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 4:30 p.m., September 26, 2016, at City Hall, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Councilmember Riegel

Approval of Minutes: September 12, 2016

a. Request approval for the Mayor to execute the attached Lease Agreement whereby the City leases to MUSC 80 parking spaces located at Charleston RiverDogs VIP Lot. The property is owned by the City of Charleston.

b. Request approval for the Mayor to execute the attached Agreement to Buy and Sell Real Estate whereby the City agrees to purchase a 1,699 square foot parcel located on Nassau Street for $75,000. [TMS#459-05-03-005; Nassau Street (south of Lee Street and west of Nassau Street)] The property is owned by Edward K. Pritchard III.

c. Request approval for the Mayor to execute the attached Memorandum of Agreement whereby the City agrees to abandon a portion of its easement interest on Meeting and Huger Place, LLC's property. (TMS# 459-01-01-017) This property is owned by Meeting and Huger Place, LLC.

d. Consider the following annexations:

   i.) 14 Shadowmoss Parkway (TMS# 358-07-00-007) 0.36 acre, West Ashley (District 10). The property is owned by Paula and Chris Iannuccilli.

   ii.) 7 Arcadian Park (TMS# 418-15-00-069) 0.25 acre, West Ashley (District 3). The property is owned by Kathleen and Josh Bell.

iii.) 472 Woodland Shores (TMS# 343-16-00-040) 0.30 acre, James Island (District 11). The property is owned by Rolina Homes, LLC.

iv.) 336 Folly Road (TMS# 424-05-00-029) 0.42 acre, James Island (District 11). The property is owned by George Smythe and David Smythe

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee **DATE:** September 27, 2016

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: Charleston RiverDogs VIP Lot

TMS:

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the attached Lease Agreement whereby the City leases to MUSC 80 parking spaces located at Charleston RiverDogs VIP Lot.

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

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

	Signature	Attachments
Department Head		☐
Legal Department	Frank D. Cantwell	☐
Chief Financial Officer	Amy Wharton	☐
Director Real Estate Management	Colleen Carducci	☒
		☐

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

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

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

Balance in Account _____ Amount needed for this item _____

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

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** September 27, 2016

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: Charleston RiverDogs VIP Lot

TMS:

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the attached Lease Agreement whereby the City leases to MUSC 80 parking spaces located at Charleston RiverDogs VIP 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:** MUSC

☒ **INITIAL**

Terms: The term of this Lease shall be month to month beginning September 19, 2016. Tenant shall pay rent in the amount of $40.00 per space, $3,200.00 per month starting October 1, 2016, with prorated rent for September. Tenant shall have the right to use the parking spaces in the Lot for parking Monday through Friday between the hours of 5:00 AM and 5:00 PM.

☐ **RENEWAL**
Terms:

COMMERCIAL REAL ESTATE FORM

☐ 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).**

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, 80 parking spaces located at: Charleston RiverDogs, VIP 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 19, 2016, (the "Commencement Date") and shall terminate no later than March 31st, 2017 (the "Termination Date"). This Lease shall continue up to the Termination Date or until a 60-day written notice is given by either party to terminate early.

ARTICLE 3 - BASIC RENT

3.1 Tenant shall pay rent (the "Basic Rent") to Landlord in the amount of $40.00 per space, $3,200.00 per month starting October 1, 2016 the pro-rated rent due for the month of September 2016 shall be $1,780.00. 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. Tenant understands that parking may be limited or prohibited during scheduled events, Exhibit "A". Tenant understands that Exhibit "A" is subject to change.

4.3. Landlord reserves the right to provide a one (1) week notice of any special event that may cause parking to be shifted and or altered in which Tenant agrees to accommodate such schedule changes. Landlord shall make all reasonable efforts to provide as much notice as possible.

4.4. 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 4.1or 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 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 and 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 ALTERTATIONS

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

Exhibit A

Charleston RiverDogs Event Schedule

October 21, 2016
October 27, 2016
October 28, 2016
March, 2017 – Date to be determined

Citadel Baseball Game Schedule

February 17, 2017
February 22, 2017
February 24, 2017
February 28, 2017
March 3, 2017
March 10, 2017
March 14, 2017
March 16, 2017
March 17, 2017
March 24, 2017
March 28, 2017

b.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee **DATE:** September 27, 2016

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: Nassau Street (south of Lee Street and west of Nassau Street)

TMS: 459-05-03-005

PROPERTY OWNER: Edward K. Pritchard III

ACTION REQUEST: Request approval for the Mayor to execute the attached Agreement to Buy and Sell Real Estate whereby the City agrees to purchase a 1,699 square foot parcel located on Nassau Street for $75,000.00.

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

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

	Signature	Attachments
Department Head		☐
Legal Department	Thomas D Cantwell	☐
Chief Financial Officer	Amy Wharton	☐
Director Real Estate Management	Colleen Carducci	☒
		☐

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

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

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

Balance in Account _____ Amount needed for this item $75,000

***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 27, 2016

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: Nassau Street (south of Lee Street and west of Nassau Street)

TMS: 459-05-03-005

PROPERTY OWNER: Edward K. Pritchard III

ACTION REQUEST: Request approval for the Mayor to execute the attached Agreement to Buy and Sell Real Estate whereby the City agrees to purchase a 1,699 square foot parcel located on Nassau Street for $75,000.00.

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

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

☒ **ACQUISITION** Seller (Property Owner) Edward K. Pritchard III Purchaser City of Charleston

☐ **DONATION/TRANSFER**
Donated By:

☐ **FORECLOSURE**
Terms:

☒ **PURCHASE**
Terms: The purchase price shall be $75,000.00. An earnest money deposit of $5,000.00 is due from the City no later than five business days following the Effective Date.

☐ **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).**

AGREEMENT TO BUY AND SELL REAL ESTATE

This Purchase and Sale Agreement "*Agreement*") is made and entered into as of the ____ day of _____, 2016 (the "*Effective Date*") by and between **Edward K. Pritchard III** (the "*Seller*") and **CITY OF CHARLESTON, SOUTH CAROLINA,** a South Carolina municipal corporation ("*City*" or "*Buyer*").

WITNESSETH:

1. **Sale of the Property.** The Seller agrees to sell by limited warranty deed and the Buyer agrees to purchase on the terms hereafter stated on the Closing Date (hereafter defined), a 1,699 square foot parcel located on Nassau Street (south of Lee Street and west of Nassau Street) and known generally as Charleston County **TMS No. 459-05-03-005** together with all improvements thereon and appurtenances thereto (the "Property").

2. **Purchase Price**. The purchase price for the Property shall be **$75,000.00** (the "Purchase Price"). Subject to the adjustments and prorations set forth herein, the Purchase Price shall be payable in immediately available funds at Closing. An earnest money deposit of Five Thousand and No/100 ($5,000.00) Dollars ("Earnest Money") is due from City no later than five (5) business days following the Effective Date. Seller and City authorize Haynsworth Sinkler Boyd to act as Escrow Agent to hold and disburse the Earnest Money according to the terms of this Agreement. At Closing, the Earnest Money will be credited to City.

3. **Contingencies**. This Agreement is contingent on the approval of its terms by the City Council.

4. **Right to Go on Property.** Prior to the date of Closing (as defined herein), Buyer and its agents and representatives shall have the right to go on the Property for the purpose of conducting soil tests, surveys, environmental audits and other investigations, and undertaking such other activities as Buyer deems necessary in connection with its evaluation and planning the development of the Property.

5. **Inspection Period; Closing.** The closing of this transaction (the "Closing") shall occur at the offices of Buyer's attorney, in Charleston, South Carolina, unless otherwise agreed to by the parties, on a date determined as follows:

   a. Buyer shall have until 60 days after the Effective Date (the "Inspection Period") to conduct any and all physical and other inspections or investigations it deems necessary to insure material compliance of the Property with Buyer's intended use of the Property. Seller shall cooperate with Buyer in facilitating Buyer's inspections and due diligence. Until the expiration of the Inspection Period, Buyer may terminate this Agreement for any reason or no reason, in Buyer's sole discretion, by giving written notice to Seller on or before 5:00 PM on the last day of the Inspection Period. Upon termination in accordance with the foregoing, this Agreement shall be null and void, except for any rights or obligations that are expressly stated to survive termination.

b. If Buyer does not terminate this Agreement on or before expiration of the Inspection Period, subject to the remaining terms hereof, the **Closing shall occur thereafter on a date mutually acceptable to the Parties, but no later than 90 days after expiration of the Inspection Period.** **TIME IS OF THE ESSENCE.** The Closing of this transaction shall occur at the offices of Buyer's attorney, in Charleston, South Carolina, unless otherwise agreed to by the parties.

6. **Closing Documents.** At least two business days before Closing, Seller shall execute and deliver to Buyer's attorney in trust the following items, in form and substance reasonably acceptable to Buyer:

a. A limited warranty deed, conveying valid, insurable (at standard rates), marketable, recordable and indefeasible fee simple title to the Property, subject only to (1) ad valorem real property taxes for the fiscal year in which the closing occurs (to be prorated as of the Closing date), and (2) any other matters of record in the RMC Office for Charleston County as of the Effective Date to which Buyer has not objected prior to the expiration of the Inspection Period (collectively the "Permitted Exceptions"), provided, however, Buyer shall not be obligated to object to mortgage or other financing liens, tax liens or money judgments, and the same shall be paid in full by Seller at or prior to Closing and shall cause the Property to be conveyed free and clear thereof.

b. An owner's affidavit in form reasonably acceptable to Buyer's title insurance company affirming that there are no outstanding possessory rights, liens or rights to claim rights or liens against the Property.

c. Such other documents or instruments as may be reasonably required by Buyer, the Escrow Agent or the Buyer's title insurer, required by other provisions of this Agreement, or reasonably necessary to effectuate the Closing, so long as such matters do not require any material expenditure of funds by Seller.

7. **Closing Expenses.** Each party shall be responsible for the following closing expenses:

a. Seller shall be responsible for the cost of preparation of the limited warranty deed and related documents and other normal Seller closing costs, if any.

b. Buyer shall be responsible for all expenses incurred by it in investigating the Property, including the cost of title examination, all reports, tests or other products of Buyer's inspection, which shall be the sole and exclusive property of Buyer and other normal Buyer closing costs, if any.

c. The parties shall each be responsible for their respective attorneys' fees.

8. **Ad Valorem Taxes.** Ad valorem taxes ("Taxes") assessed against the Property for the year in which Closing occurs shall be prorated on a calendar year basis as of the day of Closing

and shall be based on the actual Taxes for the current calendar year. City shall apply for tax exempt status for the Property and, if obtained for the tax year 2016, any pro rata taxes paid by Seller at Closing shall be refunded to Seller.

9. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer as follows, each of which are made as of the Effective Date and will be deemed to have been made again as of the date of Closing:

a. Seller possesses all requisite right, authority and power to execute and perform this Agreement in accordance with its terms.

b. Seller has good and marketable title in fee simple to the Property which will be conveyed to Buyer at closing free and clear of any and all liens, encumbrances, restrictions or easements except for the Permitted Exceptions.

c. There are no actions, suits or proceedings pending or threatened against Seller or the Property affecting any portion of the Property, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

d. There are not presently pending any condemnation actions or special assessments of any nature with respect to the Property or any part thereof, and Seller has not received any notices of any condemnation actions or special assessments being contemplated, nor does Seller have any knowledge of any being contemplated).

e. Seller has not received any notice of any violation of any ordinance, regulation, law or statute of any governmental agency pertaining to the Property or any portion thereof which has not been complied with.

f. Seller agrees to cooperate with Buyer as may be necessary in the pursuit of soil and environmental testing, property inspections and the like, to include without limitation, providing Buyer with copies of previous reports, inspections, etc. and allowing the Buyer access to the Property to perform such inspections.

g. Seller is not aware of any "hazardous substances", as the term is defined in Section 101(14) of the Comprehensive, Environmental Response Compensation, and Liability Act of 1980, as amended, that have been manufactured, stored or disposed of on the Property; and Seller is not aware of the presence of any underground storage tanks located on the Property.

10. **Condemnation.** If any taking pursuant to the power of eminent domain is threatened or occurs as to all or any material portion of the Property before the Closing date, or a sale occurs in lieu thereof, Seller shall immediately notify Buyer, and Seller may elect to terminate this Agreement by delivery of written notice of termination to Buyer within thirty (30) days after written notice from Seller of the condemnation or threat thereof. If the Seller does not terminate this Agreement and wishes to proceed to Closing, subject to its continued right of termination,

Buyer shall have fifteen (15) days to notify Seller in writing that it intends to terminate this Agreement. If Buyer does not terminate and wishes to proceed to Closing, all proceeds, awards and other payments arising from any such taking or sale shall be assigned to and paid to Buyer, without any adjustment of the purchase price. If Seller or Buyer elect to terminate this Agreement as set forth herein, the parties hereto shall have no further obligations or liabilities under this Agreement except as specifically provided herein to the contrary. Notwithstanding any provision above to the contrary, in no event shall Buyer be entitled to terminate this Agreement by initiating a condemnation action for the Property. In the event the Agreement is terminated for any other reason, such termination shall be without prejudice as to Buyer's rights to bring a condemnation action.

11. **Real Estate Commission.** The parties represent and warrant to each other that neither party has dealt with a broker, agent, or other individual or entity entitled to a commission in connection with this transaction.

12. **Assignment.** Neither party may assign its interest in this Agreement without the written consent of the other party hereto.

13. **Default.** If Buyer defaults in its obligations under this Agreement for any reason except for a default by Seller, Seller shall immediately notify Buyer in writing and Buyer shall have seven (7) days to cure said default (the "Buyer Default Cure Period"), except that if the Buyer Default Cure Period extends past the Closing date, Buyer's right to cure shall end on the Closing date and Buyer shall be in default under this Agreement. If Buyer fails to cure, Seller shall be entitled, as Seller's remedy against Buyer for Buyer's default, to either retain the deposit as liquidated damages and not as a penalty, or pursue any damages or remedies permitted by law or equity, including the right of specific performance, and Seller's reasonable attorney's fees resulting from Buyer's default.

If Seller defaults in its obligations under this Agreement for any reason except for a default by Buyer, Buyer shall immediately notify Seller in writing and Seller shall have seven (7) days to cure said default (the "Seller Default Cure Period"), except that if the Seller Default Cure Period extends past the Closing date, Seller's right to cure shall end on the Closing date and Seller shall be in default under this Agreement. If Seller fails to cure, Buyer shall be entitled, as Buyer's remedy against Seller for Seller's default, to pursue any damages or remedies permitted by law or equity (including, without limitation, the right to specific performance) including Buyer's reasonable attorney's fees resulting from Seller's default.

14. **Time of the Essence.** The parties agree that time shall be of the essence in the performance of all of the terms and conditions of this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to and through the next day which is not a Saturday, Sunday or a holiday.

15. **Counterparts and Electronic Transmission.** This Agreement may be executed by all parties in counterparts, each of which shall be deemed an original, but all of such counterparts

taken together will constitute one and the same agreement. Facsimile or e-mail copies of this Agreement containing signatures of the parties shall be deemed to be originals and shall be binding.

16. **Captions.** Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

17. **Entire Agreement; Legally Binding.** The parties acknowledge that this Agreement contains the entire agreement between the parties with respect to the Property and the Agreement supersedes any prior oral or written understandings, and is legally binding. No modification of this Agreement and no waiver of any of its terms or conditions shall be effective unless made in writing and duly executed by both parties.

18. **Successors and Assigns**. This Agreement shall be binding on the parties and their respective heirs, successors and permitted assigns.

19. **Notices**. All notices or elections required or permitted to be given, delivered or served by any party shall be deemed given, delivered or served in accordance with the provisions of this Agreement (a) when delivered to the intended party personally, (b) at 5:00 p.m. on the business day after the date delivered to a nationally recognized delivery service including, without limitation, Federal Express, United Parcel Service, Airborne Express, postage prepaid and sent for next day delivery, or (c) at 5:00 p.m. on the third business day after the date deposited in the registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

If to Seller:

Edward K. Pritchard III
129 Broad Street
Charleston, South Carolina 29401
(843) 722-3300 / epritchard@pritchardlawgroup.com

With copies to:

_____
_____
_____
_____

If to Buyer:

City of Charleston
Attention: Real Estate Management Division
PO BOX 304
Charleston, SC 29402

With a copy to:

City of Charleston
Attention: Legal Department
PO BOX 304
Charleston, SC 29402

20. **Controlling Law**. Agreement will be construed, and the rights of Seller and Buyer under this Agreement will be determined in accordance with the laws of the State of South Carolina.

21. **Construction of Terms**. Where appropriate, any word denoting the singular shall be deemed to denote the plural, and vice versa.

22. **Execution of Documents**. Each party hereto covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and delivery, or cause to be executed, acknowledged and delivered such documents in order to carry out fully and effectuate the transaction herein contemplated.

23. **Attorneys' Fees.** In the event that either party obtains a judgment against the other as a result of a suit or other proceeding instituted to enforce rights hereunder, such prevailing party shall also be entitled to recover all costs, expenses, and attorneys' fees incurred by such party in connection with such suit or proceeding.

24. **Interpretation**. No ambiguity in this Agreement shall be construed against the draftsman or principal draftsman of this Agreement.

25. **Miscellaneous**. If either party is a corporation, limited liability company, trust, partnership or other entity, it shall provide evidence that: (i) the persons executing this agreement are authorized to act on behalf of the entity, and (ii) that the entity is validly and legally existing and in good standing under the laws of the state of its organization and authorized to do business in the State of South Carolina, if its actions constitute "transaction of business".

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Seller and Buyer have executed this Agreement to Buy and Sell Real Estate under seal on the date(s) set forth below.

WITNESSES:

_____

Date:_____, 2016

BUYER:

CITY OF CHARLESTON, a South Carolina Municipal Corporation

By: _____

Name: John J. Tecklenburg
Title: Mayor

WITNESSES:

Jennifer Gravelle

Date: 9/20, 2016

SELLER:

Edward K. Pritchard III

C.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee **DATE:** September 27, 2016

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS:

TMS: 459-01-01-017

PROPERTY OWNER: Meeting and Huger Place, LLC (M&H)

ACTION REQUEST: Request approval for the Mayor to execute the attached Memorandum of Agreement whereby the City agrees to abandon a portion of its easement interest on M&H's property.

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

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

	Signature	Attachments
Department Head		☐
Legal Department	Frances P Cartwell	☐
Chief Financial Officer	Amy Wharton	☐
Director Real Estate Management	Colleen Carducci	☒
		☐

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

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

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

Balance in Account _____ Amount needed for this item _____

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

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** September 27, 2016

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS:

TMS: 459-01-01-017

PROPERTY OWNER: Meeting and Huger Place, LLC (M&H)

ACTION REQUEST: Request approval for the Mayor to execute the attached Memorandum of Agreement whereby the City agrees to abandon a portion of its easement interest on M&H's property.

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:

☒ **SALE** **Seller (Property Owner)** Meeting and Huger Place, LLC (M&H) **Purchaser** City of Charleston

☒ **OTHER**

Terms: In exchange for the release of a portion of its easement interest on M&H's property, illustrated as the Encroachment Area on the Exhibit, M&H shall purchase for the benefit of the City an equivalent amount of property to add to the western side of the City's easement area. If M&H cannot acquire this area by December 31, 2016, M&H shall pay the City a sum equivalent to the number of square feet of the Encroachment Area multiplied by the per square foot value of M&H's property (459-01-01-017) at the time M&H acquired such property.
Additionally, M&H will be responsible for all costs associated with such abandonment and relocation of the underground electrical.

COMMERCIAL REAL ESTATE FORM

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

☐ PERMANENT _____

Terms: _____

☐ TEMPORARY

Terms: _____

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

☐ INITIAL

Terms: _____

☐ RENEWAL

Terms: _____

☐ AMENDMENT

Terms: _____

☐ **Improvement of Property**

Owner: _____

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).**

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

THIS MEMORANDUM OF AGREEMENT (this "Agreement") is entered into this ___ day of _____, 2016, by and between MEETING & HUGER PLACE, LLC ("LLC") and CITY OF CHARLESTON ("City").

WITNESSETH:

WHEREAS, LLC is the owner of a parcel of land known as "WEST HALF OF NASSAU STREET, 2,577 S.F., 0.06 AC.," ("West Half Nassau") as shown on a plat prepared by Atlantic Surveying, Inc., revised 12-11-12 and recorded in Plat Book S-13, Page 0037, attached as **Exhibit A**; and

WHEREAS, West Half Nassau was added to the adjoining parcel, TMS No. 459-01-01-017, owned by LLC; and

WHEREAS, City has a "NEW 20' GENERAL UTILITY EASEMENT" ("Easement") over the entire West Half Nassau, more fully shown as the underground electrical ("UGE") on the drawing (the "Drawing") attached hereto as **Exhibit B**; and

WHEREAS, the Drawing also shows a portion of the building to be constructed by LLC encroaching into the Easement over the UGE (the "Encroachment Area"); and

WHEREAS, LLC seeks to have the City abandon its interest in the Encroachment Area to allow the encroachment of the building shown on **Exhibit B**, and the relocation of the UGE to the eastern portion of the Easement near the boundary line between the LLC property and the adjoining property owned by Refuge Church of our Lord Jesus Church ("Church"); and

WHEREAS, City is amenable to abandoning its interest in the Encroachment Area, together with the permission to relocate the UGE to the northeast to be within the LLC property adjacent to the property line between LLC and Church, subject to the terms and conditions provided in this Agreement; and

WHEREAS, the parties hereto are entering into this Agreement in order to set forth the mutual obligations one to the other to accomplish the foregoing.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the foregoing premises and the mutual promises made one to the other, LLC and City agree as follows:

1. The recitals above are incorporated into this Agreement.

2. City agrees to abandon its interest in the Encroachment Area. LLC shall be responsible for any and all costs associated with such abandonment including but not limited to the preparation of documents and plats required to effect the abandonment.

3. City shall allow the LLC to relocate the UGE to the northeast boundary of the LLC property. LLC shall be responsible for working with SCE&G to relocate the UGE and to satisfy all requirements of the utility company and to pay all costs and expenses of the relocation.

4. LLC agrees to indemnify and hold harmless City from any liability arising out of or relating to the relocation of the UGE and the construction of a portion of its building on the Encroachment Area,, including but not limited to, the payment of all claims, losses, damages, judgments, costs or attorney's fees arising out of arising out of the construction of its building within the Encroachment Area and the relocation of the UGE.

5. From and after the execution date of this Agreement, and for and in consideration of this Agreement, the LLC shall make a good faith effort to purchase an amount of contiguous property from the Church, equivalent in size to the Encroachment Area, for use as a general utility easement by the City, which additional land shall be adjacent to the Easement on the Church property. If LLC has not been successful in acquiring this area from the Church by December 31, 2016,LLC shall pay the City a sum equivalent to the number of square feet of the Encroachment Area multiplied by the per square foot value of LLC's property bearing TMS No. 459-01-01-017 at the time LLC acquired such property.

6. All actions to be performed by LLC as set forth herein shall be at no cost to City.

7. This Agreement shall be binding upon and inure to the benefit of each party, and their successors and assigns. This Agreement contains the parties' entire agreement regarding the Encroachment Area and the relocation of the SCE&G line within the Easement. This Agreement shall not be amended or modified except in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum on the date and year first above written.

WITNESSES:

Frederick J. Whittle
Witness #1

Witness #2 / Can be Notary

MEETING & HUGER PLACE, LLC

By:
Name: Edgar A Buck Jr
Its: Managing Member

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me Meeting & Huger Place, LLC, by Edgar A Buck Jr, its Managing Member, who provided satisfactory evidence of identification to be the person whose name is subscribed to the foregoing instrument, and further acknowledged before me execution of the foregoing instrument.

SWORN TO and subscribed before me this 16 day of September, 2016.

Notary Public for South Carolina
Printed Name RICHARD R CAKAMARICA
My commission expires 1/29/20

WITNESSES:

CITY OF CHARLESTON

_____
Witness #1

By: _____
Name: _____
Its: _____

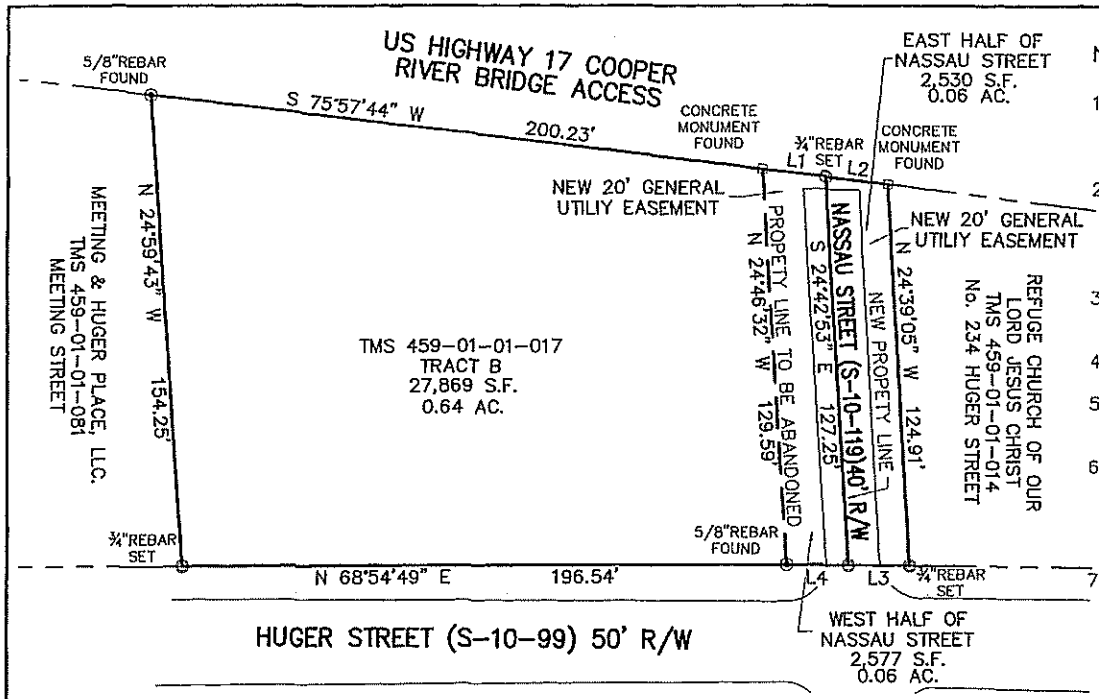
_____
Witness #2 / Can be Notary

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me City of Charleston, by _____, its _____, who provided satisfactory evidence of identification to be the person whose name is subscribed to the foregoing instrument, and further acknowledged before me execution of the foregoing instrument.

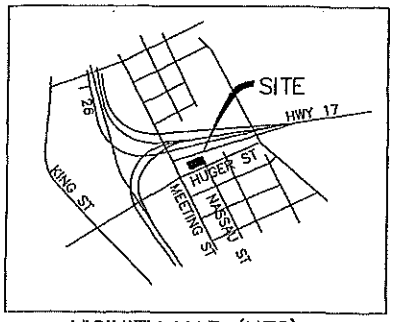
SWORN TO and subscribed before me this _____ day of _____, 2016.

_____
Notary Public for South Carolina
Printed Name _____
My commission expires _____

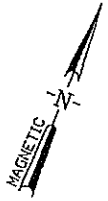


NOTES & REFERENCES:

1. REFERENCE PLAT BY THOMAS V. BESSENT RECORDED IN THE CHARELSTON CO. R.M.C. OFFICE IN PLAT BOOK EK AT PAGE 571.
2. THIS SURVEY DOES NOT REFLECT A TITLE SEARCH AND IS BASED ENTIRELY ON THE ABOVE REFERENCED DOCUMENT(S) AND FOUND MONUMENTATION.
3. TMS 459-01-01-017 OWNED BY MEETING & HUGER PLACE, LLC.
4. NASSAU STREET OWNED BY SC DOT.
5. PUBLIC WATER AND SEWER AVAILEBLE FOR THIS LOT.
6. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, 45019C 0512J, DATED 11/17/04, THIS PROPERTY APPEARS TO LIE WITHIN FLOOD ZONE AE (ELEV. 13').
7. THE 40' STREET RIGHT-OF-WAY HEREON WAS ABANDONED BY CHARLESTON CITY COUNCILE ON NOVEMBER 27, BY ORDINANCE NO. 2012-408 , WITH AUTHORITY TO CONVEY SUCH PORTIONS OF ROW TO THE ADJACENT PROPERTY OWNERS



VICINITY MAP (NTS)



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.49	S75°57'26"W
L2	20.49	S75°57'26"W
L3	20.05	S69°27'10"W
L4	20.05	S69°27'10"W

PLAT TO ACQUIRE THE WEST HALF OF NASSAU STREET BETWEEN HUGER STREET & US 17 ACCESS RAMP AND COMBINE IT WITH TRACT B

CITY OF CHARLESTON
CHARLESTON COUNTY, SC

DATE: AUGUST 30, 2012 SCALE: 1" = 40'

PLANNING AND RMC USE ONLY

APPROVED PLAT
DATE 2-8-13
ENGINEERING DIVISION
CITY OF CHARLESTON

RECORDED
DATE: March 4, 2013 TIME: 1:58:36 PM
Book-Page S13 - 0037 DocType Small Plat
Charlie Lybrand, Register, Charleston County, SC

Filed By: MCNAIR LAW FIRM, P.A. 100 CALHOUN ST. CHARLESTON SC 29401 (BOX)

Record Fee	$ 10.00	
Postage	$ -	
TOTAL	$ 10.00	
Drawer	Drawer 2	
Clerk	SLW	

Location: NASSAU STREET

SOUTH CAROLINA REGISTERED LAND SURVEYOR 14813 COVERT BOYD NELSON 2/5/13

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION ATLANTIC SURVEYING, INC. COA No. 3421

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

ATLANTIC SURVEYING, INC.
828 WAPPOO ROAD
P.O. BOX 30604
CHARLESTON, SOUTH CAROLINA 29417
PHONE (843)763-6669 FAX (843)766-7411

GRAPHIC SCALE
20' 0 10' 20' 40'
(IN FEET)
1 inch = 20 ft.

REVISED 12-11-12 JOB #12-14635

S13-0037

Exhibit A

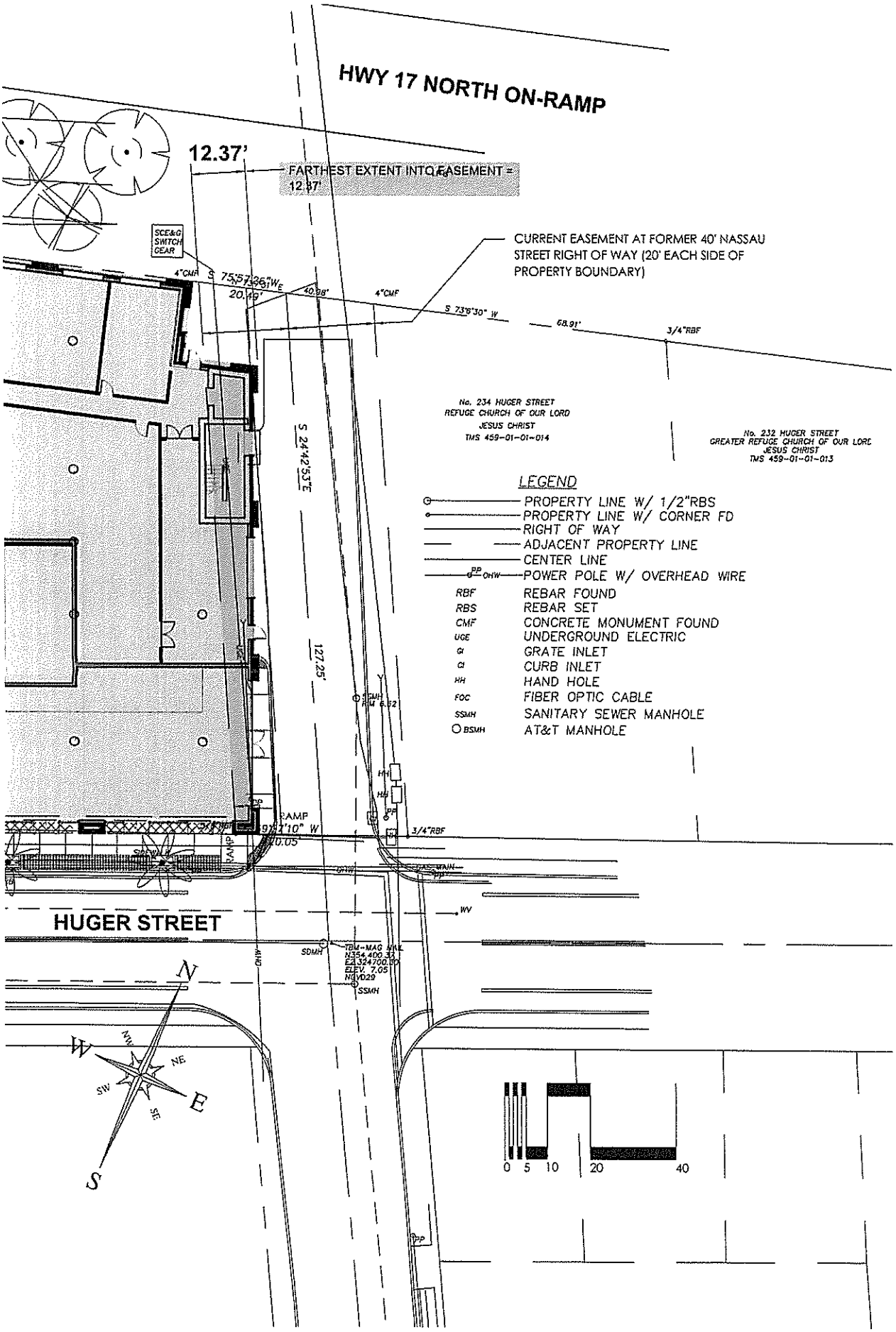

HWY 17 NORTH ON-RAMP
12.37'
FARTHEST EXTENT INTO EASEMENT = 12.37'
CURRENT EASEMENT AT FORMER 40' NASSAU STREET RIGHT OF WAY (20' EACH SIDE OF PROPERTY BOUNDARY)
SCE&G SWITCH GEAR
4"CMF
S 75°57'26"W
20.49'
40.98'
4"CMF
S 73°8'30" W
68.91'
3/4"RBF
No. 234 HUGER STREET
REFUGE CHURCH OF OUR LORD
JESUS CHRIST
TMS 459-01-01-014
No. 232 HUGER STREET
GREATER REFUGE CHURCH OF OUR LORD
JESUS CHRIST
TMS 459-01-01-013
S 24°42'53"E
127.25'
LEGEND
PROPERTY LINE W/ 1/2"RBS
PROPERTY LINE W/ CORNER FD
RIGHT OF WAY
ADJACENT PROPERTY LINE
CENTER LINE
POWER POLE W/ OVERHEAD WIRE
RBF REBAR FOUND
RBS REBAR SET
CMF CONCRETE MONUMENT FOUND
UGE UNDERGROUND ELECTRIC
GI GRATE INLET
CI CURB INLET
HH HAND HOLE
FOC FIBER OPTIC CABLE
SSMH SANITARY SEWER MANHOLE
BSMH AT&T MANHOLE
RAMP
3/4"RBF
HUGER STREET
SDMH
SSMH
N
W
E
S
NW
NE
SW
SE
0 5 10 20 40

Exhibit B

d(i)

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 14 SHADOWMOSS PARKWAY (0.36 ACRE) (TMS# 358-07-00-007), 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 10. THE PROPERTY IS OWNED BY PAULA AND CHRIS IANNUCCILLI.

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 10 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 14 Shadowmoss Parkway, (0.36 acre) is identified by the Charleston County Assessors Office as TMS# 358-07-00-007 (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: 14 Shadowmoss Parkway

Owner Names: Christopher & Paula Iannuccilli

Parcel ID: 3580700007

Mailing Address: 14 Shadowmoss Pkwy
Charleston, SC 29414

City Area: West Ashley
Subdivision: Shadowmoss
Council District: 10
Within UGB: Yes

Presented to Council: 9/27/2016
Status: Received Signed Petition
Year Built: 1983
Number of Units: 1
Number of Persons: 3
Race: Caucasian
Acreage: 0.36
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $234,700.00
Assessed Value: $9,390.00
Stormwater Fees: 72.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 19
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 service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

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

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

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately .36 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3580700007
(Address: 14 Shadowmoss Parkway, 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 2 day of September, 2016

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
(Signature)	9/2/16 (Date)
Christopher Iannuccilli (Print Name)	
Paula Iannuccilli (Signature)	9/2/16 (Date)
Paula Iannuccilli (Print Name)	

City of Charleston
Annexation Map

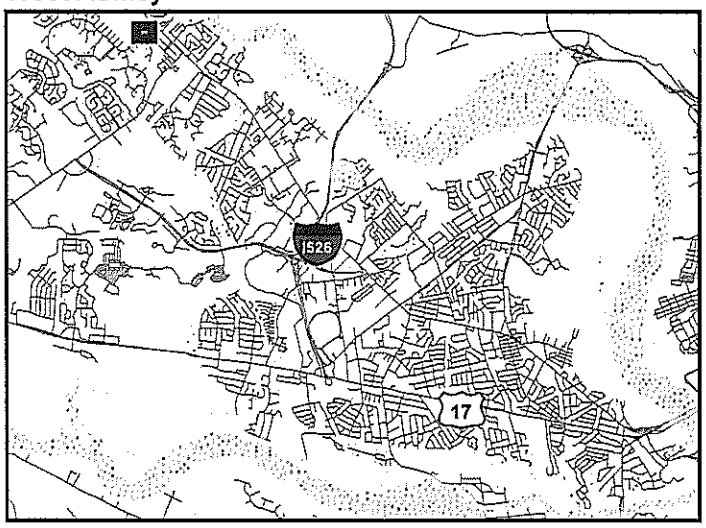
Parcel Address:
14 Shadowmoss Pkwy

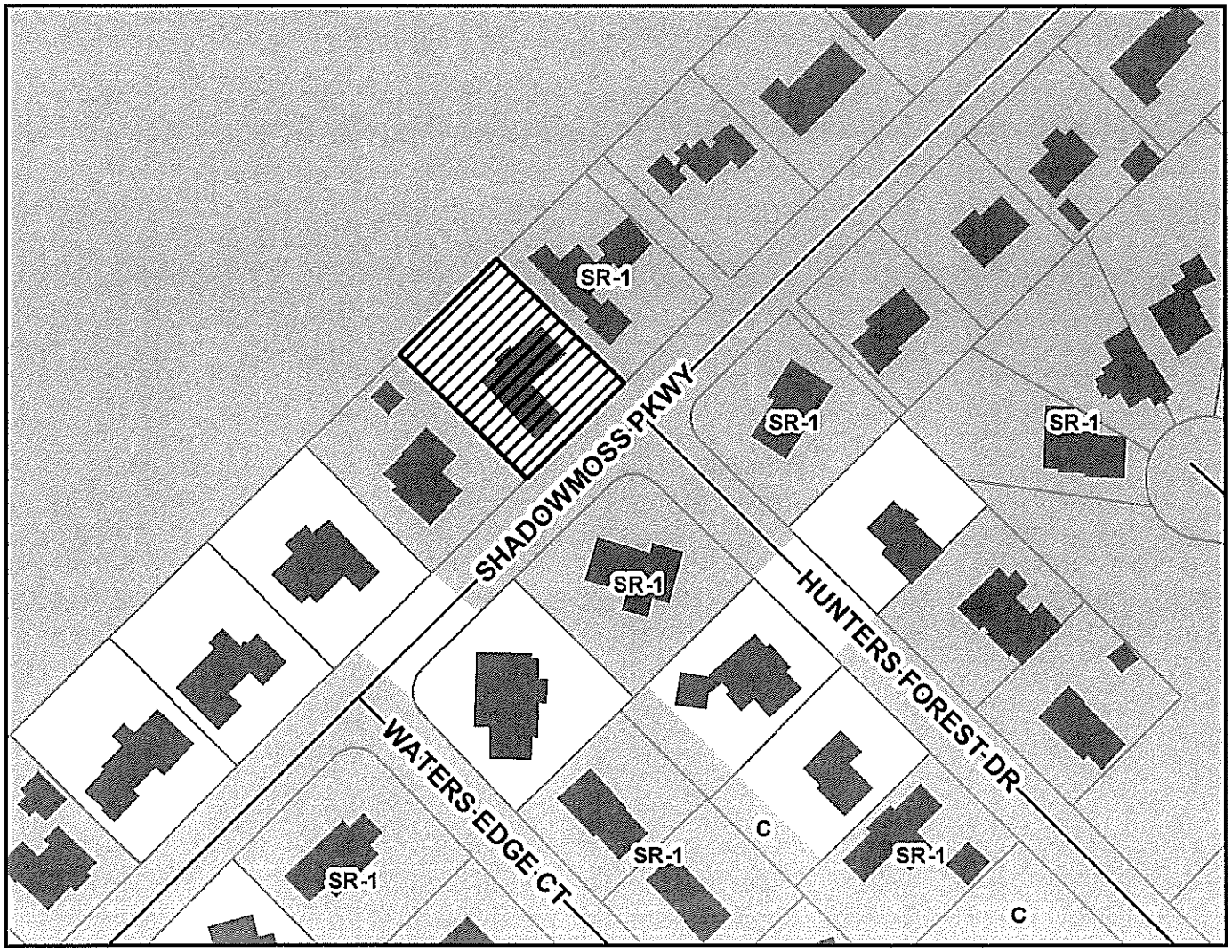
TMS #:
3580700007

Acreage: 0.36

City Council District: 10

West Ashley





Subject Property

Corporate Limits
City of Charleston

Water

N

d(ii)

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 7 ARCADIAN PARK (0.25 ACRE) (TMS# 418-15-00-069), 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 3. THE PROPERTY IS OWNED BY KATHLEEN AND JOSH BELL.

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 3 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 7 Arcadian Park, (0.25 acre) is identified by the Charleston County Assessors Office as TMS# 418-15-00-069, (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: 7 Arcadian Park

Owner Names: Kathleen & Josh Bell

Parcel ID: 4181500069

Mailing Address: 7 Arcadian Park
Charleston, SC 29407

City Area: West Ashley
Subdivision: Avondale
Council District: 3
Within UGB: Yes

Presented to Council: 9/27/2016
Status: Received Signed Petition
Year Built: 1950
Number of Units: 1
Number of Persons: 2
Race: Caucasian
Acreage: 0.25
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $275,000.00
Assessed Value: $11,000.00
Stormwater Fees: 72.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 10
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Additional State-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)
) PETITION FOR ANNEXATION
COUNTY OF CHARLESTON)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately 0.25 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 418-15-00-069 (7 Arcadian Park).

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 18th day of
August, 2016

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
Kathleen H. Bell (Signature)	9/6/16 (Date)
Kathleen Hicks Bell (Print Name)	
T. Joshua Bell (Signature)	9-6-16 (Date)
Thomas Joshua Bell (Print Name)	

City of Charleston
Annexation Map

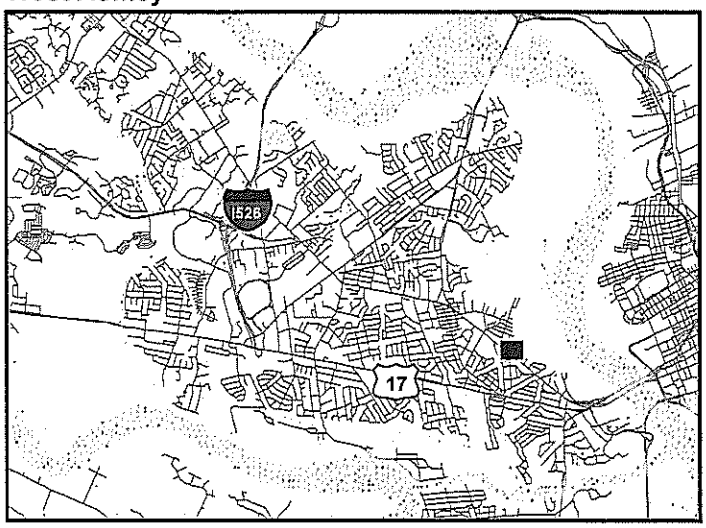
Parcel Address:
7 Arcadian Park

TMS #:
4181500069

Acreage: 0.25

City Council District: 3

West Ashley



Subject Property

Corporate Limits
City of Charleston

Water

N

d(iii)

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 472 WOODLAND SHORES ROAD (0.30 ACRE) (TMS# 343-16-00-040), 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 ROLINA HOMES 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 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 472 Woodland Shores Road, (0.30 acre) is identified by the Charleston County Assessors Office as TMS# 343-16-00-040 (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: 472 Woodland Shores Road

Owner Names: Rolina Homes

Parcel ID: 3431600040

Mailing Address: 501 Bramson Ct
Mount Pleasant, SC 29464

City Area: James Island
Subdivision: Woodland Shores
Council District: 11
Within UGB: Yes

Presented to Council: 9/27/2016
Status: Received Signed Petition
Year Built: NA
Number of Units: 0
Number of Persons: 0
Race: Vacant
Acreage: 0.30
Current Land Use: Vacant Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $90,400.00
Assessed Value: $5,420.00
Stormwater Fees: 0.00

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 13
Public Service	
Sanitation	Located in existing service area. 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 within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

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

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

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located on James Island (approximately 0.30 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 343-16-00-040 (472 Woodland Shores Road).

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 7th day of
September, 2016

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
JR Fabrizio for Rolin Homes, LLC	9/8/16
(Signature)	(Date)
Jason R Fabrizio, member Rolin Homes, LLC	
(Print Name)	
(Signature)	(Date)
(Print Name)	

City of Charleston
Annexation Map

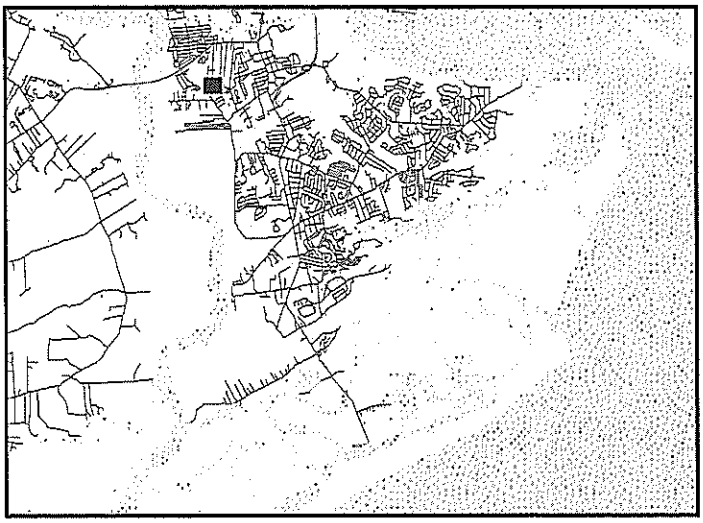
Parcel Address:
472 Woodland Shores Rd

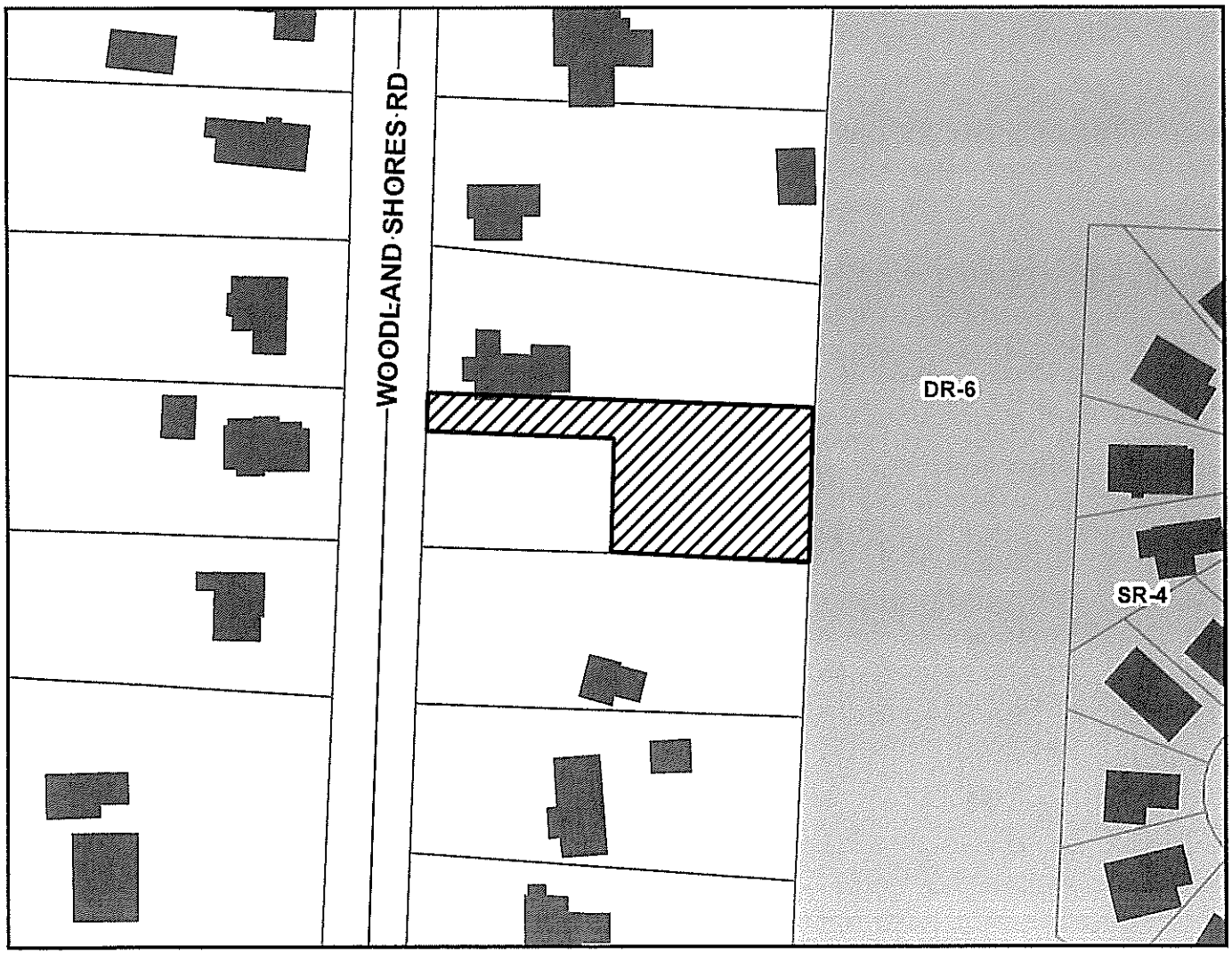
TMS #:
3431600040

Acreage: 0.30

City Council District: 11

James Island





Subject Property

Corporate Limits
City of Charleston

Water

N

d(iv)

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 336 FOLLY ROAD (0.42 ACRE) (TMS# 424-05-00-029), 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 GEORGE SMYTHE AND DAVID SMYTHE.

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, 336 Folly Road, (0.42 acre) is identified by the Charleston County Assessors Office as TMS# 424-05-00-029, (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: 336 Folly Road

Owner Names: 336 Folly Road LLC

Parcel ID: 4240500029

Mailing Address: 54 Broad St
Charleston, SC 29401

City Area: James Island
Subdivision:
Council District: 11
Within UGB: Yes

Presented to Council: 9/27/2016
Status: Received Signed Petition
Year Built: 1971
Number of Units: 1
Number of Persons: 0
Race: Commercial
Acreage: 0.42
Current Land Use: Commercial
Current Zoning: OD-FRC
Requested Zoning: GB
Recommended Zoning: GB
Appraised Value: $275,400.00
Assessed Value: $16,520.00
Stormwater Fees: To Be Calculated

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	Additional State-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	Good Condition
Pavement Markings	Good Condition
Charleston Water Systems	CWS provides water. James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

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

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

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located on James Island (approximately 0.42 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 424-05-00-029 (336 Folly Road).

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 8th day of
September, 2016

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
George B Smythe	9/13/2016
(Signature)	(Date)
GEORGE B SMYTHE	
(Print Name)	
David McLeod Smythe	9/13/16
(Signature)	(Date)
DAVID Smythe	
(Print Name)	

City of Charleston
Annexation Map

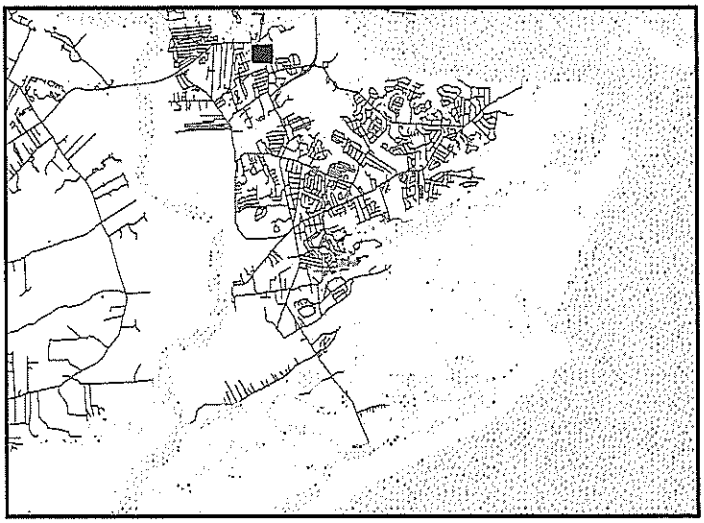
Parcel Address:
336 Folly Road

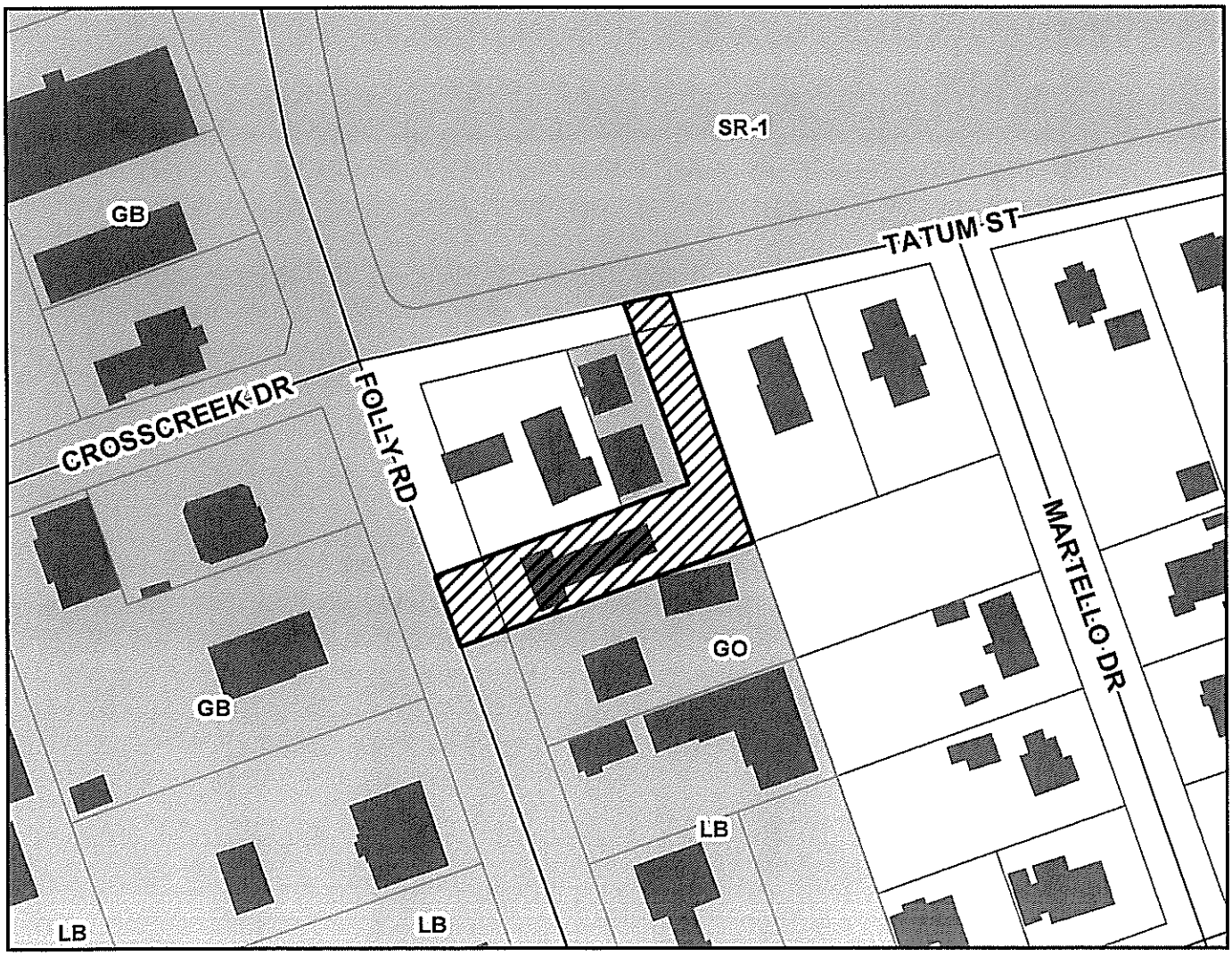
TMS #:
4240500029

Acreage: 0.42

City Council District: 11

James Island





Subject Property

Corporate Limits
City of Charleston

Water

N