



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:30 p.m., October 25, 2016, at City Hall, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Councilmember Moody

Approval of Minutes: September 26, 2016

- a. Request authorization for the Mayor to execute the attached Supplemental Lease Agreement between the City of Charleston and the U.S. Coast Guard which is an annual renewal of an existing 10-year lease agreement. The U.S. Coast Guard desires to continue to use a platform area approximately 5'x 5' mounted on top of an 18" diameter steel pile adjacent to the Maritime Center Pier for use as a navigational range light. U.S. Coast Guard also desires to use an optic mounted on a 15' tower bolted to the rear top deck of the Charleston Municipal Aquarium Garage for use as a navigational range light. (TMS: 459-00-00-169; Charleston Maritime Center Pier and Charleston Municipal Aquarium Garage)
- b. Request approval for the Mayor to execute the attached Parking Lease whereby the City leases 322 parking access cards for non-reserved parking to the Medical University of South Carolina (MUSC) in the 99 WestEdge parking garage. [Ordinance]
- c. Consider the following annexations:
 - i.) Magnolia Road and Sycamore Avenue (TMS#418-10-00-005) 0.125 acre, West Ashley (District 9). The property is owned by William G. Niemeyer.

d.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: 10/25/16

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Charleston Maritime Center Pier and Charleston Municipal Aquarium Garage

TMS: 4590000169

Action Request: Request authorization for the Mayor to execute the attached Supplemental Lease Agreement between the City of Charleston and the U.S. Coast Guard which is an annual renewal of an existing 10-year lease agreement. The U.S. Coast Guard desires to continue to use a platform area approximately 5'X5' mounted on top of an 18" diameter steel pile adjacent to the Maritime Center Pier for use as a navigational range light. U.S. Coast Guard also desires to use an optic mounted on a 15' tower bolted to the rear top deck of the Charleston Municipal Aquarium Garage for use as a navigational range light.

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>Amy Wharton</i>	<input type="checkbox"/>
Director Real Estate Management	<i>Colleen Carducci</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. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: 10/25/16

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Charleston Maritime Center Pier and Charleston Municipal Aquarium Garage

TMS: 4590000169

Request authorization for the Mayor to execute the attached Supplemental Lease Agreement between the City of Charleston and the U.S. Coast Guard which is an annual renewal of an existing 10-year lease agreement. The U.S. Coast Guard desires to continue to use a platform area approximately 5'X5' mounted on top of an 18" diameter steel pile adjacent to the Maritime Center Pier for use as a navigational range light. U.S. Coast Guard also desires to use an optic mounted on a 15' tower bolted to the rear top deck of the Charleston Municipal Aquarium Garage for use as a navigational range light.

ACTION REQUEST:

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

ACQUISITION Seller (Property Owner) _____ Purchaser _____

DONATION/TRANSFER
Donated By: _____

FORECLOSURE
Terms: _____

PURCHASE
Terms: _____

CONDEMNATION
Terms: _____

OTHER
Terms: _____

SALE Seller (Property Owner) _____ Purchaser _____

NON-PROFIT ORG, please name _____
Terms: _____

OTHER
Terms: _____

COMMERCIAL REAL ESTATE FORM

EASEMENT | Grantor (Property Owner) _____ Grantee _____

PERMANENT
Terms: _____

TEMPORARY
Terms: _____

LEASE LESSOR: City of Charleston LESSEE: United States Coast Guard

INITIAL
Terms: _____

RENEWAL
The City of Charleston entered into a 10-year lease agreement with the US Coast Guard beginning October 1, 2013, which is subject to annual renewal based on available federal funding. The attached supplemental lease agreement renews said lease from October 1, 2016 through September 30, 2017. The annual rental fee shall be \$500.00 which covers the cost of electricity.

Terms: _____

AMENDMENT
Terms: _____

Improvement of Property
Owner: _____
Terms: _____

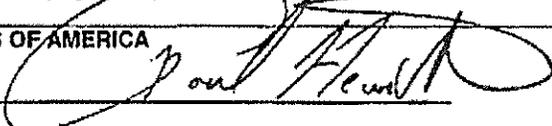
BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?
Yes No N/A

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).

SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT	DATE
	NO. 3 TO LEASE NO. HSCG82-14-1-0004 Site Name: Shutes-Folley Range Charleston SC, Navigation Lts	September 14., 2016
PREMISES – Shutes-Folley Channel Charleston Harbor City of Charleston, South Carolina		
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p>City of Charleston, South Carolina</p> <p>Whose address is</p> <p>80 Broad Street Charleston, South Carolina 29401</p> <p>Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2016 as follows:</p> <p>Subject to the Availability of Funds for FY 17. The Government does hereby renew said lease and all conditions thereof, for the period 01 October 2016 through 30 September 2017.</p> <p>The Government shall pay a one-time annual payment of \$500.00, payable in arrears.</p> <p>Accounting and Appropriation Data: 2/7/701/107/30/0/59/71835/233T</p> <p>All other terms and conditions of the lease and supplemental lease agreements shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR		
BY _____ (Signature)	_____	(Title)
IN PRESENCE OF		
_____	_____	(Title)
UNITED STATES OF AMERICA		
BY _____ (Signature)		<u>Paul Hewitt, Realty Specialist.</u> (Title)

b.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: October 25, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 99 WestEdge

TMS: _____

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the attached Parking Lease whereby the City leases 322 parking access cards for non-reserved parking to the Medical University of South Carolina (MUSC) in the 99 WestEdge parking garage

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>Frances J Cantwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Jmy Wharton</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 _____

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: October 25, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 99 WestEdge

TMS: _____

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the attached Parking Lease whereby the City leases 322 parking access cards for non-reserved parking to the Medical University of South Carolina (MUSC) in the 99 WestEdge parking garage

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
City leases to MUSC 322 parking access cards for non-reserved parking spaces, with an option to add up to an additional 100 access cards, at the City's sole discretion. The term of the lease will be for 5 years, with three additional five year options. Tenant shall pay a parking rental rate of \$125.00 per parking access car rented per month. The amount shall be \$483,000.00 for 322 parking access cards payable in equal monthly installments of \$40,250.00.

RENEWAL

COMMERCIAL REAL ESTATE FORM

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).



Ratification
Number _____

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A GOVERNMENT PARKING LEASE AGREEMENT WITH THE MEDICAL UNIVERSITY OF SOUTH CAROLINA PERTAINING TO THE CITY PARKING GARAGE LOCATED AT 99 WESTEDGE STREET.

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

Section 1. The Mayor is hereby authorized to execute on behalf of the City a Government Parking Lease Agreement with the Medical University of South Carolina pertaining to the City parking garage located at 99 WestEdge Street, a copy of said Agreement being attached to this ordinance and incorporated herein by reference.

Section 2. This Ordinance shall become effective upon ratification.

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

John J. Tecklenburg, Mayor

ATTEST:

Vanessa Turner Maybank,
Clerk of Council

GOVERNMENTAL REAL ESTATE LEASE - PARKING

THIS LEASE AGREEMENT ("Lease") is made as of the Effective Date (which is the date on which the South Department of Administration, Real Property Services, executes this Lease as set forth on the signature page) 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, 322 parking access cards for non-reserved parking spaces (the "Parking Access Cards"), with an option to add up to an additional 100 access cards should the Landlord, in its sole discretion, offer additional access cards to MUSC (the "Additional Access Cards") during the five (5) year term of the lease located at: 99 WestEdge, Charleston, South Carolina 29403, Charleston County, South Carolina (the "Parking Garage"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 2 - TERMS

2.1. The term of this Lease shall be five (5) years (the "Initial Term") beginning on the date of substantial completion of the construction to the entire Parking Garage and related construction (and not any portion thereof) as determined by a certificate of occupancy to be obtained by Landlord and acknowledgement of satisfactory completion of the construction by the Tenant in writing to Landlord and the Department of Administration (the "Commencement Date") and, unless terminated or extended, shall extend until the last day of the fifth (5th) year after the Commencement Date (the "Termination Date"). Provided there is no continuing event of default hereunder by Tenant and subject to the approval of the South Carolina Department of Administration, Real Property Services or other State Entity with Approval Rights, and any other required State and/or Federal approvals, Tenant shall have the right to extend the term of this lease for three (3) terms of five (5) years each, at the option of Tenant (the "Extension Term") upon the same terms and conditions contained herein, except that the amount of Basic Rent, by giving written notice to Landlord of Tenant's intent to extend the then existing term at least 60 days prior to the expiration of the then existing term. The Landlord shall have the right to terminate this lease any time during the extension periods by providing one (1) year written notice to the Tenant.

ARTICLE 3 - BASIC RENT

3.1 Tenant shall pay rent (the "Basic Rent") to Landlord during the Term a parking rental rate of \$125.00 per Parking Access Card rented per month. The annual aggregate amount shall be \$483,000.00 for 322 Parking Access Cards, payable in equal monthly installments of \$40,250.00 in advance on or before the tenth (10th) day of each consecutive calendar month of the Term.

3.2. Basic Rent shall increase annually by 3%.

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 Garage for parking only.

4.2. Tenant shall have the right to use the Parking Access Cards for parking Monday through Friday between the hours of 5:00 AM and 1:00 AM of the following day, provided that no more than 150 vehicles shall be permitted to park in the lot between the hours of 5:00 PM and 1:00 AM of the following day.

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 Demised Premises makes it impossible for Tenant to operate in the Demised Premises 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 sublet the Parking Access Cards to any State agency, institution, department, bureau, political subdivision or State-operated entity, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease and is by Landlord's prior written approval, which will not be unreasonably withheld.

ARTICLE 6 - SERVICES

6.1. Landlord is responsible for all maintenance and operations costs and for all maintenance of and repairs to the Parking Garage.

ARTICLE 7 - LANDLORD'S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Land in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Parking Garage 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 Access Cards;

(b) The use of the Parking Garage and Parking Access Cards 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 Land, the Parking Garage, 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 Garage in good order and repair and make all reasonable improvement to maintain the Parking Garage, normal wear and tear accepted, with the exception of damage to the Parking Garage which is caused by Tenant or any of its Parking Access Card users.

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

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

ARTICLE 9 - CONDEMNATION AND CASUALTY

9.1. If there be any damage to or destruction of the Parking Garage 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 10 - TENANT CANCELLATION PRIVILEGE/ TERMINATION

10.1. 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 thirty (30) 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 Garage is, in the sole opinion of the Department of Administration, Real Property 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.

10.2. The Tenant shall have the right to terminate this lease any time during the extension periods by providing one (1) year written notice to the Landlord.

ARTICLE 11 - SURRENDER

11.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Parking Access Cards and all rights to the Parking Garage to Landlord in good order and condition, except for ordinary wear and tear. Tenant shall remove from the Parking Garage on or prior to such expiration or earlier termination all of its property situated therein.

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

ARTICLE 12 - NOTICES

12.1. 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 Tecklenburg
Mayor of Charleston
P.O. Box 304
Charleston, South Carolina 29402

To City of Charleston: City of Charleston
Real Estate Management
2 George Street, Suite 2601
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 13 - AMENDMENTS

13.1. 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 14 - HOLDOVER

14.1. In the event Tenant shall remain in the Demised Premises 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 in effect for the Term until either Landlord or Tenant, by thirty (30) days written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 15 - MISCELLANEOUS

15.1. 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.

15.2. 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.

15.3. 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.

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

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

15.6. 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.

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

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

ARTICLE 16 – WAIVER OF CONTRACTUAL RIGHTS

16.1 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

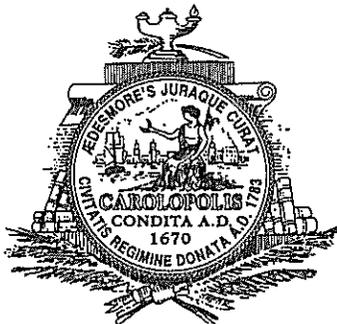
By
Its:

Date

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of _____, 2016. This Lease was approved by the Joint Bond Review Committee at its _____, 2016 meeting and by the State Fiscal Accountability Authority at its _____, 2016 meeting.

Ashlie Lancaster, Real Property Services
Director

c(i).



Ratification Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY LOCATED ON MAGNOLIA ROAD AND SYCAMORE AVENUE (0.125 ACRE) (TMS# 418-10-00-005), 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 9. THE PROPERTY IS OWNED BY WILLIAM G. NIEMEYER.

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 9 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, located on Magnolia Road and Sycamore Avenue, (0.125 acre) is identified by the Charleston County Assessors Office as TMS# 418-10-00-005, (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: Magnolia Road and Sycamore Avenue

Presented to Council: 10/11/2016

Status: Received Signed Petition

Owner Names: William G. Niemeyer

Year Built: NA

Parcel ID: 4181000005

Number of Units: 0

Number of Persons: 0

Race: Vacant

Acreage: 0.125

Mailing Address: 647 Magnolia Rd

Current Land Use: Vacant Residential

Address: Charleston, SC 29407

Current Zoning: R-4

Requested Zoning: SR-2

City Area: West Ashley

Recommended Zoning: SR-2

Subdivision:

Appraised Value: \$38,000.00

Council District: 9

Assessed Value: \$2,280.00

Within UGB: Yes

Stormwater Fees: 0.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 10
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
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 water and sewer available.
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 in West Ashley (approximately 1/8 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 4181000005
(Address: Corner of Magnolia Rd and Sycamore Ave).

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 18 day of
September, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

W. Niemeyer
(Signature)

18 September 2016
(Date)

William G. Niemeyer
(Print Name)

(Signature)

(Date)

(Print Name)

City of Charleston Annexation Map

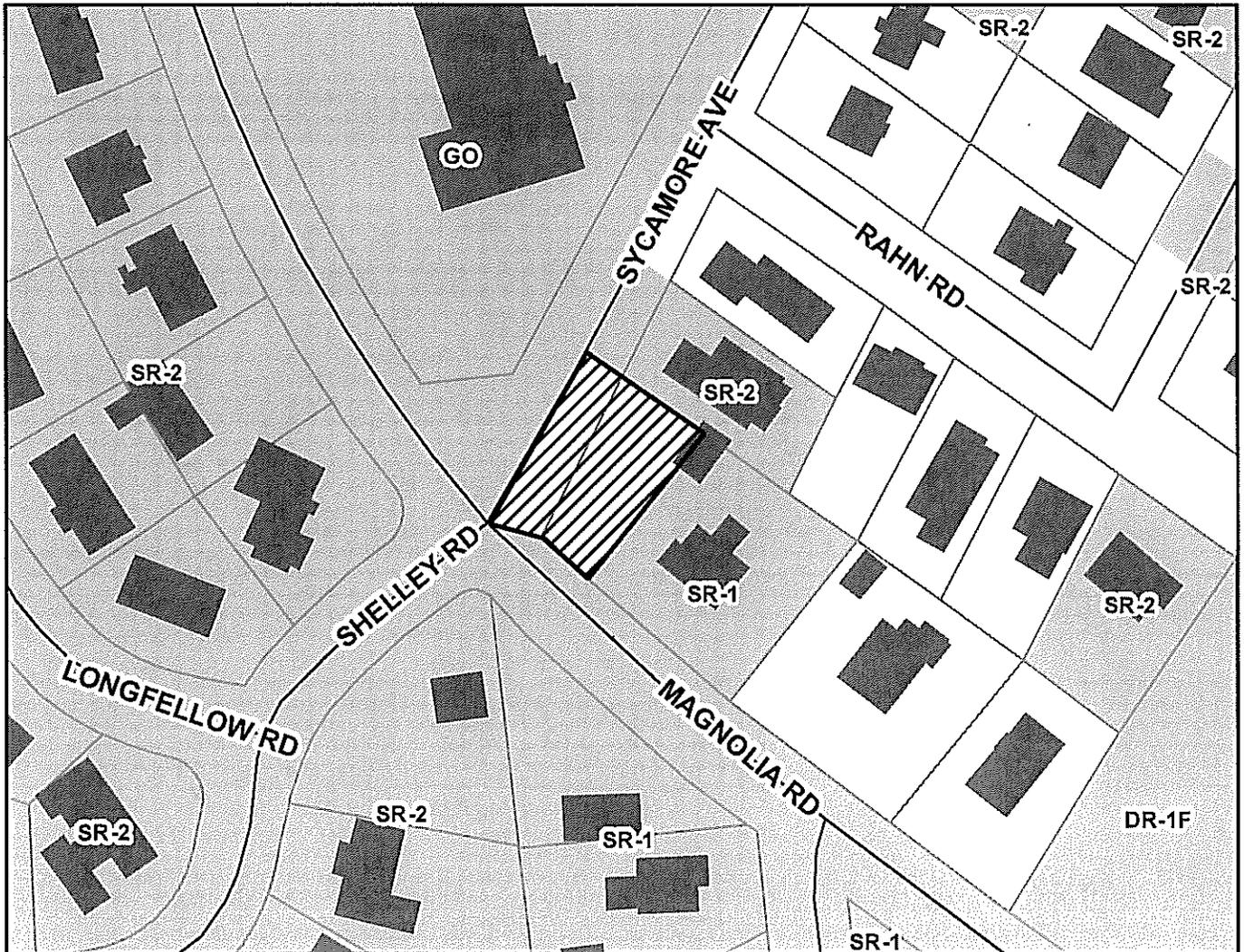
Parcel Address:
Magnolia Road and Sycamore Avenue

TMS#: 4181000005

Acreage: 0.125

Council District: 9

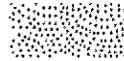
West Ashley



Subject Property



Corporate Limits
City of Charleston



Water

