



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m., November 22, 2016, at City Hall, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Councilmember Waring

Approval of Minutes: November 9, 2016

- a. Request authority for Mayor to execute the attached Amendment to the Management Agreement between the Old Exchange Building Commission and the City, extending the term of the Agreement from November 23, 2016 to November 23, 2017.
- b. Consider the following annexations:
 - i. 2319 Savannah Highway (TMS# 310-06-00-114) 1.06 acres, West Ashley (District 7). The property is owned by Hag Re Cdt LLC.
 - ii. 771 Longbranch Drive (TMS# 310-01-00-115) 0.33 acre, West Ashley (District 2). The property is owned by Keith Gordon and Janet Wagner-Gordon.
 - iii. 2947 Maybank Hwy (TMS# 313-00-00-088) 2.97 acres, Johns Island (District 5). The property is owned by Oak Family Properties LLC.
 - iv. Property located on Ashley Hall Plantation Road (TMS# 353-00-00-003 and TMS# 353-00-00-004) 44.59 acres, West Ashley (District 2). The property is owned by the Estate of Rosina Kennerty Siegnious.

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: John J. Tecklenburg, Mayor DATE: November 14, 2016

FROM: Cam Patterson DEPT: BFRC

OLD EXCHANGE BUILDING

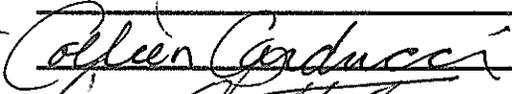
ADDRESS: See Attached Amendment to Agreement

TMS: _____

Requesting authority for Mayor to execute the attached Amendment to the Management Agreement between the Old Exchange Building Commission and the City, extending the term of the Agreement from November 23, 2016 to November 23, 2017.

ACTION REQUEST: _____

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 Dept		<input type="checkbox"/>
Property Coordinator		<input type="checkbox"/>
Property Manager		<input checked="" type="checkbox"/>
		<input checked="" 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

REAL ESTATE COMMITTEE
GENERAL FORM

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT

AGREEMENT concluded this 23rd day of November, 1999, by and between the Old Exchange Building Commission, an agency of the State of South Carolina (herein the COMMISSION), the City of Charleston, South Carolina, a municipal corporation of the State of South Carolina (herein the CITY), and the personnel performing the responsibilities at the Old Exchange Building (herein the STAFF).

WHEREAS, the COMMISSION, created by Act 678 of 1976, as amended, is responsible for the restoration, development, administration and control of the Old Exchange Building, a public building built between 1768 and 1771, possessing historical and architectural significance, located at the corner of East Bay Street and Exchange Street in Charleston, South Carolina; and

WHEREAS, among the powers held by the COMMISSION is that of setting, determining and implementing policies for the administration and control of the Old Exchange Building pursuant to agreements and contracts entered by it in an effort to achieve the development, restoration and administration of the Old Exchange Building; and

WHEREAS, the COMMISSION currently leases the Old Exchange Building from the Rebecca Motte Chapter of the Daughters of the American Revolution and the South Carolina State Society of the Daughters of the American Revolution for the purpose of restoring, maintaining, preserving and holding open to the general public the Old Exchange Building; and

WHEREAS, the parties have come to an accord concerning the management of the Old Exchange Building, and do execute this document in evidence of that understanding.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and in further consideration of the mutual promises, covenants, and conditions as are hereinafter set forth, it is agreed by and between the parties as follows:

I. THE PREMISES.

The leased premises which constitute the subject of this Agreement is the Old Exchange Building, located at the northeast corner of East Bay and Exchange Street in the City of Charleston, South Carolina, and also includes that parcel of property east of the Exchange Building, formerly a portion of Secession Street, heretofore abandoned by the City Council of Charleston on June 12, 1979, the title to which was acquired by the South Carolina State Society of the National Society of the Daughters of the American Revolution and the Rebecca

Motte Chapter of the National Society of the Daughters of the American Revolution, as trustees, upon the abandonment by the City Council and by deeds dated July 26, 1979, and November 19, 1979, and recorded in the R.M.C. Office for Charleston County in Book Y-120 at Pages 352 and 353. The latter described premises shall at all times be utilized in a manner consistent with any limitations, covenants, conditions, restrictions or rights or reentry as may be set forth in the deed dated July 26, 1979.

II. MANAGEMENT.

The Commission does hereby engage the City, and the City does hereby accept the engagement from the Commission, to manage, and otherwise undertake the daily operation of the premises as aforescribed. Management responsibilities of the City include, but shall not be necessarily limited to, the following:

(A) The City, in consultation with the Commission, shall be responsible for adequately staffing the premises with City employees so as to assure that the premises is operated in an efficient, safe and workmanlike manner by the staff.

(B) The City shall be responsible for the daily maintenance of the premises, including routine upkeep and repairs. Routine upkeep and repairs will include, but not be limited to, such things as daily cleaning, minor electrical repairs, minor plumbing repairs, regular maintenance of woodwork and floors, regular maintenance of the planters and garden areas and minor touch-up painting. The City will consult with an architect designated by the Department of Archives and History concerning maintenance of the building and floors. Any professional fees which may be incurred for such consultation shall be payable from the Sources of Funds (as described in Section III of this Agreement) and shall not be the responsibility of the City.

The City shall utilize its best efforts to comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings in the maintenance of the premises, marked Exhibit A, attached hereto and incorporated by reference herein.

(C) The City shall be responsible for the promotion of the premises in an effort to maximize public awareness, access and visitation to the premises, and educate the public and visitors to the premises concerning the historical significance of the building and the patriotic purposes which it continues to portray. The City will utilize its best efforts to develop a program to showcase the Building as a cultural, historical and architectural resource. The Commission requests quarterly reporting on these activities.

(D) The City shall be responsible for accounting to the Commission for the receipt and expenditure of monies raised and expended in the operation of the premises.

The accounting and payment procedures shall follow those regulations as required by the generally accepted accounting principles.

(E) The City shall prepare a quarterly accounting of receipts and disbursements, including balances, and present the same to the Commission at its regularly scheduled quarterly meetings. These financial statements shall accurately reflect the income, expenses, and balances, and its reconciliation to the Old Exchange Building bank statements. FURTHER, the City will provide current copies of the monthly bank statements each month to the Director of the Old Exchange Building and to the Commission Finance Committee Chairman. The City will also ensure that the Director of the Old Exchange Building (or designated representative of the Old Exchange Building) and a representative of the City Finance Department responsible for the financial records of the Old Exchange Building is present at quarterly Commission meetings for the purposes of presenting a management report.

(F) When required, the City timely will prepare the annual state appropriations budget for the premises to be presented to the South Carolina Budget and Control Board for every fiscal year which begins after the effective date of this Agreement. The budget prepared by the City will follow the procedures required by the South Carolina Budget and Control Board. This budget will be approved by the Commission prior to its being submitted to the South Carolina Budget and Control Board.

(G) The City will assist the Commission in arranging for its meetings, such assistance to include the mailing of notices, agendas and pertinent information for the Commission meetings, arranging for meeting sites and appropriate notification to the news media.

(H) The City will provide education programs utilizing its best efforts to continue such education programs consistent with principles of good management and the beneficial use of the building. The Commission requests quarterly reporting of these activities.

The City shall set hours and days for public visitation as it deems appropriate. The City may in its discretion, and to the extent as is allowed by law, charge admission fees for viewing the building. The City shall lease space available for corporate and social functions and shall determine the rate charges and fees for use of the premises, and may conduct other income-producing operations as it deems appropriate. The Commission requests quarterly reporting of these activities.

It is the intent hereof that the City shall have broad powers of management of the premises and is empowered to do any and all acts not specifically restricted or prohibited herein that are necessary or desirable for the proper management of the premises, provided, nevertheless, that the City shall not make any improvements or changes to the building or its exterior without written approval of the Commission and the South Carolina Department of Archives and History, if required.

III. SOURCES OF FUNDS.

Sources of funds for this Agreement include the annual state appropriation as may be approved, less such part thereof approved for the travel and per diem expenses of the Commission, any and all revenues generated from the operation of the premises and such other funds, as grants, that the parties may secure for the operation or improvement of the premises. It is specifically acknowledged that the City shall have no obligation or responsibility to appropriate any local or city funds to operate the premises, but it shall, pursuant to Paragraph II(F) hereof, utilize its best efforts to operate the premises within the projected state appropriation and revenues generated for its use. In the event the cost of operation is anticipated to exceed funds available, the City will timely notify the Commission and the Budget and Control Board of the anticipated shortfall. The Commission shall be responsible for securing the additional funds as may be necessary for the proper operation and maintenance of the building.

IV. EXPENSES OF MANAGEMENT.

Subject to the provisions of Section III hereof, the City shall be responsible for, and shall pay from Sources of Funds, expenses incurred in the operation and management of the premises, including, but not limited to, wages, utility costs, fire and public liability insurance written in such amounts as the City deems reasonable, and any other charge that may arise by virtue of its management of the premises.

Expenses for electrical and plumbing services requested will be reimbursed to the City upon presentation of an invoice reflecting materials cost and labor, which costs have been previously determined by an estimate and approved by the Director of the Old Exchange Building.

The City will be responsible for completion of work, quality and workmanship, and for any damages to the building and/or its equipment as a result of faulty work done by the City.

In the event the shortfall continues, the City shall have the right to terminate this Agreement at no cost to the City.

V. RECOGNITION OF THE COMMISSION'S LEASE.

The City does hereby recognize all terms of the lease between the Commission and the South Carolina State Society of the National Society of the Daughters of the American Revolution and the Rebecca Motte Chapter of the National Society of the Daughters of the American Revolution, dated December 16, 1976, as amended on July 24, 1978, as also amended on February 25, 1980, and does agree to strictly comply with all terms and conditions of said lease and amendment and any other amendments which relate to the premises, and shall not do or permit another to do any act which would cause a forfeiture of the aforementioned lease. The aforescribed lease and amendments are attached hereto as Exhibit B and incorporated herein by reference.

The City does hereby agree (at the request of the lessors) that members of the Fort Sullivan Chapter of the Daughters of the American Revolution will be permitted, upon showing identification and a paid-up current membership card to that Chapter, to enter the building without paying a fee therefore for the purpose of attending monthly meetings (nine times per year) in the Rebecca Motte Meeting Room so long as the Rebecca Motte Chapter agrees to such use of its room by the Fort Sullivan Chapter. The City agrees that members of the State Society of the Daughters of the American Revolution may enter the building without charge upon showing identification and a paid-up membership card in the Society.

The City does hereby agree (at the request of the lessors) that members of the National Society of the Colonial Dames of America in the State of South Carolina will be permitted to enter the building without paying a fee therefore for the purpose of attending monthly meetings at the discretion of the management of the Old Exchange Building in accordance with their Memorandum of Understanding date June 21, 1993. (Exhibit attached).

VI. DIVISION OF REVENUE.

The City shall be entrusted with and utilize for funding the daily operations, maintenance and upkeep of the premises, the entirety of such: (1) appropriations(s) as the Commission may receive from the State of South Carolina, less such sums delineated in the budget for Commission travel and per diem expense; and (2) any additional revenues or sums that the City may be able to generate from the management of the premises. Any appropriated balances remaining at the end of the fiscal year shall be returned to the State of South Carolina. Any revenue sums remaining at the end of the fiscal year generated by the City from the management of the premises shall be held and utilized by the City only for the purposes of operating and/or improving the Old Exchange Building, its contents or the premises upon which it is situate. Should there exist such sums upon the expiration of the Agreement, and if this Agreement is not renewed, such sums shall be transferred to the Commission. The City shall not

charge the Commission a management fee as compensation for carrying out the terms of this Agreement.

VII. IMPROVEMENTS TO THE PREMISES.

Subject to Section II herein, the City shall be entitled to make improvements to the premises as permitted in writing by the Commission or the South Carolina Department of Archives and History; provided, however, that any major or other capital expenditures as may be required for the premises shall be undertaken with the consent of the Commission and the South Carolina Department of Archives and History; and provided further, that the City, by virtue of this management agreement, does not undertake any affirmative responsibility or obligation to affect any real capital improvements to the premises. Any monies held by the City for the Commission designated for capital improvements to the premises shall be utilized in accordance with established projects. For purposes hereof, a major or capital expenditure is one which is necessitated to secure the structural integrity of the building, including its plumbing, wiring, HVAC equipment, roofing or exterior skin, or one which is necessitated by an accident or force majeure, and such other unforeseen or unexpected expenses that may arise and for which have not been budgeted.

VIII. EXHIBITS.

The City may pursue the replacement and/or upgrading of the exhibits presently on the premises. Should the City seek to replace or otherwise improve exhibits, it must secure the permission of the Commission, which Commission agrees to cooperate and assist the City in this regard, including, if necessary, the seeking of grants and/or additional state appropriations for that purpose. The replacement of exhibits may require proper storage of exhibits being replaced and the City recognizes there is limited storage capacity on the premises.

The Accessions Committee should be consulted with reference to the exhibits on the premises to ensure utilization of the premises to its best advantage for the purpose of educating the public of the building's historical value, and in the virtue of patriotism for which the building is a symbol.

IX. AUTHORITY TO LET.

The Commission does represent that it has the power and authority to enter into this Agreement and will indemnify and hold harmless the City against any claims so challenging that power or authority.

X. TERM.

This Agreement shall commence on November 23rd, 1999, and be effective for a term of one year. The Commission and the City shall have the

option to renew this Agreement for an additional one year on the same terms and conditions as herein agreed upon by the written approval of a representative of both parties. These renewal options cannot exceed the date of December 16, 2001, at which time the lease agreement between the Old Exchange Building Commission (State of South Carolina) and the South Carolina State Society of the National Society of the Daughters of the American Revolution and the Rebecca Motte Chapter of the National Society of the Daughters of the American Revolution will expire.

XI. BINDING AGREEMENT.

This Agreement shall be binding on each party and their respective heirs, successors and assigns.

XII. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of South Carolina.

XIII. CONTINGENCY.

This Agreement is contingent upon the approval of City Council of Charleston, South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as foresaid.

WITNESS

Debra Matthews

Cathy Baker

THE CITY COUNCIL OF CHARLESTON

BY:

Joseph P. Riley, Jr.
Mayor, City of Charleston

WITNESS

Dean Walker

Alleana B. Crawley

OLD EXCHANGE BUILDING COMMISSION

BY:

Louise T. Burgdorf
Louise T. Burgdorf
Chairman



Ratification
Number _____

A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2319 SAVANNAH HIGHWAY (1.06 ACRES) (TMS# 310-06-00-114), 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 7. PROPERTY OWNED BY HAG RE CDT LLC.

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

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

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

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

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

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 7 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2319 Savannah Highway, (1.06 acres) is identified by the Charleston County Assessors Office as TMS# 310-06-00-114 (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

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

By:

John J. Tecklenburg
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 2319 Savannah Highway

Presented to Council: 11/22/2016

Status: Received Signed Petition

Owner Names: HAG RE CDT LLC

Year Built: 1970

Parcel ID: 3100600114

Number of Units: 1

Number of Persons: 0

Race: Commercial

Acreage: 1.06

Mailing Address: 6000 Monroe Rd Ste 100

Current Land Use: Commercial

Address: Charlotte, NC 28212

Current Zoning: CC

Requested Zoning: GB

City Area: West Ashley

Recommended Zoning: GB

Subdivision:

Appraised Value: \$733,030.00

Council District: 7

Assessed Value: \$44,980.00

Within UGB: Yes

Stormwater Fees: To Be Calculated

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 11
Public Service	
Sanitation	Located in existing service area. Commercial property.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation:

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

City of Charleston Annexation Map

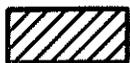
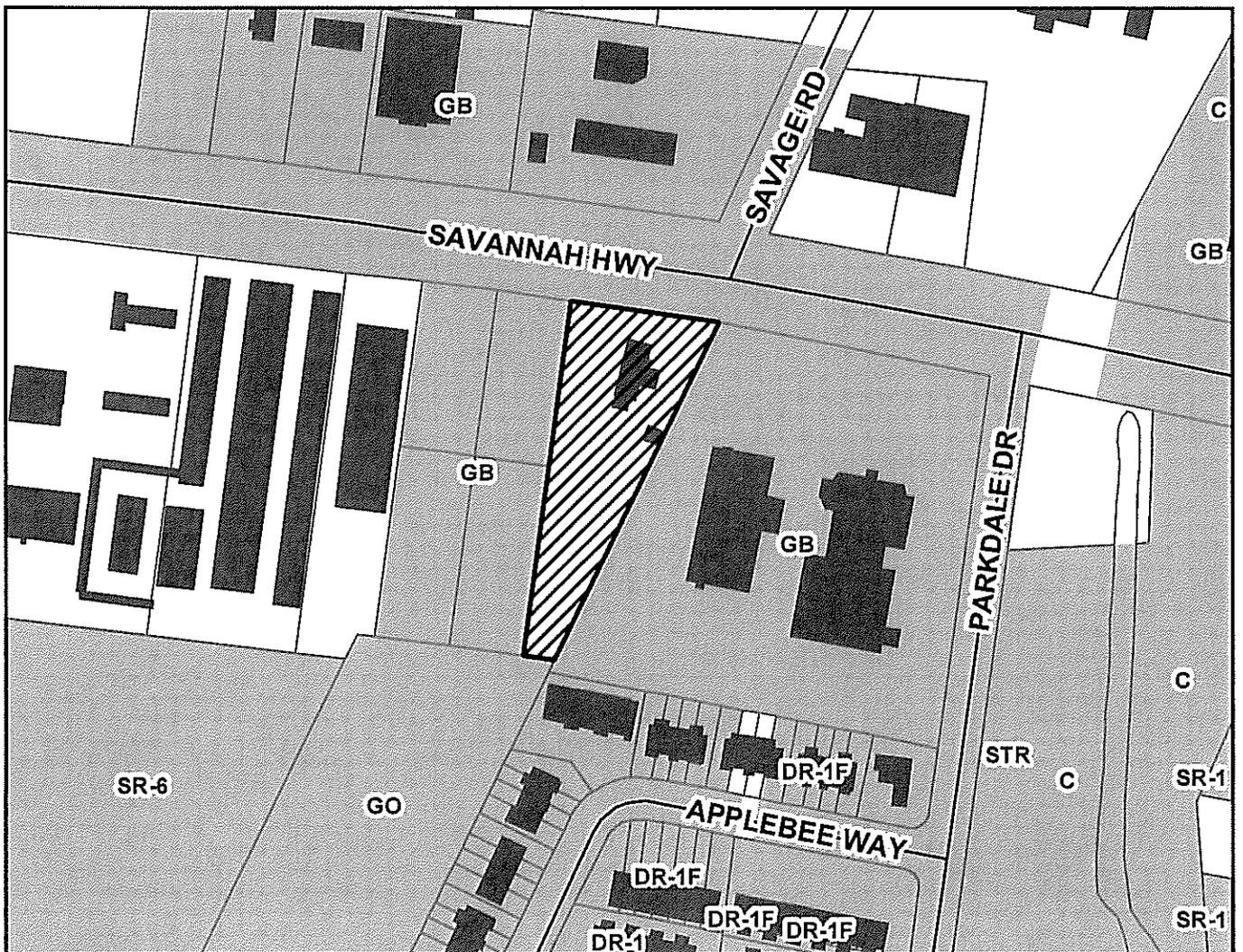
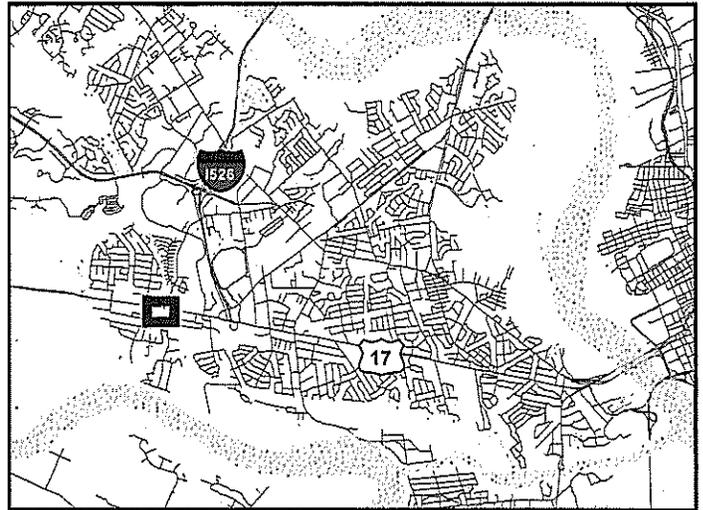
Parcel Address:
2319 Savannah Hwy

TMS #:
3100600114

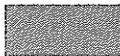
Acreage: 1.06

City Council District: 7

West Ashley



Subject Property



Corporate Limits
City of Charleston



Water



b(ii).



Ratification
Number _____

A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 771 LONGBRANCH DRIVE (0.33 ACRE) (TMS# 310-01-00-115), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 2. PROPERTY OWNED BY KEITH GORDON AND JANET WAGNER-GORDON.

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

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

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

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

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

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

SAID PROPERTY to be annexed, 771 Longbranch Drive, (0.33 acre) is identified by the Charleston County Assessors Office as TMS# 310-01-00-115 (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: 771 Longbranch Drive

Presented to Council: 11/22/2016

Status: Received Signed Petition

Owner Names: Keith Gordon and Janet Wagner-Gordon

Year Built: 2003

Parcel ID: 3100100115

Number of Units: 1

Number of Persons: 5

Race: Caucasian

Acreage: 0.33

Mailing Address: 771 Longbranch Dr

Current Land Use: Residential

Address: Charleston, SC 29414

Current Zoning: R-4

Requested Zoning: SR-1

City Area: West Ashley

Recommended Zoning: SR-1

Subdivision: Longbranch

Appraised Value: \$400,000.00

Council District: 2

Assessed Value: \$16,000.00

Within UGB: Yes

Stormwater Fees: 72.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 11
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation:

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

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

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately, 33 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 310-01-00-115
(Address: 771 Longbranch drive Charleston, SC 29414).

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

Dated this 29 day of
October, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Keith A Gordon
(Signature)

10-29-2016
(Date)

Keith A Gordon
(Print Name)

Janet L Wagner-Gordon
(Signature)

10/29/16
(Date)

Janet L Wagner-Gordon
(Print Name)

City of Charleston Annexation Map

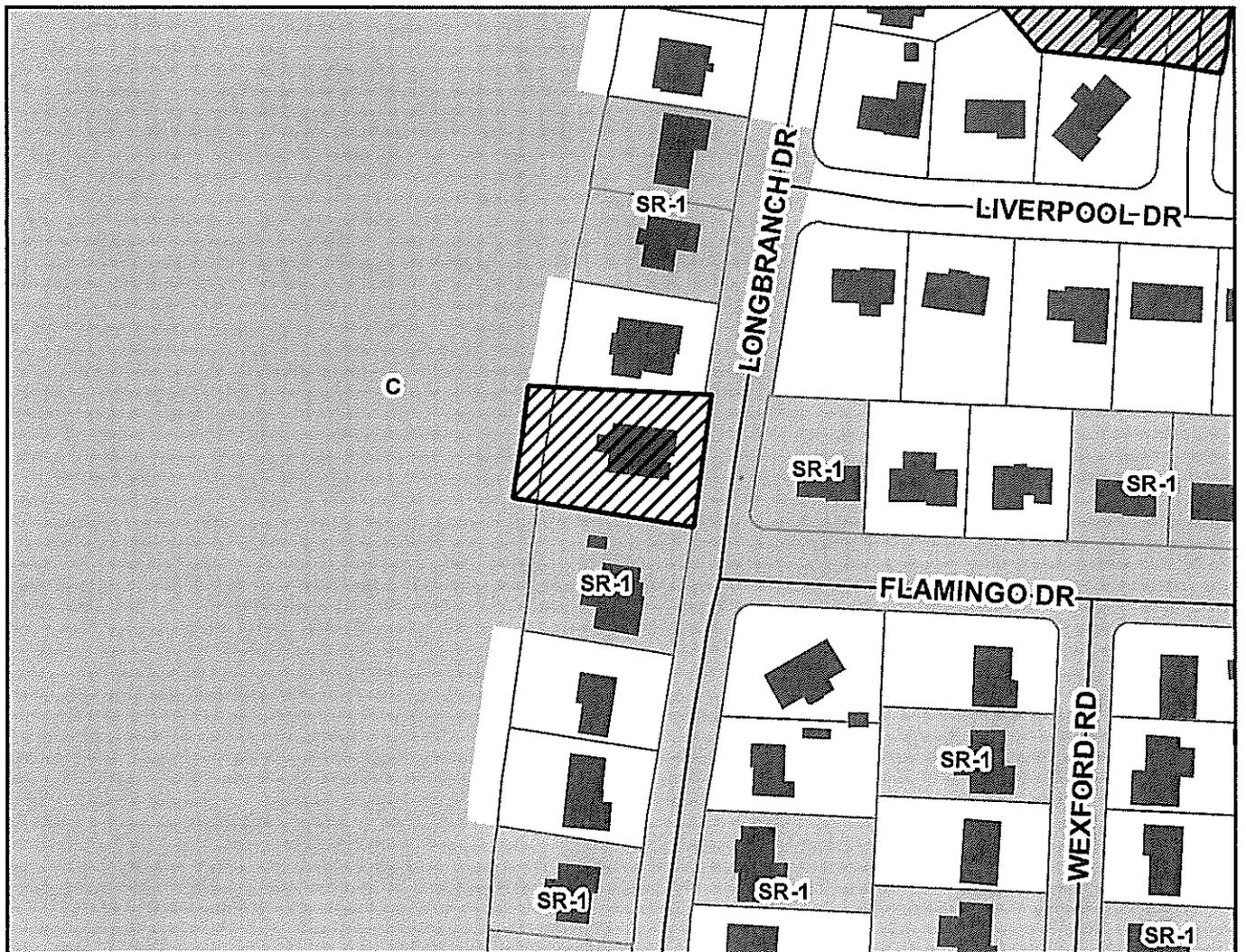
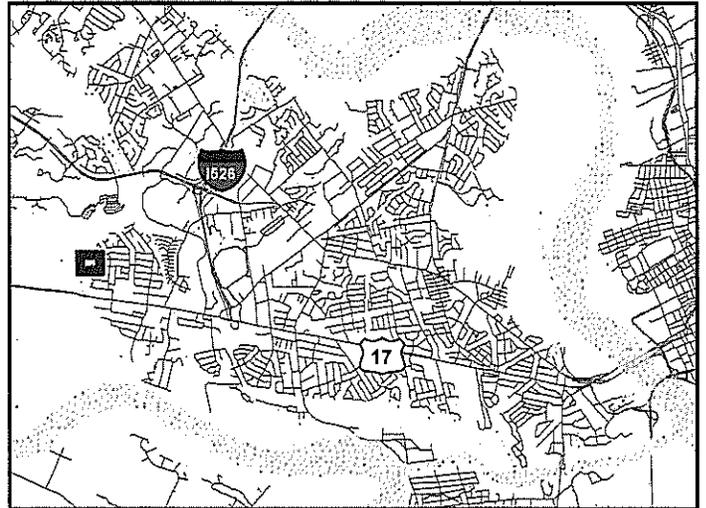
Parcel Address:
771 Longbranch Dr

TMS #:
3100100115

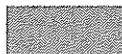
Acreage: 0.33

City Council District: 2

West Ashley



Subject Property



Corporate Limits
City of Charleston



Water





Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2947 MAYBANK HWY (2.97 ACRES) (TMS# 313-00-00-088), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. PROPERTY OWNED BY OAK FAMILY PROPERTIES LLC.

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

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

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

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

SAID PROPERTY to be annexed, 2947 Maybank Hwy, (2.97 acres) is identified by the Charleston County Assessors Office as TMS# 313-00-00-088 (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

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

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 2947 Maybank Hwy

Presented to Council: 11/22/2016

Status: Received Signed Petition

Owner Names: Oak Family Properties LLC

Year Built: 1979

Parcel ID: 3130000088

Number of Units: 1

Number of Persons: 0

Race: Vacant

Acreage: 2.97

Mailing Address: 2754 Maybank Hwy

Current Land Use: Residential

Address: Charleston, SC 29455

Current Zoning: OD-MHC

Requested Zoning: RO

City Area: Johns Island

Recommended Zoning: RO

Subdivision:

Appraised Value: \$315,500.00

Council District: 5

Assessed Value: \$18,930.00

Within UGB: Yes

Stormwater Fees: 72.00

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 17
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	St. Johns Water Service Area, CWS Sewer Service Area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation:

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

City of Charleston Annexation Map

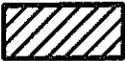
Parcel Address:
2947 Maybank Hwy

TMS #:
3130000088

Acreage: 2.97

City Council District: 5

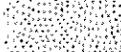
Johns Island



Subject Property



Corporate Limits
City of Charleston



Water



b(i).



Ratification Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS PROPERTY LOCATED ON ASHLEY HALL PLANTATION ROAD (44.59 ACRES) (TMS# 353-00-00-003 AND 353-00-00-004), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 2. PROPERTY OWNED BY THE ESTATE OF ROSINA KENNERLY SIEGNIUS.

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

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

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

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

SAID PROPERTY to be annexed, located on Ashley Hall Plantation Road, (44.59 acres) is identified by the Charleston County Assessors Office as TMS# 353-00-00-003 and 353-00-00-004 (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: Ashley Hall Plantation Road

Presented to Council: 11/22/2016

Status: Received Signed Petition

Owner Names: Estate of rosina Kennerty Siegnious

Year Built: 1704

Parcel ID: 3530000003

Number of Units: 3

Number of Persons: 2

and 3530000004

Race: 1 Af-Am, 1 Cauc

Acreage: 44.59

Mailing Address: 44 Markfield Dr Ste E

Current Land Use: Residential

Charleston, SC 29407

Current Zoning: R-4

Requested Zoning: SR-1 & LMK

City Area: West Ashley

Recommended Zoning: SR-1 & LMK

Subdivision:

Appraised Value: \$3,058,000.00

Council District: 2

Assessed Value: \$183,480.00

Within UGB: Yes

Stormwater Fees: 144

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

Notes/Comments:

City Plan Recommendation:

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

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

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately 44.59 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Numbers: TMS# 353-00-00-003 & 353-00-00-004 (Ashley Hall Plantation Road).

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

Dated this 4th day of
November, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

(Signature)

(Date)

Estate of Rosina Kennerty Siegnious
(Print Name) Duggan Law Firm, LLC
Special Administrator

(Signature)

(Date)

(Print Name)

City of Charleston Annexation Map

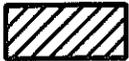
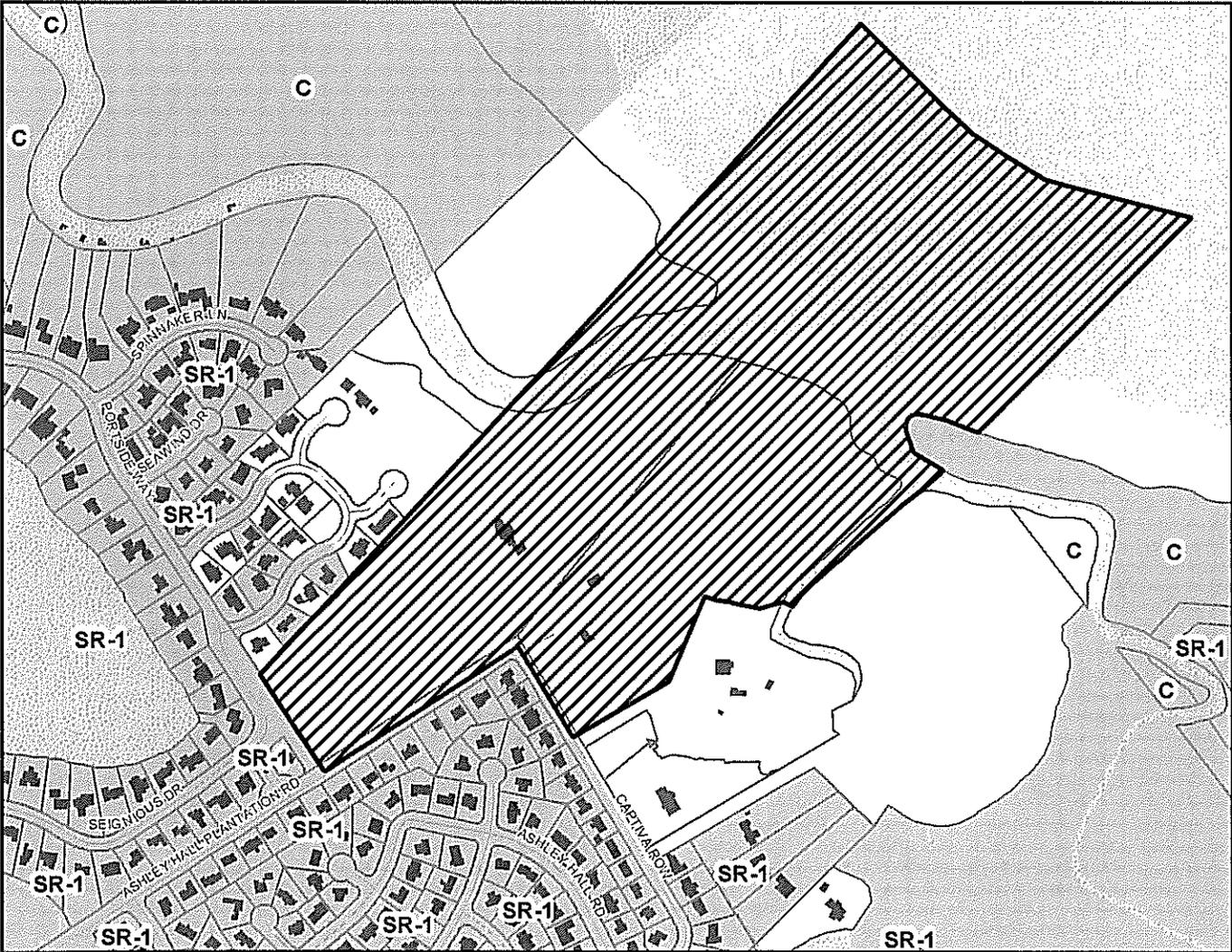
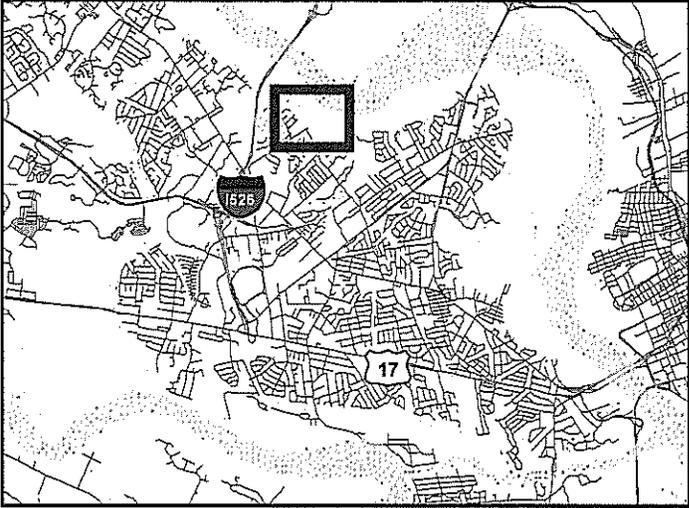
Parcel Address:
Ashley Hall Plantation Road

TMS#: 3530000003 & 004

Acreage: 44.59

Council District: 2

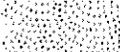
West Ashley



Subject Property



Corporate Limits
City of Charleston



Water

