
Terms: _____

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

Yes No N/A

Results: _____

Signature: *Colleen Carducci*
Director Real Estate Management

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

NEED: Identify any critical time constraint(s).
Wish to make Sept. 1, agenda date.

TRINITY UNITED METHODIST CHURCH
RENTAL AGREEMENT

Renter Group:	City of Charleston	
Rental Date:	October 2, 2016	
Rental Times:	12:30PM-7:30PM	
Contact Person:	Ray Swagerty	
Phone Number:	(843) 724-7414	
Rental Purpose:	MOJA Arts Festival Gospel	
Base Fee	\$300.00 for 300 guests maximum	\$375.00 for 301-400 guests maximum

Agreed Rental Fee: \$ 300.00

(Payment Due 1 week prior to event. Checks can be made payable to *Trinity United Methodist Church*)

THIS AGREEMENT is made by and between the above named person(s), hereinafter referred to as "renter(s)" and Trinity United Methodist Church, for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

Whereas, the rental cost and other fees, if applicable, for the date(s) and time(s) set out above is \$ 300.00 ., and other fees (if applicable) required have been added to this rental amount. Trinity United Methodist Church does not charge or require any gratuity charge or tip.

The full cost must be paid at least seven (7) days prior to the event, which date is Sept. 25, 2016.

Whereas, rentals are on a first come first serve basis. A non secured date may be held for forty eight (48) hours after the initial request is made, however; the Rental Agreement and a security/damage deposit must be received within the forty eight (48) hours to guarantee the date. No reservation is guaranteed or confirmed unless/until this Rental Agreement is signed and returned with the security/damage deposit and other requirements set out herein.

Whereas, City of Charleston shall keep in full force at its expense, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the City) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons, because of all property damage sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations:

- a) A limit of Three Hundred Thousand and No/100 (\$300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage; and
- b) A total sum not to exceed Six Hundred Thousand (\$600,000.00) Dollars as the result of any one occurrence, accident or disaster."

Renter(s) Acknowledgement

Date

Theresa Divino - Congregational Assistant 8/30/16

Adopted by Trinity UMC Trustees 7/20/2016

TRINITY UNITED METHODIST CHURCH
RENTAL AGREEMENT

Trinity United Methodist Agent (Witness) Date

The Trinity United Methodist Church holds the power to act solely on behalf of Trinity United Methodist Church, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents and should be recognized as such by the renter(s), their guests, visitors, or any other persons throughout the rental terms and times.

Trinity United Methodist Church is first and foremost a place of worship and should be treated as such at all times and by renter(s), their guests, visitors, or any other persons during the rental terms and times. As such, renter(s) are prohibited from conducting raffles. Trinity United Methodist Church may not be used for any unlawful purposes. The use or presence of alcohol, tobacco, or illegal drugs by renter(s) and their guests is prohibited.

All decorations and/or staging shall be pre-approved prior to the event and removed immediately after the event as Trinity United Methodist Church will not be held responsible for any items left in the facility. The furnishings of the church shall not be re-arranged or moved without pre-approval. Renter(s) shall not deface the church furniture or surfaces in any way including the use of scotch tape, PostIt products, glue, hardware, etc. The use of Trinity United Methodist Church audio system and/or musical instruments shall be pre-approved and may result in additional fees. Use of the Fellowship Hall and/or serving food and/or beverages shall be pre-approved and may result in additional fees.

Trinity United Methodist Church reserves the right to refuse to rent to any person(s) for any reason deemed necessary. Trinity United Methodist Church cannot be sub-leased by renter(s) for any reason.

By signing this agreement, renter(s) acknowledge the amount of the fees to be paid to Trinity United Methodist Church and agree to be responsible for payment in full in accordance with this agreement. Any changes to this agreement must be handwritten on the face of this original Agreement and shall be initialed by all parties hereto.

Consent and Release:

I have read this Agreement and hereby covenant and agree to all of the general terms and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due Trinity United Methodist Church in accordance with the conditions outlined therein. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the Premises at the discretion of the Trinity United Methodist Church.

_____ **Renter(s)** _____ **Date**

_____ **Renter(s)** _____ **Date**

In consideration of the covenants and agreements made by the Applicant, I hereby accept this application on behalf of the Trinity United Methodist Church so as to permit the Applicant the right to use the Premises at the time or times specified there in.

TRINITY UNITED METHODIST CHURCH
RENTAL AGREEMENT

Renter Group:	City of Charleston	
Rental Date:	October 2, 2016	
Rental Times:	12:30PM-7:30PM	
Contact Person:	Ray Swagerty	
Phone Number:	(843) 724-7414	
Rental Purpose:	MOJA Arts Festival Gospel	
Base Fee	\$300.00 for 300 guests maximum	\$375.00 for 301-400 guests maximum

Agreed Rental Fee: _____
(Payment Due 1 week prior to event. Checks can be made payable to *Trinity United Methodist Church*)

THIS AGREEMENT is made by and between the above named person(s), hereinafter referred to as "renter(s)" and Trinity United Methodist Church, for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

Whereas, the rental cost and other fees, if applicable, for the date(s) and time(s) set out above is \$ _____, and other fees (if applicable) required have been added to this rental amount. Trinity United Methodist Church does not charge or require any gratuity charge or tip.

The full cost must be paid at least seven (7) days prior to the event, which date is _____.

Whereas, rentals are on a first come first serve basis. A non secured date may be held for forty eight (48) hours after the initial request is made, however; the Rental Agreement and a security/damage deposit must be received within the forty eight (48) hours to guarantee the date. No reservation is guaranteed or confirmed unless/until this Rental Agreement is signed and returned with the security/damage deposit and other requirements set out herein.

Whereas, City of Charleston shall keep in full force at its expense, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the City) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons, because of all property damage sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations:

- a) A limit of Three Hundred Thousand and No/100 (\$300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage; and
- b) A total sum not to exceed Six Hundred Thousand (\$600,000.00) Dollars as the result of any one occurrence, accident or disaster."

Renter(s) Acknowledgement	Date
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Theresa Dimius - Congregational Assistant 8/30/16

TRINITY UNITED METHODIST CHURCH
RENTAL AGREEMENT

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The full cost must be paid at least seven (7) days prior to the event, which date is _____.

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Renter(s) Acknowledgement

Date

Theresa Dinis - Congregational Assistant 8/30/16

Adopted by Trinity UMC Trustees 7/20/2016

TRINITY UNITED METHODIST CHURCH
RENTAL AGREEMENT

Trinity United Methodist Agent (Witness) Date

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By signing this agreement, renter(s) acknowledge the amount of the fees to be paid to Trinity United Methodist Church and agree to be responsible for payment in full in accordance with this agreement. Any changes to this agreement must be handwritten on the face of this original Agreement and shall be initialed by all parties hereto.

Consent and Release:

I have read this Agreement and hereby covenant and agree to all of the general terms and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due Trinity United Methodist Church in accordance with the conditions outlined therein. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the Premises at the discretion of the Trinity United Methodist Church.

Renter(s)	Date
Renter(s)	Date

In consideration of the covenants and agreements made by the Applicant, I hereby accept this application on behalf of the Trinity United Methodist Church so as to permit the Applicant the right to use the Premises at the time or times specified there in.

c.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: September 13, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Stoney Field Parking Lot

TMS: 460-00-00-007 and 460-00-00-031

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the attached Lease Agreement whereby the City leases to the Medical University of South Carolina 70 spaces located at Stoney Field Parking Lot.

ORDINANCE: Is an ordinance required? Yes No

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

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<i>Frances P Cantarell</i>	<input type="checkbox"/>
Chief Financial Officer	<i>Amy Wharton</i>	<input type="checkbox"/>
Director Real Estate Management	_____	<input checked="" type="checkbox"/>
<u>Managers</u>	<i>Mark Carls</i>	<input type="checkbox"/>

FUNDING: Was funding needed? Yes No

If yes, was funding previously approved?* Yes No

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: September 13, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Stoney Field Parking Lot

TMS: 460-00-00-007 and 460-00-00-031

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the attached Lease Agreement whereby the City leases to the Medical University of South Carolina 70 spaces located at Stoney Field Parking Lot.

ORDINANCE: Is an ordinance required? Yes No

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

ACQUISITION Seller (Property Owner) _____ Purchaser _____

DONATION/TRANSFER
Donated By: _____

FORECLOSURE
Terms: _____

PURCHASE
Terms: _____

CONDEMNATION
Terms: _____

OTHER
Terms: _____

LEASE Lessor: City of Charleston Lessee: Medical University of South Carolina

INITIAL
Terms: The term of the lease shall be month-to-month beginning September 1, 2016 and continue until a 60-day written notice is given by either party. The rent shall be \$40.00 per space, equaling \$2,800.00 per month starting September 1, 2016.

RENEWAL
Terms: _____

AMENDMENT
Terms: _____

COMMERCIAL REAL ESTATE FORM

SALE Seller (Property Owner) _____ Purchaser _____

NON-PROFIT ORG, please name _____

Terms: _____

OTHER

Terms: _____

EASEMENT Grantor (Property Owner) _____ Grantee _____

PERMANENT

Terms: _____

TEMPORARY

Terms: _____

Improvement of Property

Owner: _____

Terms: _____

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

Yes No N/A

Results: _____

Signature: 

Director Real Estate Management

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

NEED: Identify any critical time constraint(s).

STATE OF SOUTH CAROLINA) GOVERNMENTAL REAL ESTATE LEASE - PARKING
COUNTY OF CHARLESTON)

THIS LEASE AGREEMENT ("Lease") is made as of the Effective Date _____, 2016 by and between: The City of Charleston ("Landlord") having an address at: PO Box 304, Charleston, SC 29402 and the Medical University of South Carolina (MUSC) ("Tenant") an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at: 28 Ehrhardt Street, MSC 205, Charleston, SC 29425.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, 70 parking spaces located at: Stoney Field Parking Lot, Charleston, SC 29403, Charleston County, South Carolina (the "Parking Lot"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 2 - TERM

2.1. The term of this Lease shall be Month to Month (the "Term") beginning on September 1, 2016, (the "Commencement Date"). This Lease shall continue until a 60-day written notice is given by either party.

ARTICLE 3 - BASIC RENT

3.1 Tenant shall pay rent (the "Basic Rent") to Landlord in the amount of \$40.00 per space, \$2,800.00 per month starting September 1, 2016. Rent shall increase 3% beginning June 1, 2017 and shall increase every June 1st thereafter by 3%. Basic Rent shall be payable, in advance, in equal monthly installments as shown below on or before the tenth (10th) day of each consecutive calendar month of the Term.

3.2. All payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date, or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.3 Unless notified otherwise in writing, all payments shall be mailed to Landlord at:

City of Charleston
C/O ABM Parking Services
401-C King Street
Charleston, SC 29403

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the parking spaces in the Parking Lot for Surface Parking only.

4.2. Tenant shall have the right to use the parking spaces in the Parking Lot for parking Monday through Friday between the hours of 5:00 AM and 5:00 PM.

4.3. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Parking Lot makes it impossible for Tenant to operate in the Parking Lot in accordance with subparagraph 4.1 or 4.2, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant may assign this Lease or parking spaces in the Parking Lot to any State agency, institution, department, bureau, political subdivision or State-operated entity, or to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease and is approved by the Landlord in writing..

ARTICLE 6 - SERVICES

6.1. Landlord is responsible for obtaining and making payment for all lighting of the Parking Lot and for all maintenance of and repairs to the Parking Lot, including, but not limited to, the repair of any pot holes and maintaining all gravel and paved areas in good condition.

6.2. Tenant is responsible for obtaining and making payment for security services and trash pick-up, and for keeping the grounds of the Parking Lot in a clean condition.

ARTICLE 7 - LANDLORD'S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Parking Lot in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Parking Lot as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the use and possession of the parking spaces in the Parking Lot;

(b) The use of the Parking Lot contemplated by this Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;and,

(c) Neither the Parking Lot, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) Landlord will keep the Parking Lot in good order and repair and make all reasonable improvement to maintain the Land and the Parking Lot for its intended purpose, normal wear and tear accepted, with the exception or damage to the Parking Lot which is caused by Tenant.

7.2 Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 11.1(d).

ARTICLE 8 - TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due without notice or demand provided, however, that should any Basic Rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Maintain the parking spaces in the Parking Lot in a clean and good condition and return the same in a clean and good condition to Landlord at the termination of this Lease. Tenant shall not be obligated to make any repairs arising out of or in any way caused by: 1) settling; 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord; or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Parking Lot;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Parking Lot;

(e) Allow Landlord reasonable access to the parking spaces and Bus shelter in the Parking Lot for inspections.

(f) Provide general liability insurance coverage on the Parking Lot for personal injury, property damage, or death arising out of the Tenant's use and enjoyment of premises. The limits of such insurance coverage shall be \$300,000.00 for personal injury, per person per occurrence, \$600,000.00 for personal injury in the aggregate per occurrence, and \$300,000.00 for property damage, per occurrence. A certificate of insurance evidencing the coverage required herein shall be provided to the Landlord upon the execution of the Lease. Landlord reserves the right to increase the limits of coverage required to maintain compliance with limits of liability attributable to Tenant under S. C. Code Ann. Sec. 15-78-10, et seq, the South Carolina Tort Claims Act; and

(g) Be fully responsible for any loss, damage theft or destruction which takes place on the Parking Lot and will provide security in a form acceptable to Landlord at all times during Term of Lease at no cost to Landlord;

8.2 Tenant acknowledges that Landlord is relying upon each of the representations and warranties set forth in subparagraph 8.1 and that the matters represented and warranted by Tenant are substantial and material to Landlord. In the event such representations and warranties shall be breached by Tenant, Landlord, at its sole election, may terminate this Lease in accordance with subparagraph 11.1(d).

ARTICLE 9 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

9.1. Tenant may, with the prior written consent of Landlord, make nonstructural additions or improvements to the Parking Lot ("Improvements") at its sole cost and expense. Each such Improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Parking Lot and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Parking Lot to the condition that existed prior to such installation.

9.2. Landlord agrees that all trade fixtures and signs installed at the Parking Lot by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Parking Lot and may be removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 10 - CONDEMNATION AND CASUALTY

10.1. If there be any damage to or destruction of the Parking Lot or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof. In such event, either party shall have the right to terminate this lease at no cost to either party.

ARTICLE 11 - TENANT CANCELLATION PRIVILEGE/ TERMINATION

11.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, either Party shall have the right to cancel this Lease upon giving the other Party sixty (60) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If, at the end of the State fiscal year (June 30th) after the Commencement Date, appropriations, revenues, income, grants or other funding are not provided by the General Assembly to the Tenant in an amount sufficient to

carry out the purposes and programs of Tenant, including the payment of Basic Rent, Additional Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration; or

(b) If either the Tenant or Landlord is dissolved and no longer performs the functions and purposes ascribed to it; or

(c) If, at any time during the Term the area in the Parking Lot is, in the sole opinion of the Department of Administration, Division of General Services, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or

(d) If either Party shall have breached any covenant, condition, representation or warranty made by them in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by the non-breaching Party to the breaching Party of such breach and request to cure or correct.

11.2. In addition to the cancellation privileges set forth in subparagraph 10.1, Tenant and Landlord shall each have the right to terminate some or all of the parking spaces under this Lease for convenience at any time by giving sixty (60) days written notice to the other of its intention to do so.

ARTICLE 12 - LANDLORD CANCELLATION

12.1 In addition to any and all other cancellation privileges as may be set forth herein, Landlord shall be entitled to cancel this Lease and take full possession of the parking spaces on the failure of Tenant to pay the Basic Rent within the timeframe as set forth in Sec. 8.1 (a).

12.2 Landlord shall be entitled to cancel this Lease and take full possession of the parking spaces upon the failure of Tenant to honor the representations and covenants contained in Section 8.1 (b) - (g) and Sec. 8.2 after 30 days notice from Landlord to cure or correct the deficiency.

ARTICLE 13 - SURRENDER

13.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Parking Lot to Landlord in good order and condition, except for ordinary wear and tear. Tenant and any of its personal property shall be removed from the Parking Lot on or prior to such expiration or earlier termination..

13.2. Upon damage or destruction to the Parking Lot which renders it unusable or upon a Taking thereof which results in termination, Basic Rent and any other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence. In the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Parking Lot as contemplated herein, the Basic Rent and any other payments and charges shall be equitably apportioned.

ARTICLE 14 - NOTICES

13.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by first class mail, postage prepaid, to the following:

To the Mayor: The Honorable John J. Tecklenburg
 Mayor of Charleston
 P.O. Box 304
 Charleston, South Carolina 29402

To City of Charleston City of Charleston Legal Department
 Real Estate Management Division

P.O. Box 304
Charleston, South Carolina 29402

To MUSC: Medical University of South Carolina
Office of Planning & Special Projects
28 Ehrhardt Street, MSC 205
Charleston, South Carolina 29425

ARTICLE 15 - AMENDMENTS

14.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 16 - HOLDOVER

15.1. In the event Tenant shall remain in the Parking Lot after the Term has expired, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent then in effect for the Term plus twenty-five (25) percent of such Basic Rent (hereinafter referred to as "125% Basic Rent") until either Landlord or Tenant, by ninety (90) days written notice to the other, shall terminate this Lease, whereupon the 125% Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 17 - MISCELLANEOUS

16.1. If any provision of the Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

16.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

16.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

16.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

16.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

16.6. In the event Landlord or Tenant is involved in any bankruptcy or insolvency proceedings and trustee fails to perform or rejects any of the Bankrupt Party's obligations under this Lease, the non-bankrupt Party shall have the option to terminate this Lease.

16.7. Tenant will be responsible for providing and maintaining signage to identify the leased parking spaces. .

16.8. Lease payments shall be made payable to City of Charleston and Mailed to C/O ABM Parking Services, 401-C King Street, Charleston, South Carolina 29403.

16.9. This Lease is subject to and conditioned upon the approval of the Division of General Services, Real Property Services, and shall be of no force or effect until the consent of such office shall be endorsed hereon.

ARTICLE 18 – WAIVER OF CONTRACTUAL RIGHTS

17.1 The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year indicated under their signature.

WITNESS:

LANDLORD:
CITY OF CHARLESTON

By:
Its:

Date

WITNESS:

TENANT:
MEDICAL UNIVERSITY OF SOUTH CAROLINA

By
Its:

Date

d.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: September 13, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Greenleaf Street

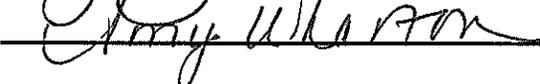
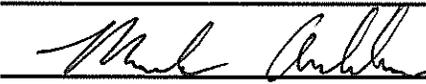
TMS: 464-00-00-042

PROPERTY OWNER: Richard R. Knoth

ACTION REQUEST: Request approval for the Mayor to execute the attached Exclusive Storm Water Drainage Easement whereby Richard R. Knoth is providing the City with an exclusive 15-foot wide permanent storm drainage easement.

ORDINANCE: Is an ordinance required? Yes No

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

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department		<input type="checkbox"/>
Chief Financial Officer		<input type="checkbox"/>
Director Real Estate Management		<input checked="" type="checkbox"/>
<u>Managers</u>	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes No

If yes, was funding previously approved?* Yes No

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: September 13, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Greenleaf Street

TMS: 464-00-00-042

PROPERTY OWNER: Richard R. Knoth

ACTION REQUEST: Request approval for the Mayor to execute the attached Exclusive Storm Water Drainage Easement whereby Richard R. Knoth is providing the City with an exclusive 15-foot wide permanent storm drainage easement.

ORDINANCE: Is an ordinance required? Yes No

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

- ACQUISITION** Seller (Property Owner) _____ Purchaser _____
 - DONATION/TRANSFER**
Donated By: _____
 - FORECLOSURE**
Terms: _____
 - PURCHASE**
Terms: _____
 - CONDEMNATION**
Terms: _____
 - OTHER**
Terms: _____

EASEMENT Grantor (Property Owner) Richard R. Knoth Grantee City of Charleston

PERMANENT

The owner of the property is providing an exclusive easement in and to the property in exchange for the City's forgiveness of the debt owed by the owner and Arkay, LLC to the City, as it relates to an Agreement on December 18, 2014 whereby the owner and Arkay, LLC owed the City for the use of the City's horse barn at Hampton Park. The loan balance is \$43,359.43.

Terms:

TEMPORARY

COMMERCIAL REAL ESTATE FORM

Terms: _____

LEASE

Lessor: _____ Lessee: _____

INITIAL

Terms: _____

RENEWAL

Terms: _____

AMENDMENT

Terms: _____

SALE

Seller (Property Owner) _____ Purchaser _____

NON-PROFIT ORG, please name _____

Terms: _____

OTHER

Terms: _____

Improvement of Property

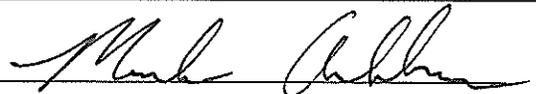
Owner: _____

Terms: _____

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

Yes No N/A

Results: _____

Signature: 

Director Real Estate Management

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

NEED: Identify any critical time constraint(s).

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 Permanent Storm water Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Storm water System. This Permanent Storm water Drainage Easement shall be commercial in nature and shall run with the land.

As a part of the work, The City shall install 2 storm water inlets along the Easement to assist with water removal from the Property. The City also agrees that it will install temporary fencing along the Easement to prevent the animals on the Property from entering the Easement Area during the construction phase.

During the construction of the storm water facilities, the City agrees to install a temporary gate/fence along the easement on Greenleaf Street at the close of business each day. The City shall be responsible for ensuring that the animals cannot escape the property through any temporary gate/or fencing.

The City will repair, replace or compensate the Owner for fences, trees, plants, grass, shrubs or other City approved elements damaged or destroyed within the confines of the Permanent Storm water 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.

City shall prepare, execute, and file, if necessary, a mortgage satisfaction for the mortgage entered into by the parties on January 3, 2015 within two weeks of the date of execution of this Easement Agreement. City shall also return, at the same time, the original Promissory Note and Personal Guarantee.

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

OWNER

Name: _____

Witness #1

Date: _____

Witness #2

CITY OF CHARLESTON

Witness #1

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

Witness #2

e.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: September 13, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Southeastern corner of Lee and Meeting Street

TMS: 459-05-04-217

PROPERTY OWNER: South Carolina Department of Transportation

ACTION REQUEST: Request approval for the Mayor to execute the attached Contract of Sale whereby the City intends to purchase from the South Carolina Department of Transportation .0168 acres of land located at the southeastern quadrant of the intersection of Lee and Meeting Street, known as Parcel K, for \$44,000.00.

ORDINANCE: Is an ordinance required? Yes No

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

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<i>Frances J Cantwell</i>	<input type="checkbox"/>
Chief Financial Officer	<i>Colleen Carducci</i>	<input checked="" type="checkbox"/>
Director Real Estate Management	<i>Amy Wharton</i>	<input checked="" type="checkbox"/>
_____	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes No

If yes, was funding previously approved?* Yes No

*If approved, provide the following: Dept/Div. 191010 Acct: 53015

Balance in Account _____ Amount needed for this item \$44,000

NEED: Identify any critical time constraint(s).

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: September 13, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Southeastern corner of Lee and Meeting Street

TMS: 459-05-04-217

PROPERTY OWNER: South Carolina Department of Transportation

ACTION REQUEST: Request approval for the Mayor to execute the attached Contract of Sale whereby the City intends to purchase from the South Carolina Department of Transportation .0168 acres of land located at the southeastern quadrant of the intersection of Lee and Meeting Street, known as Parcel K, for \$44,000.00.

ORDINANCE: Is an ordinance required? Yes No

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

ACQUISITION Seller (Property Owner) SCDOT Purchaser City of Charleston

DONATION/TRANSFER
Donated By: _____

FORECLOSURE
Terms: _____

PURCHASE
Terms: The purchase price for the property shall be \$44,000.00. The City shall pay \$4,400.00 as earnest money.

CONDEMNATION
Terms: _____

OTHER
Terms: _____

SALE Seller (Property Owner) _____ Purchaser _____

NON-PROFIT ORG, please name _____
Terms: _____

OTHER
Terms: _____

EASEMENT Grantor (Property Owner) _____ Grantee _____

COMMERCIAL REAL ESTATE FORM

PERMANENT

Terms: _____

TEMPORARY

Terms: _____

LEASE

Lessor: _____

Lessee: _____

INITIAL

Terms: _____

RENEWAL

Terms: _____

AMENDMENT

Terms: _____

Improvement of Property

Owner: _____

Terms: _____

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

Yes No N/A

Results: _____

Signature: _____

Colleen Carducci

Director Real Estate Management

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

NEED: Identify any critical time constraint(s).

CONTRACT OF SALE

This is a legal document. If you have questions concerning this contract form, you may call SCDOT at 803-737-1400 for an explanation. If you require legal advice, seek legal counsel. Do not change or strike through language in this form; doing so may nullify the document. (See Paragraph 17).

- 1. **PARTIES:** This Contract of Sale is made this _____ day of _____, 2016 by and between the South Carolina Department of Transportation ("SCDOT"), and the City of Charleston ("Buyer").

BUYER'S NAME: City of Charleston
ADDRESS: 80 Broad St., Charleston, SC 29401
PHONE NOS: (843) 724-7154 and (843) 724-3730
EMAIL ADDRESS: cantwellf@charleston-sc.gov; carduccic@charleston-sc.gov

Title to the subject property will be taken in the name(s) of: City of Charleston

- 2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, SCDOT agrees to sell and Buyer agrees to buy the following described real property with all improvements and fixtures thereon, if any, which shall be referred to herein as "the Subject Property".

SCDOT File #10.257A/10.432A **Road/Route Rte.** I-26/US 17 **Tax Map No.** 459-05-04-217
Address: Meeting St. at Lee St.
County: Charleston **City:** Charleston
Further Description: All that certain piece, parcel, or lot of land containing 0.168 of an acre of land, and being located at the southeastern quadrant of the intersection of Lee and Meeting Streets in the City of Charleston, and known as Tax Map No. 459-05-04-217. Said parcel is also designated as "Parcel K" on a plat by Forsberg Engineering and Surveying, Inc. recorded in Plat Book L-12 at Page 29.

- 3. **PURCHASE PRICE:** The purchase price shall be the sum of Forty-four Thousand and no/100 ----- Dollars (\$44,000.00).
- 4. **EARNEST MONEY:** Earnest money in the amount of Four Thousand Four Hundred and no/100 Dollars (\$4,400.00) shall be delivered to SCDOT, or to its authorized agent, in the form of a certified check made payable to the South Carolina Department of Transportation (SCDOT). Payment of the Earnest Money, along with this Contract of Sale executed by the Buyer, shall constitute the Buyer's offer to purchase the Subject Property under the terms set forth herein.
- 5. **ACCEPTANCE OF CONTRACT:** The execution of this Contract of Sale by SCDOT's Director of Rights of Way, or his or her authorized designee, shall be deemed an acceptance of the Buyer's offer to purchase the Subject Property under the terms of this Contract of Sale.
- 6. **DATE OF CLOSING:** The closing date will be held on or before 90 days from date of acceptance by both parties. Time is of the essence and no extensions will be allowed without the written agreement of SCDOT's Director of Rights of Way or authorized designee.
- 7. **POSSESSION:** Possession of the Subject Property will be given to the Buyer at the time of closing.

_____ BUYER'S INITIALS

_____ SCDOT INITIALS

8. **SURVEY AND TITLE EXAMINATION:** The Buyer may have a survey of the Subject Property completed, at the Buyer's expense, and provide copy of same to SCDOT at the address given at the end of this contract at least 20 days prior to closing. The Buyer may also have the title to the Subject Property examined prior to the agreed upon closing date.
9. **MARKETABILITY OF TITLE AND CONVEYANCE:** SCDOT makes no representations as to the marketability of the title to the Subject Property. SCDOT will convey its right, title and interest to the buyer by Quitclaim Deed, subject to all existing easements, restrictions, covenants, conditions appearing of record or upon a reasonable examination of the property. The conveyance shall also be subject to any control of access shown on SCDOT highway plans or exhibits.
10. **CONDITION OF SUBJECT PROPERTY:** SCDOT makes no warranty of any kind, either express or implied, as to the physical condition of the Subject Property or of its fitness for a particular purpose. The Subject Property is being sold in "AS IS" condition.
11. **INSPECTION OF SUBJECT PROPERTY:** SCDOT will make the Subject Property available to the Buyer for examination and inspections of any kind, including, but not limited to the following: inspections for environmental or soil conditions; the existence of hazardous substances; surface or storm water conditions; termite, water or fungus damage; or structural defects. All examinations and inspections of the Subject Property shall be at the inspector's own risk. Any Buyer shall require its agents and contractors who enter the Subject Property for viewing or inspection to indemnify and hold harmless SCDOT from any and all injuries to persons or property that may arise out of such viewing and inspections. The City shall have 60 days to inspect the property (the "Inspection Period") and the City may terminate this Agreement at any time during the Inspection Period in which case the Earnest Money shall be returned to the City.
12. **DELIVERY OF DEED, SALES PROCEEDS AND PAYMENT OF CLOSING COSTS:** At closing, SCDOT will deliver to the Buyer a properly executed Quitclaim Deed for the Subject Property in exchange for a certified check for the approved balance due and payable to SCDOT. The Buyer will be responsible for all closing costs, including, but not limited to, the cost of recording the deed, deed stamps, survey costs, cost of recording the survey, and title examination. SCDOT's Real Estate listing agreement obligations, if any, will be settled by the SCDOT.
13. **DISCLOSURES AND DISCLAIMERS:** All information contained herein, or provided in addition hereto, is believed to be accurate, but is not guaranteed.
14. **DEFAULT:** In the event of any default or failure of Buyer to comply with the terms and conditions of this Contract of Sale, SCDOT will be entitled to retain the Earnest Money. In the event of any default or failure of SCDOT to comply with the terms of this Contract of Sale, Buyer's sole remedy shall be the return of the Earnest Money.
15. **ENTIRE BINDING AGREEMENT:** This Contract of Sale, when signed by both parties, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and SCDOT concerning the Subject Property. This Contract of Sale can only be modified by a written instrument signed by the Buyer, or its authorized representative, and SCDOT's Director of Rights of Way, or his or her authorized designee. The Contract of Sale shall be binding upon the parties and their heirs, assigns, successors, executors, or administrators.

_____ BUYER'S INITIALS _____ SCDOT INITIALS

16. **CHANGES OR COUNTER PROPOSALS:** All conditions, changes, or counterproposals to the terms of this printed Contract of Sale shall be indicated in this Paragraph 17 or in a written addendum signed by both parties. This document will become null and void if any changes, whether written, copied, computer reproduced, or typed, are made to this document's original printed text. Any changes or counter proposals will be written or typed in the space below as Paragraph 17 will be superior to and prevail over all other terms and conditions of this document's printed text only upon the acceptance and initialing by both parties' authorized agents below:

Changes accepted by:

Buyer: _____ Date _____

SCDOT: _____ Date _____

IN WITNESS WHEREOF, the Parties hereby sign, seal and deliver this Contract of Sale on the dates shown below.

WITNESSES:

BUYER:
City of Charleston

Signature: _____
Printed Name: _____
Date: _____

WITNESSES:

SCDOT:
South Carolina Department of Transportation

By: _____
Name: Michael W. Barbee
Title: Director, Rights of Way
Date: _____

SCDOT, Right of Way Division
ATTN: Property Management, Room 422
955 Park Street, Post Office Box 191
Columbia, South Carolina 29202-0191
Telephone No.: (803) 747-1400

_____ BUYER'S INITIALS _____ SCDOT INITIALS

f.)

**REAL ESTATE COMMITTEE
GENERAL FORM**

TO: Real Estate Committee DATE: September 13, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Cainhoy Road

TMS: 263-00-01-062

PROPERTY OWNER: Guy P. McSweeney

ACTION REQUEST: Request approval for the Mayor to execute the attached Lease Amendment for a temporary fire station to be built in accordance with the terms of the lease.

ORDINANCE: Is an ordinance required? Yes No

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

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>James J. Contwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Whelan</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

FUNDING: Was funding needed? Yes No

If yes, was funding previously approved?* Yes No

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

Balance in Account * _____ Amount needed for this item _____

*Rent will be included in the 2017 Budget.

NEED: Identify any critical time constraint(s).

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: September 13, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Cainhoy Road

TMS: 263-00-01-062

PROPERTY OWNER: Guy P. McSweeney

ACTION REQUEST: Request approval for the Mayor to execute the attached Lease Amendment for a temporary fire station to be built in accordance with the terms of the lease.

ORDINANCE: Is an ordinance required? Yes No

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

ACQUISITION Seller (Property Owner) _____ Purchaser _____

DONATION/TRANSFER
Donated By: _____

FORECLOSURE
Terms: _____

PURCHASE
Terms: _____

CONDEMNATION
Terms: _____

OTHER
Terms: _____

SALE Seller (Property Owner) _____ Purchaser _____

NON-PROFIT ORG, please name _____
Terms: _____

OTHER
Terms: _____

EASEMENT Grantor (Property Owner) _____ Grantee _____

PERMANENT
Terms: _____

COMMERCIAL REAL ESTATE FORM

TEMPORARY
Terms: _____

LEASE Lessor: Guy P. McSweeney Lessee: City of Charleston

INITIAL
Terms: _____

RENEWAL
Terms: _____

AMENDMENT
Terms: The landlord's construction completion date is extended to June 1, 2017. Due to additional tenant required improvements for the fire station, the monthly rental payment will be \$5,500. The improvements shall be constructed in accordance with plans and specifications as approved in writing by the City's Capital Project Division and in accordance with all regulatory permitting and approval requirements. The City will have the right to extend for five additional 1-year terms.

Improvement of Property
Owner: _____
Terms: _____

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

Yes No N/A

Results: _____

Signature: *Colleen Carducci*
Director Real Estate Management

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

NEED: Identify any critical time constraint(s).

3. Page 2 – Paragraph D “Option to Renew” is amended as follows:

Tenant shall have the option to renew this Lease upon the same terms and conditions as set forth herein for five (5) additional 1-year terms provided all rents and obligations are kept current and Tenant is not in default of the Lease. Other terms of this section remain unchanged.

4. Page 2 – Paragraph E “Covenants and Conditions of Lease” is amended as follows:

Paragraph 1. “Rent” is amended. As a result of Tenant improvements, requested by the City, Tenant covenants to pay as rental to the Landlord \$66,000 per annum, payable in monthly installments of \$5,500, payable in advance at the offices of the Landlord or at such address as Landlord may from time to time designate by written notice to the Tenant. Base Rent shall be increased each year on the anniversary date of the Lease by 3%.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

WITNESSES:

Guy P. McSweeney

By: Guy P. McSweeney

Date: _____

City of Charleston, South Carolina

By: John J. Tecklenburg

Its: Mayor

Date: _____

g.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: September 13, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Horizon Redevelopment Project Area (the "TIF District")

TMS: _____

ACTION REQUEST: Request authorization for the Mayor to execute the attached *Tri-Party Agreement to Provide Interim Funding for WestEdge Infrastructure Costs* between the City of Charleston, SC Medical University Foundation and Horizon Project Foundation, Inc.

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

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<u><i>Fleming J Cantwell</i></u>	<input checked="" type="checkbox"/>
Chief Financial Officer	<u><i>Amy Wharton</i></u>	<input checked="" type="checkbox"/>
Director Real Estate Management	<u><i>Colleen Carducci</i></u>	<input checked="" type="checkbox"/>
_____	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes No

If yes, was funding previously approved? Yes No

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

** funds will be reserved from the General fund in 2017 and, if necessary, 2018.*

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: September 13, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Horizon Redevelopment Project Area (the "TIF District")

TMS: _____

ACTION REQUEST: Request authorization for the Mayor to execute the attached *Tri-Party Agreement to Provide Interim Funding for WestEdge Infrastructure Costs* between the City of Charleston, SC Medical University Foundation and Horizon Project Foundation, Inc.

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

ACQUISITION Seller (Property Owner) _____ Purchaser _____

DONATION/TRANSFER
Donated By: _____

FORECLOSURE
Terms: _____

PURCHASE
Terms: _____

CONDEMNATION
Terms: _____

OTHER
Terms: _____

SALE Seller (Property Owner) _____ Purchaser _____

NON-PROFIT ORG, please name _____
Terms: _____

OTHER
Terms: _____

EASEMENT Grantor (Property Owner) _____ Grantee _____

PERMANENT
Terms: _____

TEMPORARY

COMMERCIAL REAL ESTATE FORM

LEASE Lessor: _____ Lessee: _____

INITIAL
Terms: _____

RENEWAL
Terms: _____

AMENDMENT
Terms: _____

Improvement of Property

Owner: City of Charleston

Terms: In the event either or both the City and MUSCF makes a payment pursuant this Agreement to each fund up to 50% of a total amount not to exceed \$4,800,000 for Horizon Project Foundation's infrastructure development relating to the second phase of infrastructure improvements within the District, the City shall reimburse itself and MUSCF from said Horizon TIF District bond proceeds the full amount paid under each such 50% payment.

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

Yes No N/A

Results: _____

Signature: *Colleen Carducci*
Director Real Estate Management

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

NEED: Identify any critical time constraint(s).

TRI-PARTY AGREEMENT
TO PROVIDE INTERIM FUNDING FOR WESTEDGE INFRASTRUCTURE COSTS

THIS TRI-PARTY AGREEMENT TO PROVIDE INTERIM FUNDING FOR WESTEDGE INFRASTRUCTURE COSTS (this "Agreement") is entered into as of September __, 2016 (the "Effective Date"), by and among Horizon Project Foundation, Inc. ("HPF"), a South Carolina non-profit corporation, the CITY OF CHARLESTON ("City"), and THE MEDICAL UNIVERSITY OF SOUTH CAROLINA FOUNDATION, a political subdivision of the State of South Carolina ("MUSCF").

WITNESSETH:

WHEREAS, MUSCF and the City (the "Supported Organizations") joined in the establishment of HPF, the primary function of which is to support (i) the education, research and clinical funding activities of MUSCF on behalf of its supported organizations and (ii) the City's objective to create economic development opportunities and improved quality of life in its neighborhoods, by working to implement the redevelopment project plan for the development of the certain lands, known as the "Horizon Redevelopment Project Area" (and sometimes referred to as "WestEdge")¹;

WHEREAS, the Supported Organizations and HPF entered into that certain Master Option Agreement dated December 16, 2014, granting HPF the right to acquire fee simple title and/or easements and other possessory rights in and to any or all of the lands, owned and/or controlled by City and MUSCF, identified within the Master Option Agreement (which lands comprise the majority of WestEdge) (the "Contributed Lands");

WHEREAS, pursuant to the Master Option Agreement, HPF and MUSCF entered into that certain Acquisition Agreement dated August 31, 2014, establishing HPF's right to acquire that certain parcel of real estate known as the "1A Parcel", as more fully described therein, it being agreed to by separate agreement between HPF and 10 West Edge Owner, LLC, by assignment of HPIA Devco, LLC, a South Carolina limited liability company (together, "PIAD") that HPF will assign said Acquisition Agreement to PIAD in order to facilitate the closing of PIAD's acquisition of the 1A Parcel (the "1A Closing");

WHEREAS, HPF has entered into an additional Acquisition Agreement establishing HPF's right to acquire that certain parcel of real estate known as the "1B Parcel," as more fully described therein, and which it is anticipated that HPF will assign to an affiliate of PIAD, HPIB Devco, LLC ("PIBD") in order to facilitate the closing of PIBD's acquisition of the 1B Parcel (the "1B Closing");

WHEREAS, as a condition to the 1A Closing, HPF and Charleston Horizon Devco, LLC ("CHD", an affiliate of PIAD) will enter into an infrastructure development agreement ("IDA") in order to construct public streets which constitute publicly-owned Infrastructure Improvements at the 1A Parcel (the "Infrastructure Improvements") which would serve the WestEdge project as a whole;

WHEREAS, the IDA will require HPF to pay CHD for the costs of the Infrastructure Improvements on a guaranteed maximum price basis (the "Infrastructure Costs"), with CHD assuming all obligations and responsibilities for excess costs over the guaranteed maximum price payable by HPF to CHD;

WHEREAS, to secure payment of the Infrastructure Costs, the IDA provides that HPF will deposit its net proceeds from the 1A Closing (the "Initial Deposit") with an escrow agent (the "Escrow Fund"), and, if applicable, from the 1B Closing (the "1B Deposit"), and HPF shall then, from time to time, deposit

¹ "Horizon" is in the process of being re-branded as "WestEdge".

additional amounts into the Escrow Fund (each, a "Supplemental Deposit"), until such time as the sums in the Escrow Fund and the sums represented by each Supplemental Deposit together equal the outstanding amounts owed on account of the guaranteed maximum price;

WHEREAS, HPF projects that it will have inadequate funding to pay each Supplemental Deposit as each comes due;

WHEREAS, pursuant to the "Tax Increment Financing Law" codified at Title 31, Chapter 6, Code of Laws of South Carolina, 1976 as amended (the "TIF Act") the City is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as defined in the TIF Act;

WHEREAS, in accordance with the foregoing, the City Council of the City ("City Council") by ordinance (the "TIF Ordinance") adopted December 16, 2008, provided that the City of Charleston would pay for the redevelopment of the Horizon Redevelopment Project Area, with such redevelopment funded by revenues generated by the TIF Ordinance (the "TIF Revenues") or financed by borrowings secured by a pledge of revenues generated by the TIF District;

WHEREAS, pursuant to that certain Public Infrastructure Improvements Purchase Agreement by and between the City and HPF, the City has agreed to reimburse itself and MUSCF for any payments made to fund the Horizon Project Redevelopment Area directly from the first available proceeds from TIF bonds issued in connection with the TIF Ordinance, the issuance of which the City shall diligently pursue at such time as TIF Revenues sufficient to support a bond issuance in the amount of \$10,000,000 are available (or such later time as MUSCF and City mutually agree); and

WHEREAS, the Supported Organizations desire that, to the extent HPF does not have the ability to pay any Supplemental Deposit at the time under the IDA, the Supported Organizations shall pay such Supplemental Deposit into the Escrow Fund, 50% by the City and 50% by MUSCF, such payments in the aggregate not to exceed \$4.8 million.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. Except as defined herein or otherwise set forth herein, all capitalized terms used in this Agreement shall have the meanings given to such terms in the IDA.

2. Payment. The City and MUSCF each agree to pay 50% of any Supplemental Deposit when due upon written notice from HPF that the same is due and owing under the terms of the IDA. Notwithstanding anything to the contrary in this Section 2, MUSCF's and the City's individual liability with respect to the Infrastructure Costs shall be limited to 50% of the difference between the guaranteed maximum price and the amount of the sums in the Escrow Fund, to include both the Initial Deposit and the 1B Deposit, if applicable. Any Supplemental Deposit made by the City and MUSCF shall be reimbursed by proceeds from TIF bonds, as outlined in the hereinabove mentioned Public Improvements Purchase Agreement by and between the City and HPF.

3. HPF Closing Deposit Obligations. At the 1A Closing, HPF shall deposit the Initial Deposit into the Escrow Fund in accordance with the terms of the IDA. In the event the 1B Closing occurs, HPF shall deposit the 1B Deposit into the Escrow Fund in accordance with the terms of the IDA.

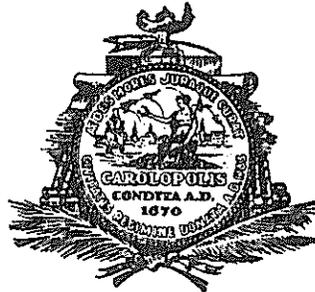
4. Acknowledgements and Agreements. This Agreement is absolute, continuing, and irrevocable, and MUSCF and the City shall remain liable on their obligations hereunder until the payment in full of the Infrastructure Costs. The liability of MUSCF and the City hereunder shall be direct and immediate as a primary and not a secondary obligation or liability. Notwithstanding the foregoing, nothing herein shall be construed as a pledge of the City's full faith and credit and taxing power, and is therefore not a general obligation of the City. The City anticipates its share of any Supplemental Deposit will be paid from general fund reserves.

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

6. Miscellaneous. This Agreement is governed by and shall be construed in accordance with the laws of the State of South Carolina. This Agreement shall bind and inure to the benefit of the successors in interest and assigns of the parties hereto.

[SIGNATURE PAGES FOLLOW]

i(i)



Ratification Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 614 STONEBORO COURT (0.23 ACRE) (TMS# 343-15-00-099), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY ERIN HITCHINSON.

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

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

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

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

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

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 614 Stoneboro Court, (0.23 acre) is identified by the Charleston County Assessors Office as TMS# 343-15-00-099 (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

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

By:

John J. Tecklenburg
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 614 Stoneboro Court

Presented to Council: 9/13/2016

Status: Received Signed Petition

Owner Names: Erin Hitchinson

Year Built: 2006

Parcel ID: 3431500099

Number of Units: 1

Number of Persons: 2

Race: Caucasian

Acreage: 0.23

Mailing Address: 614 Stoneboro Ct

Current Land Use: Residential

Address: Charleston, SC 29412

Current Zoning: R-4

Requested Zoning: SR-1

City Area: James Island

Recommended Zoning: SR-1

Subdivision: Stoneboro

Appraised Value: \$302,400.00

Council District: 11

Assessed Value: \$12,100.00

Within UGB: Yes

Stormwater Fees: 72.00

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 13
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS provides water. James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

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

City of Charleston Annexation Map

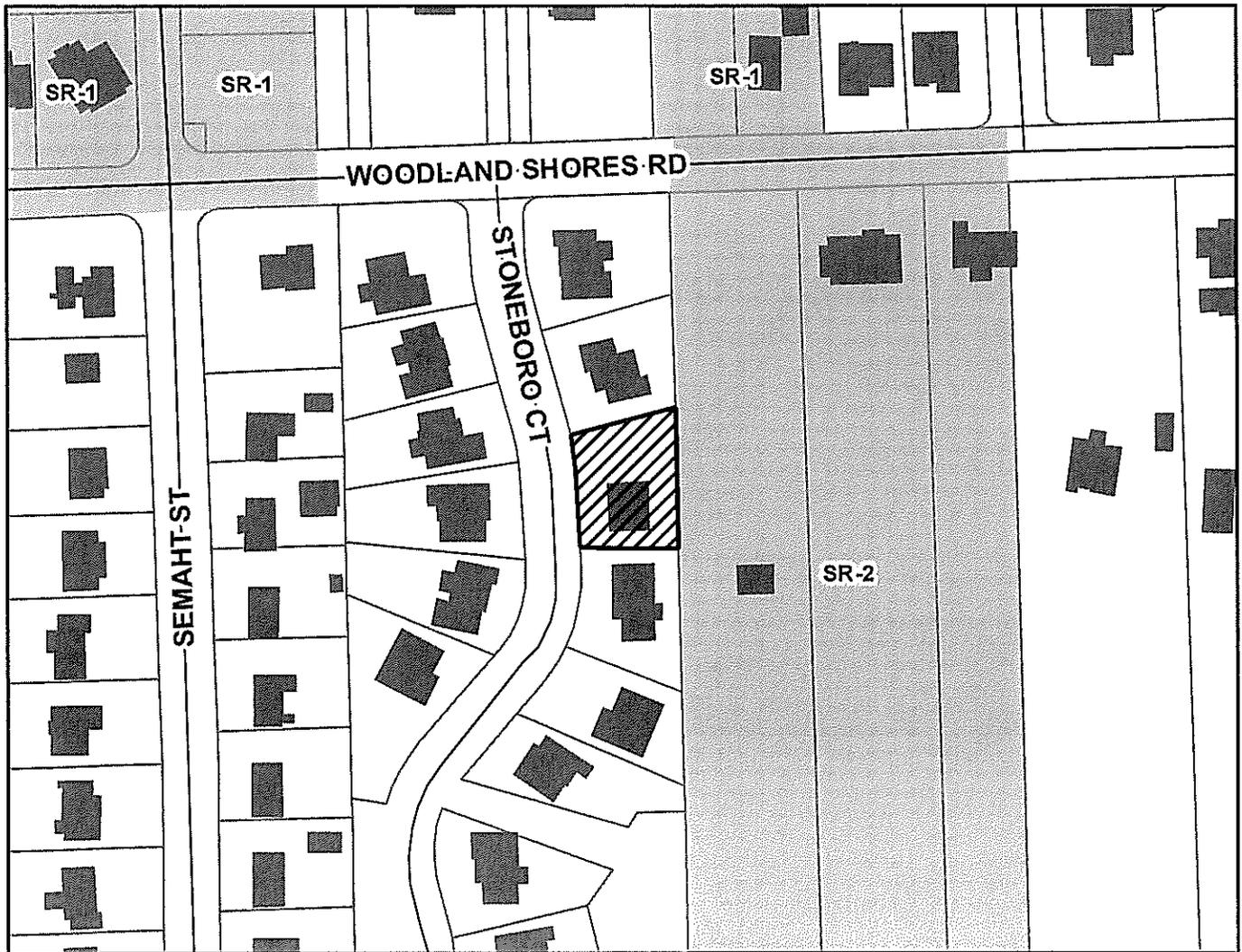
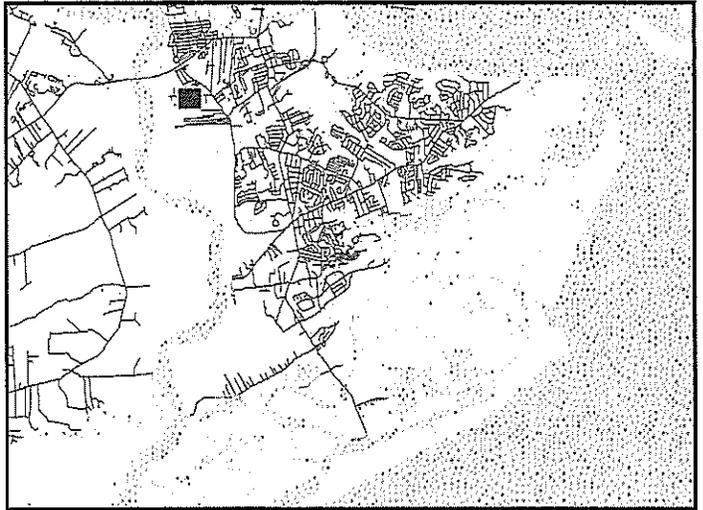
Parcel Address:
614 Stoneboro Ct

TMS #:
3431500099

Acreage: 0.23

City Council District: 11

James Island



Subject Property



Corporate Limits
City of Charleston



Water





Ratification
Number _____

A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2027 WOODCLIFF STREET (0.23 ACRE) (TMS# 355-15-00-060), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 2. THE PROPERTY IS OWNED BY NICHOLAS AND ELAINE BOYER.

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

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

- A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
- C) The area comprising the said property is contiguous to the City of Charleston.

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

SAID PROPERTY to be annexed, 2027 Woodcliff Street, (0.23 acre) is identified by the Charleston County Assessors Office as TMS# 355-15-00-060, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

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

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 2027 Woodcliff Street

Presented to Council: 9/13/2016

Status: Received Signed Petition

Owner Names: Nicholas & Elaine Boyer

Year Built: 1969

Parcel ID: 3551500060

Number of Units: 1

Number of Persons: 2

Race: Caucasian

Acreage: 0.23

Mailing Address: 2027 Woodcliff St

Current Land Use: Residential

Address: Charleston, SC 29414

Current Zoning: R-4

Requested Zoning: SR-1

City Area: West Ashley

Recommended Zoning: SR-1

Subdivision: Greenwood Park

Appraised Value: \$177,400.00

Council District: 2

Assessed Value: \$7,100.00

Within UGB: Yes

Stormwater Fees: 72.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 16
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately, 23 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3551500060
(Address: 2027 Woodcliff St, Charleston, SC, 29414).

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

Dated this 4th day of
August, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Elaine E. Hume Bayer
(Signature)

8/4/16
(Date)

Elaine E. Hume Bayer
(Print Name)

[Signature]
(Signature)

8/4/16
(Date)

Nicholas Bayer
(Print Name)

City of Charleston Annexation Map

Parcel Address:
2027 Woodcliff St

TMS #:
3551500060

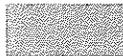
Acreage: 0.23

City Council District: 2

West Ashley



Subject Property



Corporate Limits
City of Charleston



Water





Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY ON SECESSIONVILLE ROAD (2.14 ACRES) (TMS# 427-00-00-006, 427-00-00-116, 427-00-00-117, 427-00-00-250 AND 427-00-00-251), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 6. THE PROPERTY IS OWNED BY ION VENTURE LLC.

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

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

- A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
- C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 6 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, located on Secessionville Road, (2.14 acre) is identified by the Charleston County Assessors Office as TMS# 427-00-00-006, 427-00-00-116, 427-00-00-117, 427-00-00-250 and 427-00-00-251 (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

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

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner-Maybank
Clerk of Council

Annexation Profile

Parcel Address: Secessionville Road

Presented to Council: 9/13/2016

Status: Received Signed Petition

Owner Names: Ion Venture LLC

Year Built: NA

Parcel ID: 4270000006

Number of Units: 0

Number of Persons: 0

4270000116, 4270000117, 4270000250 & 4270000251

Race: Vacant

Acreage: 2.14

Mailing Address: 440-A Folly Rd

Current Land Use: Vacant Residential

Address: Charleston, SC 29407

Current Zoning: S-3

Requested Zoning: SR-1

City Area: James Island

Recommended Zoning: SR-1

Subdivision:

Appraised Value: \$134,100.00

Council District: 6

Assessed Value: \$8,050.00

Within UGB: No

Stormwater Fees: 0.00

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 7
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS provides water. James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is an undeveloped site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

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

City of Charleston Annexation Map

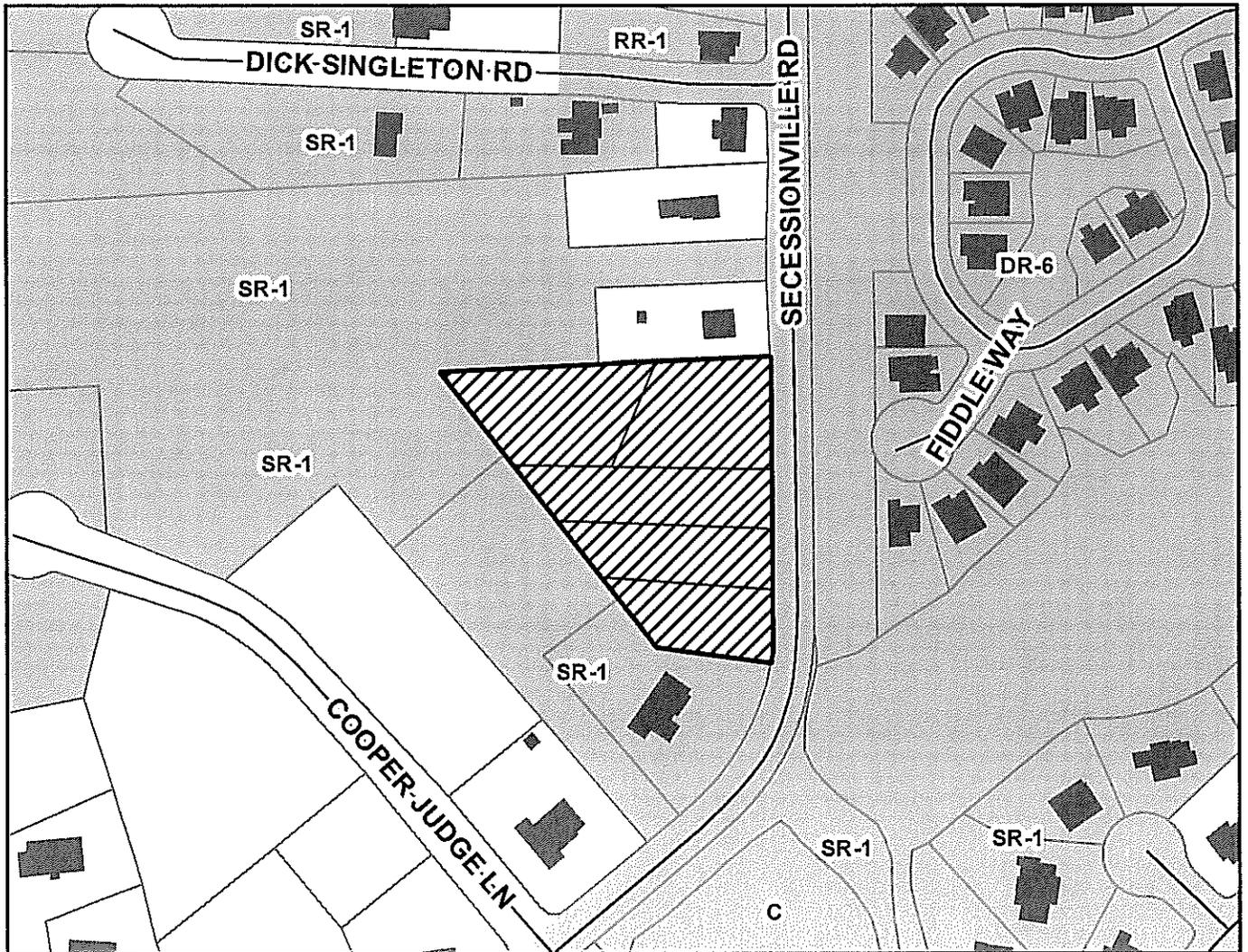
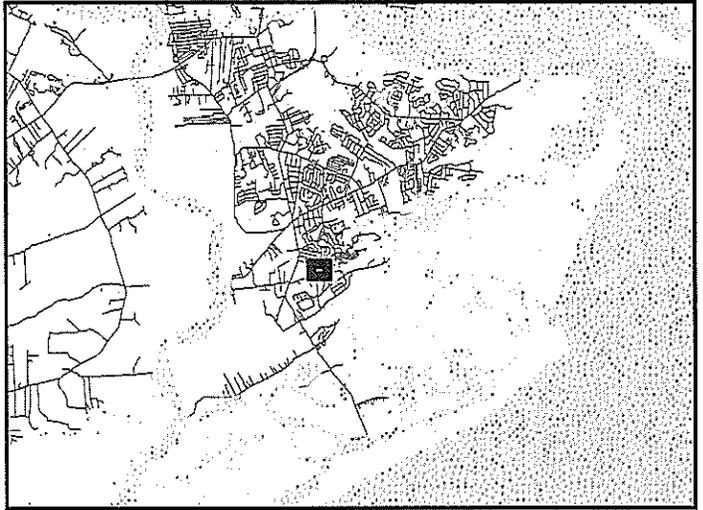
Parcel Address:
Secessionville Road

TMS #:
4270000006, 116, 117, 250 & 251

Acreage: 2.14

City Council District: 6

James Island



Subject Property



Corporate Limits
City of Charleston



Water



i (iv).



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY ON GRIMBALL ROAD EXTENSION (0.79 ACRE) (TMS# 427-00-00-086), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 6. THE PROPERTY IS OWNED BY JOHNNY TROUTMAN AND EUNICE TROUTMAN.

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

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

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

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

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

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 6 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, located on Grimball Road Extension, (0.79 acre) is identified by the Charleston County Assessors Office as TMS# 427-00-00-086 (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

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

By:

John J. Tecklenburg
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: Grimball Road Extension

Presented to Council: 9/13/2016

Status: Received Signed Petition

Owner Names: Johnny Troutman and Eunice Troutman

Year Built: NA

Number of Units: 0

Parcel ID: 4270000086

Number of Persons: 0

Race: Vacant

Acreage: 0.79

Mailing Address: 9732 Nelson Forks Dr
Jacksonville, FL 32222

Current Land Use: Vacant Residential

Current Zoning: S-3

Requested Zoning: SR-1

City Area: James Island

Recommended Zoning: SR-1

Subdivision:

Appraised Value: \$48,100.00

Council District: 6

Assessed Value: \$2,890.00

Within UGB: No

Stormwater Fees: 0.00

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 7
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS provides water. James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is an undeveloped site outside the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

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

City of Charleston Annexation Map

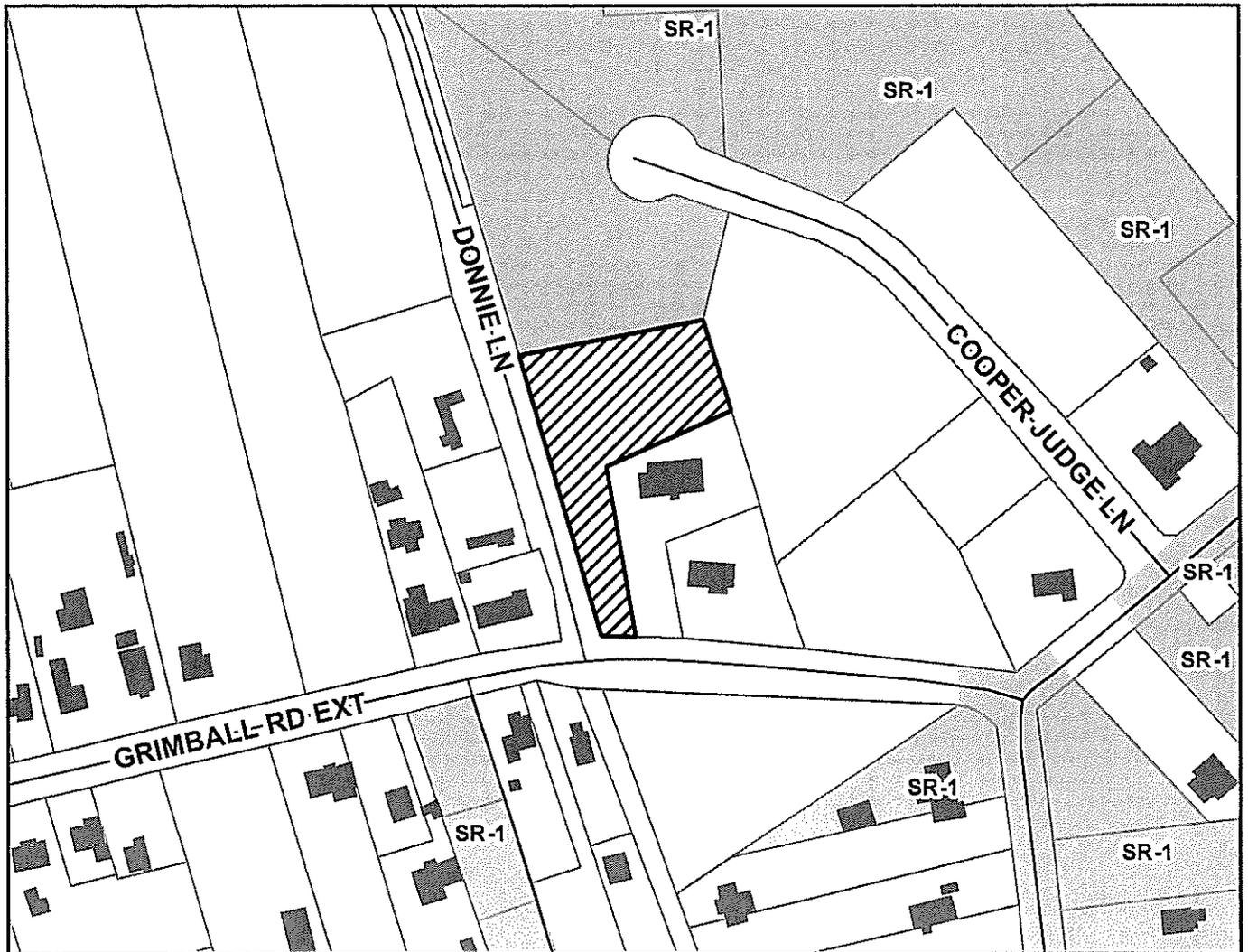
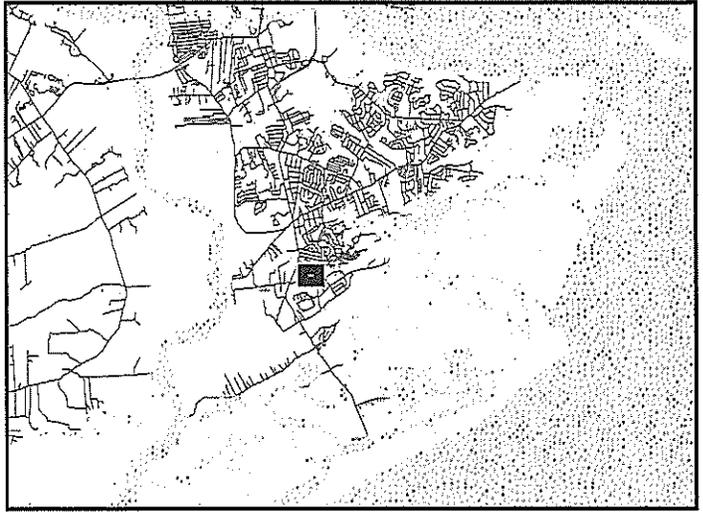
Parcel Address:
Grimball Road Extension

TMS #:
4270000086

Acreage: 0.79

City Council District: 6

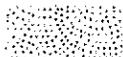
James Island



Subject Property



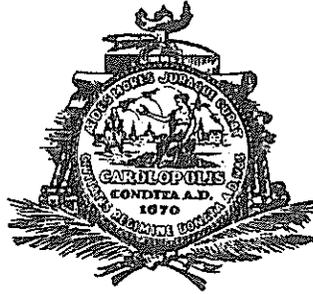
Corporate Limits
City of Charleston



Water



i(0)



Ratification
Number _____

A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1830 MAYBANK HIGHWAY EXTENSION (1.0 ACRE) (TMS# 343-04-00-007), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY MARIA AND STEVEN MUNGO.

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

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

- A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
- C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, located at 1830 Maybank Highway, (1.0 acre) is identified by the Charleston County Assessors Office as TMS# 343-04-00-007 (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

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

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 1830 Maybank Highway

Presented to Council: 9/13/2016

Status: Received Signed Petition

Owner Names: Maria & Steven Mungo

Year Built: 1960

Parcel ID: 3430400007

Number of Units: 1

Number of Persons: 2

Race: Caucasian

Acreage: 1.0

Mailing Address: 1830 Maybank Hwy
Charleston, SC 29412

Current Land Use: Residential

Current Zoning: R-4

Requested Zoning: SR-1

City Area: James Island

Recommended Zoning: SR-1

Subdivision:

Appraised Value: \$2,668,000.00

Council District: 11

Assessed Value: \$106,720.00

Within UGB: Yes

Stormwater Fees: 72.00

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 13
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS provides water. James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

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

City of Charleston Annexation Map

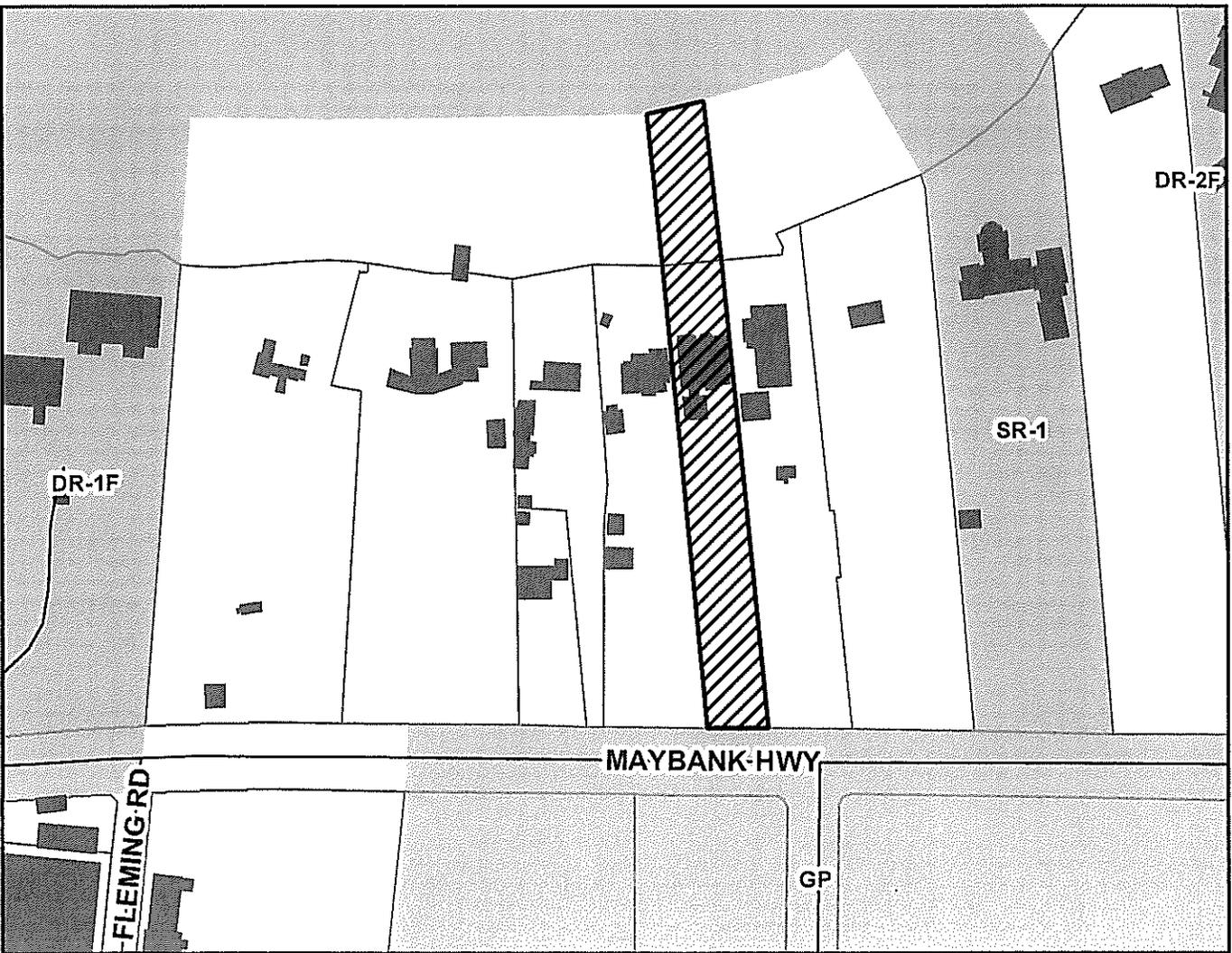
Parcel Address:
1830 Maybank Hwy

TMS #:
3430400007

Acreage: approx. 1.0

City Council District: 11

James Island



 Subject Property  Corporate Limits City of Charleston  Water

