



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., December 20, 2016, at City Hall, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Councilmember Moody

Approval of Minutes: December 6, 2016

- a. Bender Street Update
- b. Charleston School of Law Proposal re: Woolfe Street [Ordinance]
(Information to be placed on Councilmembers' desks)
- c. An ordinance authorizing the Mayor to execute the necessary documents on behalf of the City of Charleston as set forth in the Settlement Agreement and Release between the City of Charleston and Ct/St. John's Marina, LLC ("Marina"), which is attached hereto and incorporated herein as Exhibit 1 pertaining to the payment of \$25,000 to the Marina by the City and the transfer by the City of Charleston to the Marina of all rights, title and interest in the bridge and certain land underneath the bridge by Quit-Claim Deed, said property being located off of Old Maybank Highway, on John's Island, South Carolina.

C.)



Ratification
Number _____

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY OF CHARLESTON AS SET FORTH IN THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE CITY OF CHARLESTON AND CT/ST. JOHN'S MARINA, LLC ("MARINA"), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 1 PERTAINING TO THE PAYMENT OF \$25,000 TO THE MARINA BY THE CITY AND THE TRANSFER BY THE CITY OF CHARLESTON TO THE MARINA OF ALL RIGHTS, TITLE AND INTEREST IN THE BRIDGE AND CERTAIN LAND UNDERNEATH THE BRIDGE BY QUIT-CLAIM DEED, SAID PROPERTY BEING LOCATED OFF OF OLD MAYBANK HIGHWAY, ON JOHN'S ISLAND, SOUTH CAROLINA.

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

Section 1. The Mayor is hereby authorized to execute the necessary documents on behalf of the City of Charleston as set forth in the agreement between the City of Charleston and CT/St, John's Marina, LLC ("Marina"), which is attached hereto and incorporated herein as Exhibit 1 pertaining to payment of \$25,000 to the Marina and the transfer by the City of Charleston to the Marina of all rights, title and interest in the Bridge and certain land underneath the Bridge by quit-claim deed, said property being located off of Old Maybank Highway, on John's Island, South Carolina.

Section 2. This Ordinance shall become effective upon ratification.

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

BY: _____

John J. Tecklenburg
Mayor, City of Charleston

ATTEST: _____

Vanessa Turner Maybank
Clerk of Council

3. Transfer of Title to the Bridge: For and in further consideration of this Agreement and the releases provided and contained herein, the City agrees to transfer to Marina or at the election of Marina to St. Johns Yacht Harbor Association, Inc. all its right, title and interest in the Bridge and any underlying land under which the Bridge is situate pursuant to a quit-claim deed. (the "Transfer").

4. Replacement of the Bridge: For and in consideration of this Agreement and the releases provided and contained herein, the Marina agrees to perform the necessary replacement of Bridge. The replacement of the Bridge is subject to receiving all necessary permits from the City and any regulatory agency having jurisdiction over the replacement of the Bridge and the approval of the plans and specifications for the Bridge replacement by the City Engineer to confirm that they include and meet AASHTO guidelines and comply with all applicable regulations to allow for emergency vehicle access. Upon receipt of the necessary permits, the Marina agrees to complete the replacement project within nine (9) months from the date of commencement of construction of the replacement of the Bridge.

5. Releases:

a. By Marina as to City

Marina, in consideration of the payment of the Settlement Amount, the Transfer and other good and valuable consideration, do for themselves and their heirs and assigns, successors, subsequent purchasers, affiliates, or those claiming through them, hereby release, remise, acquit, and forever discharge City, its heirs, successors, assigns, partners, agents, and employees from any and all past, present, and future claims, demands, debts, rights, actions, damages (including, but not limited to, direct, indirect, incidental, consequential, statutory, and exemplary damages), costs, causes of actions, warranties, guarantees, suits at law or in equity, expenses and fees of attorneys, expenses and fees of consultants/experts losses, judgments, expenses, and claims of any nature or kind whatsoever, now existing or which may hereinafter accrue, whether known or unknown, whether concealed or hidden, whether suspected or unsuspected, arising out of or relating in any way to the failure of the Bridge, and all claims arising from or relating to the design, construction, manufacture, installation, maintenance, preservation, repair, or support of the Bridge or its components. This release is a complete, full, and final release of the CITY, only. Nothing in this Release shall operate to release a non-party hereto, including but not limited to any claims made in the civil action pending in the Ninth Judicial Circuit captioned CT/St. John's Marina, LLC v. Thomas & Hutton Engineering, Co. 2016-CP-10-692.

b. By City as to Marina

City, in consideration of the Marina's agreement to replace the Bridge and the release by Marina contained in Paragraph 5. a. above, and other good and valuable consideration, does for itself and its heirs and assigns, successors, affiliates or those claiming through them, hereby release, remise, acquit, and forever discharge Marina, its insurers, heirs, successors, assigns, partners, agents, sureties, affiliates, subsidiaries, parent companies, predecessor companies, attorneys, dealers and distributors, retailers, wholesalers, suppliers, members, managers, owners, shareholders, officers, directors, servants, and employees of and from any and all past, present and future claims, demands, debts, rights, actions, damages (including, but not limited to, direct,

indirect, incidental, consequential, statutory, and exemplary damages), costs, causes of actions, warranties, guarantees, suits at law or in equity, expenses and fees of attorneys, expenses and fees of consultants/experts, losses, judgments, expenses, and claims of any nature or kind whatsoever, now existing or which may hereafter accrue, whether known or unknown, whether concealed or hidden, whether suspected or unsuspected, and whether or not heretofore asserted, arising out of or relating in any way to the failure or past maintenance of the Bridge.

6. **Merger:** This Agreement contains, merges, and integrates the entire settlement agreement and understanding between the parties, and there are no other oral or written agreements, promises, or understandings between the parties. The Agreement may be amended only by a written instrument specifically designated as an amendment to this Agreement and executed by all parties hereto. The parties to this Agreement hereby acknowledge that this compromise and settlement is and shall be a complete bar to any subsequent action or proceeding to set aside or vacate this instrument because of a mistake in fact or otherwise.

7. **No Admission of Liability:** The parties to this Agreement agree and acknowledge that this settlement is a compromise of disputed claims and neither the existence of the Agreement, nor any recitals, terms, conditions, or other statements contained in it, nor the payment of the Settlement Amount, shall be construed as an admission of liability for any allegation or claim. Consequently, this Agreement shall not be admissible in any lawsuit or in any other action, suit, or legal proceeding as evidence of any liability, culpability, or fault on the part of any party.

8. **Costs:** The parties agree that each party hereto shall bear the costs of his, her or its own attorneys' fees and other costs related to this Agreement.

9. **Advice of Counsel/No Inducement:** The parties declare and represent that they have read this Agreement and acknowledge that they have had the opportunity to seek the advice of counsel, and that no promise, inducement, or agreement not herein expressed has been made to them, and that the terms of this instrument are contractual and not a mere recital.

10. **Counterparts:** This Agreement may be executed in counterparts. In this event, this Agreement shall become effective and binding upon the parties at such time as all the signatories have signed a counterpart.

11. **Successors in Interest:** This instrument shall be binding on all the parties' successors in interest, heirs, purchasers, and assignees.

12. **Governing Law:** This Agreement shall be governed, construed, interpreted, and enforced in accordance with the laws and jurisdiction of the State of South Carolina.

13. **Severability:** If any paragraph, sentence, or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall not be affected except that if the City is unable to pay the Settlement Amount to transfer the Bridge and any underlying land under which the Bridge is situate to Marina, this entire agreement shall be considered VOID.

14. **Paragraph Headings:** The paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered the foregoing Settlement Agreement and Release as of the day and year first written above.

IN THE PRESENCE OF:

**CAUTION: READ BEFORE SIGNING.
FULL, FINAL, AND COMPLETE
RELEASE.
THIS RELEASE ENDS ALL CLAIMS.**

Witness

City of Charleston

Witness

Name: _____

Its: _____

Date: _____

**CAUTION: READ BEFORE SIGNING.
FULL, FINAL, AND COMPLETE
RELEASE.
THIS RELEASE ENDS ALL CLAIMS.**

~~_____
Signature~~

CT/St. John's Marina, LLC

Alejandra A. Tamez
Witness

By: John P. Jones

Name: Member

Its: _____

ACG
Witness

Date: 12-12-16

