JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:30 p.m., March 22, 2016, at Charles Towne Landing, Founders Hall, 1500 Old Towne Road. The agenda will be as follows:

AMENDED AGENDA

Invocation – Councilmember Riegel

Approval of Minutes: March 7, 2016

a.)Request authorization from the Mayor to execute the attached Temporary Construction Easement Agreement between the City of Charleston and E.C. Lofts, LLC [a portion of Moultrie Street (paper right-of-way)]

b.)Consider the following annexations:

(i) 2066 Vestry Drive (TMS# 355-14-00-022) 0.28 acre, West Ashley (District 2)

(ii) 604 Savannah Highway (TMS# 421-03-00-179) 0.24 acre, West Ashley (District 11)

(iii) Savannah Highway (TMS# 286-00-00-033) 16.01 acres, West Ashley (District 5)

c.)A Resolution authorizing the Mayor to execute on behalf of the City the necessary documents to lease or license from Charleston County, for a period of sixty days, a building known as the County Work Center for use as a temporary shelter for those displaced from the homeless encampment known as "Tent City", and to enter into a Memorandum of Understanding with professional service providers for the provision of services to clients at the temporary shelter.

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee **DATE:** 3/22/16

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: A portion of Moultrie Street (paper right-of-way)

TMS:

Action Request: Request authorization from the Mayor to execute the attached Temporary Construction Easement Agreement between the City of Charleston and E.C. Lofts, LLC.

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

***COORDINATION*: The request has been coordinated with:**

All supporting documentation must be included

	Signature	Attachments
Department Head		☐
Legal Department		☒
Chief Financial Officer		☐
Director Real Estate Management		☒
		☐

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

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

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** 3/22/16

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: A portion of Moultrie Street (paper right-of-way)

TMS:

ACTION REQUEST: Request authorization from the Mayor to execute the attached Temporary Construction Easement Agreement between the City of Charleston and E.C. Lofts, LLC.

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

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

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

- ☐ DONATION/TRANSFER
  Donated By: _____
- ☐ FORECLOSURE
  Terms: _____
- ☐ PURCHASE
  Terms: _____
- ☐ CONDEMNATION
  Terms: _____
- ☐ OTHER
  Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

- ☐ NON-PROFIT ORG, *please name* _____
  Terms: _____
- ☐ OTHER
  Terms: _____

☒ **EASEMENT** | Grantor (Property Owner) City of Charleston Grantee E.C. Lofts, LLC

- ☐ PERMANENT
  Terms: _____

COMMERCIAL REAL ESTATE FORM

☒ **TEMPORARY**

Terms: The City agrees to allow E.C. Lofts, LLC temporary access of a portion of Moultrie Street to be used as a temporary construction easement and a crane over swing area for the purpose of facilitating a construction project on the adjacent property owned by the E.C. Lofts, LLC. The term of this agreement is for three (3) years the option to extend for an additional six months, commencing on May 1st, 2016 and ending on April 30th, 2016. The City will receive $12,000 per year for a total of $36,000 as payment. Lofts may extend this agreement on a month-to-month basis for up to an additional six months at a cost of $1,000 per month.

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

☐ **INITIAL**

Terms: _____

☐ **RENEWAL**

Terms: _____

☐ **AMENDMENT**

Terms: _____

☐ **Improvement of Property**

Owner: _____

Terms: _____

_____

***BACKGROUND CHECK*: If Property Action Request is for the sale or lease of city property, has a background check been completed?**

Yes ☐ **No** ☐ **N/A** ☒

Results: _____

Signature: Colleen Carducci

Director Real Estate Management

***ADDITIONAL:* Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.**

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of March, 2016, by and between E. C. Lofts, LLC ("Lofts") and the City of Charleston, South Carolina (the "City").

RECITALS:

R-1. Lofts is the owner of real property located on the northwest corner of the intersection of Huger Street and Meeting Street, in the City of Charleston, South Carolina, as more particularly described and shown on Exhibit A attached to this Agreement (the "Lofts Property").

R-2. Moultrie Street is a paper right-of-way in the City of Charleston and is immediately adjacent to the Lofts Property more particularly described and shown on Exhibit B attached to this Agreement (the "Temporary Construction Easement Property").

R-3. Lofts plans to construct one or more improvements on the Lofts Property and desires to obtain from the City (i) crane overswing rights on a portion of the Temporary Construction Easement Property for the duration of the construction period of the improvements, and (ii) a temporary construction easement over the Temporary Construction Easement Property for access to the Lofts Property as well as for use as a staging area for the construction of the improvements on the Lofts Property.

R-4. The City desires to grant to Lofts a crane overswing and a temporary construction easement in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration as set forth herein, including the sum of Ten Dollars ($10.00) to each in hand paid, at and before the sealing of these presents, in the State aforesaid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above are hereby incorporated into this Agreement as if set forth herein in their entirety *ver batim*.

2. Crane Overswing. Subject to the terms and conditions set forth in this Agreement, the City hereby grants to Lofts, its contractors, agents and employees, a crane overswing easement for a portion of the Temporary Construction Easement Property shown on Exhibit C (the "Overswing Easement Area"). Lofts, its contractors, agents and employees, shall be allowed to swing the boom of the construction crane (the "Crane") over the Overswing Easement Area through the termination of this Agreement. Lofts, and its contractors, agents and employees, shall operate the Crane, conduct staging, lay-down, ingress, egress and parking and other incidental uses in the Temporary Construction Easement ("Construction Activities") (a) in

a safe and workmanlike manner, (b) in accordance with generally accepted construction practices in the State of South Carolina, (c) in accordance with all applicable federal, State of South Carolina and local laws and regulations, and (d) in compliance with all necessary permits. In the construction of the improvements on the Lofts Property, Lofts, its contractors, agents and employees, shall take all reasonable, necessary and appropriate steps arising out of the Construction Activities to (a) preserve and protect the Temporary Construction Easement Property from damage, (b) obtain all permits and licenses required for proper construction, operation, and dismantling of the Construction Activities, and (c) confer with the appropriate personnel at all applicable utilities to identify and resolve potential safety problems that may arise due to the construction, operation, or dismantling of the Construction Activities. In the event any damage occurs to the Temporary Construction Easement Property, Lofts shall restore the Temporary Construction Easement Property to the condition that existed prior to the commencement of the operation of the Crane or better, and shall also comply with the requirements set forth in Section 4 herein.

3. Temporary Construction Easement. Subject to the terms and conditions set forth in this Agreement, the City grants to Lofts and its contractors, agents and employees a temporary construction easement, license and permission to access the Temporary Construction Easement Property for the purposes of Construction Activities, including: (a) ingress and egress to the Lofts Property, (b) use of the Temporary Construction Easement Property for a staging area for the construction of the improvements on the Lofts Property, (c) use of the Temporary Construction Easement Property as a lay down area for equipment and supplies to be used in the construction of improvements on the Lofts Property, (d) parking vehicles and construction trailers during the construction of the improvements on the Lofts Property, and (e) such other incidental uses as may be necessary or desirable during the construction of the improvements on the Lofts Property. Lofts and its contractors, agents and employees shall operate on the Temporary Construction Easement Property (a) in a safe and workmanlike manner, (b) in accordance with generally accepted construction practices in the State of South Carolina, (c) in accordance with all applicable federal, State and local laws and regulations and (d) in compliance with all necessary permits.

4. Indemnification. Lofts shall indemnify, defend and hold harmless the City, from and against any and all loss, costs, expense (including court costs and reasonable attorney's fees), damage, injury or death to persons, damage to property (real and personal), suits, causes of action, judgments, liabilities, fines and claims of any nature, in each case in any way arising from or out of, or in connection with, or relating to (arising from or out of, or in connection with, or to relate to, in whole or in part, (a) Lofts' activities performed on the Temporary Construction Easement Property, and (b) any breach or by Lofts in the performance or observance of its obligations under this Agreement. When the City submits notice, the Lofts shall promptly defend any aforementioned action at no cost to the City. This obligation shall survive the suspension or termination of this Temporary Construction Easement Agreement. The limits of the Lofts' insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

5. Insurance. Lofts shall maintain and agrees to cause its general contractors, subcontractors and crane operators to maintain commercial general liability insurance against all

claims for personal injury, death and property damage in an amount not less than One Million and No/100 Dollars ($1,000,000.00) with respect to injuries or death in any one accident and One Million and No/100 Dollars ($1,000,000.00) with respect to property damage, and shall provide evidence of same upon the request of the City. The City shall be named as an additional insured on all of the afore-stated insurance policies.

6. Payment. Lofts shall pay to the City, as consideration for entering into this Agreement, the amount of Thirty-Six Thousand and No/100 Dollars ($36,000.00), which shall be due and payable as follows: $12,000.00 no later than 30 days prior to May 1, 2016; $12,000.00 no later than 30 days prior to May 1, 2017 and $12,000.00 no later than 30 days prior to May 1, 2018. In the event Lofts extends the term of this Agreement in accordance with Section 7 herein, Lofts shall pay the City a monthly extension fee of $1,000.00 as provided in Section 7 herein.

7. Term. The term of this Agreement shall commence on May 1, 2016 and expire on April 30, 2019. Notwithstanding the above, Lofts may extend the term of this Agreement on a month to month basis for up to six (6) months by paying the City the amount of One Thousand Dollars and No/100 Dollars ($1,000.00) per month (the "Monthly Extension Fee"). Lofts shall notify the City in writing of its desire to extend the term for an additional month within 30 days prior to the expiration of the then current term or extension term, as applicable, and shall pay to the City the Monthly Extension Fee within 10 days prior to first day of the month in which the month to month term is being extended.

8. Governing Law. This Agreement shall be governed by, construed and enforced according to the laws of the State of South Carolina. This Agreement was negotiated between the parties and shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

9. Notices. All notices shall be given in writing and delivered either by personal messenger, or by overnight courier. Notices to the parties shall be effective on delivery and shall be delivered to the following addresses:

(a) if to Lofts: Kane Realty Corporation
4321 Lassiter at North Hills Ave.
Suite 250, Raleigh, NC 27609
Attn: John Kane

with copies to: Asmar, Schor & McKenna, PLLC
5335 Wisconsin Avenue, NW
Suite 400
Washington, DC 20015
Attn: John McKenna

(b) if to the City: The City of Charleston
80 Broad Street
Charleston, SC 29401
Attn: Mayor John J. Tecklenburg

with copies to: Adelaide S. Andrews
Deputy Corporation Counsel
50 Broad Street
Charleston, SC 29401

and Colleen Carducci
Real Estate Manager
City of Charleston
#2 George Street
Charleston, SC 29401

The parties hereto shall be responsible for notifying each other of any change of address and additional notice parties.

10. Authority. Each party hereto represents, warrants and covenants to the other party that the person(s) signing this Agreement on behalf of each party have full power and authority to enter into this Agreement and to perform its obligations hereunder.

11. Covenants Running with the Land. The terms, conditions and provisions of this Agreement shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in title.

12. Assignment. Notwithstanding anything to the contrary in this Agreement, neither party hereto shall assign this Agreement or any rights or obligations hereunder, in part or in whole, except each party shall have the right to assign, and shall assign, this Agreement and all rights granted to it hereunder to any future owner(s) of title to the Lofts Property or the Temporary Construction Easement Property, and shall cause such future owners to assume the obligations hereunder with respect to the property it owns.

13. Cost of Enforcement. If either party brings suit or any other action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, and costs of enforcement.

14. No Personal Liability. No officer, director, manager, shareholder, trustee, representative, consultant, contractor, employee, agent, successor or assign of either party hereto shall be personally liable for the performance of or failure to perform any term or condition of this Agreement. Each party hereto shall look solely to the assets of the other party for satisfaction of the obligations hereunder.

15. Entire Agreement; Severability; Modifications. This Agreement and any Exhibits hereto constitute the entire contract between Lofts and the City with respect to the subject matter of this Agreement, and neither party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth in this Agreement. The provisions of this Agreement are severable and the invalidity of one or more of the provisions shall not affect the validity or

enforceability of any other provisions. Modifications, waivers and consents regarding this Agreement shall only be binding if in writing and signed by both parties.

16. Counterparts. This Agreement may be executed in one or more counterparts, by original, and when executed by all parties shall constitute one and the same instrument.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

Lofts:

E. C. Lofts, LLC

By: _____
Name: John Kane
Title: Manager

_____
(Signature of Witness #1)

_____
(Signature of Witness #2)

State of NC)
Wake) ss.:

On this 11th day of March, 2016, before me personally appeared John M. Kane, the Manager of E. C. Lofts, LLC, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument as the Manager of E. C. Lofts, LLC, and he/she acknowledged that he/she executed the foregoing instrument by his/her signature here as the Manager of E. C. Lofts, LLC.

Sworn to (or affirmed) and subscribed before me this the 11th day of March, 2016.

(Official Seal)

SHELLY O. KANGAS NOTARY PUBLIC WAKE COUNTY, NC

_____
Official Signature of Notary (SEAL)

Shelly O. Kangas, Notary Public
Notary's printed or typed name

Wake County, NC

My commission expires: 5.6.17

The City:

The City of Charleston, South Carolina

By: _____
Name: _____
Title: _____

_____
(Signature of Witness #1)

_____
(Signature of Witness #2)

State of _____)
ss.:
_____)

On this _____ day of _____, 2016, before me personally appeared _____, the _____ of the City of Charleston, South Carolina, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument as the _____ of the City of Charleston, South Carolina, and he/she acknowledged that he/she executed the foregoing instrument by her signature here as the _____ of the City of Charleston, South Carolina.

Sworn to and subscribed before me this _____ day of _____, 2016.

(Official Seal)

_____
Official Signature of Notary

_____, Notary Public
Notary's printed or typed name

_____ County, South Carolina

My commission expires: _____

EXHIBIT A

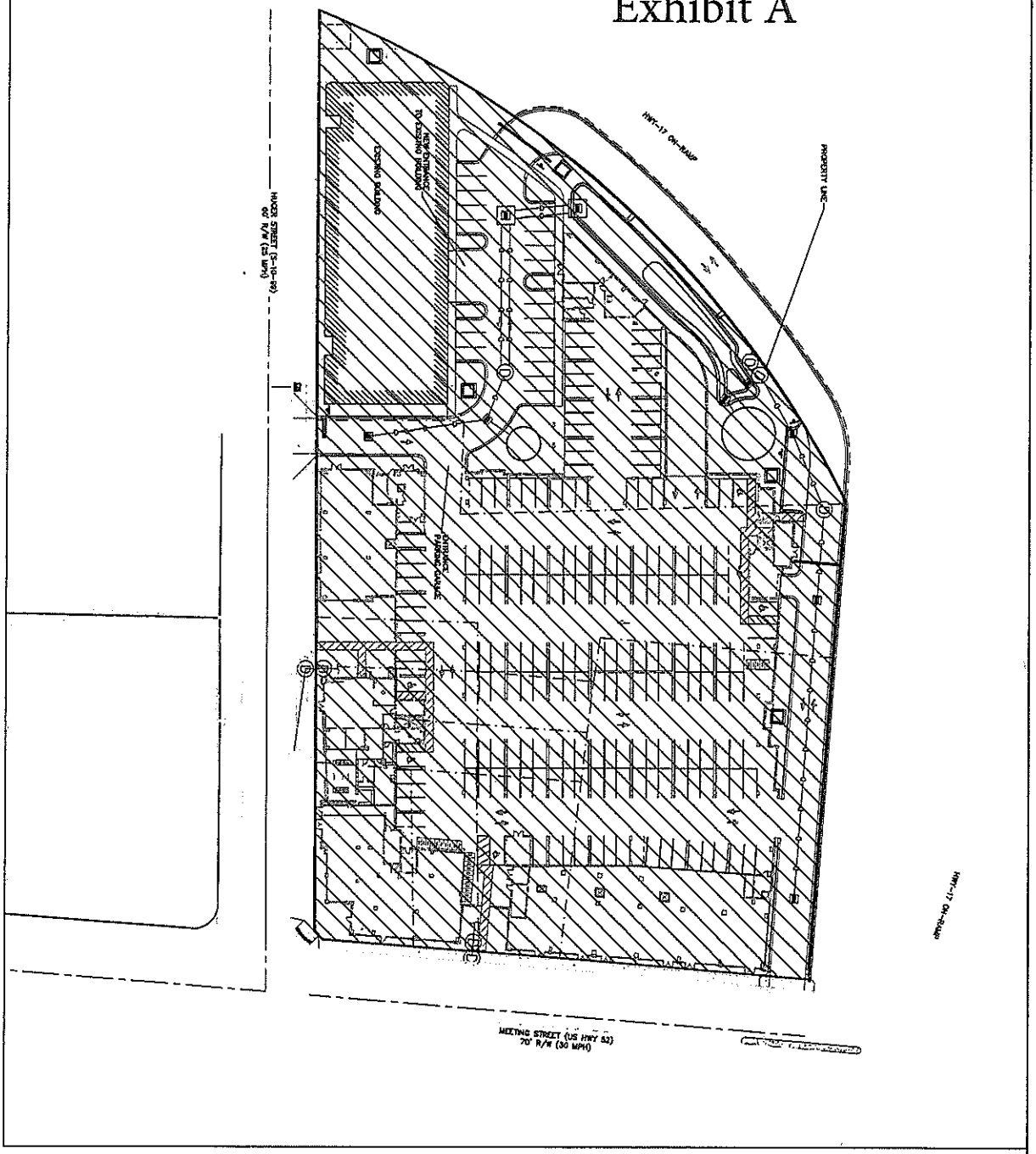
The Lofts Property

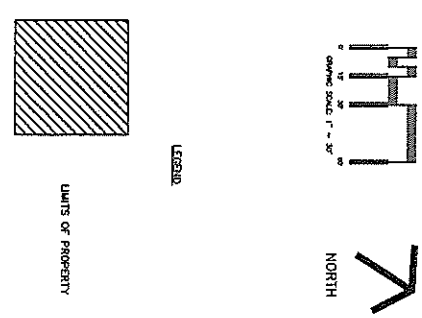
[See Attached]

COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC.

THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION.

Exhibit A





EAST CENTRAL LOFTS-PHASE 2
PROPERTY
EXHIBIT
SHEET 1 of 3

NO.	DATE	REVISION NOTES	BY

DRAWN BY:
CHECKED BY:
PROJECT:
DATE: 3.10.15

EAST CENTRAL LOFTS - PHASE 2
601 MEETING STREET
CITY OF CHARLESTON, SOUTH CAROLINA, 29492

SW SEAMONWHITESIDE
501 Wando Park Blvd., Suite 200
Mount Pleasant, SC 29464-7849
843.884.1667 (f) 843.884.6944
607 Pendleton Street, Suite 100
Greenville, SC 29601-3119
864.298.0534 (f) 864.298.8018

Exhibit B

Temporary Construction Easement Property
Moultrie Street (*paper right-of-way*),
City of Charleston, South Carolina

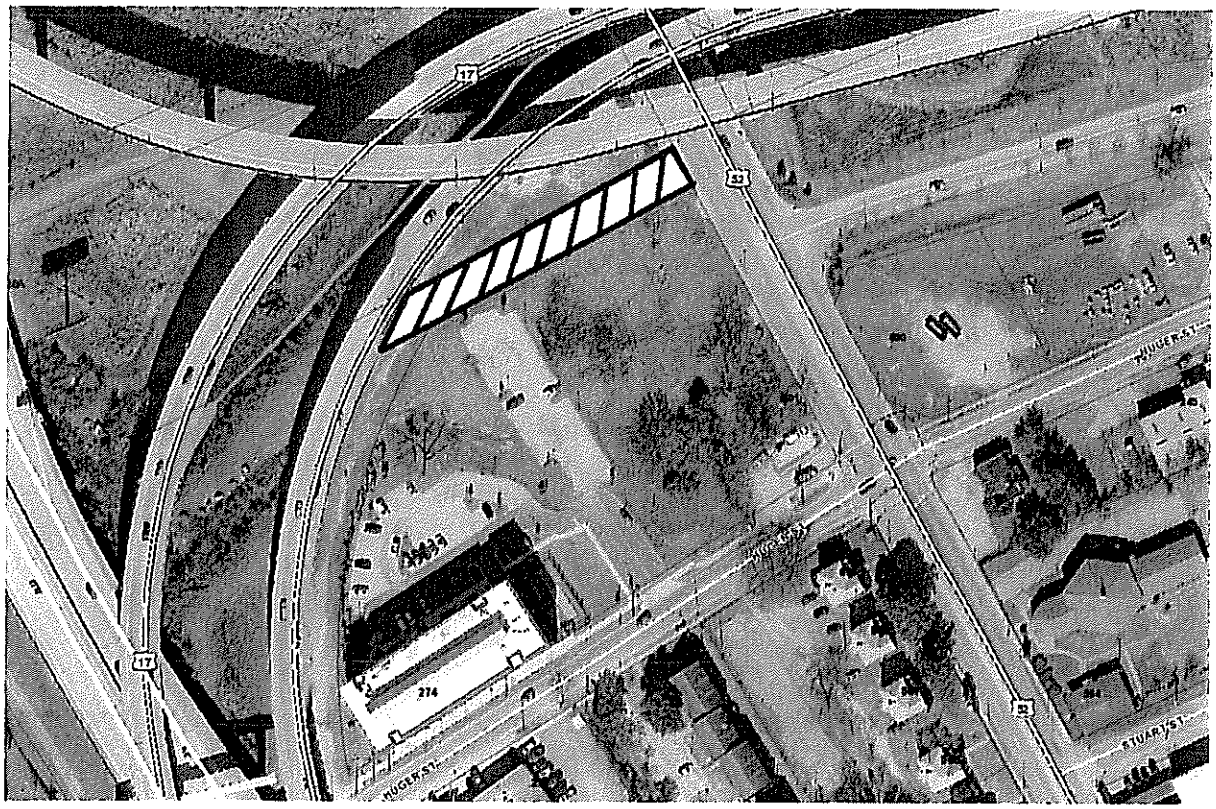
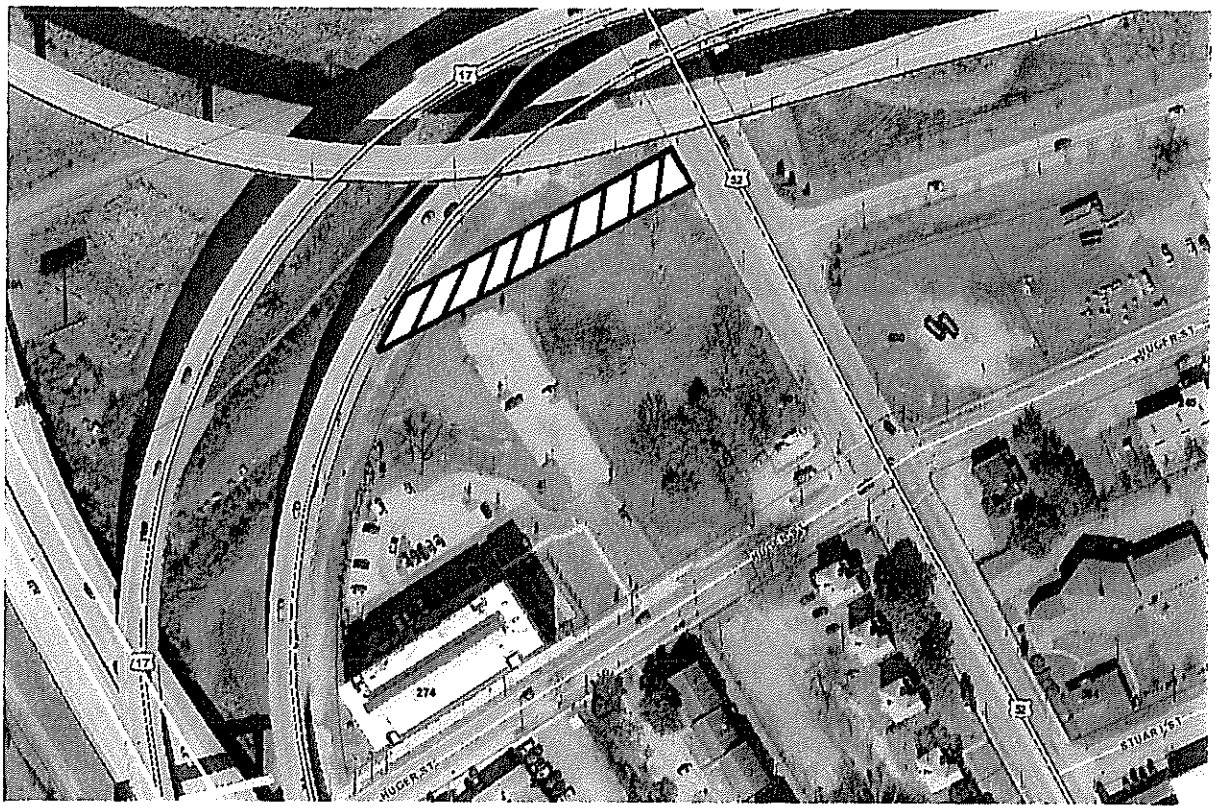


Exhibit C

Over swing Easement Area
Moultrie Street (*paper right-of-way*),
City of Charleston, South Carolina



b(i)

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2066 VESTRY DRIVE (0.28 ACRE) (TMS# 355-14-00-022), 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.

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, 2066 Vestry Drive, (0.28 acre) is identified by the Charleston County Assessors Office as TMS# 355-14-00-022, (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: 2066 Vestry Drive

Owner Names: Ruben Nelson

Parcel ID: 3551400022

Mailing Address: 2066 Vestry Dr
Charleston, SC 29414

City Area: West Ashley
Subdivision: Church Creek
Council District: 2
Within UGB: Yes

Presented to Council: 3/22/2016
Status: Received Signed Petition
Year Built: 1968
Number of Units: 1
Number of Persons: 2
Race: African-American
Acreage: 0.28
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $154,700.00
Assessed Value: $6,190.00
Stormwater Fees: 0.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 16
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 0.28 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 355-14-00-022 (2066 Vestry Drive).

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 19th day of February, 2016

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
Ruben Nelson (Signature)	02/28/16 (Date)
Ruben Nelson (Print Name)	
Ruben Nelson (Signature)	02/28/16 (Date)
Ruben Nelson (Print Name)	

City of Charleston
Annexation Map

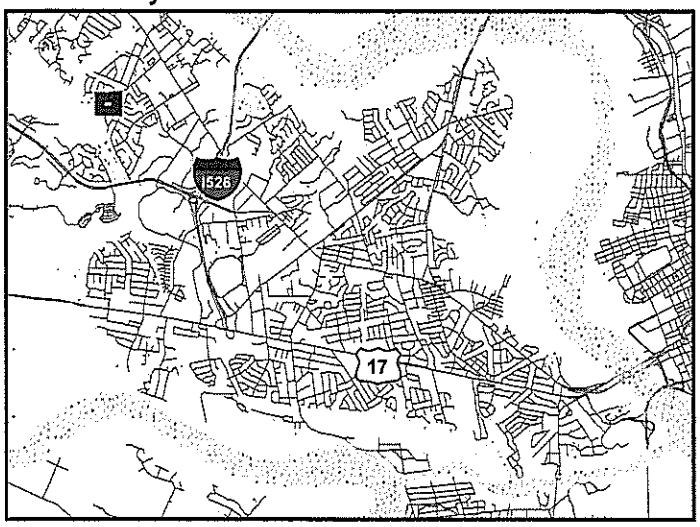
Parcel Address:
2066 Vestry Dr

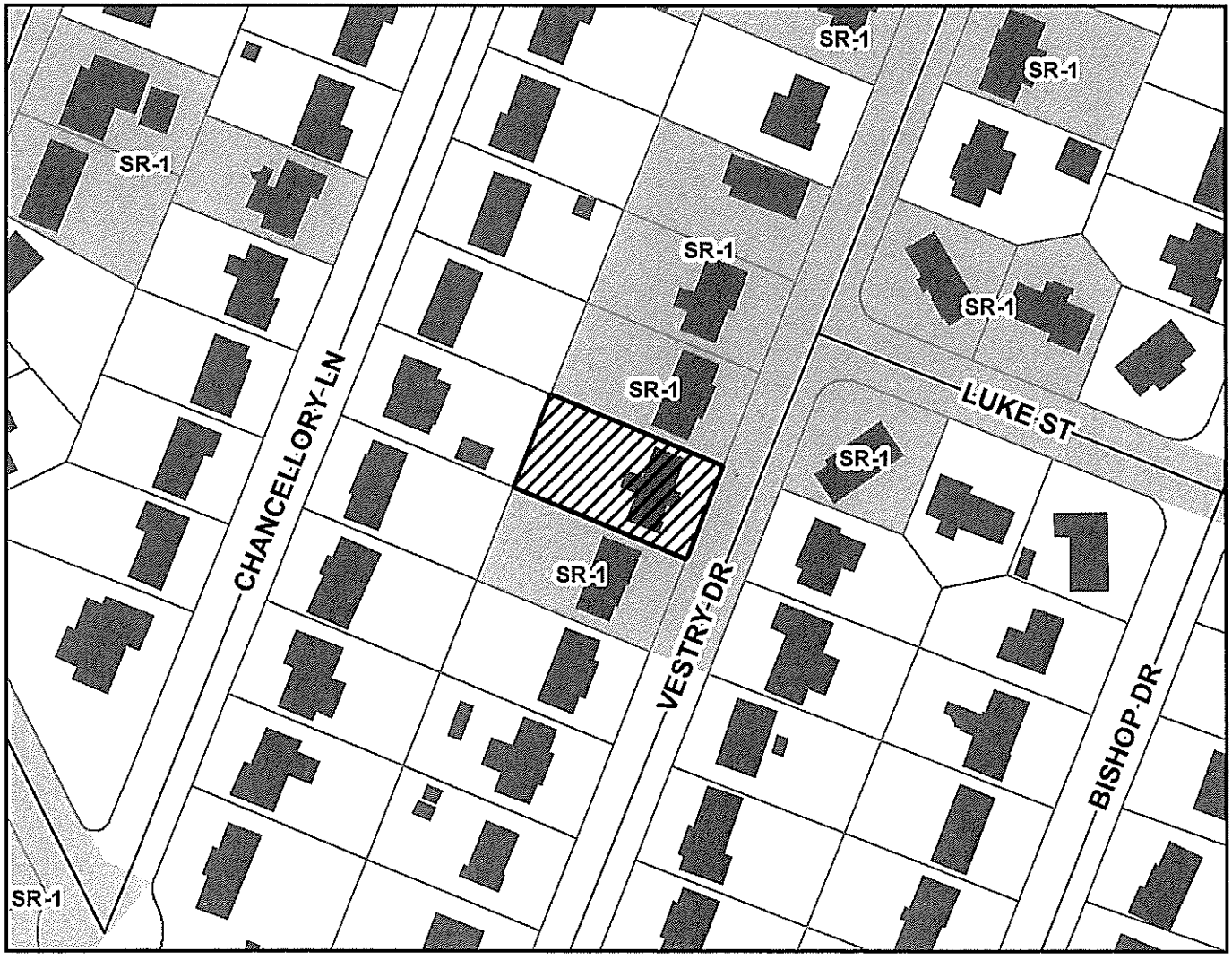
TMS #:
3551400022

Acreage: 0.28

City Council District: 2

West Ashley





Subject Property

Corporate Limits
City of Charleston

Water

N

b(ii)

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 604 SAVANNAH HIGHWAY (0.24 ACRE) (TMS# 421-03-00-179), 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 11.

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

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

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

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

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

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 604 Savannah Highway, (0.24 acre) is identified by the Charleston County Assessors Office as TMS# 421-03-00-179, (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: 604 Savannah Highway

Owner Names: JSF Properties LLC

Parcel ID: 4210300179

Mailing Address: P.O. Box 13119
Charleston, SC 29422

City Area: West Ashley
Subdivision: Moreland
Council District: 11
Within UGB: Yes

Presented to Council: 3/22/2016
Status: Received Signed Petition
Year Built: 1948
Number of Units: 1
Number of Persons: 0
Race: Commercial
Acreage: 0.24
Current Land Use: Commercial
Current Zoning: OD-STA
Requested Zoning: RO
Recommended Zoning: RO
Appraised Value: $456,200.00
Assessed Value: $27,370.00
Stormwater Fees: To Be Calculated

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 10
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No 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 .24 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 421-03-00-179
(Address: 604 Savannah Highway).

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 10 day of March, 2016

FREEHOLDERS (OWNERS) SIGNED DATE OF SIGNATURE

(Signature) (Date)

JSF Properties, LLC
Shirley C. Ferguson, member/manager
(Print Name)

Shirley C Ferguson 03-10-2016
(Signature) (Date)

Shirley C Ferguson
(Print Name)

City of Charleston
Annexation Map

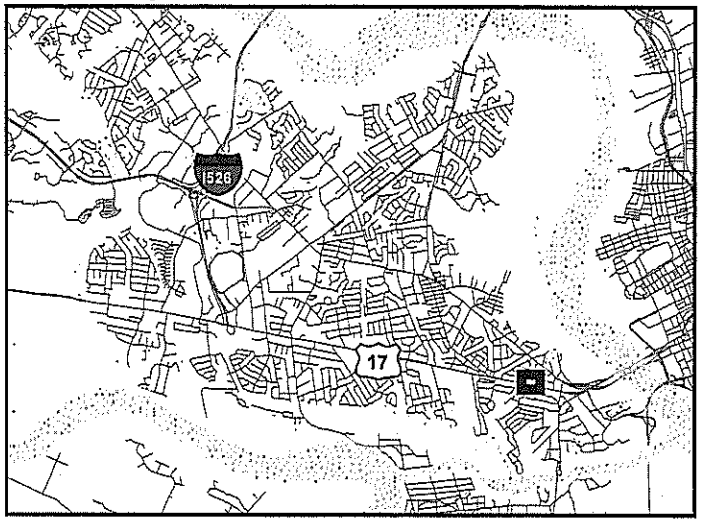
Parcel Address:
604 Savannah Hwy

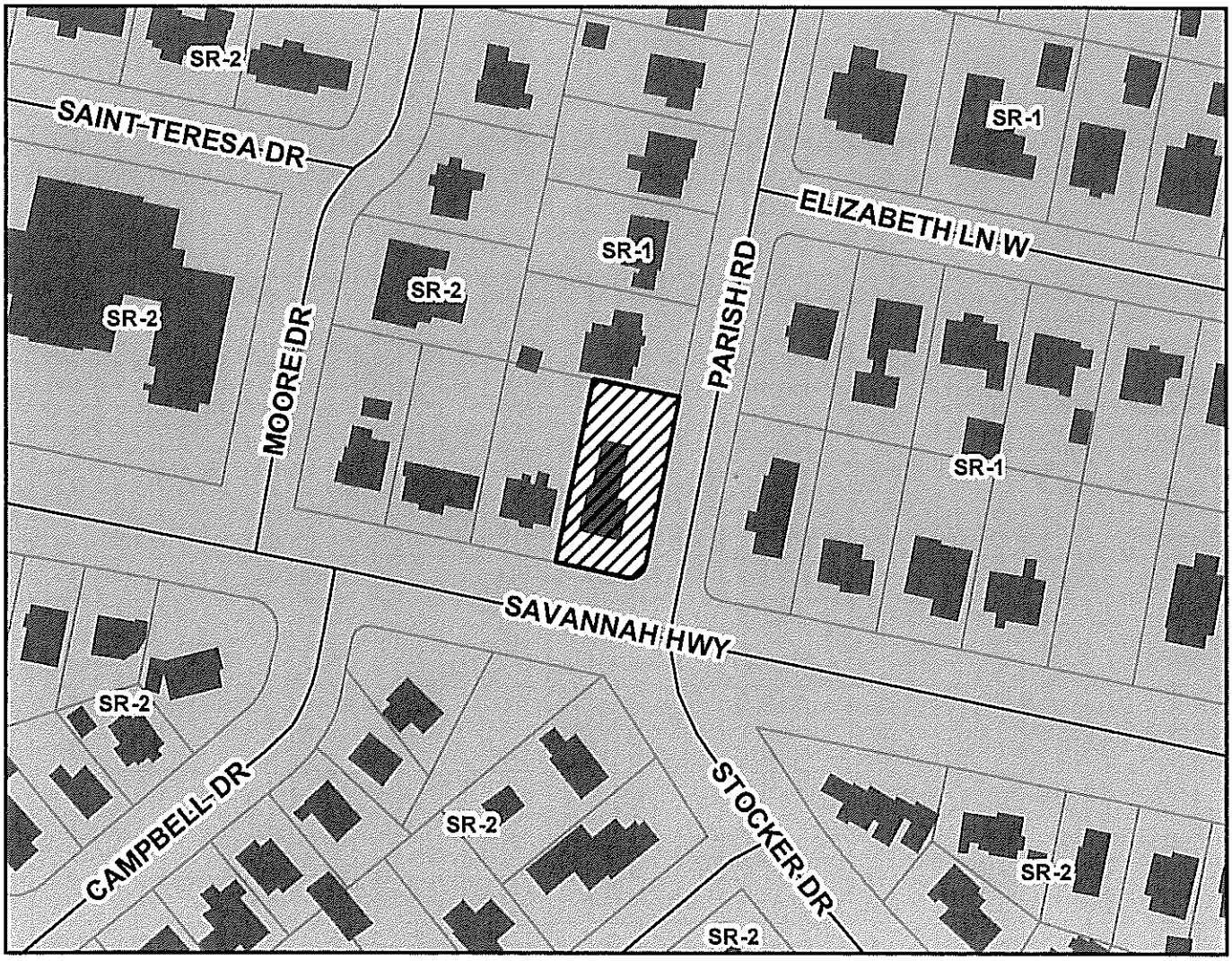
TMS #:
4210300179

Acreage: 0.24

City Council District: 11

West Ashley





b(iii)

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS SAVANNAH HIGHWAY (16.01 ACRES) (TMS# 286-00-00-033), 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 5.

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, Savannah Highway, (16.01 acres) is identified by the Charleston County Assessors Office as TMS# 286-00-00-033, (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: Savannah Highway

Owner Names: Selaf Gateway Village LLC

Parcel ID: 2860000033

Mailing Address: 3424 Peachtree Rd Ste 2200
Atlanta, GA 30326

City Area: West Ashley
Subdivision:
Council District: 5
Within UGB: Yes

Presented to Council: 3/22/2016
Status: Received Signed Petition
Year Built: NA
Number of Units: 0
Number of Persons: 0
Race: Vacant
Acreage: 16.01
Current Land Use: Vacant Commercial
Current Zoning: CC
Requested Zoning: GB
Recommended Zoning: GB
Appraised Value: $2,191,802.00
Assessed Value: $131,510.00
Stormwater Fees: To Be Calculated

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 19
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Additional State-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	Good Condition
Pavement Markings	Good Condition
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is an undeveloped site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

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

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

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately 16.01 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 286-00-00-033 (Savannah Highway).

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 2nd day of March, 2016

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
(Signature)	3-10-16 (Date)
(Print Name)	
(Signature)	(Date)
(Print Name)	

City of Charleston
Annexation Map

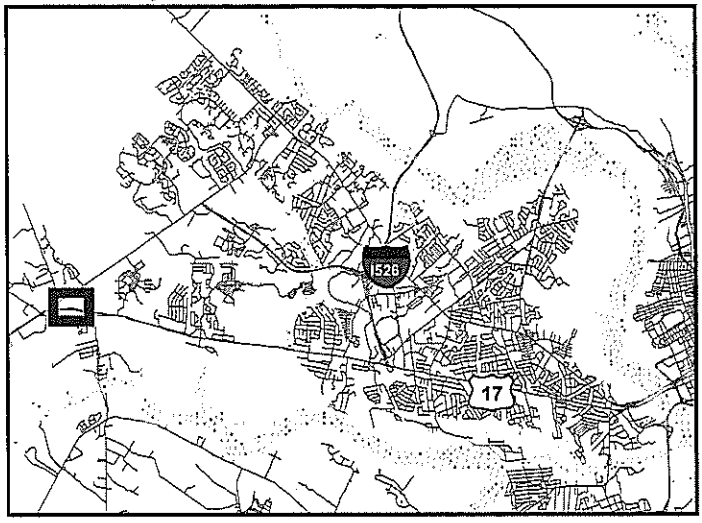
Parcel Address:
Savannah Hwy

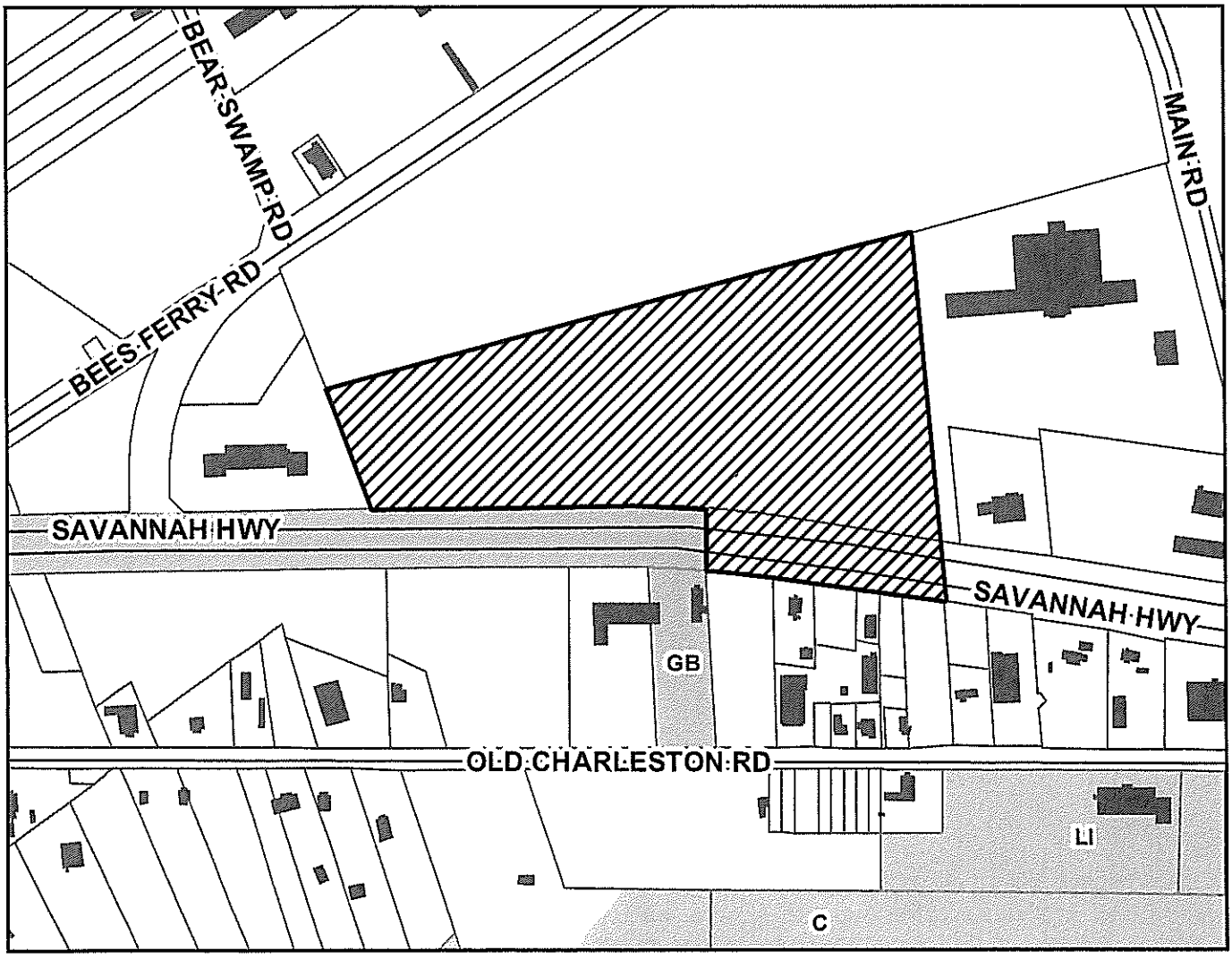
TMS #:
2860000033

Acreage: 16.01

City Council District: 5

West Ashley





Subject Property

Corporate Limits
City of Charleston

Water

N