



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., May 23, 2016, at City Hall, 80 Broad Street. The agenda will be as follows:

**AGENDA**

Invocation – Councilmember Riegel

Approval of Minutes: May 10, 2016

- a.) Request authorization of the Mayor to execute the attached Easement and License Agreement between the City and the U.S. General Services Administration (TMS: 457-12-04-016; 101 Broad Street)
- b.) Request authorization of the Mayor to execute the attached Temporary Access License Agreement between the City and the North Charleston Sewer District to install, maintain, and remove a temporary above ground sewer line (TMS: 464-02-00-051; 1820 Harmon Street)
- c.) Request approval of the Mayor to execute the attached lease agreement between the City of Charleston and the Medical University of South Carolina for the parking lot located at Fishburne Street (between Hagood and Horizon Streets), Charleston, SC 29403 [Fishburne Street Parking Lot (Hagood Lot)]
- d.) Request authorization from the Mayor to execute the attached Resolution approving an amendment to the Joint County Industrial Park Agreement between Berkeley County and Williamsburg County so as to include a parcel of property for a project undertaken by Blackbaud, Inc. and Holder Construction Group, LLC; and a fee-in-lieu tax agreement by and among Berkeley County, Blackbaud, and Holder Construction (Daniel Island)

e.) Consider the following annexations:

(i) 1211 Camellia Road (TMS# 351-12-00-050) 0.14 acre, West Ashley  
(District 9)

(ii) 1643 Sulgrave Road (TMS# 354-02-00-043) 0.30 acre, West Ashley  
(District 2)

a.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: 5/24/16

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 101 Broad Street

TMS: 457-12-04-016

Action Request: Request authorization of the Mayor to execute the attached Easement and License Agreement between the City and the U.S. General Services Administration.

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

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<u>Francis J. Cantwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharm</u>	<input type="checkbox"/>
Director Real Estate Management	_____	<input checked="" type="checkbox"/>
<u>Real Estate Manager</u>	<u>Mark [Signature]</u>	<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.

**COMMERCIAL REAL ESTATE FORM**

TO: Real Estate Committee      DATE: 5/24/16

FROM: Colleen Carducci      DEPT: BFRC

ADDRESS: 101 Broad Street

TMS: 457-12-04-016

ACTION REQUEST: Request authorization of the Mayor to execute the attached Easement and License Agreement between the City and the U.S. General Services Administration.

**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 U.S. GSA

**PERMANENT**  
Terms: The City of Charleston grants to GSA a perpetual and non-exclusive easement on City property for the purpose of allowing GSA's rolling

**COMMERCIAL REAL ESTATE FORM**

security gate to encroach on City property when opened. The City also grants to GSA a License to erect a barrier fence around a utility transformer on City property. GSA will be responsible for the maintenance and cost of the fence.

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TEMPORARY  
Terms: \_\_\_\_\_

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:   
-Director Real Estate Management  
Manager

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

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

Prepared by and return to:

Carisa LeClair, Esq.  
GSA Office of General Counsel  
Southeast Sunbelt Region (LD4)  
77 Forsyth Street, Suite 600  
Atlanta, GA 30303

## EASEMENT AND LICENSE AGREEMENT

**THIS EASEMENT AND LICENSE AGREEMENT** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Agreement"), by and between the **CITY OF CHARLESTON, SOUTH CAROLINA ("GRANTOR")**, and the **UNITED STATES OF AMERICA**, acting by and through the **ADMINISTRATOR OF GENERAL SERVICES ("GRANTEE")**. GRANTOR and GRANTEE are collectively referred to herein as the "Parties" and each individually as a "Party."

### RECITALS

**WHEREAS**, GRANTOR is the fee simple owner of 101 Broad Street, Property ID Number 457-12-04-016 (the "**City Property**"), as shown on the attached legal description, marked Exhibit A and incorporated herein by reference; and

**WHEREAS**, GRANTEE is the fee simple owner of 95 Broad Street, Property ID Number 457-12-04-133 (the "**Federal Property**"), which abuts the City Property, and which is used to provide parking to other adjacent federal properties;

**WHEREAS**, there is currently a rolling security gate located on the Federal Property, which slides onto the City Property when it is opened (the "**Gate**"); and

**WHEREAS**, there is currently a transformer box which serves the adjacent federal properties located on the City Property (the "**Transformer**") pursuant to a utility easement granted to South Carolina Energy & Gas, a SCANA company ("**SCE&G**"); and

**WHEREAS**, GRANTEE has agreed to erect a fence around the Transformer which fence will encroach over a portion of the City Property; and

**WHEREAS**, GRANTEE seeks to acquire a non-exclusive easement on and over a portion of the City Property in order to allow for the Gate to encroach on City Property when opened, and a license to install a fence around the Gate and the Transformer, all as is more particularly described on the attached plat marked Exhibit B, and incorporated herein by reference:

**WHEREAS**, GRANTOR is willing to grant the requested Easement and License and is authorized to do so pursuant to the approval granted by the City Council of Charleston at its meeting held on May 24, 2016.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Easement: Subject to the existing easement granted to SCE&G for purposes of servicing and accessing the Transformer, and subject to the terms and conditions set forth in this Easement, GRANTOR does hereby grant to and establish in favor of GRANTEE, its employees and agents, for so long as the Federal Property is owned by the United States of America, a non-exclusive easement on and over that portion of the City Property included within the letters C-D-G-F on Exhibit B (the "Easement Area") for the sole purpose of allowing Grantee's Gate to encroach on City Property when opened. GRANTEE shall provide the current owner of 101 Broad Street with reasonable prior notice for any modification, alteration or replacement of the Gate at the time of such modification, alteration or replacement. Said current owner of 101 Broad Street shall provide reasonable access to GRANTEE for any modification, alteration, or replacement at a reasonable time and in its reasonable discretion.
2. License: As a condition of and for the duration of the Easement, Grantee is given a License and agrees to erect a fence around the Transformer along points A-B-D-G-H-I as depicted on the attached Exhibit B (the "Fence"). Grantee shall be solely responsible for maintaining the Fence and the area inside the Fence in a safe and aesthetically pleasing condition. GRANTEE shall provide the current owner of 101 Broad Street with reasonable prior notice for any modification, alteration or replacement of the Fence at the time of such modification, alteration or replacement. Said current owner of 101 Broad Street shall provide reasonable access to GRANTEE for any modification, alteration, or replacement at a reasonable time and in its reasonable discretion.
3. Access to the Area Inside the Fence: As part of the License, GRANTEE shall install a gate along points E-F, as shown on Exhibit B, so as to provide SCE&G with access to the Transformer.
4. Use of Easement Area: GRANTEE will have use of the Easement Area only for the purposes described in paragraph 1, above.

5. Repairs or Damages: GRANTEE shall repair any damage to the City Property arising out of the activities of GRANTEE under this Easement and License.
6. Counterparts: This Agreement may be executed in multiple counterparts, each of which so executed and delivered shall be deemed an original, but all of which together shall constitute but one and the same instrument.
7. Effective Date: This Agreement shall become effective as of the latest of the dates of execution by all signatories set forth below, and the effective date of this Agreement shall be inserted on Page 1 hereof.
8. Severability of Provisions: If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.
9. Construction and Interpretation: The Parties have negotiated all provisions of this Agreement at arm's length and with full representation of their respective legal counsel and none of the Parties shall be deemed the drafter of this Agreement. The language of this Agreement shall not be construed for or against any of the Parties by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective Parties.
10. Headings: The headings in this Agreement are for convenience only, will in no way define or limit the scope or content of this Agreement and will not be considered in any construction or interpretation of this Agreement or any part hereof.
11. Recorded Instrument: The Parties agree that this Agreement shall be recorded in the land records of Charleston County, South Carolina.
12. Exhibits: The following Exhibits are attached to and form a part of this Agreement:  

Exhibit "A"  
Exhibit "B"
13. Entire Agreement: This Agreement contains and embodies the entire agreement among the Parties with respect to the matters contained herein. The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of the Parties hereto. No modification of this Agreement or any provision hereof will be effective unless reduced to writing and such document is signed by duly authorized representatives of the Parties and delivered to the others in accordance with the notice provisions of this Agreement and recorded in the land records of Charleston County, South Carolina at GRANTEE's sole cost and expense. No waiver of any right or

obligation hereunder will be effective unless reduced to writing and signed by a duly authorized representative of the Parties subject to such right or obligation.

14. Governing Law: This Agreement will be governed by the Federal laws of the United States of America, and if such laws are not applicable to the issue in question, then this Agreement will be governed by the laws of the State of South Carolina.
15. Benefits and Burdens: This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. Any real property interest benefited or burdened by the terms of this Agreement will be conveyed, sold, encumbered, leased, occupied, or otherwise used, improved or transferred, in whole or in part, subject to the terms of this Agreement, and all of the rights and covenants contained in this Agreement will run with the title to Grantee's Property and Grantor's Property.
16. Future Use: Any future use of the area inside the Fence by Grantor shall require prior approval from Grantee, which shall not be unreasonably withheld. It shall not be unreasonable for the Grantee to deny use or access to the Grantor if allowing use or access creates a security threat. Grantor shall coordinate use or access with Grantee through its Building Management Officer located at 1835 Assembly Street, Columbia, South Carolina 29201.
17. Notices: All notices and other communications relating to the Easement shall be in writing sent by hand delivery, registered or certified mail, overnight courier service or telecopier with confirmation of delivery and addressed as follows:

To GRANTOR: City of Charleston  
Real Estate Division  
2 George Street, Suite 2601  
Charleston, SC 29401

with a copy to: City of Charleston  
Corporation Counsel  
50 Broad Street  
Charleston, SC 29401

To GRANTEE: U.S. General Services Administration  
Martin Luther King, Jr., Federal Building  
Portfolio Management Division (4PT)  
77 Forsyth Street, Suite 130  
Atlanta, Georgia 30303  
Attention: Asset Manager (Charleston)

with a copy to: U.S. General Services Administration  
Office of Regional Counsel, Suite 600  
77 Forsyth Street, Suite 600

Atlanta, Georgia 30303  
Attention: Regional Counsel

IN WITNESS WHEREOF, the Grantor has executed and delivered this Agreement as of  
the date set forth above.

[SIGNATURE PAGES TO FOLLOW]



IN WITNESS WHEREOF, the United States of America, acting by and through the Administrator of General Services, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESS:

UNITED STATES OF AMERICA, ACTING BY THROUGH THE ADMINISTRATOR OF GENERAL SERVICES

\_\_\_\_\_

By: \_\_\_\_\_

Name: Elizabeth Andrews

\_\_\_\_\_

Its: Contracting Officer

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGEMENT

I, \_\_\_\_\_, Notary Public for the State of \_\_\_\_\_, do hereby certify that The United States of America, acting by and through the Administrator of General Services, by \_\_\_\_\_, its \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_

**EXHIBIT A**

**[Insert Legal Description for the City Property]**

**EXHIBIT B**

**[Insert Site Plan for the Easement]**



b.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: May 24, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 1820 Harmon Street

TMS: 464-02-00-051

**Action Request:** Request approval of the Mayor to execute the attached temporary access license to the North Charleston Sewer District to install, maintain, and remove a temporary above ground sewer line

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

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<u>James J Cantwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Jmy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	_____	<input checked="" type="checkbox"/>
<u>Real Estate Manager</u>	<u>Mark Ashby</u>	<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.

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**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: \_\_\_\_\_

**LICENSE**      Grantor (Property Owner) City of Charleston      Grantee North Charleston Sewer District  
 PERMANENT  
Terms: \_\_\_\_\_  
 TEMPORARY  
Terms: City grants the District an irrevocable license to enter upon the property for access to install, maintain and remove a temporary above ground sewer line commencing June 1, 2016 and ending upon the completion of the project, or May 31, 2017, whichever occurs first

**LEASE**      Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

**COMMERCIAL REAL ESTATE FORM**

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: 

~~Director~~ Real Estate Management  
Manager

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

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

STATE OF SOUTH CAROLINA ) TEMPORARY ACCESS LICENSE AGREEMENT  
COUNTY OF CHARLESTON )

**WHEREAS**, the **NORTH CHARLESTON SEWER DISTRICT** (hereinafter the “District”), a body politic and corporate established by Act No. 1768 of the Acts of South Carolina General Assembly for the year 1972, desires temporary access and use of a portion of the real property, hereinafter described below, in connection with the installation, maintenance and removal of an above ground temporary sewer line required as part of the maintenance project for sewage collection, treatment and disposal facilities within the District; and

**WHEREAS**, the **CITY OF CHARLESTON** (hereinafter the “City”) is the owner of record of the real property identified as Charleston County Tax Map System (“TMS”) number 464-02-00-051 (hereinafter the “Property”) and is minded to grant such temporary license across and over a portion of the Property (identified on the attached Exhibit A as “Secondary Bypass” and hereinafter “License Area”) to the District for the Permitted Use.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS** that the City and the District, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, agree to the following:

**Term:** City grants the District an irrevocable license to enter upon the Property (hereinafter “License”) for access to install, maintain and remove a temporary above ground sewer line (the “Permitted Use”) commencing June 1, 2016 and ending upon the completion of the project, or May 31, 2017, whichever occurs first.

**License Area:** The location and dimensions of the area of the License where the District may undertake the Permitted Use is identified as the Secondary Bypass area shown on Exhibit A as it follows the northern boundary of the Property.

**Scope of Activities:** The District and its contractors, employees, agents, and invitees shall undertake the Permitted Use generally in keeping with the WK Dickson letter dated March 28, 2016, attached hereto as Exhibit B.

**Precautions and Assurances:**

1. The District shall at all times ensure that the License Area is secure by way of a locked access gate.
2. The District and its employees, agents, servants, vendors, contractors and subcontractors that use, work at or access the License Area shall maintain in full force and effect insurance in amounts and coverages acceptable to the City, including but

not limited to, workmen's compensation insurance, public liability insurance and property damage insurance. Said policies shall name the City as an additional insured. Proof of such insurance shall be provided to the City by the District at the commencement of this License and thereafter, upon demand by the City in the City's sole discretion. The District shall be solely responsible during the term of this License for the uninterrupted continuance of such insurance coverage on its behalf and on behalf of its contractors, as required herein.

3. The District shall require any or its employees, agents, servants, vendors, contractors and subcontractors, to abide by all municipal, county, state and federal laws, rules, regulations and statutes involved in undertaking the Permitted Use or any of its activities arising out of this License, including the terms and conditions of this License.
4. The District shall ensure the Permitted Use does not interfere with the City's use and access to the Property outside the License Area.
5. The District shall remove the Permitted Use, to wit: the temporary sewer line, and all personal property from the Property on or before the expiration of this Temporary Access License Agreement and shall leave the Property in a clean condition, free of rubbish or other debris. The District shall promptly repair any damage done to the Property whether caused by itself and its employees, or any of its agents, servants, vendors, contractors and subcontractors.

**Compliance with Voluntary Cleanup Contract:** In its use of the License Area, the District and its contractors, employees, agents and invitees shall comply with all provisions of Voluntary Cleanup Contract 08-4795-NRP entered into on January 23, 2009 by the South Carolina Department of Health and Environmental Control ("DHEC") and the City of Charleston, and all amendments thereto (the "VCC"). The District acknowledges that they have received, reviewed and understand the VCC.

The District and City recognize and agree that the District will merely be a licensee of the Property and is not assuming control or responsibility over the soils, groundwater, or environmental conditions of the License Area. The District acknowledges that it is responsible, at its sole cost and expense and at no cost to the City, for taking all necessary action to comply with the VCC and to otherwise protect itself from environmental liability by virtue of entering into this Agreement. The District acknowledges that it shall be solely responsible for any and all costs of clean-up occasioned by its activities on the License Area. The District further acknowledges its sole responsibility for the errors, omissions or negligent acts of its employees, officers and officials.

The District shall include in any contract for the Permitted Use that the contractor or consultant indemnify, defend and hold City harmless from any and all claims,

judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, reasonable attorneys' fees, consultants' fees, investigative costs and court costs that arise due to the contractor or consultant failing to take the necessary action to comply with the VCC or to otherwise protect against environmental liability arising from its work at or on the License Area.

Should the District or any of its contractors or consultants cause Hazardous Materials to be located on or otherwise discharged at or on the License Area, the District shall be solely responsible for paying or satisfying and all judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, reasonable attorneys' fees, consultants' fees, investigative costs and court costs that arise due to District's release or discharge of Hazardous Materials at the Leased Premises.

As used in this Lease, the term "Hazardous Material" means any substance, material or waste now or hereafter determined by any federal, state or local governmental authority to be capable of posing a risk of injury to health, safety or property, including, but not limited to, any substance, material or waste: (i) containing asbestos that is or could become friable, radioactive materials, petroleum, petroleum fractions, or petroleum distillates, urea formaldehyde foam insulation, or radon gas; (ii) now or hereafter defined as "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste", "restricted hazardous waste", "toxic substance", "toxic pollutant", "contaminant", or "pollutants" or words of similar import under any applicable Environmental Law, as hereinafter defined, or (iii) or any other substance, regulated by any governmental authority for the protection of human health or the environment. As used in this Lease, the term "Environmental Law" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety, or Hazardous Materials including without limitation the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§300f et seq.; the Atomic Energy Act, 42 U.S.C. §§2001 et seq.; and the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§136 et seq., the South Carolina Pollution Control Act, S.C. Code Ann. § 48-1-10 et seq., the South Carolina Hazardous Waste Management Act, S.C. Code Ann. §§44-56-10 et seq., and the South Carolina Solid Waste Policy and Management Act, S.C. Code Ann. §§44-96-10 et seq.

**Governing Law:** This Temporary Access License Agreement shall be construed in accordance with and governed in all respects by the laws of the State of South Carolina.

**Amendment:** This License Agreement shall not be amended or supplemented except by means of a written agreement executed by both the City and the District.

**Assignability:** The rights of the District under this License are not assignable.

IN WITNESS WHEREOF, the parties set their hands and seals as of the dates designated.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:  
ON \_\_\_\_\_, 2016

\_\_\_\_\_  
\_\_\_\_\_

Licensor:  
CITY OF CHARLESTON

By: \_\_\_\_\_

Its: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:  
ON May 9, 2016

Leneva J. Mathis  
my commission expires 01/01/2021  
Leneva J. Mathis

Licensee:  
NORTH CHARLESTON SEWER DISTRICT

By: Paul R. [Signature]

Its: District Manager

In consideration for being awarded the construction contract for the North Charleston Sewer District Combined Interceptor Phase 6 project, dated May 16<sup>th</sup>, 2016, SAK Construction, LLC (Contractor) hereby agrees as follows:

Contractor acknowledges that the subject property where the work is to be performed is subject to Voluntary Cleanup Contract 08-4795-NRP dated January 23, 2009 between the City of Charleston (the "City") and the South Carolina Department of Health and Environmental Control ("DHEC"), as may have been amended (the "VCC"). Contractor agrees to abide by all terms and conditions of the VCC and to defend and hold harmless the City, its officials, officers, employees, successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, reasonable attorneys' fees, consultants' fees, investigative costs and court costs that arise due to the contractor to take the necessary action to comply with the VCC or to otherwise protect against environmental liability arising from its work at or the subject property.

Should the Contractor cause Hazardous Materials to be located on or otherwise discharged at or on the subject property where the work is to be performed, the Contractor shall be solely responsible for paying or satisfying and all judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, reasonable attorneys' fees, consultants' fees, investigative costs and court costs that arise due to Contractor's release or discharge of Hazardous Materials at the Leased Premises.

As used in this Lease, the term "Hazardous Material" means any substance, material or waste now or hereafter determined by any federal, state or local governmental authority to be capable of posing a risk of injury to health, safety or property, including, but not limited to, any substance, material or waste: (i) containing asbestos that is or could become friable, radioactive materials, petroleum, petroleum fractions, or petroleum distillates, urea formaldehyde foam insulation, or radon gas; (ii) now or hereafter defined as "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste", "restricted hazardous waste", "toxic substance", "toxic pollutant", "contaminant", or "pollutants" or words of similar import under any applicable Environmental Law, as hereinafter defined, or (iii) or any other substance, regulated by any governmental authority for the protection of human health or the environment. As used in this Lease, the term "Environmental Law" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law and any judicial or administrative interpretation thereof, including any judicial or administrative

order, consent decree or judgment, relating to the environment, health, safety, or Hazardous Materials including without limitation the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§300f et seq.; the Atomic Energy Act, 42 U.S.C. §§2001 et seq.; and the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§136 et seq., the South Carolina Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq., the South Carolina Hazardous Waste Management Act, S.C. Code Ann. §§44-56-10 et seq., and the South Carolina Solid Waste Policy and Management Act, S.C. Code Ann. §§44-96-10 et seq.

**NORTH CHARLESTON SEWER DISTRICT**

By: James R. [Signature] Date: 5/16/16  
Its: District Manager

CONTRACTOR: SAK CONSTRUCTION  
[Company name]

By: Leo Calvario LEO CALVARIO Date: 5/16/16  
Its: PROJECT MANAGER

C.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: May 24, 2015

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Fishburne Street Parking Lot (Hagood Lot), Charleston, SC 29403

TMS: \_\_\_\_\_

Action Request: Request approval of the Mayor to execute the attached lease agreement between the City of Charleston and the Medical University of South Carolina for the parking lot located at Fishburne Street (between Hagood and Horizon Streets), Charleston, SC, 29403.

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

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<i>Frances J. Cartmell</i>	<input type="checkbox"/>
Chief Financial Officer	<i>Jmy Wharton</i>	<input type="checkbox"/>
Director Real Estate Management	_____	<input checked="" type="checkbox"/>
<u>Real Estate Manager</u>	<i>Alisa Jubber</i>	<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.

**COMMERCIAL REAL ESTATE FORM**

TO: Real Estate Committee                      DATE: May 24, 2016

FROM: Colleen Carducci                      DEPT: BFRC

ADDRESS: Fishburne Street Parking Lot (Hagood Lot), Charleston, SC, 29403

TMS: \_\_\_\_\_

**ACTION REQUEST:** Request approval of the Mayor to execute the attached lease agreement between the City of Charleston and the Medical University of South Carolina for the parking lot located at Fishburne Street (between Hagood and Horizon Streets), Charleston, SC, 29403

**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) \_\_\_\_\_ Grantee \_\_\_\_\_

**PERMANENT**  
Terms: \_\_\_\_\_

**TEMPORARY**

**COMMERCIAL REAL ESTATE FORM**



**LEASE**

Lessor: City of Charleston Lessee: The Medical University of South Carolina



**INITIAL**

Terms: \_\_\_\_\_



**RENEWAL**

This Agreement shall run for a term of five years, beginning June 1, 2016 and ending May 31, 2021. The Medical University of South Carolina shall have access to 794 parking spaces located in the Fishburne Street Parking Lot. Tenant will pay an annual rent of \$31,760 with a 3% increase each year. The City has the option to provide additional parking spaces to MUSC at the current rent per space on a monthly basis.

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: 

**-Director-Real Estate Management**  
*Manager*

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

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

**THIS LEASE AGREEMENT** ("Lease") is made as of the Effective Date (which is the date on which the South Department of Administration, General Services Division, executes this Lease as set forth on the signature page) by and between: The City of Charleston ("Landlord") having an address at: PO Box 304, Charleston, SC 29402 and the Medical University of South Carolina (MUSC) ("Tenant") an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at: 28 Ehrhardt Street, MSC 205, Charleston, SC 29425.

**ARTICLE 1 - DEMISE OF PREMISES**

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, 794 parking spaces and a covered bus shelter located at: Fishburne Ballpark Parking Lot, at the \_\_\_\_\_ corner of Fishburne and Hagood Streets, Charleston, SC 29403, Charleston County, South Carolina (the "Parking Lot"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. In the event the Landlord, in its sole discretion, elects to offer to Tenant additional parking spaces on the Parking Lot, Tenant shall have the right to add up to an additional 349 parking spaces at the same Rent Per Space as indicated in Section 3.1 below, and the total Monthly Rent Due shall be adjusted to include the additional spaces.

**ARTICLE 2 - TERM**

2.1. The term of this Lease shall be five (5) year (the "Term") beginning on June 1, 2016, (the "Commencement Date") and, unless terminated, shall end on May 31, 2021, (the "Termination Date").

**ARTICLE 3 - BASIC RENT**

3.1 Tenant shall pay rent (the "Basic Rent") to Landlord during the Term at the annual aggregate amounts shown below. Basic Rent shall be payable, in advance, in equal monthly installments as shown below, on or before the tenth (10th) day of each consecutive calendar month of the Term.

<u>TERM</u>	<u>PERIOD: FROM – TO</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>	<u>RENT PER SPACE</u>
YEAR 1	06/01/16 – 05/31/17	\$ 381,120.00	\$ 31,760.00	\$ 40.00
YEAR 2	06/01/17 – 05/31/18	\$ 392,553.60	\$ 32,712.80	\$ 41.20
YEAR 3	06/01/18 – 05/31/19	\$ 404,368.32	\$ 33,697.36	\$ 42.44
YEAR 4	06/01/19 – 05/31/20	\$ 416,468.88	\$ 34,705.74	\$ 43.71
YEAR 5	06/01/20 – 05/31/21	\$ 428,950.56	\$ 35,745.88	\$ 45.02

3.2. All payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date, or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.3 Unless notified otherwise in writing, all payments shall be mailed to Landlord at:

**City of Charleston**  
**C/O ABM Parking Services**  
**401-C King Street**

**ARTICLE 4 - USE**

4.1. Tenant shall have the right to use the parking spaces in the Parking Lot for Surface Parking only.

4.2. Tenant shall have the right to use the parking spaces in the Parking Lot for parking Monday through Friday between the hours of 5:00 AM and 1:00 AM of the following day; provided, however, Tenant may use no more than 150 parking spaces in the Parking Lot between the hours of 5:00 PM and 1:00 AM of the following day.

4.3. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Parking Lot makes it impossible for Tenant to operate in the Parking Lot in accordance with subparagraph 4.1 or 4.2, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

**ARTICLE 5 - ASSIGNMENT AND SUBLETTING**

5.1. Tenant may assign this Lease or sublet the Bus Shelter and parking spaces in the Parking Lot to any State agency, institution, department, bureau, political subdivision or State-operated entity, or to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease and is approved by the Landlord in writing..

**ARTICLE 6 - SERVICES**

6.1. Landlord is responsible for obtaining and making payment for all lighting of the Parking Lot and for all maintenance of and repairs to the Parking Lot, including, but not limited to, the repair of any pot holes and maintaining all gravel and paved areas in good condition.

6.2. Tenant is responsible for obtaining and making payment for security services and trash pick-up, and for keeping the grounds of the Parking Lot in a clean condition.

**ARTICLE 7 - LANDLORD'S REPRESENTATIONS AND WARRANTIES**

7.1. Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Parking Lot in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Parking Lot as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the use and possession of the parking spaces and Bus Shelter in the Parking Lot;

(b) The use of the Parking Lot contemplated by this Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances; and,

(c) Neither the Parking Lot, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) Landlord will keep the Parking Lot in good order and repair and make all reasonable improvement to maintain the Land and the Parking Lot for its intended purpose, normal wear and tear accepted, with the exception or damage to the Parking Lot which is caused by Tenant.

7.2 Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event

such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 11.1(d).

#### **ARTICLE 8 - TENANT'S COVENANTS**

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due without notice or demand provided, however, that should any Basic Rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Maintain the parking spaces in the Parking Lot in a clean and good condition and return the same in a clean and good condition to Landlord at the termination of this Lease. Tenant shall not be obligated to make any repairs arising out of or in any way caused by: 1) settling; 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord; or 3) the negligence of Landlord, its agents or employees.

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

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

(e) Allow Landlord reasonable access to the parking spaces and Bus shelter in the Parking Lot for inspections.

(f) Provide general liability insurance coverage on the Parking Lot for personal injury, property damage, or death arising out of the Tenant's use and enjoyment of premises. The limits of such insurance coverage shall be \$300,000.00 for personal injury, per person per occurrence, \$600,000.00 for personal injury in the aggregate per occurrence, and \$300,000.00 for property damage, per occurrence. A certificate of insurance evidencing the coverage required herein shall be provided to the Landlord upon the execution of the Lease. Landlord reserves the right to increase the limits of coverage required to maintain compliance with limits of liability attributable to Tenant under S. C. Code Ann. Sec. 15-78-10, et seq, the South Carolina Tort Claims Act; and

(g) Be fully responsible for any loss, damage theft or destruction which takes place on the Parking Lot and will provide security in a form acceptable to Landlord at all times during Term of Lease at no cost to Landlord;

8.2 Tenant acknowledges that Landlord is relying upon each of the representations and warranties set forth in subparagraph 8.1 and that the matters represented and warranted by Tenant are substantial and material to Landlord. In the event such representations and warranties shall be breached by Tenant, Landlord, at its sole election, may terminate this Lease in accordance with subparagraph 11.1(d).

#### **ARTICLE 9 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS**

9.1. Tenant may, with the prior written consent of Landlord, make nonstructural additions or improvements to the Parking Lot ("Improvements") at its sole cost and expense. Each such Improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Parking Lot and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Parking Lot to the condition that existed prior to such installation.

9.2. Landlord agrees that all trade fixtures and signs installed at the Parking Lot by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Parking Lot and may be removed by Tenant at any time and from time to time during the term of this Lease.

#### **ARTICLE 10 - CONDEMNATION AND CASUALTY**

10.1. If there be any damage to or destruction of the Parking Lot or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof. In such event, either party shall have the right to terminate this lease at no cost to either party.

#### **ARTICLE 11 - TENANT CANCELLATION PRIVILEGE/ TERMINATION**

11.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, either Party shall have the right to cancel this Lease upon giving the other Party thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If, at the end of the State fiscal year (June 30<sup>th</sup>) after the Commencement Date, appropriations, revenues, income, grants or other funding are not provided by the General Assembly to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent, Additional Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration; or

(b) If either the Tenant or Landlord is dissolved and no longer performs the functions and purposes ascribed to it; or

(c) If, at any time during the Term the area in the Parking Lot is, in the sole opinion of the Department of Administration, Division of General Services, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or

(d) If either Party shall have breached any covenant, condition, representation or warranty made by them in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by the non-breaching Party to the breaching Party of such breach and request to cure or correct.

11.2. In addition to the cancellation privileges set forth in subparagraph 10.1, Tenant and Landlord shall each have the right to terminate some or all of the parking spaces under this Lease for convenience at any time by giving thirty (30) days written notice to the other of its intention to do so.

#### **ARTICLE 12 - LANDLORD CANCELLATION**

12.1 In addition to any and all other cancellation privileges as may be set forth herein, Landlord shall be entitled to cancel this Lease and take full possession of the parking spaces and Bus Shelter on the failure of Tenant to pay the Basic Rent within the timeframe as set forth in Sec. 8.1 (a).

12.2 Landlord shall be entitled to cancel this Lease and take full possession of the parking spaces and Bus Shelter upon the failure of Tenant to honor the representations and covenants contained in Section 8.1 (b) - (g) and Sec. 8.2 after 30 days notice from Landlord to cure or correct the deficiency. .

**ARTICLE 13 - SURRENDER**

13.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Parking Lot to Landlord in good order and condition, except for ordinary wear and tear. Tenant and any of its personal property shall be removed from the Parking Lot on or prior to such expiration or earlier termination..

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

**ARTICLE 14 - NOTICES**

13.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by first class mail, postage prepaid, to the following:

To the Mayor:                   The Honorable John J. Tecklenburg  
  Mayor of Charleston  
  P.O. Box 304  
  Charleston, South Carolina 29402

To City of Charleston        City of Charleston Legal Department  
  Real Estate Management Division  
  
  P.O. Box 304  
  Charleston, South Carolina 29402

To MUSC:                        Medical University of South Carolina  
  Office of Planning & Special Projects  
  28 Ehrhardt Street, MSC 205  
  Charleston, South Carolina 29425

**ARTICLE 15 - AMENDMENTS**

14.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

**ARTICLE 16 - HOLDOVER**

15.1. In the event Tenant shall remain in the Parking Lot after the Term has expired, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent then in effect for the Term plus twenty-five (25) percent of such Basic Rent (hereinafter referred to as "125% Basic Rent") until either Landlord or Tenant, by ninety (90) days written notice to the other, shall terminate this Lease, whereupon the 125% Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

**ARTICLE 17 - MISCELLANEOUS**

16.1. If any provision of the Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

16.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

16.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

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

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

16.6. In the event Landlord or Tenant is involved in any bankruptcy or insolvency proceedings and trustee fails to perform or rejects any of the Bankrupt Party's obligations under this Lease, the non-bankrupt Party shall have the option to terminate this Lease.

16.7. Tenant will be responsible for providing and maintaining signage to identify the leased parking spaces. .

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

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

#### **ARTICLE 18 – WAIVER OF CONTRACTUAL RIGHTS**

17.1 The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year indicated under their signature.

WITNESS:

LANDLORD:  
CITY OF CHARLESTON

\_\_\_\_\_

By:  
Its:

\_\_\_\_\_

\_\_\_\_\_  
Date

WITNESS:

TENANT:  
MEDICAL UNIVERSITY OF SOUTH CAROLINA

\_\_\_\_\_

By  
Its:

\_\_\_\_\_

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Ashlie Lancaster  
Director

4.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: 5/24/16

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Daniel Island

TMS: TBD

**Action Request:** Request authorization from the Mayor to execute the attached resolution approving an amendment to the Joint County Industrial Park Agreement between Berkeley County and Williamsburg County so as to include a parcel of property for a project undertaken by Blackbaud, Inc. and Holder Construction Group, LLC; and a fee-in-lieu tax agreement by and among Berkeley County, Blackbaud, and Holder Construction.

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

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>Freeman J Cantrell</u>	<input checked="" type="checkbox"/>
Chief Financial Officer	<u>Jimmy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

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

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

If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

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

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

**COMMERCIAL REAL ESTATE FORM**

TO: Real Estate Committee                      DATE: 5/24/16

FROM: Colleen Carducci                      DEPT: BFRC

ADDRESS: Daniel Island

TMS: TBD

**ACTION REQUEST:** Request authorization from the Mayor to execute the attached resolution approving an amendment to the Joint County Industrial Park Agreement between Berkeley County and Williamsburg County so as to include a parcel of property for a project undertaken by Blackbaud, Inc. and Holder Construction Group, LLC; and a fee-in-lieu tax agreement by and among Berkeley County, Blackbaud, and Holder Construction.

**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: \_\_\_\_\_  
\_\_\_\_\_

**COMMERCIAL REAL ESTATE FORM**

**EASEMENT** | Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

**PERMANENT**  
Terms: \_\_\_\_\_

**TEMPORARY**  
Terms: \_\_\_\_\_

**LEASE**      Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

**INITIAL**  
Terms: \_\_\_\_\_

**RENEWAL**  
Terms: \_\_\_\_\_

**AMENDMENT**  
Terms: \_\_\_\_\_

**Resolution**

Request authorization from the Mayor to execute the attached resolution approving an amendment to the Joint County Industrial Park Agreement between Berkeley County and Williamsburg County so as to include a parcel of property for a project undertaken by Blackbaud, Inc. and Holder Construction Group, LLC; and a fee-in-lieu tax agreement by and among Berkeley County, Blackbaud, and Holder Construction.

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).



*City of Charleston*

WILLIAM B. REGAN LEGAL CENTER

**CORPORATION COUNSEL**

Charlton deSaussure, Jr.  
cdesaussure@hsblawfirm.com

PO Box 340  
Charleston, SC 29402  
tel 843-722-3366  
fax 843-720-4469

**DEPUTY CORPORATION COUNSEL**

Adelaide S. Andrews  
andrewsa@charleston-sc.gov

**ASSISTANT CORPORATION COUNSEL**

Susan J. Herdina  
herdinas@charleston-sc.gov

Janie E. Borden  
bordenj@charleston-sc.gov

Frances I. Cantwell  
cantwellf@charleston-sc.gov

50 Broad Street  
Charleston, SC 29401  
tel 843-724-3730  
fax 843-724-3706

**MEMORANDUM**

**TO:** Real Estate Committee

**FROM:** Frances I. Cantwell *FC*  
Corporation Counsel

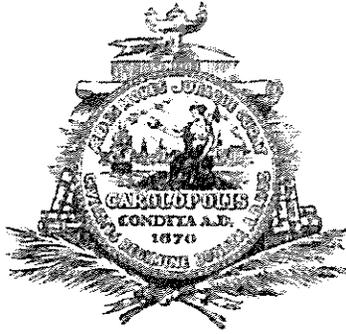
**RE:** May 18, 2016

**DATE:** Resolution to add Property to the Berkeley  
County/Williamsburg County Multi-County Park  
and to approve a Fee In Lieu of Tax Agreement

---

Enclosed as part of the Real Estate packet is the above Resolution which will authorize adding property located in the City to the Berkeley County/Williamsburg County Multi-County Park. The Resolution also consents to a Fee In Lieu of Taxes ("FILOT") agreement between Berkeley County and Blackbaud, Inc. and Holder Construction Group, LLC. This transaction will enable a major financial investment to occur in the City. Berkeley County has been negotiating a FILOT to incentivize the project. At the time of the Agenda release, the FILOT had not been completely finalized between the County and the Developers. Consequently, it is not include in your packet; however, it is anticipated that the agreement will be completely worked out by the time of your meeting. The financial details will be provided at that time, and a representative of the Developer will be present to answer any questions.

In the meantime, if there is anything I can help with, please let me know.



## RESOLUTION

**CONSENT TO THE INCLUSION OF CERTAIN PROPERTY IN A MULTI-COUNTY PARK FOR A PROJECT UNDERTAKEN BY BLACKBAUD, INC. AND HOLDER CONSTRUCTION GROUP, LLC, WHICH IS TO BE LOCATED WITHIN THE CITY LIMITS OF THE CITY OF CHARLESTON; AND CONSENT TO THE EXECUTION OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND AMONG BERKELEY COUNTY, BLACKBAUD, INC. AND HOLDER CONSTRUCTION GROUP, LLC WITH RESPECT TO SUCH PROJECT**

**WHEREAS**, in order to promote the economic welfare of the citizens of Berkeley County, South Carolina and Williamsburg County, South Carolina (collectively, the “Counties”) by providing employment and other benefits to the citizens of the Counties, the Counties entered into an Agreement for Development for Joint County Industrial Business Park dated as of April 24, 1995, attached hereto as Exhibit A, to develop jointly an industrial and business park (the “Park”), as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended; and

**WHEREAS**, Blackbaud, Inc., along with developer Holder Construction Group, LLC (collectively, the “Company”), plans to develop corporate headquarters (the “Project” with such term including the land, building, improvements to the building, and equipment purchased, constructed and leased in connection with the Project), on the property described on Exhibit B attached hereto, such property being located on TMS No. \_\_\_\_\_, within the City of Charleston (the “City”) and located in Berkeley County; and

**WHEREAS**, the City is desirous of inducing the Company to locate the Project within the incorporated limits of the City, and the City is willing to provide certain municipal services to the Company; and

**WHEREAS**, the Company anticipates a total combined capital expenditure in the Project of approximately \$150,000,000.00 and the employment of approximately 125 individuals within thirteen years of commencement of the Project; and

**NOW, THEREFORE**, by agreement of City Council, the City consents to the inclusion of the Project by Berkeley County in the Park.

**AND ALSO**, by agreement of City Council, the City consents to the execution of a fee-in-lieu of tax agreement by and among Berkeley County, Blackbaud, Inc. and Holder Construction Group, LLC and the distribution of fee payments on the Project as set forth therein.

**FURTHER**, the Mayor of the City is herewith authorized to take all action and execute any petitions necessary to accomplish the foregoing.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

John J. Tecklenburg, Mayor  
Charleston, South Carolina

ATTEST:

---

Vanessa Turner Maybank, Clerk of the City Council  
Charleston, South Carolina

**EXHIBIT A**

Agreement for Development for Joint County Industrial Business Park

STATE OF SOUTH CAROLINA	)	
	)	AGREEMENT FOR DEVELOPMENT
COUNTY OF BERKELEY	)	FOR JOINT COUNTY INDUSTRIAL
	)	PARK
COUNTY OF WILLIAMSBURG	)	

THIS AGREEMENT for the development of a joint county industrial/business park to be located both within Berkeley County, South Carolina and Williamsburg County, South Carolina is made and entered into as of this 24th day of April, 1995, by and between the County of Berkeley and the County of Williamsburg, both political subdivisions of the State of South Carolina.

#### RECITALS

WHEREAS, Berkeley County, South Carolina ("Berkeley County"), and Williamsburg County, South Carolina ("Williamsburg County"), have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there should be established in Berkeley County and Williamsburg County a Joint County Industrial and Business Park (the "Park"); and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption; and

WHEREAS, Berkeley County and Williamsburg County have agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Berkeley County and Williamsburg County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina (the "Constitution") provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political

subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

### 3. Location of the Park.

(A) As of the date of this Agreement, the Park consists of property located in both Berkeley County and Williamsburg County. The Park property located within Berkeley County is hereinafter described in Exhibit "A" (the "Berkeley Park"). The Park property located within Williamsburg County is hereinafter described in Exhibit "B" (the "Williamsburg Park"). It is specifically recognized that the Park will from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both Berkeley County and Williamsburg County.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A or Exhibit B which shall contain a legal description of the boundaries of the Berkeley Park or the Williamsburg Park, as enlarged or diminished, together with a copy of the ordinances of Berkeley County Council and Williamsburg County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Berkeley County Council and by Williamsburg County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Berkeley County Council or Williamsburg County Council depending upon the sites of the property. Notice of such public hearing shall be published in a newspaper of general circulation in Berkeley County or Williamsburg County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served upon the owner in the manner of service of process at least fifteen (15) days prior to such public hearing and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding the foregoing, for a period of five (5) years, commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner, the Counties and, if applicable, the lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of five (5) years, commencing with the effective date hereof, except as provided in Section 13 below.

4. Fee in Lieu of Taxes. Property located in the Park shall be exempt from ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in

accordance with this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of-payments that would have been due and payable but for the location of such property within the Park.

5. **Allocation of Berkeley Park Expenses.** Berkeley County and Williamsburg County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Berkeley Park, in the following proportions:

A.	Berkeley County	100%
B.	Williamsburg County	0%

6. **Allocation of Berkeley Park Revenues.** Berkeley County and Williamsburg County shall receive an allocation of all revenue generated by the Berkeley Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

A.	Berkeley County	99%
B.	Williamsburg County	1%

7. **Allocation of Williamsburg Park Expenses.** Williamsburg County and Berkeley County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Williamsburg Park, in the following proportions:

A.	Williamsburg County	100%
B.	Berkeley County	0%

8. **Allocation of Williamsburg Park Revenues.** Williamsburg County and Berkeley County shall receive an allocation of all revenue generated by the Williamsburg Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

A.	Williamsburg County	99%
B.	Berkeley County	1%

9. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Berkeley County and to Williamsburg County according to the proportions established by Paragraphs 6 and 8 respectively. Such revenue shall be distributed within Berkeley County to the political subdivisions in Berkeley County (hereinafter referred to as the "Berkeley Participating Taxing Entities") in accordance with an ordinance to be adopted by Berkeley County. Revenues received by Williamsburg County by way of fees in lieu of taxes shall be distributed by Williamsburg County to the political subdivisions of Williamsburg County (hereinafter referred to as the "Williamsburg Participating Taxing Entities") in accordance with an ordinance to be adopted by Williamsburg County.

10. **Fees in Lieu of Taxes Pursuant to Section 4-29-67, Code of Laws of South Carolina.** It is hereby agreed that the entry by Berkeley County or Williamsburg County into any one or more agreements pursuant to Section 4-29-67 with respect to property located within Berkeley Park or the Williamsburg Park and the terms of such agreements shall be at the sole discretion of the county in which the park site is located.

11. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the Berkeley Participating Taxing Entities and the Williamsburg Participating Taxing Entities and for the purpose of computing the index of taxpaying ability of the School District of Berkeley County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Berkeley Park and the Williamsburg Park to Berkeley County and Williamsburg County shall be identical to the percentage established for the allocation of revenue to each of the counties pursuant to Paragraphs 6 and 8 respectively.

12. **Jobs Tax Credit Valuation.** For purposes of the regular jobs tax credit authorized by subsections of Section 12-7-1220 of the South Carolina Code, Williamsburg County is the county in which the permanent business enterprise is deemed to be located. Section 12-7-1220, Code of Laws of South Carolina, 1976, has been amended so as to provide an additional annual corporate income tax credit equal to Five Hundred Dollars (\$500.00) beyond the current jobs tax credit amount applicable for new jobs in Berkeley County and Williamsburg County for each new full-time job created in the Park.

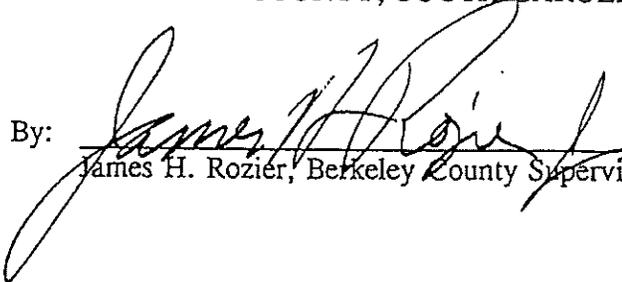
13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Berkeley County and Williamsburg County agree that this Agreement may not be terminated by either party for a period of ten (10) years, commencing with the effective date hereof.

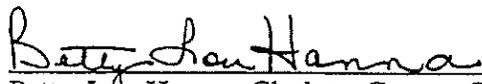
WITNESS our hands and seals this 24th day of April, 1995.

BERKELEY COUNTY, SOUTH CAROLINA

By:

  
James H. Roziér, Berkeley County Supervisor

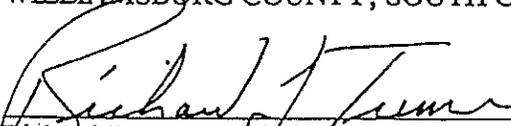
ATTEST:

  
Betty Lou Hanna, Clerk to County Council,  
Berkeley County, South Carolina

WITNESS our hands and seals this 18<sup>th</sup> day of April, 1995.

WILLIAMSBURG COUNTY, SOUTH CAROLINA

By:

  
Richard L. Treme, Chairman, County Council

ATTEST:

By:

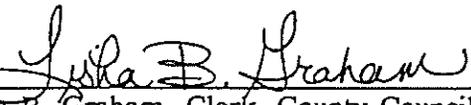
  
Lisha B. Graham, Clerk, County Council,  
Williamsburg County, South Carolina

EXHIBIT A

LAND DESCRIPTION  
BERKELEY COUNTY

BERKELEY COUNTY / WILLIAMSBURG COUNTY  
MULTI-COUNTY INDUSTRIAL PARK

1. SASIB

A portion of TMS #252-00-00-011 (Plat Book W, Page 360) as more fully described on attached schedule.

2. BAYER

A portion of TMS #246-00-00-003 to include Blocks B-15 and C-11 as more fully described on attached schedule.

3. ALUMAX

A portion of TMS #223-00-00-021 to include the Alumax Plant as more fully described on attached schedule.

4. AUTO SAFETY GLASS COMPANY

TMS #271-00-01-081 as more fully described on attached schedule.

5. LONDON PANTRY FOOD, INC.

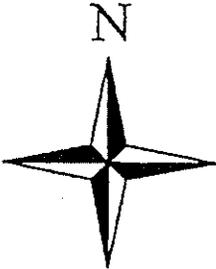
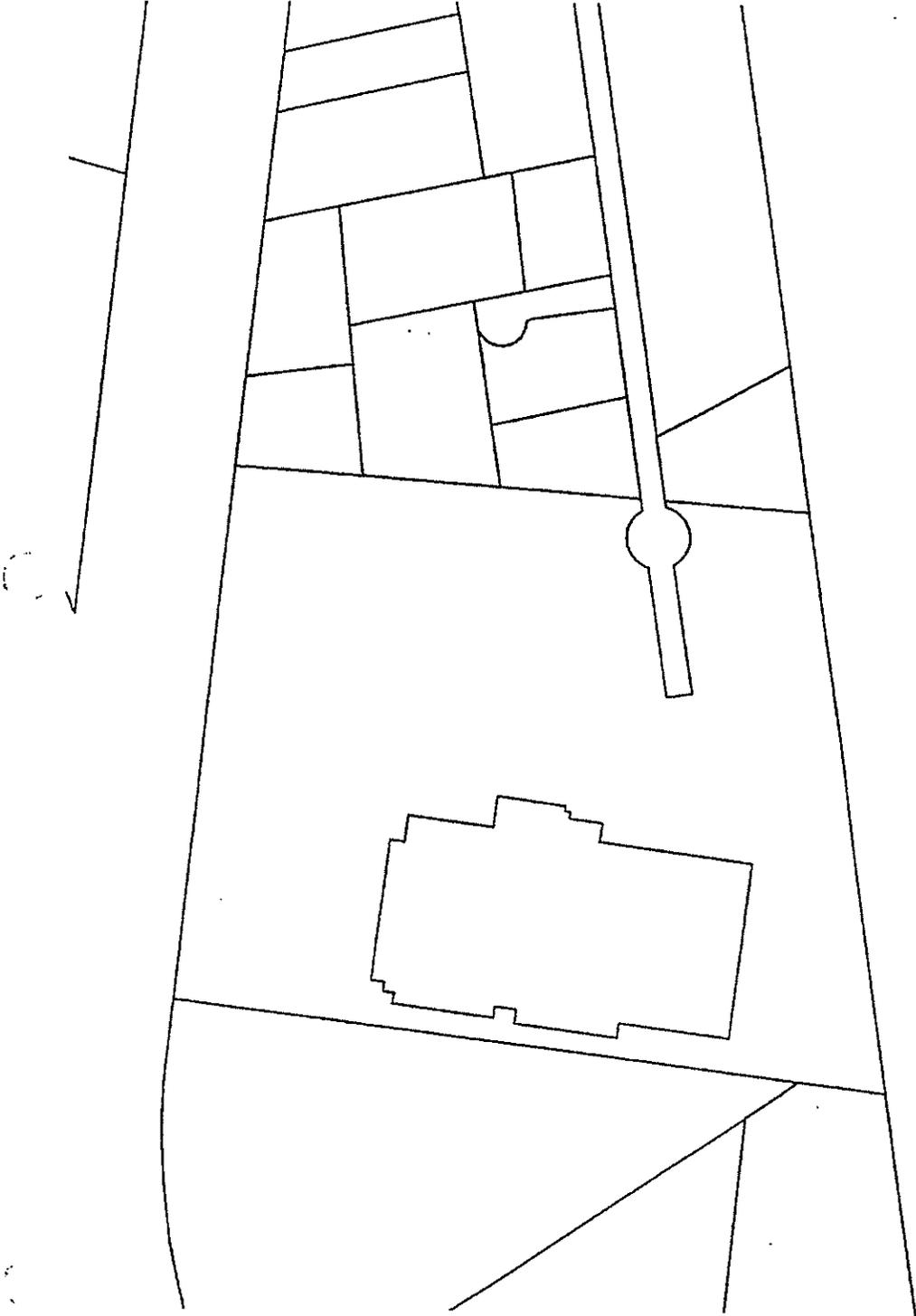
TMS #162-00-01-033 as more fully described on attached schedule.

6. CHARLESTON PAPER

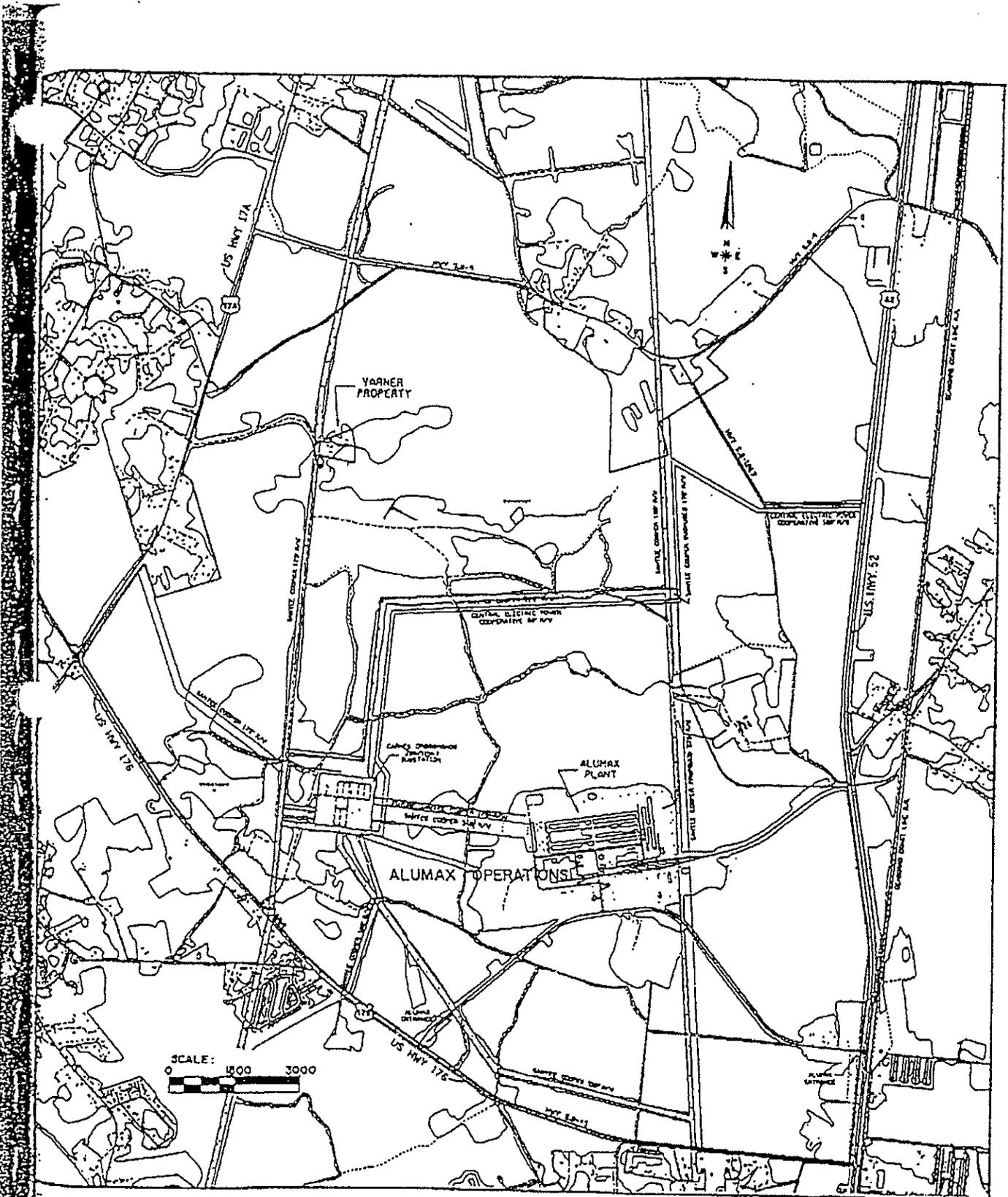
TMS #271-00-01-090 as more fully described on attached schedule.

# SASIB

252-00-00-011  
Plat Book W, Page 360

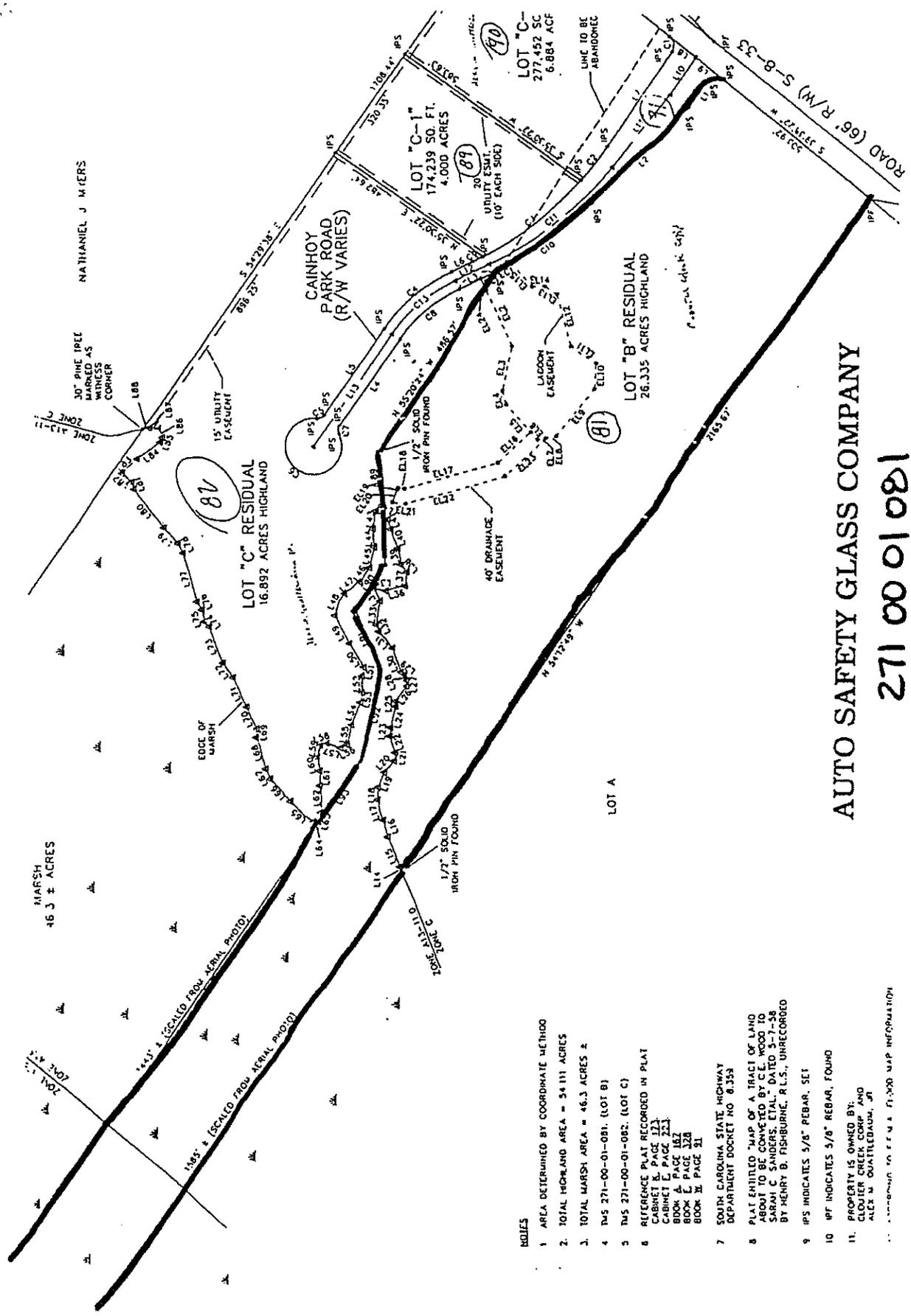






MOUNT HOLLY PLANTATION  
 AND ALUMAX OPERATIONS  
 223-00-00-021

FIGURE 1



**AUTO SAFETY GLASS COMPANY**  
**271 00 01 081**

**NOTES**

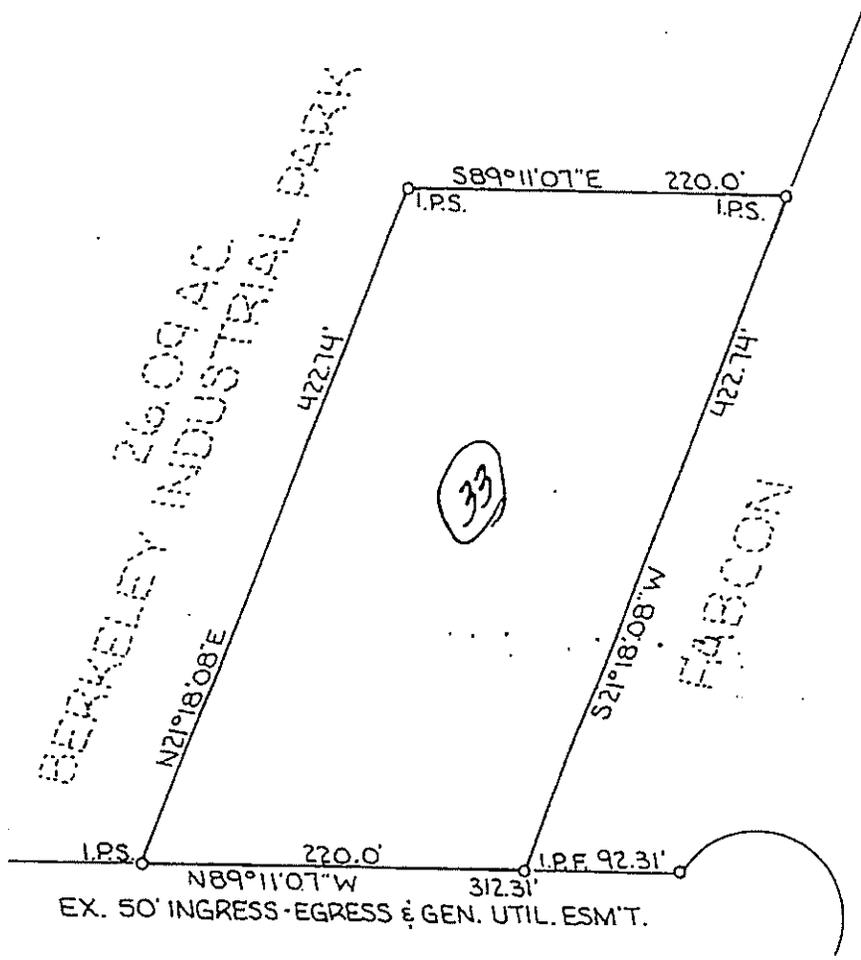
- 1 AREA DETERMINED BY COORDINATE METHOD
- 2 TOTAL HOURLAND AREA = 34.111 ACRES
- 3 TOTAL MARSH AREA = 46.3 ACRES ±
- 4 TMS 271-00-01-081. (LOT B)
- 5 TMS 271-00-01-082. (LOT C)
- 6 REFERENCE PLAT RECORDED IN PLAT CABINET B, PAGE 123 CABINET E, PAGE 223 BOOK A, PAGE 162 BOOK C, PAGE 328 BOOK D, PAGE 21
- 7 SOUTH CAROLINA STATE HIGHWAY DEPARTMENT DOCKET NO. 0.353
- 8 PLAT ENTITLED "MAP OF A TRACT OF LAND ABOUT TO BE CONVEYED BY C.E. WOOD TO SARAH C SANDERS, ETAL." DATED 5-7-38 BY HENRY B. FISHBURNE, R.L.S., UNRECORDED
- 9 IPS INDICATES 5/8" PEBBAR, SET
- 10 IPF INDICATES 5/8" REBAR, FOUND
- 11 PROPERTY IS OWNED BY AUTO SAFETY GLASS COMPANY, 1000 W. QUATTLEBAUM, JR

... CONTAINS TO R.F.M. 1:5000 MAP INFORMATION

# LONDON PANTRY FOOD, INC.

TO GOOSE  
VICINITY MAP N.T.S.

TMS 162-00-01-033  
~~IPF - IRON PIPE FOUND~~  
 IPS - IRON PIPE SET  
 DEED REF: BK A-294 @ PG. 121



This Property May Not Meet Local Or State Health Department Requirements. No Structures Can Be Built On This Property Until Approval By The Health Department Has Been Obtained.

Berkeley County Planning Commission

*Cynthia L. Lorte*  
 (Signature)  
*J. D. Scarborough*  
 (Signature)  
 10-16-91 Date

RECORDED  
 Cal J pg 47  
 Time 11:40am  
 Date 10-10-91

*Cynthia L. Lorte*  
 Berkeley County

NOTE: This is to certify that I have consulted the Federal Insurance Administration flood hazard boundary map, and find the LOT described is not located in a special flood hazard area.

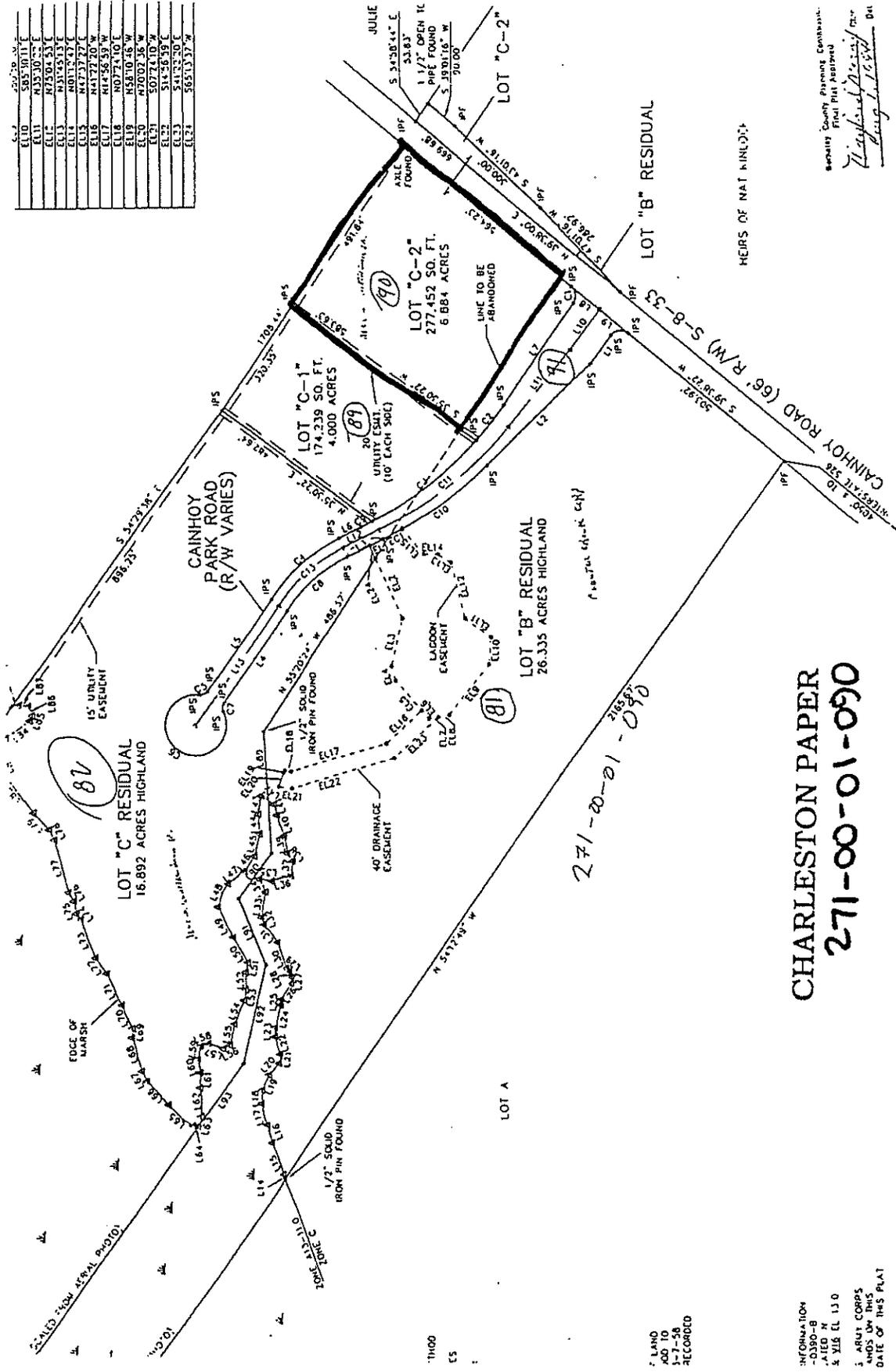


AT OF 2.0 AC.  
 ED BY  
 RKELEY INDUSTRIAL PARK

JOHNS PARISH  
 ELEY COUNTY  
 H CAROLINA  
 23 1991

SCALE: 1"=100'  
 0 50 100  
*William H. Dennis*

EL10	58518117
EL11	23570227
EL12	27504237
EL13	23545137
EL14	20115777
EL15	24737277
EL16	24737277
EL17	24737277
EL18	24737277
EL19	24737277
EL20	24737277
EL21	24737277
EL22	24737277
EL23	24737277
EL24	24737277



**CHARLESTON PAPER**  
**271-00-01-090**

INFORMATION  
 - 271-00-01-090  
 - 271-00-01-090  
 & 271-00-01-090  
 3. ARMY CORPS  
 ANDS ON THIS  
 DATE OF THIS PLAT

Sevier County Planning Commission  
 Final Plat Approved  
*Elizabeth D. Smith*  
 August 15, 2011

HEIRS OF NAT KINLOD

271-00-01-090

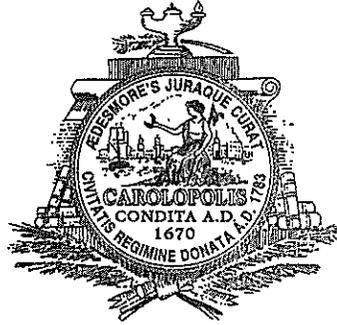
EXHIBIT B  
LAND DESCRIPTION  
WILLIAMSBURG COUNTY  
(WILLIAMSBURG COUNTY/BERKELEY COUNTY  
MULTI-COUNTY INDUSTRIAL PARK)

- 1) THE MUSIC PEDDLER, INC.:  
Tax Map # 45-453-109: 1.0 Acre, 2100 sf. bldg.
- 2) VIRGINIA G. STROUD:  
Tax Map # 45-453-110: 77.3 Acres
- 3) MYRTLEWOOD PLANTATION:  
Tax Map # 08-016-143: 2.5 Acres
- 4) WISE COMPANY, INC.:  
Tax Map # 07-013-130: 1 Lot  
Tax Map # 07-013-131:  
Tax Map # 07-013-133: 2.5 Acres
- 5) STUCKEY BROTHERS FURNITURE WAREHOUSE:  
Tax Map # 19-003-005: 7.1 Acres, 20,000 sf. bldg.
- 6) LANE INDUSTRIAL DEVELOPMENT CORPORATION:  
Tax Map # 12-026-003: 10.6 Acres
- 7) W.H. COX, SR.:  
Tax Map # 45-126-023: 62.4 Acres
- 8) WILLIAM D. MCDANIEL:  
Tax Map # 14-004-001: 35.3 Acres

**EXHIBIT B**

Property Description

e (i)



Ratification Number \_\_\_\_\_

# AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1211 CAMELLIA ROAD (0.14 ACRE) (TMS# 351-12-00-050), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 9.

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

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

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

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 9 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1211 Camellia Road, (0.14 acre) is identified by the Charleston County Assessors Office as TMS# 351-12-00-050, (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:** 1211 Camellia Road

**Presented to Council:** 5/24/2016

**Status:** Received Signed Petition

**Owner Names:** Denis O'Doherty and Robert Harvey

**Year Built:** 1958

**Parcel ID:** 3511200050

**Number of Units:** 1

**Number of Persons:** 2

**Race:** Caucasian

**Acreage:** 0.14

**Mailing Address:** 1211 Camellia Rd

**Current Land Use:** Residential

**Address:** Charleston, SC 29407

**Current Zoning:** R-4

**Requested Zoning:** SR-2

**City Area:** West Ashley

**Recommended Zoning:** SR-2

**Subdivision:** Pinecrest Gardens

**Appraised Value:** \$154,000.00

**Council District:** 9

**Assessed Value:** \$6,160.00

**Within UGB:** Yes

**Stormwater Fees:** 72.00

<b>Police</b>	Located in existing service area - Team 4
<b>Fire</b>	Located in existing service area - Station 12
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. One additional stop.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	No additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	None
<b>Charleston Water Systems</b>	CWS service area.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is a developed site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

<b>City Plan Recommendation:</b>	The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

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:

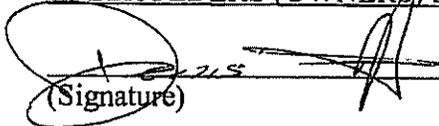
SAID PROPERTY, located in West Ashley (approximately 0.14 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3511200050  
(Address: 1211 Camellia Rd. Chas. SC 294107).

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  
MAY, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

  
(Signature)

5-10-16  
(Date)

DENIS O'DOHERTY  
(Print Name)

  
(Signature)

5-10-16  
(Date)

ROBERTY HARVEY  
(Print Name)

# City of Charleston Annexation Map

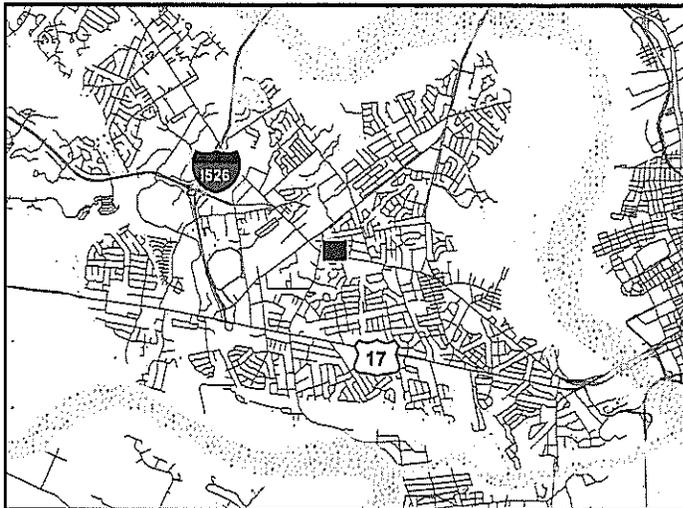
Parcel Address:  
1211 Camellia Rd

TMS #:  
3511200050

Acreage: 0.14

City Council District: 9

West Ashley



Subject Property



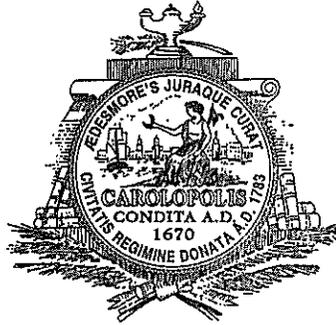
Corporate Limits  
City of Charleston



Water



e(ii)



Ratification Number \_\_\_\_\_

# AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1643 SULGRAVE ROAD (0.30 ACRE) (TMS# 354-02-00-043), 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, 1643 Sulgrave Road, (0.30 acre) is identified by the Charleston County Assessors Office as TMS# 354-02-00-043, (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:** 1643 Sulgrave Road

**Presented to Council:** 5/24/2016

**Status:** Received Signed Petition

**Owner Names:** Emmanuel Ferguson and Maranda Adams

**Year Built:** 1978

**Parcel ID:** 3540200043

**Number of Units:** 1

**Number of Persons:** 2

**Race:** African-American

**Acreage:** 0.30

**Mailing Address:** 1643 Sulgrave Rd

**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:** Forest Lakes

**Appraised Value:** \$250,000.00

**Council District:** 2

**Assessed Value:** \$10,000.00

**Within UGB:** Yes

**Stormwater Fees:** 72.00

<b>Police</b>	Located in existing service area - Team 4
<b>Fire</b>	Located in existing service area - Station 12
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. One additional stop.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	No additional City-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	None
<b>Charleston Water Systems</b>	CWS service area.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is a developed site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	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:

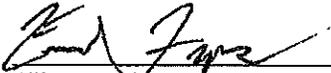
SAID PROPERTY, located in West Ashley (approximately 0.30 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 354-02-00-043 (1643 Sulgrave Road).

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 12<sup>th</sup> day of  
May, 2016

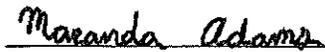
FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

  
\_\_\_\_\_  
(Signature)

5-16-2016  
\_\_\_\_\_  
(Date)

Emmanuel Ferguson  
\_\_\_\_\_  
(Print Name)

  
\_\_\_\_\_  
(Signature)

5-16-2016  
\_\_\_\_\_  
(Date)

Maranda Adams  
\_\_\_\_\_  
(Print Name)

# City of Charleston Annexation Map

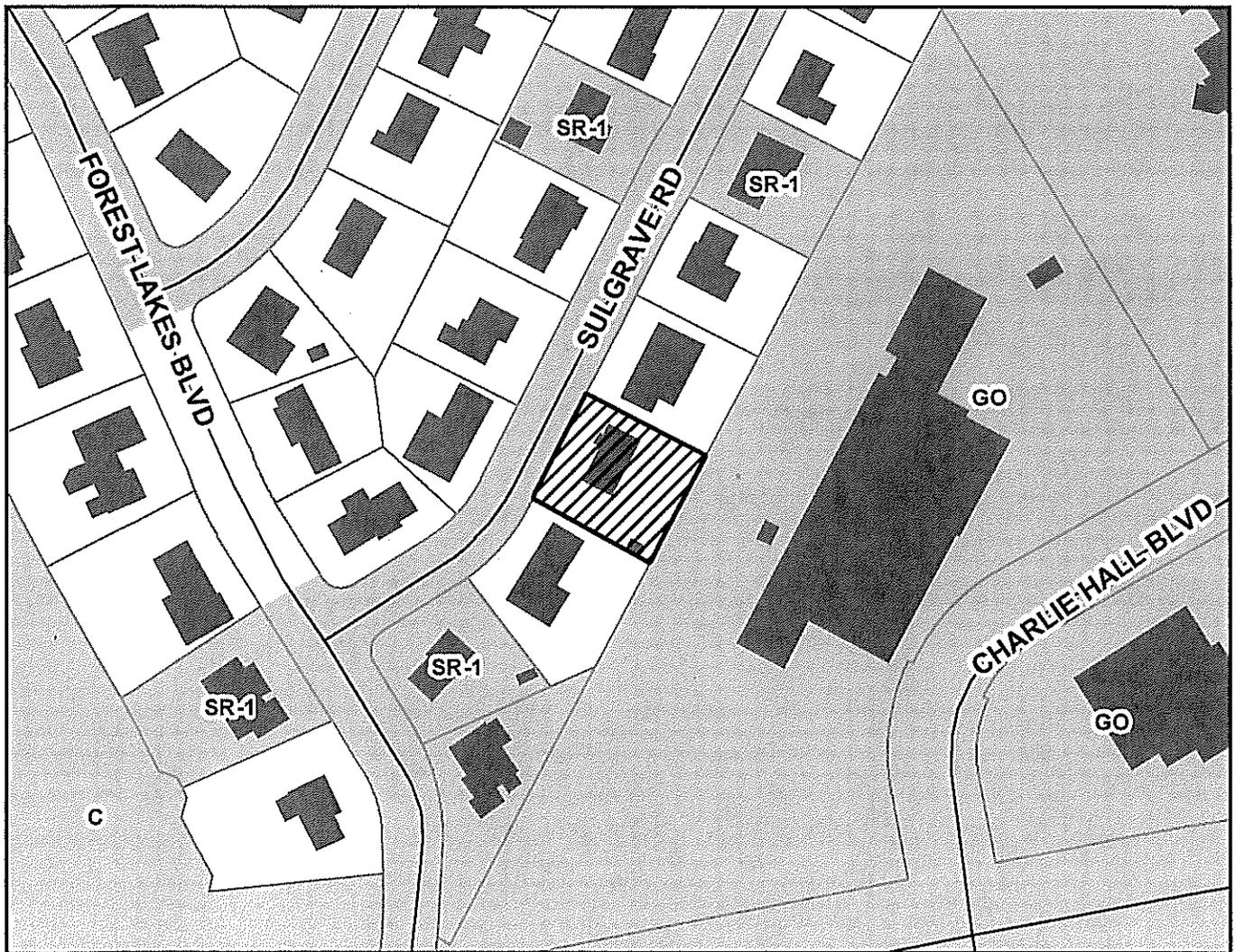
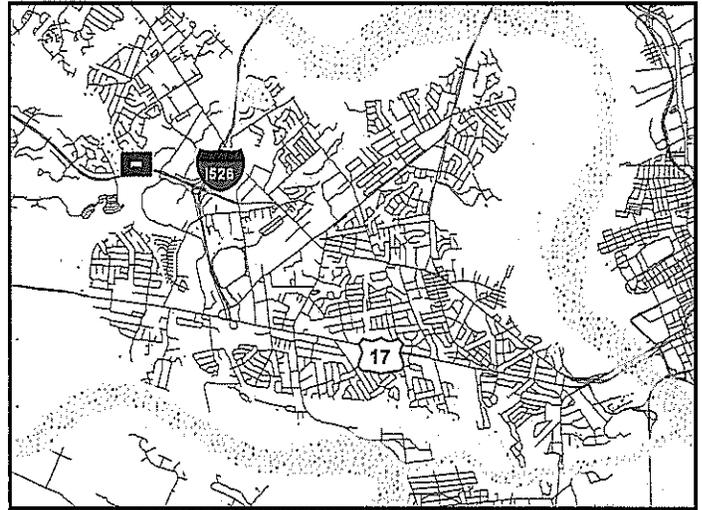
Parcel Address:  
1643 Sulgrave Rd

TMS #:  
3540200043

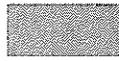
Acreage: 0.30

City Council District: 2

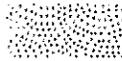
West Ashley



Subject Property



Corporate Limits  
City of Charleston



Water

