



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA

There will be a meeting of the Public Works and Utilities Committee on Tuesday, October 25, 2016 to begin at 3:00 p.m. at 1st Floor Conference Room, 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

September 13, 2016 – *DEFERRED*

September 27, 2016 – *DEFERRED*

C. Request to Set a Public Hearing

None

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

1. **Fenwick Hills Phase 1** - Acceptance and dedication of a portion of Misk Street (50-foot right-of-way), a portion of Arrow Arum Drive (50-foot right-of-way), a portion of Fishbone Drive from Sta. 1+80 to 15+12 (50-foot right-of-way), and a portion of Fishbone Drive from Sta. 15+12 to 24+63 (30-foot right-of-way). All infrastructure is complete.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat (2)
 - d. Exclusive Storm Water Drainage Easements
 - e. Exclusive Access Easements

2. **Crowne Maybank** - Acceptance and dedication of Devlin Road (40-foot right-of-way), Reva Ridge Drive (60-foot right-of-way), Crowne Commons Way (60-foot right-of-way), Harold Arnold Way (60-foot right-of-way), and Mitnick Lane (50-foot right-of-way) . Sidewalk and final asphalt lift are bonded.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat (2)
 - d. Exclusive Storm Water Drainage Easements

E. Requests for Permanent Encroachments

None

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

1. **1612 Oak Leaf Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 9/30, 2016.**
2. **1620 Oak Leaf Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 9/30, 2016.**
3. **1637 Oak Leaf Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 9/30, 2016.**
4. **2536 Josiah Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 9/30, 2016.**
5. **2547 Josiah Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 9/30, 2016.**
6. **1444 Willtown Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 9/30, 2016.**
7. **2520 Josiah Street** – installing irrigation and wood fence encroaching into right-of-way. This encroachment is temporary. **Approved 9/30, 2016.**
8. **739 Goodlet Circle** – installing wood fence encroaching into drainage easement. This encroachment is temporary. **Approved 9/30, 2016.**
9. **641 Lake Frances Drive** – installing wood fence encroaching into drainage easement. This encroachment is temporary. **Approved 9/30, 2016.**
10. **24 N. Market** – installing 4 awnings on East Bay St and 12 awnings on N. Market St encroaching into right-of-way. This encroachment is temporary. **Approved 9/30, 2016.**
11. **307 King Street** – installing 20' x 3' awning encroaching into right-of-way. This encroachment is temporary. **Approved 9/30, 2016.**

G. Miscellaneous or Other New Business

1. Update on Stormwater Policy for grandfathered commercial developments. Report to be presented at September Public Works & Utilities Committee meeting – *DEFERRED*.
2. Committee review of temporary encroachment at **1522 Savannah Highway** – installing 20' x 36' bridge spanning drainage canal, light poles, bollard fencing, and concrete storm pipe encroaching into drainage easement.

Councilmember Perry K. Waring
Chairperson

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

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

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston State of South Carolina, identified as (list street names)

ARROW ARUM DRIVE, MISK STREET, and FISHBONE DRIVE

as shown and designated on a plat entitled Final Plat Showing the Abandonment of the Property Line Between Residual Tract C-2B TMS No. 279-08-00-202(0.598AC) and Tract C-2A-3 TMS No. 279-00-00-672(16.138AC) and showing the subsequent Subdivision to create FENWICK HILLS PHASE 3 containing 49 Lots(12.090AC) HOA Areas(2.042AC)Right-of-Ways(2.604AC) **

prepared by HLA, Inc., dated August 1, 2016, revised _____, and recorded on _____ in Plat Book _____ at Page _____ in the RMC Office for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Fenwick Hills Corporation dated July 31, 2015 and recorded August 4, 2015 in Book 0495 at Page 414 in the RMC Office for Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

279-00-00-672

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 19th day of September 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

MUNGO HOMES COASTAL DIVISION, LLC
Grantor

[Signature]
Witness Number One

[Signature]

Cantrell Belcher
Printed Name

Walt D. Martin, III its VP Land Development
Printed Name

[Signature]
Witness Number Two

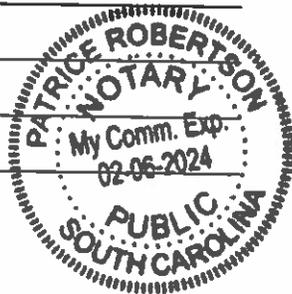
Matthew J. Halter
Printed Name

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Walt D. Martin, III, the Vice President Land Development of Mungo Homes Coastal Division, LLC, a Limited Liability Company, on behalf of the Grantor on the 19th day of September, 2016.

Signature of Notary: [Signature]
Print Name of Notary: Patrice Robertson
Notary Public for South Carolina
My Commission Expires: February 6, 2024



SEAL OF NOTARY

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Mungo Homes Coastal Division, LLC
to City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as _____ Grantor _____.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



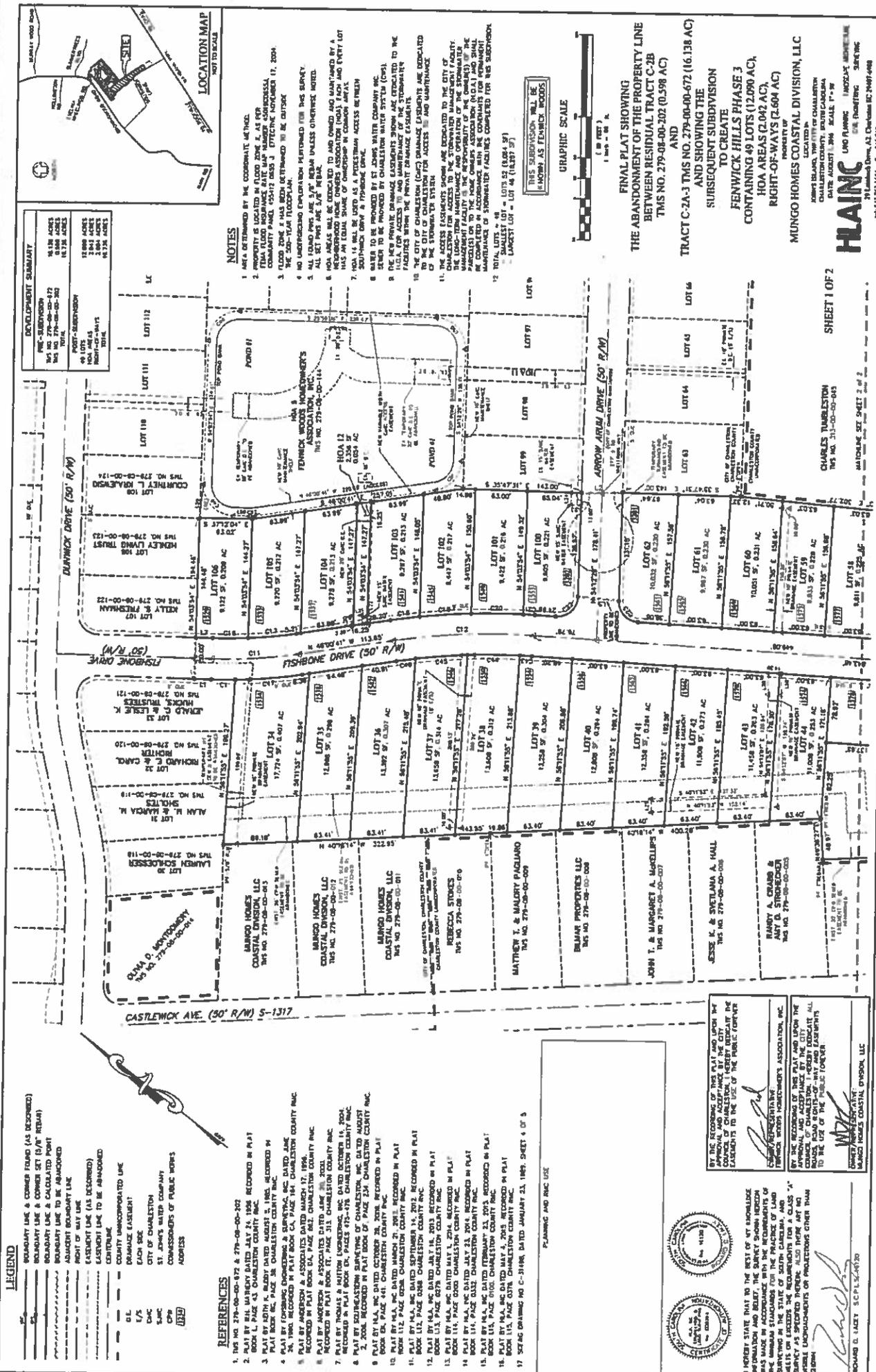
Responsible Person Connected with the Transaction

Walt D. Martin, III VP Land Development
Print or Type Name Here

Sworn this 19th day of September 2016
Patricia Robertson
Notary Public for SOUTH CAROLINA
My Commission Expires: February 6, 2024



"EXHIBIT A"



DEVELOPMENT SUMMARY

PRE-DEVELOPMENT	16.12M ACRES
LOT 101-112	16.12M ACRES
LOT 103-112	16.12M ACRES
LOT 104-112	16.12M ACRES
LOT 105-112	16.12M ACRES
LOT 106-112	16.12M ACRES
LOT 107-112	16.12M ACRES
LOT 108-112	16.12M ACRES
LOT 109-112	16.12M ACRES
LOT 110-112	16.12M ACRES
LOT 111-112	16.12M ACRES
LOT 112-112	16.12M ACRES
TOTAL	16.12M ACRES

NOTES

1. AREA DETERMINED BY THE COORDINATE METHOD.
2. PROPERTY IS LOCATED IN FLOOD ZONE 2, AS PER FEDERAL FLOOD INSURANCE RATE MAP (FIRM) NUMBER 17-00000A, DATED AUGUST 11, 2004.
3. FLOOD ZONE 2 HAS BEEN DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
4. NO UNDERGROUND UTILITIES MENTIONED IN THIS SURVEY.
5. ALL TOWN PITS ARE 5/8" DEEP, UNLESS OTHERWISE NOTED.
6. ALL SET BACKS ARE 5' UNLESS OTHERWISE NOTED.
7. NO. 11 WILL BE LOTS AS A PRIORITY ACCESS BETWEEN DUNWICK DRIVE & FISHBONE DRIVE.
8. ACCESS TO THE PROPERTY SHALL BE PROVIDED BY CHARLES TRUST COMPANY INC. TO THE PRIVATE DRIVE EASTWARDS FROM THE CITY OF CHARLESTON TO THE PUBLIC ROAD ACCESS TO THE PROPERTY.
9. THE CITY OF CHARLESTON HAS REVIEWED THIS SURVEY AND HAS APPROVED THE SURVEY FOR RECORDATION.
10. THE CITY OF CHARLESTON HAS REVIEWED THIS SURVEY AND HAS APPROVED THE SURVEY FOR RECORDATION.
11. THE ACCESS ELEMENTS SHOWN ARE DEPENDENT ON THE CITY OF CHARLESTON'S REVIEW AND APPROVAL OF THE SURVEY.
12. THE CITY OF CHARLESTON HAS REVIEWED THIS SURVEY AND HAS APPROVED THE SURVEY FOR RECORDATION.

GRAPHIC SCALE
1 inch = 100 feet

FINAL PLAT SHOWING THE ABANDONMENT OF THE PROPERTY LINE BETWEEN RESIDUAL TRACT C-2B TMS NO. 279-08-00-202 (0.598 AC) AND TRACT C-2A-3 TMS NO. 279-08-00-672 (16.138 AC) AND SHOWING THE SURSEQUENT SUBDIVISION TO CREATE FENWICK HILLS PHASE 3 HOA AREAS (2.042 AC), RIGHT-OF-WAYS (2.604 AC)

MUNGO HOMES COASTAL DIVISION, LLC
 LOCATED IN CHARLESTON, SOUTH CAROLINA
 DATE: AUGUST 11, 2014
 SCALE: 1" = 100'
HLA INC.
 1000 W. BROADWAY, SUITE 100
 CHARLESTON, SOUTH CAROLINA 29401
 TEL: 843.799.1116 FAX: 843.799.1117

LEGEND

- BOUNDARY LINE & CORNER FOUND (AS DESCRIBED)
- BOUNDARY LINE & CORNER SET (1/4" REBAR)
- BOUNDARY LINE & CALCULATED POINT
- BOUNDARY LINE TO BE ABANDONED
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY LINE
- EXISTENT LINE (AS DESCRIBED)
- CONTOUR
- DRAINAGE UNINCORPORATED LINE
- DRAINAGE INCORPORATED LINE
- EACH SIZE
- D/C
- E/C
- S/C
- C/P
- COMMISSIONERS OF PUBLIC WORKS
- ADDRESS

REFERENCES

1. TMS NO. 279-08-00-972 & 279-08-00-302
2. PLAT BY HALL WATNEY DATED JULY 24, 1996, RECORDED IN PLAT BOOK L, PAGE 43, CHARLESTON COUNTY REC.
3. PLAT BY JOHN K. BERRY DATED AUGUST 2, 1986, RECORDED IN PLAT BOOK L, PAGE 38, CHARLESTON COUNTY REC.
4. PLAT BY GEORGE S. CHAMBERLAIN DATED AUGUST 2, 1986, RECORDED IN PLAT BOOK CA, PAGE 84, CHARLESTON COUNTY REC.
5. PLAT BY ANDERSON & ASSOCIATES DATED MARCH 17, 1994, RECORDED IN PLAT BOOK DA, PAGE 642, CHARLESTON COUNTY REC.
6. PLAT BY ANDERSON & ASSOCIATES DATED JUNE 28, 2001, RECORDED IN PLAT BOOK DA, PAGE 642, CHARLESTON COUNTY REC.
7. PLAT BY THOMAS A. MURPHY DATED JULY 31, 2004, RECORDED IN PLAT BOOK DA, PAGE 642, CHARLESTON COUNTY REC.
8. PLAT BY EDUCATIONER SURVEYING OF CHARLESTON, INC. DATED AUGUST 2, 2006, RECORDED IN PLAT BOOK D, PAGE 234, CHARLESTON COUNTY REC.
9. PLAT BY H.A. INC. DATED OCTOBER 28, 2008, RECORDED IN PLAT BOOK DA, PAGE 642, CHARLESTON COUNTY REC.
10. PLAT BY H.A. INC. DATED OCTOBER 28, 2008, RECORDED IN PLAT BOOK DA, PAGE 642, CHARLESTON COUNTY REC.
11. PLAT BY H.A. INC. DATED SEPTEMBER 14, 2012, RECORDED IN PLAT BOOK DA, PAGE 642, CHARLESTON COUNTY REC.
12. PLAT BY H.A. INC. DATED JULY 18, 2013, RECORDED IN PLAT BOOK DA, PAGE 642, CHARLESTON COUNTY REC.
13. PLAT BY H.A. INC. DATED MAY 14, 2014, RECORDED IN PLAT BOOK DA, PAGE 642, CHARLESTON COUNTY REC.
14. PLAT BY H.A. INC. DATED JULY 23, 2014, RECORDED IN PLAT BOOK DA, PAGE 642, CHARLESTON COUNTY REC.
15. PLAT BY H.A. INC. DATED JULY 23, 2014, RECORDED IN PLAT BOOK DA, PAGE 642, CHARLESTON COUNTY REC.
16. PLAT BY H.A. INC. DATED MAY 14, 2014, RECORDED IN PLAT BOOK DA, PAGE 642, CHARLESTON COUNTY REC.
17. SEE AS DRAWING NO. C-31868, DATED JANUARY 23, 1989, SHEET 4 OF 5

BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY THE CITY OF CHARLESTON, SOUTH CAROLINA, THE FOLLOWING IS THE USE OF THE PUBLIC PORTION:

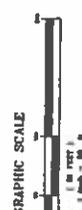
[Signature]
 CHARLES TRUST COMPANY INC.
 1000 W. BROADWAY, SUITE 100
 CHARLESTON, SOUTH CAROLINA 29401
 TEL: 843.799.1116 FAX: 843.799.1117

I HEREBY STATE THAT IN THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY AND RECORDATION OF THIS PLAT WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING STATUTES OF THE STATE OF SOUTH CAROLINA, AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF SOUTH CAROLINA. I CERTIFY THAT ALL NECESSARY MEASUREMENTS AND CALCULATIONS HAVE BEEN MADE AND THAT THE SURVEY IS ACCURATE AND COMPLETE. I ALSO CERTIFY THAT I AM NOT PROVIDING ANY INFORMATION OR PROJECTIONS OTHER THAN THAT WHICH IS SHOWN ON THIS PLAT.

[Signature]
 MURDOGH D. LANEY, S.C.P.S. #10720



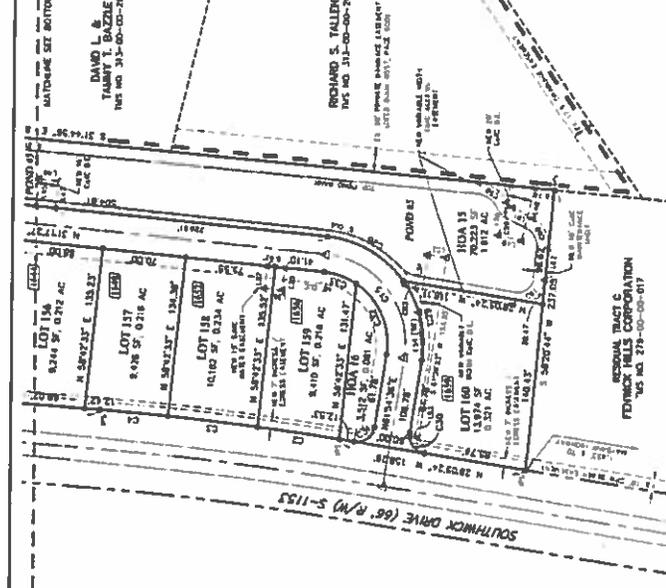
LOT	AREA	OWNER	REMARKS
LOT 1	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 2	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 3	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 4	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 5	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 6	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 7	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 8	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 9	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 10	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 11	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 12	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 13	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 14	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 15	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 16	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 17	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 18	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 19	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
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LOT 22	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 23	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 24	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 25	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 26	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
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LOT 29	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 30	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 31	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 32	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 33	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
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LOT 50	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
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LOT 54	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 55	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 56	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 57	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
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LOT 59	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 60	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 61	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 62	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
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LOT 77	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 78	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 79	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 80	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 81	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 82	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 83	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 84	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 85	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 86	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 87	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 88	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 89	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 90	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 91	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 92	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 93	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 94	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 95	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 96	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 97	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 98	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 99	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282
LOT 100	0.12 AC	DAVID L. & TANYA M. BAZZIE	RES. NO. 213-00-00-282



FINAL PLAT SHOWING THE ABANDONMENT OF THE PROPERTY LINE BETWEEN RESIDUAL TRACT C-2B TMS NO. 279-00-00-202 (0.598 AC) AND TRACT C-2A-3 TMS NO. 279-00-00-672 (16.138 AC) AND SHOWING THE SUBSEQUENT SUBDIVISION TO CREATE FENWICK HILLS PHASE 3 CONTAINING 49 LOTS (12.090 AC), HOA AREAS (2.042 AC), RIGHT-OF-WAYS (2.606 AC) MUNDO HOMES COASTAL DIVISION, LLC

MUNDO HOMES COASTAL DIVISION, LLC
 27 LEWIS DRIVE, A.S. CHARLESTON SC 29405
 (803) 782-1111 FAX: (803) 782-1112

HLA INC
 LAND PLANNING ARCHITECTURE ENGINEERING SURVEYING
 27 LEWIS DRIVE, A.S. CHARLESTON SC 29405
 (803) 782-1111 FAX: (803) 782-1112

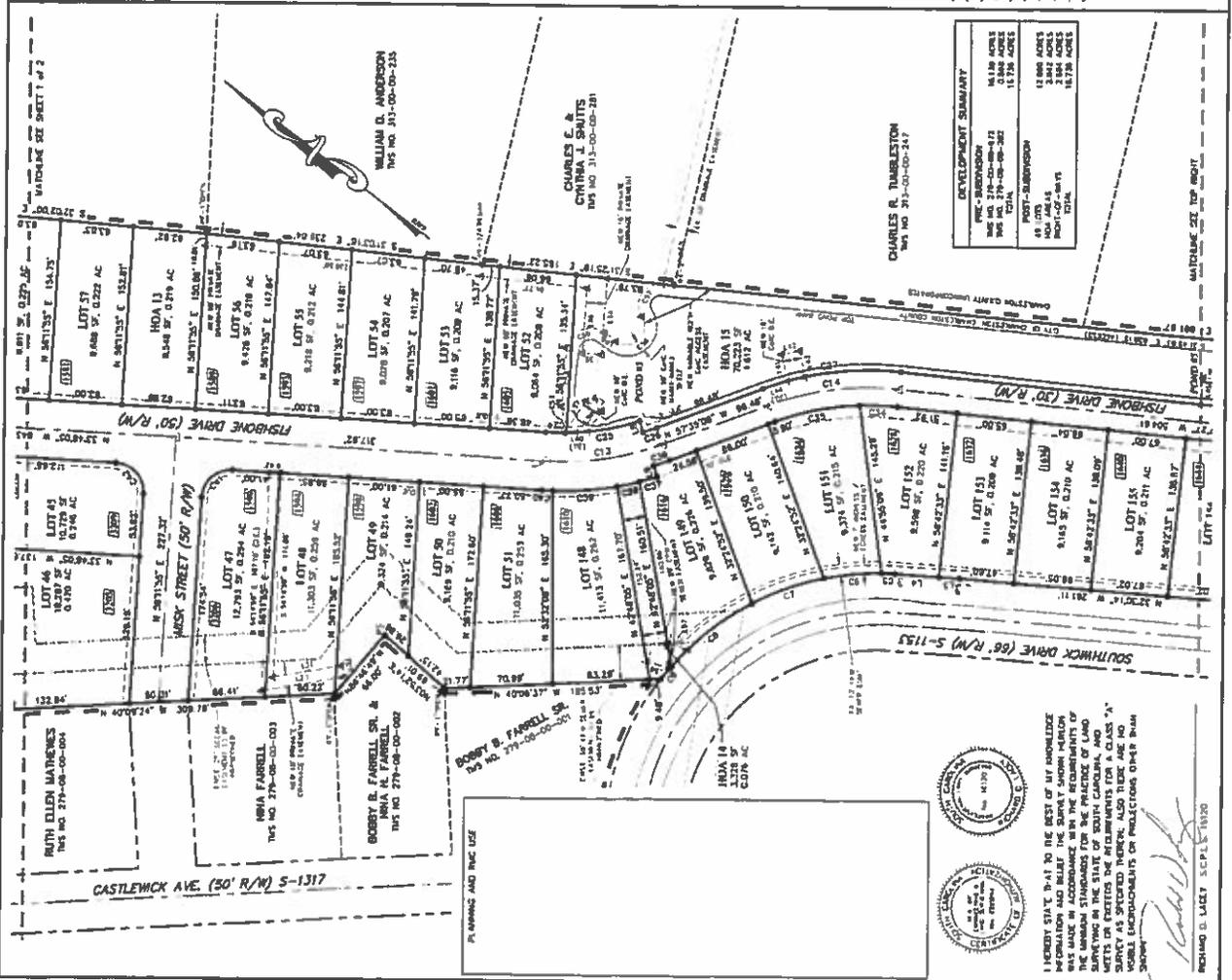


LINE	LENGTH	BEARING	AREA
1	100.00	N 0° 0' 0" E	100.00
2	100.00	N 90° 0' 0" E	100.00
3	100.00	S 0° 0' 0" E	100.00
4	100.00	S 90° 0' 0" E	100.00
5	100.00	N 0° 0' 0" E	100.00
6	100.00	N 90° 0' 0" E	100.00
7	100.00	S 0° 0' 0" E	100.00
8	100.00	S 90° 0' 0" E	100.00
9	100.00	N 0° 0' 0" E	100.00
10	100.00	N 90° 0' 0" E	100.00
11	100.00	S 0° 0' 0" E	100.00
12	100.00	S 90° 0' 0" E	100.00
13	100.00	N 0° 0' 0" E	100.00
14	100.00	N 90° 0' 0" E	100.00
15	100.00	S 0° 0' 0" E	100.00
16	100.00	S 90° 0' 0" E	100.00
17	100.00	N 0° 0' 0" E	100.00
18	100.00	N 90° 0' 0" E	100.00
19	100.00	S 0° 0' 0" E	100.00
20	100.00	S 90° 0' 0" E	100.00

LINE	LENGTH	BEARING	AREA
1	100.00	N 0° 0' 0" E	100.00
2	100.00	N 90° 0' 0" E	100.00
3	100.00	S 0° 0' 0" E	100.00
4	100.00	S 90° 0' 0" E	100.00
5	100.00	N 0° 0' 0" E	100.00
6	100.00	N 90° 0' 0" E	100.00
7	100.00	S 0° 0' 0" E	100.00
8	100.00	S 90° 0' 0" E	100.00
9	100.00	N 0° 0' 0" E	100.00
10	100.00	N 90° 0' 0" E	100.00
11	100.00	S 0° 0' 0" E	100.00
12	100.00	S 90° 0' 0" E	100.00
13	100.00	N 0° 0' 0" E	100.00
14	100.00	N 90° 0' 0" E	100.00
15	100.00	S 0° 0' 0" E	100.00
16	100.00	S 90° 0' 0" E	100.00
17	100.00	N 0° 0' 0" E	100.00
18	100.00	N 90° 0' 0" E	100.00
19	100.00	S 0° 0' 0" E	100.00
20	100.00	S 90° 0' 0" E	100.00

LEGEND
 --- BOUNDARY LINE & CORNER (AS DESCRIBED)
 --- BOUNDARY LINE & CALCULATED POINT
 --- ADJACENT BOUNDARY LINE
 --- RIGHT OF WAY LINE
 --- EASEMENT LINE (AS DESCRIBED)
 --- EASEMENT LINE TO BE ABANDONED
 --- CENTERLINE
 --- COUNTY UNDEVELOPED LINE
 --- DRAINAGE EASEMENT
 --- EACH SIDE
 --- CITY OF CHARLESTON
 --- CHARLES RIVER COMPANY
 --- COMMUNICATIONS OF PUBLIC WORKS ADDRESS

DEVELOPMENT SUMMARY
 PRE-SUBDIVISION: 16.138 ACRES
 POST-SUBDIVISION: 12.090 ACRES
 HOA AREAS: 2.042 ACRES
 RIGHT-OF-WAYS: 2.606 ACRES



LEGEND
 --- BOUNDARY LINE & CORNER (AS DESCRIBED)
 --- BOUNDARY LINE & CALCULATED POINT
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DEVELOPMENT SUMMARY
 PRE-SUBDIVISION: 16.138 ACRES
 POST-SUBDIVISION: 12.090 ACRES
 HOA AREAS: 2.042 ACRES
 RIGHT-OF-WAYS: 2.606 ACRES

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ENGINEERING STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF SOUTH CAROLINA. I AM A LICENSED PROFESSIONAL SURVEYOR AND AM NOT PROVIDING THIS SERVICE AS EMPLOYED THEREIN. ALSO THERE ARE NO UNRECORDED ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN.

WILLIAM D. ANDERSON
 CHARLES E. & CYNTHIA J. SMITTS
 CHARLES R. THURLESTON
 RUTH ELLEN MATHEWS
 BOBBY B. FARRELL SR.
 MONA FARRELL

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

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

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, located within the following described property: All those certain pieces, parcels or tracts of land, with the improvements thereon, situate, lying and being in the County of Charleston, State of South Carolina, the same being shown and designated as **Reserved Access Area B (which is a portion of Tract 4)**, as shown on a plat entitled "Subdivision Plat of A 34.55 Ac. TRACT TO CREATE TRACT 1 (5.08 Ac.), TRACT 2 (5.73 Ac.), TRACT 3 (0.78 Ac.), & TRACT 4 (22.96 Ac.), City of Charleston, Charleston County, South Carolina" prepared by Thomas & Hutton, dated January 19, 2015, and recorded in **Plat Book L-15, at Page 207** in the Office of the Register of Deeds for Charleston County, South Carolina (herein, the "Subdivision Plat"). The said Reserved Access Area B have such size, shape, dimensions, limits, and boundaries as will by reference to the Subdivision Plat more fully and at large appear. Said streets, roads, drives and cul-de-sacs being further shown and designated as **Crowne Commons Way, Harold Arnold Way, Reva Ridge Drive, Devlin Road and Mitnick Lane** on a plat entitled "Final Subdivision Plat of TRACT 4 (22.96 Ac.) owned by Crowne Maybank Apartments LP to create TRACT 4 (4.00 Ac.), TRACT 5 (14.90 Ac.) & NEW PUBLIC RIGHTS-OF-WAYS (4.06Ac.) and the Property Line Adjustment between TRACTS 1, 2 & 3 owned by Crowne Maybank Holdings LP AND SCDOT RIGHT-OF-WAY OF MAYBANK HWY. and the subdivision of TRACT 2 (5.56 Ac.) to create SCDOT ACQUISITION AREA #2B (219 Sq. Ft.) TO BECOME PART OF MAYBANK HIGHWAY, City of Charleston, Charleston County, South Carolina" prepared by Thomas & Hutton dated April 28, 2016, last revised August 17, 2016, executed by Phillip P. Gerard on August 17, 2016, and recorded on _____, 2016 in **Plat Book _____, at Page _____**, in the RMC Office for Charleston County, South Carolina (herein, the "Final Plat"). Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said Final Plat. Reference being had to the aforesaid Final Plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed from Crowne Maybank Holdings, Limited Partnership, a Delaware limited partnership, directly and as agent for Crowne Maybank Apartments, Limited Partnership, a Delaware limited partnership dated May 11, 2015 and recorded in the Office of the Register of Deeds for Charleston County, South Carolina on May 13, 2015 in **Book 0475, page 473**, and re-recorded on July 22, 2015 in **Book 0492, page 359**.

A portion of PIN Number 3130000018

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

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND the Grantor does hereby bind itself and its successors, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, successors and assigns, against Grantor and Grantor's successors, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS Grantor's hand and seal by and through its authorized signatory effective as of the _____ day of _____, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CROWNE MAYBANK APARTMENTS, LIMITED
PARTNERSHIP, a Delaware limited partnership

BY: Crowne Maybank Apartments, LLC,
a Delaware limited liability company
(doing business in South Carolina as
Crowne Maybank Apartments of Delaware,
LLC)
Its: Sole General Partner

BY: Alan Z. Engel (SEAL)
Alan Z. Engel
Its: Authorized Manager and signatory

Ann E. Hume
Witness Number 1

Angela Porter
Witness Number 2

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Alan Z. Engel personally came before me this day and acknowledged that he is the Authorized Manager and signatory of and for Crowne Maybank Apartments, LLC, a Delaware limited liability company (doing business in South Carolina as Crowne Maybank Apartments of Delaware, LLC) (the "LLC"), Sole General Partner and authorized signatory of and for CROWNE MAYBANK APARTMENTS, LIMITED PARTNERSHIP, a Delaware limited partnership (the "Partnership"), that he executed the foregoing instrument, and acknowledged to me that the same was the act of the LLC and Partnership and that he executed the same as the act of such LLC and Partnership for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand this the 5th day of May, 2016.

Ingrid Ann Oewer
Notary Public Alabama
My Commission Expires: 02/04/2018

[AFFIX NOTARIAL SEAL OR STAMP]



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Crowne Maybank Apartments, Limited Partnership
to City of Charleston on _____, 2016.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) XX exempt from the deed recording fee because (See Information section of affidavit): (2) See attached (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ___ or No ___

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

CROWNE MAYBANK APARTMENTS, LIMITED
PARTNERSHIP, a Delaware limited partnership

BY: Crowne Maybank Apartments, LLC,
a Delaware limited liability company
(doing business in South Carolina as
Crowne Maybank Apartments of Delaware,
LLC)

Its: Sole General Partner

BY:  (SEAL)

Alan Z. Engel

Its: Authorized Manager and signatory

Sworn this 5th day of May, 20 16



Print Name: Ingrid Ann Downs

Notary Public for Alabama _____

My Commission Expires: 2/4/2018

[AFFIX NOTARIAL SEAL OR STAMP]



VICINITY MAP ADD TO SCOTT

FINAL PLAT OF SUBDIVISION OF TRACT 4 (22.96 AC.)
 OWNED BY CROWNE MAYBANK APARTMENTS LP
 TO CREATE
TRACT 4 (4.00 AC.), TRACT 5 (14.90 AC.) & NEW PUBLIC RIGHTS-OF-WAY (4.06 AC.)
 AND THE PROPERTY LINE ADJUSTMENT BETWEEN TRACTS 1, 2 & 3

OWNED BY CROWNE MAYBANK HOLDINGS LP AND SCOTT RIGHT-OF-WAY OF MAYBANK HWY. AND THE SUBDIVISION OF TRACT 2 (5.56 AC.) TO CREATE SCOTT ACQUISITION AREA #2B (219 SQ. FT.) TO BECOME PART OF MAYBANK HIGHWAY

CITY OF CHARLOTTE
 CHARLOTTE COUNTY SOUTH CAROLINA
 prepared for
CROWNE PARTNERS, INC.

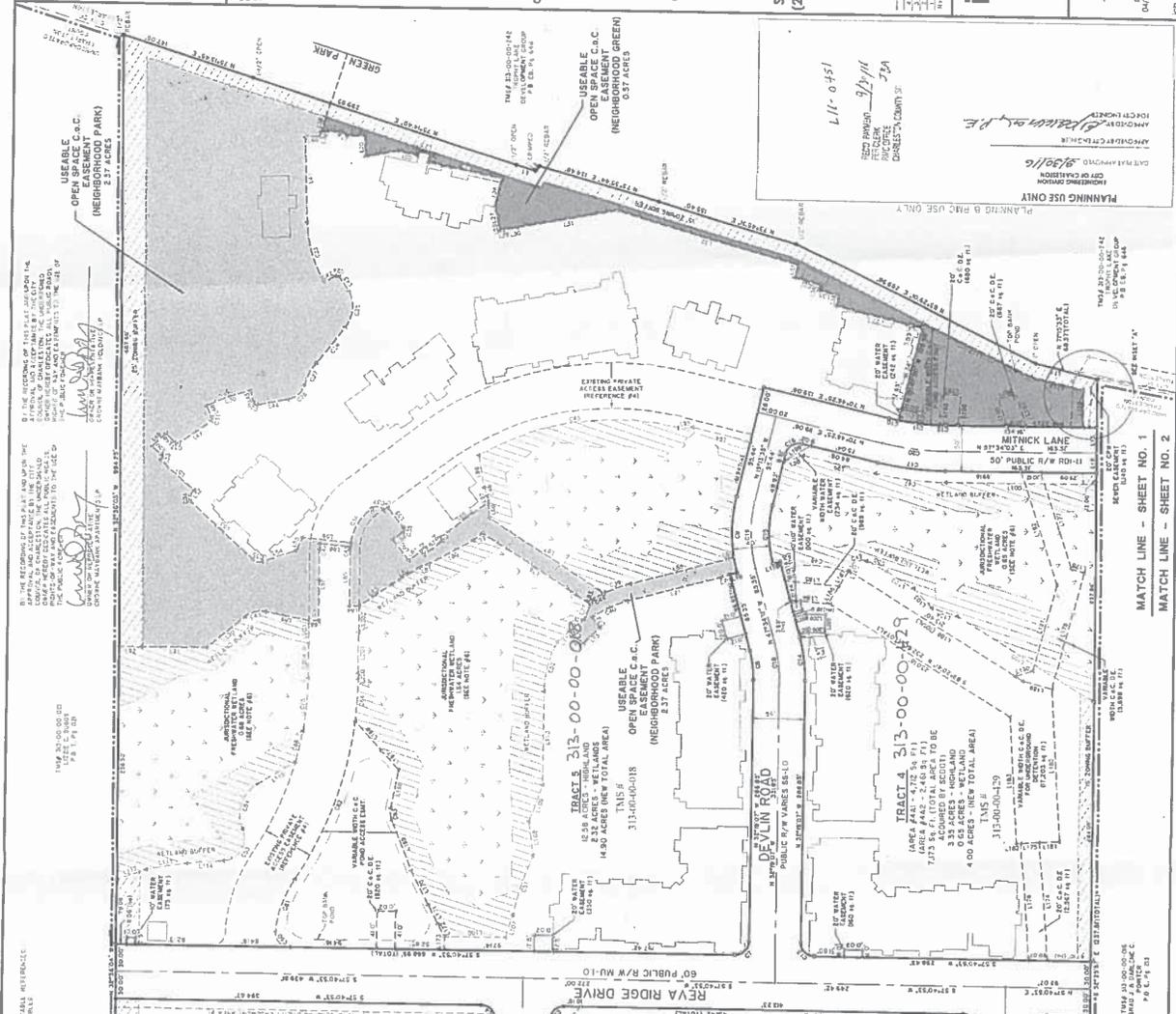
THOMAS & HUTTON
 ENGINEERS, ARCHITECTS & PLANNERS
 482 Johnnie Dodds Blvd., Suite 100
 PO Box 5222
 Charlotte, NC 28202
 P 843.849.0200 F 843.849.0203
 www.thomashutton.com

DATE PLOTTED: 01/20/11
 DATE REVISION: 01/20/11
 DRAWN BY: J. H. HUTTON
 CHECKED BY: J. H. HUTTON
 APPROVED BY: J. H. HUTTON

SCALE: 1" = 40' (AS SHOWN)
 NORTH

PLANNING & P&C USE ONLY

DATE PLOTTED: 01/20/11
 DATE REVISION: 01/20/11
 DRAWN BY: J. H. HUTTON
 CHECKED BY: J. H. HUTTON
 APPROVED BY: J. H. HUTTON



LEGEND

- 1. 20' WIDE R/W (OPEN WITH GAS)
- 2. 20' WIDE R/W (OPEN WITH GAS)
- 3. 20' WIDE R/W (OPEN WITH GAS)
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- 99. 20' WIDE R/W (OPEN WITH GAS)
- 100. 20' WIDE R/W (OPEN WITH GAS)

NOTE

SEE SHEET P. 2 FOR ADDITIONAL RESTRICTIONS
 HOTEL LINE AND CURVE DATA TABLE

TRACT 1
 TMS# 313-00-00-407
 6.59 ACRES (NEW TOTAL AREA)
 (AREA A) = 3.002 AC. TO BE ACQUIRED BY SCOTT
 4.59 ACRES (NEW TOTAL AREA)

TRACT 2
 TMS# 313-00-00-408
 5.56 ACRES (NEW TOTAL AREA)
 (AREA A) = 2.461 AC. TO BE ACQUIRED BY SCOTT
 3.10 ACRES (NEW TOTAL AREA)

TRACT 3
 TMS# 313-00-00-018
 31.40 ACRES (NEW TOTAL AREA)
 (AREA A) = 4.712 AC. TO BE ACQUIRED BY SCOTT
 26.69 ACRES (NEW TOTAL AREA)

TRACT 4
 TMS# 313-00-00-019
 4.00 ACRES (NEW TOTAL AREA)
 (AREA A) = 2.461 AC. TO BE ACQUIRED BY SCOTT
 1.54 ACRES (NEW TOTAL AREA)

TRACT 5
 TMS# 313-00-00-020
 14.90 ACRES (NEW TOTAL AREA)
 (AREA A) = 4.712 AC. TO BE ACQUIRED BY SCOTT
 10.19 ACRES (NEW TOTAL AREA)

SCOTT ACQUISITION AREA #2B
 219 SQ. FT. TO BECOME PART OF MAYBANK HIGHWAY

LEGEND

- 1. 20' WIDE R/W (OPEN WITH GAS)
- 2. 20' WIDE R/W (OPEN WITH GAS)
- 3. 20' WIDE R/W (OPEN WITH GAS)
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- 99. 20' WIDE R/W (OPEN WITH GAS)
- 100. 20' WIDE R/W (OPEN WITH GAS)



VICINITY MAP

THE LOCATION OF THE PROJECT IS SHOWN ON THE VICINITY MAP. THE PROJECT IS LOCATED AT THE INTERSECTION OF MAYBANK HIGHWAY AND SCODOT ROAD. THE PROJECT IS LOCATED ON THE EAST SIDE OF MAYBANK HIGHWAY AND ON THE SOUTH SIDE OF SCODOT ROAD. THE PROJECT IS LOCATED ON THE EAST SIDE OF MAYBANK HIGHWAY AND ON THE SOUTH SIDE OF SCODOT ROAD. THE PROJECT IS LOCATED ON THE EAST SIDE OF MAYBANK HIGHWAY AND ON THE SOUTH SIDE OF SCODOT ROAD.

FINAL SUBDIVISION PLAT OF TRACT 4 (22.96 AC.) TO CREATE TRACT 4 (4.00 AC.), TRACT 5 (14.90 AC.) & NEW PUBLIC RIGHTS-OF-WAY (4.06 AC.) AND THE PROPERTY LINE ADJUSTMENT BETWEEN TRACTS 1, 2 & 3

OWNED BY CROWNE MAYBANK HOLDINGS LP

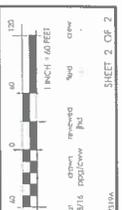
OWNED BY CROWNE MAYBANK HOLDINGS LP AND SCODOT RIGHT-OF-WAY OF MAYBANK HWY.

AND THE SUBDIVISION OF TRACT 2 (5.56 AC.) TO CREATE SCODOT ACQUISITION AREA #2B (219 SQ. FT.), TO BECOME PART OF MAYBANK HIGHWAY

CHARLESTON COUNTY, SOUTH CAROLINA
prepared for
CROWNE PARTNERS, INC.

682 Johnnie Dodds Blvd., Suite 100
Mt. Pleasant, SC 29463-1222
P 843.847.0200 T 843.847.0203
www.thomasandhutton.com

THOMAS & HUTTON
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL SURVEYORS



PLANNING USE ONLY

INCHING DIVISION
CITY OF CHARLESTON

DATE: 11/16/16
APPROVED BY: [Signature]
FOR CITY ENGINEER

DATE: 11/16/16
APPROVED BY: [Signature]
FOR CITY ENGINEER

LEGEND

1 WITH NEW 12" (6" MIN. DIA.) WATER MAIN (12" DIA. WATER MAIN)

2 WITH NEW 12" (6" MIN. DIA.) WATER MAIN (12" DIA. WATER MAIN)

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SCODOT ACQUISITION TABLE

CORNER	STATION	SEC	HT	OFFSET
1	700+00	01	1.00	0.00
2	700+00	02	1.00	0.00
3	700+00	03	1.00	0.00
4	700+00	04	1.00	0.00
5	700+00	05	1.00	0.00
6	700+00	06	1.00	0.00
7	700+00	07	1.00	0.00
8	700+00	08	1.00	0.00
9	700+00	09	1.00	0.00
10	700+00	10	1.00	0.00
11	700+00	11	1.00	0.00
12	700+00	12	1.00	0.00
13	700+00	13	1.00	0.00
14	700+00	14	1.00	0.00
15	700+00	15	1.00	0.00
16	700+00	16	1.00	0.00
17	700+00	17	1.00	0.00
18	700+00	18	1.00	0.00
19	700+00	19	1.00	0.00
20	700+00	20	1.00	0.00
21	700+00	21	1.00	0.00
22	700+00	22	1.00	0.00
23	700+00	23	1.00	0.00
24	700+00	24	1.00	0.00
25	700+00	25	1.00	0.00
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28	700+00	28	1.00	0.00
29	700+00	29	1.00	0.00
30	700+00	30	1.00	0.00
31	700+00	31	1.00	0.00
32	700+00	32	1.00	0.00
33	700+00	33	1.00	0.00
34	700+00	34	1.00	0.00
35	700+00	35	1.00	0.00
36	700+00	36	1.00	0.00
37	700+00	37	1.00	0.00
38	700+00	38	1.00	0.00
39	700+00	39	1.00	0.00
40	700+00	40	1.00	0.00
41	700+00	41	1.00	0.00
42	700+00	42	1.00	0.00
43	700+00	43	1.00	0.00
44	700+00	44	1.00	0.00
45	700+00	45	1.00	0.00
46	700+00	46	1.00	0.00
47	700+00	47	1.00	0.00
48	700+00	48	1.00	0.00
49	700+00	49	1.00	0.00
50	700+00	50	1.00	0.00
51	700+00	51	1.00	0.00
52	700+00	52	1.00	0.00
53	700+00	53	1.00	0.00
54	700+00	54	1.00	0.00
55	700+00	55	1.00	0.00
56	700+00	56	1.00	0.00
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58	700+00	58	1.00	0.00
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67	700+00	67	1.00	0.00
68	700+00	68	1.00	0.00
69	700+00	69	1.00	0.00
70	700+00	70	1.00	0.00
71	700+00	71	1.00	0.00
72	700+00	72	1.00	0.00
73	700+00	73	1.00	0.00
74	700+00	74	1.00	0.00
75	700+00	75	1.00	0.00
76	700+00	76	1.00	0.00
77	700+00	77	1.00	0.00
78	700+00	78	1.00	0.00
79	700+00	79	1.00	0.00
80	700+00	80	1.00	0.00
81	700+00	81	1.00	0.00
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89	700+00	89	1.00	0.00
90	700+00	90	1.00	0.00
91	700+00	91	1.00	0.00
92	700+00	92	1.00	0.00
93	700+00	93	1.00	0.00
94	700+00	94	1.00	0.00
95	700+00	95	1.00	0.00
96	700+00	96	1.00	0.00
97	700+00	97	1.00	0.00
98	700+00	98	1.00	0.00
99	700+00	99	1.00	0.00
100	700+00	100	1.00	0.00

HIGHLAND B. WETLAND AREAS TABLE

TRACT NO.	WETLAND	TOTAL AREA
1	1.00 ACRES	1.00 ACRES
2	1.00 ACRES	1.00 ACRES
3	1.00 ACRES	1.00 ACRES
4	1.00 ACRES	1.00 ACRES
5	1.00 ACRES	1.00 ACRES
6	1.00 ACRES	1.00 ACRES
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68	1.00 ACRES	1.00 ACRES
69	1.00 ACRES	1.00 ACRES

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

This Agreement is made and entered into as of ____ day of _____, 2016, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Crowne Maybank Apartments, Limited Partnership (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage pipe and/or ditches and appurtenances ("Storm Water System") across a portion of **Tract 4 and Tract 5** designated by Charleston County tax pin number 3130000018 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through a portion of the Owner's property as hereinafter described; and

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

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City three (3) NEW EXCLUSIVE VARIABLE-FOOT WIDE PERMANENT STORM WATER DRAINAGE EASEMENTS, a NEW EXCLUSIVE VARIABLE-FOOT WIDE PERMANENT STORM WATER DRAINAGE EASEMENT FOR UNDERGROUND DETENTION, and five (5) NEW EXCLUSIVE 20-FOOT WIDE PERMANENT STORM WATER DRAINAGE EASEMENTS, all as more fully shown on a plat entitled "Final Subdivision Plat of TRACT 4 (22.96 Ac.) owned by Crowne Maybank Apartments LP to create TRACT 4 (4.00 Ac.), TRACT 5 (14.90 Ac.) & NEW PUBLIC RIGHTS-OF-WAYS (4.06Ac.) and the Property Line Adjustment between TRACTS 1, 2 & 3 owned by Crowne Maybank Holdings LP AND SCDOT RIGHT-OF-WAY OF MAYBANK HWY. and the subdivision of TRACT 2 (5.56 Ac.) to create SCDOT ACQUISITION AREA #2B (219 Sq. Ft.) TO BECOME PART OF MAYBANK HIGHWAY, City of Charleston, Charleston County, South Carolina" prepared by Thomas & Hutton dated April 28, 2016, last revised August 17, 2016, executed by Phillip P. Gerard on August 17, 2016, and recorded on _____, 2016 in Plat Book _____, at Page _____, in the RMC Office for Charleston County, South Carolina (herein, the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

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

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

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

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

WITNESSES:

OWNER:

CROWNE MAYBANK APARTMENTS, LIMITED PARTNERSHIP, a Delaware limited partnership

BY: Crowne Maybank Apartments, LLC, a Delaware limited liability company (doing business in South Carolina as Crowne Maybank Apartments of Delaware, LLC)

Its: Sole General Partner

BY: Alan Z. Engel (SEAL)

Alan Z. Engel

Its: Authorized Manager and signatory

Dated: May 5th, 2016

Ann E. [Signature]

Witness Number 1

[Signature]

Witness Number 2

WITNESSES:

CITY:

CITY OF CHARLESTON

BY: _____ (SEAL)

Laura S. Cabiness

Its: Director of Public Service and authorized signatory

Witness Number 1

Witness Number 2

Dated: _____, 2016

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Alan Z. Engel personally came before me this day and acknowledged that he is the Authorized Manager and signatory of and for Crowne Maybank Apartments, LLC, a Delaware limited liability company (doing business in South Carolina as Crowne Maybank Apartments of Delaware, LLC) (the "LLC"), Sole General Partner and authorized signatory of and for CROWNE MAYBANK APARTMENTS, LIMITED PARTNERSHIP, a Delaware limited partnership (the "Partnership"), that he executed the foregoing instrument, and acknowledged to me that the same was the act of the LLC and Partnership and that he executed the same as the act of such LLC and Partnership for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand this the 5th day of MAY, 2016.



[AFFIX NOTARIAL SEAL OR STAMP]

Ingrid Ann Daws

Notary Public Alabama

My Commission Expires: 02/04/2018

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Laura S. Cabiness personally came before me this day and acknowledged that she is the Director of Public Service and authorized signatory of and for the City of Charleston (the "City"), that she executed the foregoing instrument, and acknowledged to me that the same was the act of the City and that she executed the same as the act of such City for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand this the ___ day of _____, 2016.

Print Name: _____

Notary Public South Carolina

My Commission Expires: _____



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



ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: Hendrick Automotive Group

Mailing Address: 6000 Monroe Rd, Suite 100 Email: gene.cocchi@hendrickauto.com

City/State/Zip: Charlotte, NC, 28212

Telephone: 704-566-3279 Work: _____ Cell: _____

Contractor: Vannoy Construction Contact/Number/Email Philip Dance / Philip.Dance@jrvannoy.com

DESCRIBE ENCROACHMENT

1. Description of encroachment: Prop. Timber Bridge crossing, Light Poles, Bollard Fencing, Concrete Storm Pipe
2. Method for securing: Bridge to be secured with timber Pilings, set 8' back from existing concrete channel.
3. Property description and address where encroachment is requesting to be placed (**Exhibit A**):
Hendrick Pre-Owned Automotive Dealership located at 1522 Savannah Highway, Charleston, SC
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (**Exhibit B**) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be typed. Signatures in blue ink.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in blue ink.
10. Provide processing fee of \$25.00. Checks shall be made payable to the City of Charleston.
11. Provide recordation fee of \$5.00 per sheet if applicable, upon submission of application. Checks shall be made payable to the Register Mesne Conveyance for <county> County.

-  Fence
-  Sprinkler Head
-  Gate

RECEIVED BY PUBLIC SERVICES: M. Hedegon DATE: 9/20/16

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made in the County and City of Charleston, SC, on 16 day of August, 2016 by and between The City of Charleston, a South Carolina Municipal Corporation (hereinafter referred to as "City") and Hendrick Automotive Group (hereinafter referred to as "Grantee").

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) 1522 Savannah Highway in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 349010006, 349010005 36'x 20' wide Timber Bridge, 2 Catch Basins with 15" RCP, 2 Light Poles and 30 LF of Bollard Fencing. Items referenced are located within the City's Storm Drainage Easement (D.B. P246, PG 209) ("Encroachment"); and

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

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

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

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

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

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

To City: Department of Public Service Engineering Division 2 George Street, Suite 2100 Charleston, South Carolina 29401	To Grantee: <u>Hendrick Automotive Group</u> <u>6000 Monroe Rd., Suite 100</u> <u>Charlotte, NC 28212</u>
Location of Encroachment <u>1522 Savannah Highway, Charleston SC</u>	

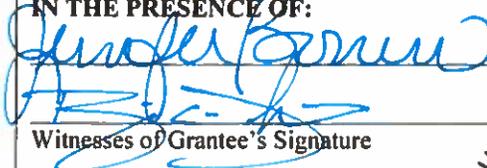
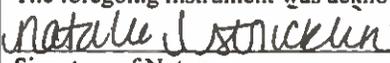
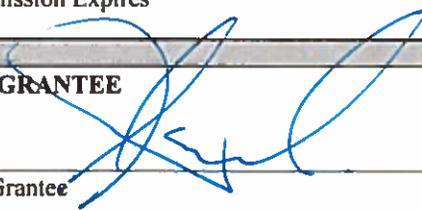
Notices shall be deemed effectively served upon the deposit in the United States Mail.

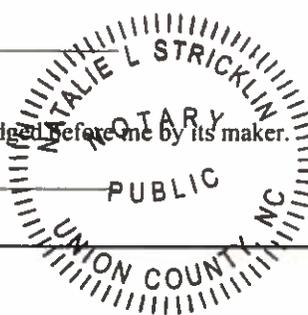
10. **Applicable Law.** This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

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

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

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

SIGNED AND DELIVERED IN THE PRESENCE OF:  _____ Witnesses of Grantee's Signature The foregoing instrument was acknowledged before me by its maker.  _____ Signature of Notary	THE GRANTEE BY:  Grantee Gene Cocchi Printed Name _____ Commission Expires 02-27-2018
--	---



Committee on Public Works Decision

Approved
 Disapproved

_____ Date

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

HENDRICK AUTO LOT EXPANSION CHARLESTON, SC

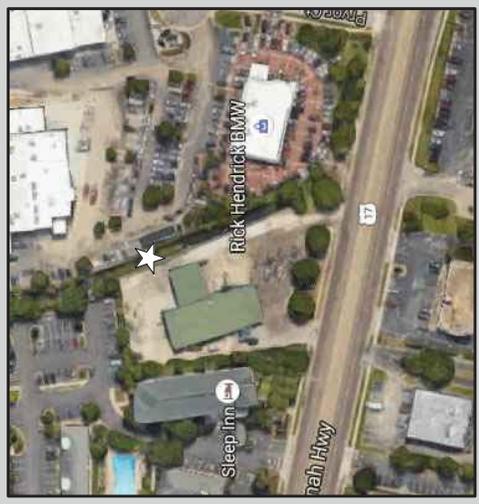
TIMBER VEHICULAR & PEDESTRIAN BRIDGE DESIGN



PROJECT LOCATION



SITE LOCATION



BRIDGE LOCATION

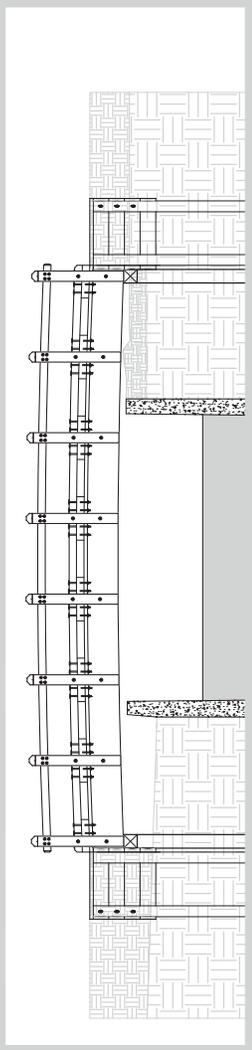
GENERAL	000
PLANS	100
ELEVATIONS	200
SECTIONS	300
RAILS	400
ABUTMENT	500
DETAILS	600

SERIES INDEX

YORK

BRIDGE CONCEPTS

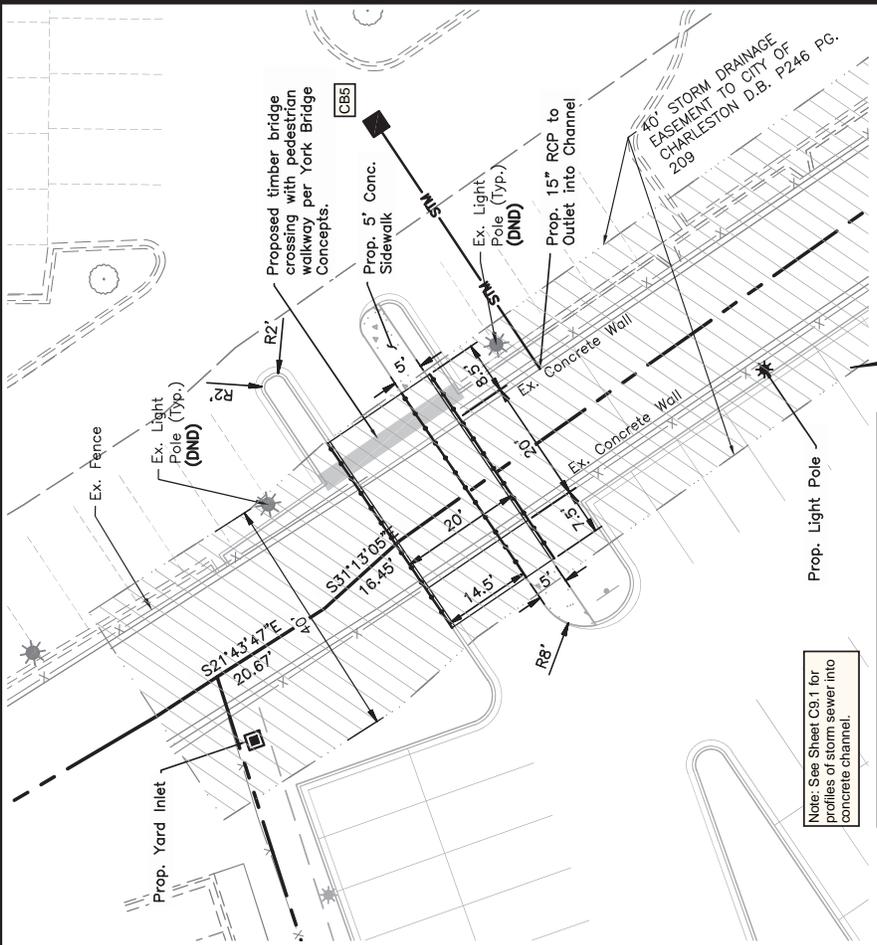
The Premier Timber Bridge Company



CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA
 ENCROACHMENT EXHIBIT B
**HENDRICK PRE-OWNED PARKING
 EXPANSION**

EMHT
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 301 McCullough Dr., Ste. 107, Charleston, NC 29262
 Phone: 704-546-0333 Toll Free: 888-775-3648
 emht.com

DATE: September 20, 2016 JOB NO. 2015-1335 SCALE: 1" = 20'



LEGEND

- PROPERTY LINE
- STORM DRAINAGE EASEMENT
- EXISTING LIGHT POLE
- PROPOSED LIGHT POLE
- PROPOSED STORM PIPE
- STM



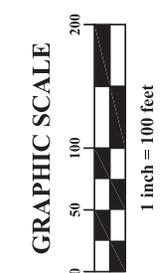
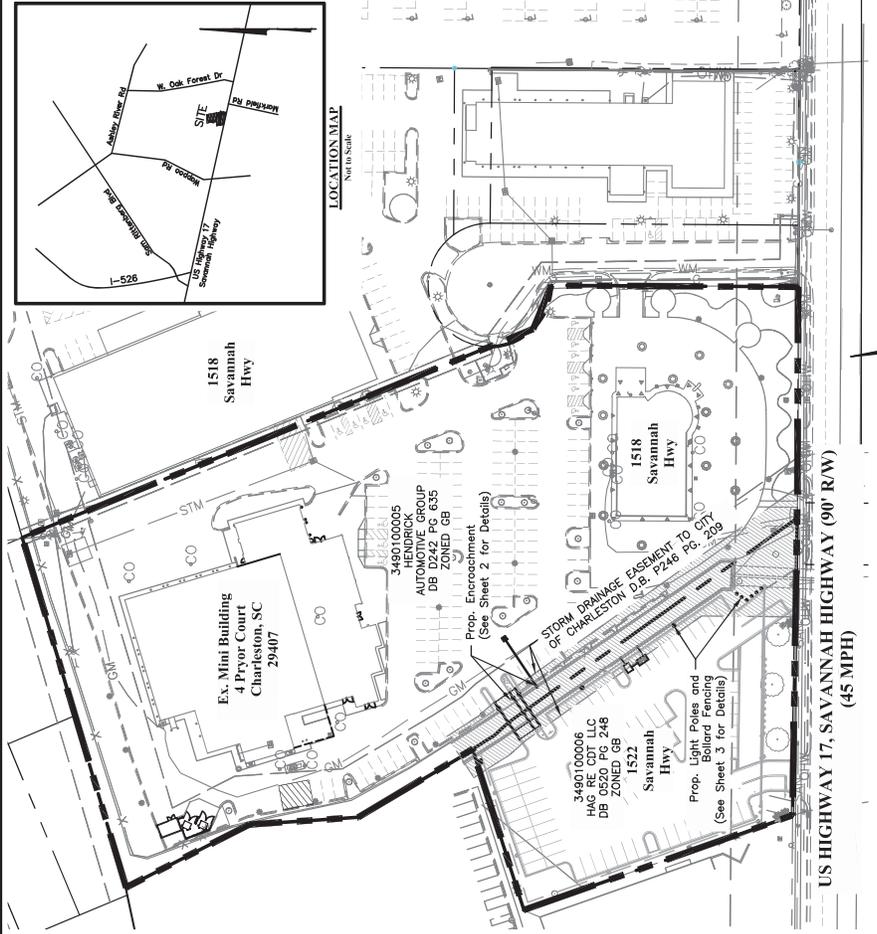
Note: See Sheet C9.1 for profiles of storm sewer into concrete channel.

2/3

CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA
 ENCROACHMENT EXHIBIT A
**HENDRICK PRE-OWNED PARKING
 EXPANSION**

EMHT
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 301 McCullough Dr., Ste. 107, Charleston, NC 29262
 Phone: 704-546-0333 Toll Free: 888-775-3648
 emht.com

DATE: August 16, 2016 JOB NO. 2015-1335 SCALE: 1" = 100'



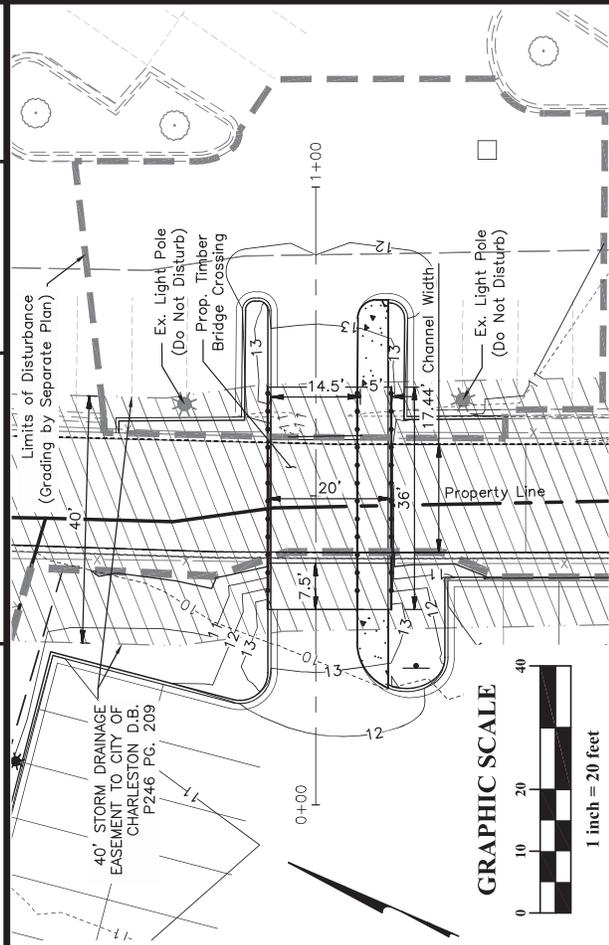
Note: See Sheet C9.1 for profiles of storm sewer into concrete channel.

1/3

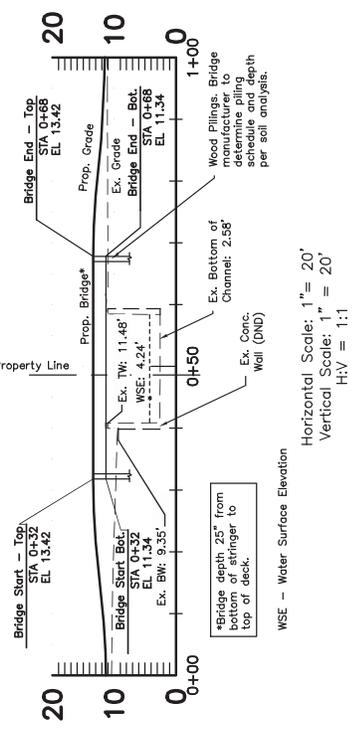
CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA
 ENCROACHMENT EXHIBIT B2.0
**HENDRICK PRE-OWNED PARKING
 EXPANSION**

DATE: September 20, 2016
 JOB NO. 2015-1335
 SCALE: 1" = 20'

EMHT
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 301 McCullough Dr., Ste. 109, Charleston, NC 29626
 Phone: 704-546-0333 Toll Free: 888-775-3648
 emht.com



GRAPHIC SCALE
 1 inch = 20 feet



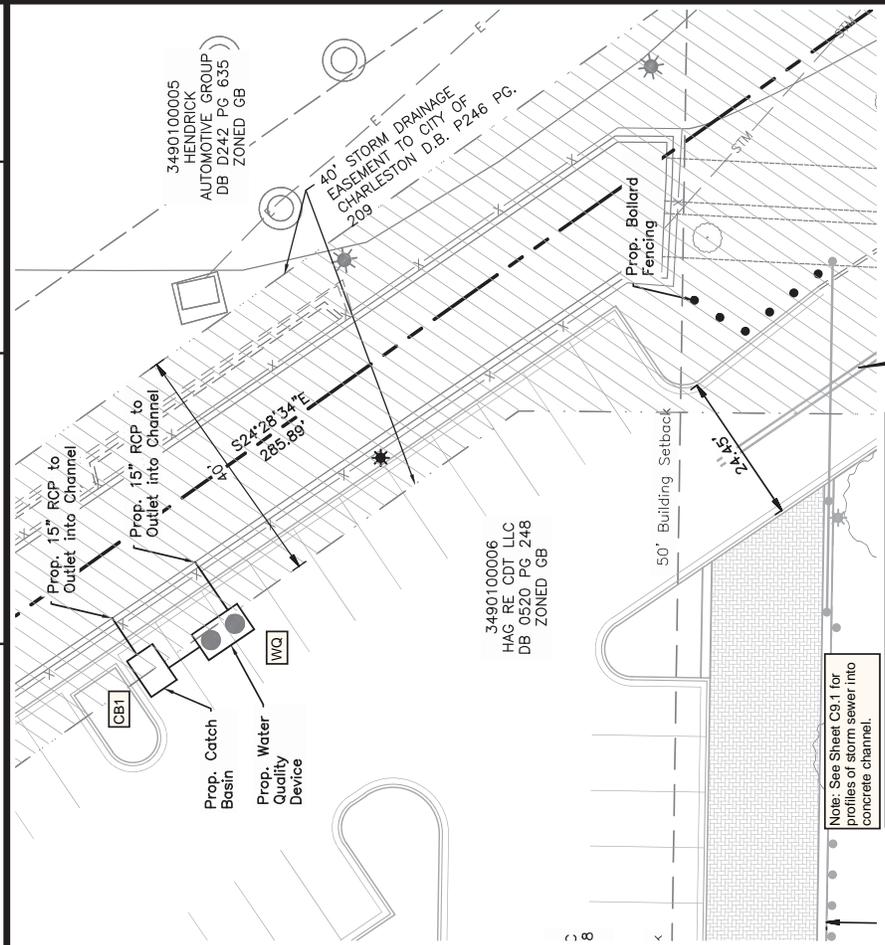
Horizontal Scale: 1" = 20'
 Vertical Scale: 1" = 20'
 H:V = 1:1

1/1

CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA
 ENCROACHMENT EXHIBIT B
**HENDRICK PRE-OWNED PARKING
 EXPANSION**

DATE: September 20, 2016
 JOB NO. 2015-1335
 SCALE: 1" = 20'

EMHT
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 301 McCullough Dr., Ste. 109, Charleston, NC 29626
 Phone: 704-546-0333 Toll Free: 888-775-3648
 emht.com



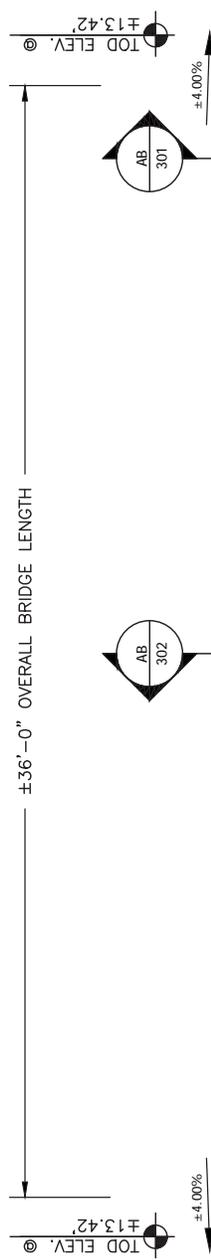
GRAPHIC SCALE
 1 inch = 20 feet

LEGEND

	PROPERTY LINE
	STORM DRAINAGE EASEMENT
	EXISTING LIGHT POLE
	PROPOSED LIGHT POLE
	PROPOSED STORM PIPE

Note: See Sheet C9.1 for profiles of storm sewer into concrete channel.

3/3



±36'-0" OVERALL BRIDGE LENGTH

TOD ELEV. @ ±13.42'

TOD ELEV. @ ±13.42'

±4.00%

±4.00%

AB 302

AB 301

BOTTOM OF STRINGER @ ABUT: ±11.34'
 BOTTOM OF STRINGER @ WALL: ±11.60'

WATER ELEV @ ±4.24'
 BOTTOM OF CANAL @ ±2.58'
 ±6"
 ±9'-1 1/2"
 ±7'-5 1/2"
 ±5"

PILE TO BE DRIVEN UP TO 10FT IN THE GROUND OR UNTIL REFUSAL.

1 ELEVATION - EXTERIOR SCALE: 1/4" = 1'-0"



<p>The Premier Timber Bridge Company</p> <p>3400 Bushnell Trace Lutz, FL 33558 T: 800.226.4178 F: 800.858.1274</p>	TIMBER VEHICULAR & PEDESTRIAN BRIDGE DESIGN		ELEVATION EXTERIOR		
	HENDRICK AUTO LOT EXPANSION CHARLESTON, SC				
5 TON GVW LOADING (L/400 DEFLECTION) 85 PSF LOADING (L/360 DEFLECTION)		DESIGNED LOADING	DRAWN BY: J. WINCHELL	PROJECT NUMBER: 216124	SHEET NUMBER: 201B
DATE/TIME: October 11, 2016					