NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 2:30 p.m. Monday, March 22, 2021, Conference Call: 1-929-205-6099; Access Code: 835 678 884. The agenda will be as follows:

AGENDA

Invocation – Councilmember Waring

Approval of Minutes:

March 8, 2021

a. Request that the City Council authorize the Mayor to execute the necessary documents for the re-purchase of 52 Kennedy Street from Martay, LLC, a South Carolina Limited Liability Company, for $100,000. The property will be utilized for its original purpose-affordable homeownership opportunities for persons whose income does not exceed 120 percent of the Area Median Income. The property is owned by Martay, LLC. TMS No. 460-07-04-106.

b. A Resolution authorizing the City of Charleston to accept a permanent drainage easement, temporary construction easements, and subsurface tunnel easements encumbering properties owned and controlled by the Medical University of South Carolina, designated as Charleston County TMS Nos. 4601104027, 4601501017, and 4601501027 upon approval of the final form of the easement by the City’s Director of Stormwater Management and Corporation Counsel.

c. Authorization for the Mayor to accept an easement on behalf of the City of Charleston for the purpose of a future multi-use path to be constructed by Charleston County TMS No. 313-00-00-098, more specifically described by the attached plat. (2901 Maybank Highway, Johns Island). The property is owned by Chad C. Dennis.

d. Consider the following annexations:

(i) 738 Saint Andrews Blvd. (0.26 acre) (TMS No. 418-15-00-081), West Ashley, Charleston County (District 3). The property is owned by Robert A. Limehouse, IV.

(ii) 1908 2nd Drive (0.20 acre) (TMS No. 350-05-00-006), West Ashley, Charleston County (District 7). The property is owned by John H. and John J. Tecklenburg.
e. Executive Session in accordance with Section 30-4-70(a)(2) of the South Carolina Code, to discuss the City’s acquisition of temporary construction easements and permanent drainage easements necessary for the completion of Phase 2 of the Forest Acres drainage improvement project through Charleston County TMS Nos. 3500400002, 3500400032, 3500400035, and 4180100328, by negotiation and/or eminent domain. After returning from executive session, the committee may or may not take action recommending the City be authorized to acquire temporary construction easements and/or permanent drainage easements through TMS Nos. 3500400002, 3500400032, 3500400035, and/or 4180100328 by negotiation and/or eminent domain.

f. Executive Session in accordance with Section 30-4-70(a)(2) of the South Carolina Code to receive legal advice about pending contractual negotiations with respect to the proposed ordinance authorizing the Mayor to execute, on behalf of the City of Charleston, a memorandum of agreement with Palmetto Railways, the South Carolina Department of Commerce, and the South Carolina State Ports Authority regarding the Navy Base Intermodal Facility (NBIF) project in Charleston County, South Carolina, under which the City will accept $11.5 million for (1) the City’s conveyance of certain real property, being a portion of Charleston County TMS No. 464-02-00-051, commonly known as the WR Grace site, through separate purchase agreement; and (2) mitigation of existing and future impacts related to the construction and operation of the NBIF, including but not limited to freight rail movement in the vicinity of the southern access component of the NBIF. Upon returning from executive session, the Committee may vote on whether or not to recommend that City Council give final reading to the ordinance.

g. Executive Session in accordance with 30-4-70(a)(2) of the South Carolina Code to receive legal advice regarding the Charleston School of Law transaction. (Deferred for discussion at City Council)

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
TO: John J. Tecklenburg, Mayor  DATE: March 23, 2021
FROM: Geona Shaw Johnson  DEPT: Housing and Community Development
ADDRESS: 52 Kennedy Street, Charleston, SC 29401
TMS: 460-07-04-106

Request that the City Council authorize the Mayor to execute the necessary documents for the re-purchase of 52 Kennedy Street from Martay, LLC, a South Carolina Limited Liability Company, for $100,000. The property will be utilized for its original purpose – affordable homeownership opportunities for persons whose income does not exceed 120 percent of the Area Median Income.

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

Department Head
Legal Dept
Property Coordinator
Property Manager

FUNDING: Was funding needed? Yes  X  No  □
If yes, was funding previously approved? Yes  X  No  □

*If approved, provide the following:
Dept/Div. Fee-in-Lieu Acct: 473020-42200
Balance in Account Amount needed for this item

NEED: Identify any critical time constraint(s).

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

*Commercial Property and Community & Housing Development have an additional form.
REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract (the "Contract") is made as of the 23rd day of March, 2021 (the "Effective Date") by the City of Charleston as Buyer ("Buyer") and Martay, LLC, a South Carolina limited liability company as Seller ("Seller"). This Contract is a binding and effective agreement between Seller and Buyer as of the Effective Date.

1. SALE AND PURCHASE OF REAL PROPERTY. Seller agrees to sell, and Buyer agrees to buy, the land and any improvements thereon at 52 Kennedy Street, Charleston, South Carolina, bearing County TMS #480-07-04-108 (the "Property"). This purchase and sale includes all Seller's rights in and to the Property, including but not limited to easements, licenses, and appurtenances.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property shall be One Hundred Thousand and No/100 Dollars ($100,000.00). The Purchase Price shall be paid in Cash or Certified Funds at Closing.

3. INTENTIONALLY OMITTED.

4. FINANCING AND APPRAISAL. Intentionally deleted.

5. POSSESSION AND UTILITIES TRANSFER. Seller shall deliver possession of the Property to Buyer at Closing. The Property shall be free of all tenants, occupants, and or rental obligations. To Seller’s knowledge, the Property has no active utilities connections or accounts.

6. CLOSING. The Closing date of this Contract shall be forty five (45) days after the Effective Date. Buyer has the right to extend the Closing for up to five (5) calendar days upon delivering to Seller a written request for such extension. Closing will occur at the offices of Buyer’s attorney.

7. TITLE. At Closing, Seller shall deliver good, marketable, and insurable title to the Property in fee simple by a limited warranty deed, subject only to the Permitted Exceptions, and otherwise in compliance with the terms of this Contract.

As used herein, "Permitted Exceptions" shall mean: (i) those easements, covenants, conditions and restrictions and other exceptions to title of record as of the Effective Date which are reviewed and approved by Buyer or to which Buyer has not objected in writing by delivery of notice to Seller ("Title Objection") prior to 5:00 PM on the final day of the Inspection Period (the "Title Objection Deadline") or to which Buyer has made a timely Title Objection, and which Seller has notified Buyer, in writing within 5 days of such Title Objection, that it will not cure; and (ii) the lien of general real estate taxes for the current year and subsequent years which are not yet due or payable. The foregoing notwithstanding, Permitted Exceptions shall not include, and Buyer shall not be obligated to object to mortgage or other financing liens, tax liens or money judgments, and the same shall be paid in full or otherwise removed from title to the Property by Seller at or
Property are important to Buyer and Buyer's intended use, then it is Buyer's responsibility to inspect such aspects as thoroughly as Buyer deems necessary.

Nevertheless, Buyer reserves the right and privilege of inspecting the Property and Closing of this transaction is expressly contingent upon the following:

A. PHYSICAL/STRUCTURAL/CIRCUMSTANCES INSPECTION. Buyer has the privilege and responsibility of inspecting the Property, including the fitness of any improvements thereon, square footage, zoning, set back requirements, boundaries, survey, access, topography, soils, elevation, flood risk, use restrictions, pest and termite infestations, environmental concerns, as well as the Property's title history, and any other aspect of the Property which Buyer desires to inspect. Buyer will pay the cost of such inspections, if any are desired. Buyer will perform the inspections within thirty (30) days (the "Inspection Period") after the Effective Date and Seller agrees to make the Property available for such inspections during normal business weekday hours with no advance notice required. If Buyer finds any deficiencies or dissatisfactory results, Buyer may: [i] terminate the Contract by written notice to Seller; or [ii] proceed to Closing. If Buyer does not terminate this Contract by written notice to Seller within the Inspection Period, Buyer shall be deemed satisfied with the condition of the Property and shall have no further right to terminate this Contract based on the Property's condition, except as to any matters first occurring after the Inspection Period expiration but prior to Closing.

B. WALK-THROUGH INSPECTION PRIOR TO CLOSING. Buyer shall have the right to conduct a walk-through inspection of the Property within 24 hours prior to the Closing to confirm the Property is in substantially the same condition as of the Effective Date. The inspection shall be at a time requested by Buyer and conducted between the hours of 8:00 a.m. and 6:00 p.m., unless the parties agree otherwise. If Buyer is not physically available for such walk-through inspection, Buyer may appoint its designated representative conduct such inspection. Seller agrees to cooperate and make the Property available for such inspection provided Buyer makes such request at least 24 hours prior to the desired walk-through inspection time.

12. DEFAULT. If a party defaults in performing its obligations under this Contract, the aggrieved party may provide the other party a written notice reasonably detailing the default and demand to cure. If the default is not cured within five (5) days of the receiving party's receipt of the written notice (or, if a cure cannot be reasonably performed within 5 days, then a cure initiated within 5 days and diligently pursued to completion), the receiving party shall be in breach of this Contract and the aggrieved party may pursue its remedies as set forth below.

If the breach is by Seller, upon expiration of the above-stated cure period, Buyer may either [i] demand a reimbursement of its reasonable inspection costs (in which case this Contract shall be terminated, and such reimbursement paid within ten (10) days of such termination, with Buyer and Seller having no further obligations among or between them from and after Buyer's receipt of such reimbursement), or [ii] pursue the remedy of specific performance. If the breach is by Buyer, upon expiration of the above-stated cure period Buyer shall pay to Seller as liquidated damages the sum of $5,000 as Seller's sole
By: 
Its: Authorized Member or Manager 
Date: March _____, 2021 
Address for notices: 83 Line Street, Charleston, SC 29403 
Email: mw@charlestonbusinesbrokers.com 

Buyer: City of Charleston, an incorporated municipality 
By: 
Its Authorized 
Date: March _____, 2021 
Address for notices: 
Email: 
A RESOLUTION

AUTHORIZING THE CITY OF CHARLESTON TO ACCEPT A PERMANENT DRAINAGE EASEMENT, TEMPORARY CONSTRUCTION EASEMENTS, AND SUBSURFACE TUNNEL EASEMENTS ENCUMBERING PROPERTIES OWNED AND CONTROLLED BY THE MEDICAL UNIVERSITY OF SOUTH CAROLINA, DESIGNATED AS CHARLESTON COUNTY TMS NOS. 460104027, 4601501017, AND 4601501027 UPON APPROVAL OF THE FINAL FORM OF THE EASEMENT BY THE CITY’S DIRECTOR OF STORMWATER MANAGEMENT AND CORPORATION COUNSEL.

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

Section 1. That the City of Charleston is hereby authorized to accept a permanent drainage easement, temporary construction easements, and subsurface tunnel easements encumbering properties owned and controlled by the Medical University of South Carolina, designated as Charleston County TMS Nos. 460-11-04-027, 460-15-01-017, and 460-15-01-027, said easements being more particularly shown and delineated on Exhibit A, attached hereto and incorporated herein by reference.

Section 2. That the permanent and temporary utility easement agreement attached hereto and incorporated herein by reference as Exhibit B constitutes the current form of the instrument that the City is authorized to accept; provided, however, the final form of the agreement shall be approved by the City’s Director of Stormwater Management and Corporation Counsel, so long as the consideration and liabilities to the City are not increased as a result thereof.

Section 3. That City Council strongly prefers that the subsurface tunnel easements encumbering the subject properties be granted permanently, but that the City is authorized to accept such easements for a term of no less than fifty (50) years. Notwithstanding the foregoing, the City is hereby authorized to accept an agreement granting a subsurface tunnel easement for a term of no less than fifty (50) years and, without further action by City Council, accept, at a later date, permanent subsurface tunnel easements under the terms set forth in the agreement approved by the City’s Director of Stormwater Management and Corporation Counsel.

Section 4. That the Mayor and/or the Director of Stormwater Management are authorized to execute the final form of the agreement and an amendment thereto as set forth in Section 3, on behalf of the City.
Section 5. That this Resolution shall become effective upon approval by City Council.

Adopted this 23rd day of March, 2021

By: ________________________________
   John J. Tecklenburg, Mayor

ATTEST: By: ________________________________
         Jennifer Cook
         Clerk of Council
EXHIBIT B

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERMANENT & TEMPORARY
UTILITY EASEMENTS

WHEREAS, the Medical University of South Carolina is the owner in control and possession of certain parcels of land in the City of Charleston which are designated by Charleston County tax map numbers 460-11-04-027, 460-15-01-017 and 460-15-01-027 (the “Property”); and

WHEREAS the City of Charleston plans to install and maintain a Stormwater Collection and Conveyance System (the “Stormwater System”) that connects a surface collection system to a deep tunnel conveyance system serving the Spring/Fishburne Basin within the Charleston Peninsula; and

WHEREAS, the Stormwater System will serve as the main source for the conveyance of stormwater for a portion of the Charleston Peninsula identified as the Spring/Fishburne Basin; and

WHEREAS, the City of Charleston desires to route a portion of the Stormwater System so as to locate it on and beneath the Property; and

WHEREAS, the City of Charleston has requested rights-of-way and utility easements under and across the portion of the Property shown on the Plat (as hereinafter defined), which the Medical University of South Carolina has agreed to grant under the following terms and conditions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the MEDICAL UNIVERSITY OF SOUTH CAROLINA (“Grantor”), in consideration of the sum of One dollar and 00/100ths ($1.00) to the Grantor in hand paid for the right-of-way and utility easements granted hereunder, at and before the sealing of these presents, by the CITY OF CHARLESTON
the receipt of which is hereby acknowledged, has, subject to all matters of record in the Register of Deeds Office for Charleston County, South Carolina and to all matters that an inspection of the Property and/or a true and correct survey of the Property would show (collectively, the "Permitted Exceptions") granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the CITY OF CHARLESTON (the "City" or "Grantee"), the following rights-of-way and easements:

(1) Transferable subsurface tunnel easements (collectively, the "Subsurface Tunnel Easement") for a public purpose under and across those certain portions of the Property designated as "NEW 40' COC SUBSURFACE TUNNEL EASEMENT, 0.32 ACRE (13,938 SF)," "NEW 40' COC SUBSURFACE TUNNEL EASEMENT, 0.06 ACRE (2,736 SF)," and "NEW 40' COC SUBSURFACE TUNNEL EASEMENT: 0.002 ACRE (81 SF)," on a plat entitled "EASEMENT PLAT SHOWING TMS# 460-15-01-(017 & 027), TMS# 460-11-04-027, PROPERTY OF THE MEDICAL UNIVERSITY OF SOUTH CAROLINA & TMS# 460-15-01-(023, 024 & 026) PROPERTY OF THE HEALTH SCIENCE FOUNDATION OF THE MEDICAL UNIVERSITY OF SC CREATING A 40' SUBSURFACE TUNNEL EASEMENT, PERMANENT EXCLUSIVE DRAINAGE EASEMENT & TEMPORARY CONSTRUCTION EASEMENT AS SHOWN TO BE ACQUIRED BY THE CITY OF CHARLESTON LOCATED CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, D&F JOB #: 031874.00," by Kevin Thewes (S.C.R.L.S. No. 21627) of Davis & Floyd, Inc., dated March 11, 2020 and recorded on ________________________, in Plat Book ___ at Page ____ in the Register of Deeds Office for Charleston County,
South Carolina (the “Plat”). A copy of the Plat is attached hereto and incorporated herein by reference as Exhibit A.

Said Subsurface Tunnel Easement is shown as being contained within a portion of the Property designated as “NEW 40’ COC SUBSURFACE TUNNEL EASEMENT” on said Plat and has such size, shape, dimensions, butttings and boundings as by reference to said Plat will more fully appear.

Together with the right to lay, construct, locate, install, operate, maintain, inspect repair and replace an underground stormwater conveyance tunnel within the Subsurface Tunnel Easement area.

(2) A permanent, transferable and exclusive stormwater drainage easement (the “Drainage Easement”) for a public purpose over, under, and across that certain portion of the Property designated as “NEW PERMANENT VARIABLE WIDTH COC EXCLUSIVE DE: 0.04 ACRE (1,844 SF)” on the Plat. The Drainage Easement is shown as being contained within a portion of the Property designated as “TMS# 460-15-01-017” on said Plat and has such size, shape, dimensions, butttings and boundings as by reference to said Plat will more fully appear.

(3) **Scope of Exclusivity.** Notwithstanding any other provision of this Agreement, the Drainage Easement shall be “exclusive” in that the Grantee shall have the right to exclude others, including Grantor, from using the Storm Water System and Drainage Improvements; however, the Drainage Easement shall be “nonexclusive” in that the Grantor may make other uses of the Easement Area so long as the uses do not unreasonably interfere with the rights granted to Grantee under this Drainage Easement. In addition, Grantor will not grant additional easements over,
under, or upon the Drainage Easement area which would conflict with the Drainage Easement without prior written consent of the Grantee, which consent shall not unreasonably be withheld, conditioned or delayed.

(4) A temporary construction easement (the "Temporary Construction Easement") for a public purpose (as specified in Paragraph 5 below) over, under, and across that certain portion of the Property designated as "NEW TEMPORARY VARIABLE WIDTH COC CONSTRUCTION EASEMENT: 0.14 ACRE (6,225 SF)" on the Plat. The Temporary Construction Easement is shown as being contained within a portion of the Property designated as "TMS# 460-15-01-017" on said Plat and has such size, shape, dimensions, butttings and boundings as by reference to said Plat will more fully appear.

(5) The City, its agents and independent contractors shall have, during the duration of the Temporary Construction Easement, the right of ingress and egress to the land contained within the Temporary Construction Easement as shown on the Plat and described in Paragraph 4 above for purposes of construction, periodic inspection, maintenance, repair and replacement as necessary to construct the drop shaft, vortex box, deep tunnel, and associated surface drainage system components for the Stormwater System. The Temporary Construction Easement shall terminate upon the earlier of the completion of the portion of the drainage project designated as "Ehrhardt Drainage Improvement Project" by the City or December 31, 2023. The termination of such authorization shall be automatic and without the necessity of any further documentation or action by the Parties hereto; provided, however, that upon reasonable request of any one of the Parties, a written agreement in
recordable form prepared at the cost of the Party so requesting shall be executed by the Parties hereto to evidence such termination.

(6) The easement areas contained within the Subsurface Tunnel Easement, Drainage Easement, and Temporary Construction Easement shall collectively be identified as the Easement Area.

IT IS FURTHER AGREED between the parties that the CITY OF CHARLESTON shall be responsible for the following:

(1) All landscape shrubs, trees and surface improvements that were removed to construct the temporary laydown yard contained in the Temporary Construction Easement area and as shown on the Plat will be promptly replaced with shrubs, trees of equivalent size to that which was removed, provided they are compatible with being placed within close proximity to a storm drain. All existing lawn that has been disturbed during construction will be promptly replaced with sod. All existing landscaping materials, barriers and fences will be replaced or restored as they were prior to construction. All irrigation system components will be promptly replaced, connected into the existing irrigation system and restored to full operation, as they were prior to construction. After construction, once the plants, shrubs, trees and/or sod, as needed, have been placed within the Temporary Construction Easement by the City and the property has sufficiently been restored, the City shall have no further responsibility to maintain the area subject to the Temporary Construction Easement.

(2) Construction activities within the Temporary Construction Easement will commence no earlier than May 1, 2021, and will be completed no later than
December 31, 2023. The City will use reasonable efforts to complete all identified work and return the Temporary Construction Easement area to Grantor in an efficient manner.

(3) The City shall cause each contractor, architect, engineer and professional consultants which shall provide materials, labor or services within the Easement Area to purchase and maintain commercial general liability insurance as described in the attached insurance addendum which is incorporated herein by reference as Insurance Addendum to Permanent & Temporary Utility Easements (attached hereto as Exhibit B).

(4) Evidence of Contractor’s insurance, to include but not be limited to certificates of insurance and policies shall be provided to Grantor as follows via first class mail to:

Office of General Counsel, MUSC
C/O MUSC Health
22 WestEdge, Suite 300
Charleston, SC 29403

TOGETHER with all the rights and privileges necessary or convenient for the full enjoyment or use of said Subsurface Tunnel Easement, Drainage Easement, and Temporary Construction Easement.

AND it is further agreed between the parties that:

(1) The Grantor and its successors and assigns shall have the right to construct a structure within the portion of the Property subject to the Subsurface Tunnel Easement. Provided however, the Grantor agrees for itself and its successors and
assigns that, in the event a structure is constructed within the portion of the Property subject to the Subsurface Tunnel Easement, no portion of said structure, including but not limited to the foundation and pilings, will penetrate the Subsurface Tunnel Easement to depths exceeding negative ninety-five feet (-95.0'), referenced to the North American Vertical Datum of 1988 (NAVD88). See “Easement Section View (TYP)” on said Plat, which is incorporated herein by reference.

(2) The Subsurface Tunnel Easement shall terminate fifty (50) years from the Effective Date of this Agreement, unless renewed by the Medical University of South Carolina, its successors and assigns, prior to termination. The Medical University of South Carolina shall have sole and exclusive discretion as to whether to renew the Subsurface Tunnel Easement. Notwithstanding the foregoing, in the event the City should abandon or not use the Subsurface Tunnel Easement for a consecutive period of (2) years, with or without written notice to the Grantor, the City will have given up all rights to the Subsurface Tunnel Easement. The Subsurface Tunnel Easement and/or Temporary Construction Easement may also be terminated by Grantor in the event of the City’s failure to comply with the terms and conditions of this instrument.

(3) The Drainage Easement shall continue in force from the Effective Date of this Agreement so long as it is used for utility purposes. And, in the event the City should abandon or not use the Drainage Easement for a consecutive period of (2) years, with or without written notice to the Grantor, the City will have given up all rights to such easement. The Drainage Easement may also be terminated
by Grantor in the event of the City’s failure to comply with the terms and conditions of this instrument.

(4) The Subsurface Tunnel Easement and Drainage Easement granted herein are for a public purpose and may be transferred and assigned by the City and its successors and assigns.

(5) The agreements contained herein shall be binding upon the City of Charleston and Grantor and their respective successors and assigns.

(6) The Grantee shall ensure that all of its activities involving the easements are in compliance with all existing and any future, applicable environmental, historical, cultural protection and all other laws, statutes and regulations, including, but not limited to: the Federal Water Pollution Control Act (a.k.a. the Clean Water Act), 33 U.S.C § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C § 300f et seq.; The Clean Air Act, 42 U.S.C §7401 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C §6901 et seq.; the Toxic Substances Control Act, 15 U.S.C §2601 et seq.; the Coastal Zone Management Act, 16 U.S.C § 1451 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act 7 U.S.C § 136 et seq.; National Historic Preservation Act, 16 U.S.C §470 et seq.; and the Endangered Species Act, 16 U.S.C §1531 et seq.; as well as any applicable state or local laws or regulations.

(7) The Grantee may not unlawfully pollute the air, ground, or water, nor create a public nuisance. The Grantee shall, at no cost to the Grantor, promptly comply with all applicable federal, state, and local laws, regulations, or directives regulating the quality of the environment and Grantee’s use of the Easement Area
for the purposes set forth herein. This does not affect the Grantee’s right to contest
the validity of such laws, regulations, or directives or to try to enjoin their
applicability.

(8) The Grantee shall use all required means to protect the environment, natural
resources and the balance of the Property from any damage arising from the
Grantee’s use of the Property and activities incident to such use.

(9) Grantee acknowledges responsibility for the torts and environmental and other
liabilities of Grantee and Grantee’s employees in the same manner and to the same
extent as a private individual under like circumstances, subject to the limitations
upon liability and damages, and exemptions from liability and damages, contained
in the South Carolina Tort Claims Act (the “Act”), codified at sections 15-78-10 to
-220 of the South Carolina Code, as the Act as applicable and as may be amended
from time to time.

(10) If any damage results to the environment or natural resources or to any portion of
the Property as a result of the Grantee’s use of the Easement Area pursuant to the
rights granted herein including any rights of ingress and egress as provided herein,
the Grantee shall promptly restore the environment, damaged resources and/or
Property at Grantee’s sole cost and expense. The Grantee shall be solely
responsible for all environmental cleanup costs, any claims for damage done to
any natural resources or to any portion of the Property resulting from the
Grantee’s use of the Easement Area, including any rights of ingress and egress
as provided herein and activities incident to such use.

(11) Notwithstanding the foregoing, the Grantor may be liable for the costs of any
environmental cleanup required for contamination which existed prior to the execution of this agreement (except to the extent such existing contamination is exacerbated or made evident by the actions of the Grantee or the existence of this Easement, in which event Grantee shall be responsible for its share of any such costs as set forth under applicable laws), or which Grantor causes after the execution of this document (except to the extent resulting from the presence of this Easement, in which event Grantee shall be responsible for its share of any such costs as set forth under applicable laws). "Environmental cleanup" as used herein means the remediation of any environmental damage as required by any federal, state, or local regulatory agency having jurisdiction over the area.

(12) The Grantee shall obtain any and all required federal, state and local environmental permits, licenses and/or approvals prior to commencement of construction.

(13) The Subsurface Tunnel Easement, Drainage Easement, and Temporary Construction Easement are conveyed without interference with, or prejudice to, the rights of the Grantor, except so far as is reasonably necessary in the exercise of the rights-of-way and easements hereby granted, and there are reserved to the Grantor all its respective rights in, and to, the use of its land lying within said rights-of-way and easements for all lawful purposes not inconsistent with the City's use of such easements for the purposes mentioned herein.

TO HAVE AND TO HOLD, subject to the Permitted Exceptions, all and singular, the easement rights and privileges above described unto the CITY OF CHARLESTON, its successors and assigns.
IN WITNESS WHEREOF, the MEDICAL UNIVERSITY OF SOUTH CAROLINA has set its hand and seal this ___ day of ____________________________ 2021.

THE MEDICAL UNIVERSITY OF SOUTH CAROLINA

By: ________________________________
(SIGNATURE)

Printed Name: ________________________________

Its: ________________________________ Date

Witness:

Printed Name

Signature Date

Witness:

Printed Name

Signature Date

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

I, ________________________________, Notary Public for the State of South Carolina, do hereby certify the MEDICAL UNIVERSITY OF SOUTH CAROLINA, 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 ____________________________ 2021.

Notary Public for the State of South Carolina
My commission expires: ________________________________

In accordance with provision of §10-1-130 Code of Laws by South Carolina, as amended, at its meeting held on 17th day of December, 2020, approval was given by the STATE FISCAL ACCOUNTABILITY AUTHORITY to the easement herein.
IN WITNESS WHEREOF, the City of Charleston has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:

__________________________________________________________
First Witness
Print Name: ____________________________________________

By: 
Name: John J. Tecklenburg
Its: Mayor

Date: _________________

__________________________________________________________
Second Witness
Print Name: ____________________________________________

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

I, ____________________________, a Notary Public for South Carolina, do hereby certify that the CITY OF CHARLESTON, by John J. Tecklenburg, its Mayor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of __________________, 2021.

__________________________________________________________
Notary Public for South Carolina
Print Name: ____________________________________________
My Commission Expires: __________________________
REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: March 1, 2021

FROM: Julia P. Copeland DEPT: Legal

ADDRESS: 2901 Maybank Highway, Johns Island, SC

TMS: 313-00-00-098

PROPERTY OWNER: Chad C. Dennis

ACTION REQUEST: Authorization for Mayor to accept an easement on behalf of the City of Charleston for the purpose of a future multi-use path to be constructed by Charleston County, more specifically described by the attached plat.

ORDINANCE: Is an ordinance required? Yes ☐ No ☑

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

Department Head
Legal Department
Chief Financial Officer
Director Real Estate Management

Signature

Attachments

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.
STATE OF SOUTH CAROLINA   )    MULTI-USE PATH EASEMENT
COUNTY OF CHARLESTON   )    TO CITY OF CHARLESTON

This Agreement is made and entered into this ___ Day of ______________, 2021, by and
between the City of Charleston, a Municipal Corporation organized and existing pursuant to the
laws of the State of South Carolina (herein the "City"); and Chad Dennis (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of constructing and maintaining a multi-
use path across a portion of property identified by and designated as Charleston County tax map
number 313-00-00-098 and, to accomplish this objective, the City must obtain a certain easement
from the Owner permitting the construction and maintenance of the multi-use path through the
referenced portion of the Owner’s property, as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and
is minded to grant unto the City a certain permanent access easement ("Easement") in and to the
property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the
Easement to the property, the Owner has granted, bargained, sold, released and conveyed by these
present and does grant, bargain, sell, release and convey unto the City of Charleston all those
certain easement more particularly described on Exhibit A, attached hereto and incorporated herein
by reference.

The City shall at all times have the right of ingress and egress to the land affected by the said
Easement for the purposes of construction, periodic inspection, maintenance, repair and
replacement of a multi-use path. The Easement shall run with the land.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said City of
Charleston, its successors and assigns, against Owner and its heirs and assigns, and all persons
whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal the day and year first
above written.


(Remainder of page intentionally blank.)
WITNESSES:

Witness #1
Print Name: ________________________________

Witness #2
Print Name: ________________________________

CITY OF CHARLETON

By: ________________________________
Its: ________________________________

STATE OF SOUTH CAROLINA   )
COUNTY OF CHARLESTON     )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by ________________________________, the ________________________________ of the City of Charleston, a South Carolina municipality, on this ___ day of ______________, 2020.

Signature: ________________________________
Print Name of Notary: ________________________________
Notary Public for South Carolina
My Commission Expires: ________________________________
SEAL OF NOTARY

(Remainder of page intentionally blank.)
WITNESSES:

Witness #1
Print Name: ____________________________  Chad Dennis

Witness #2
Print Name: ____________________________

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me (the undersigned notary) by Chad Dennis, on this _____ day of ________________, 2020.

Signature: ____________________________
Print Name of Notary: ____________________________
Notary Public for South Carolina
My Commission Expires: ____________________________
SEAL OF NOTARY
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 738 SAINT ANDREWS BOULEVARD (0.26 ACRE) (TMS# 418-15-00-081), 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 3. THE PROPERTY IS OWNED BY ROBERT A. LIMEHOUSE, IV.

BE IT ORDERED 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 3 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 738 Saint Andrews Boulevard, (0.26 acre) is identified by the Charleston County Assessors Office as TMS# 418-15-00-081, (see attached map) and includes 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,
__________, in the _____ Year of the Independence of the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council
Annexation Profile

Parcel Address: 738 Saint Andrews Boulevard
Owner Names: Robert A. Limehouse, IV
Parcel ID: 4181500081

Mailing Address: 425 Dogwood Cr
Area: Summerville, SC 29485
City Area: West Ashley
Subdivision: Avondale
Council District: 3
Within UGB: Yes

Presented to Council: 3/23/2021
Status: Received Signed Petition
Year Built: 1940, 1987
Number of Units: 2
Number of Persons: 0
Race: Commercial
Acreage: 0.26
Current Land Use: Commercial
Current Zoning: OD_STA
Requested Zoning: GO
Recommended Zoning: GO
Appraised Value: $576,500.00
Assessed Value: $30,930.00
Stormwater Fees: To Be Calculated

<table>
<thead>
<tr>
<th>Public Service</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Located in existing service area - Station 10</td>
<td></td>
</tr>
<tr>
<td>Sanitation</td>
<td>Located in existing service area. One additional stop.</td>
</tr>
<tr>
<td>Storm Water</td>
<td>Contiguous to existing service area.</td>
</tr>
<tr>
<td>Streets and Sidewalks</td>
<td>Additional State-maintained right-of-way</td>
</tr>
<tr>
<td>Traffic and Transportation</td>
<td></td>
</tr>
<tr>
<td>Signalization</td>
<td>None</td>
</tr>
<tr>
<td>Signage</td>
<td>None</td>
</tr>
<tr>
<td>Pavement Markings</td>
<td>None</td>
</tr>
<tr>
<td>Charleston Water System</td>
<td>CWS service area.</td>
</tr>
</tbody>
</table>

Planning

Urban Growth Line: Property is a developed site within the line.
City Plan (Century Five): Highway
Elevation Range: 10-13 ft
Parks: Already being served.

Notes/Comments:

City Plan Recommendation: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA )
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 2.40 acres) to be annexed is
identified by the Charleston County Assessors Office as Property Identification Number: TMS#
418150008 (Address: 738 Saint Andrews Blvd, Charleston SC 29407).

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.

FREEHOLDERS (OWNERS) SIGNED

__________________________
(Signature)
Robert A. Limehouse IV
(Print Name)

__________________________
(Signature)

DATE OF SIGNATURE
3/10/2021
(Date)
Annexation Map

Location: West Ashley

Property Address: 738 Saint Andrews Blvd

Tax Map # (TMS): 4181500081

Area (Acres): approx. 0.26

Council District: 3
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1908 2ND DRIVE (0.20 ACRE) (TMS# 350-05-00-006), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 7. THE PROPERTY IS OWNED BY JOHN H. AND JOHN J. TECKLENBURG.

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

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

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

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

SAID PROPERTY to be annexed, 1908 2nd Drive, (0.20 acre) is identified by the Charleston County Assessors Office as TMS# 350-05-00-006, (see attached map).

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of 

_______________ in the Year of Our Lord, 

______________, in the _____ Year of the Independence of 

the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council
### Annexation Profile

**Parcel Address:** 1908 2nd Drive

**Owner Names:** John H. and John J. Tecklenburg

**Parcel ID:** 3500500006

**Mailing Address:** 1908 2nd Dr
**Address:** Charleston, SC 29407

**City Area:** West Ashley

**Subdivision:** St Andrews Heights

**Council District:** 7

**Within UGB:** Yes

**Presented to Council:** 3/23/2021

**Status:** Received Signed Petition

**Year Built:** 1938

**Number of Units:** 1

**Number of Persons:** 1

**Race:** Caucasian

**Acreage:** 0.20

**Current Land Use:** Residential

**Current Zoning:** OD_DUWAP

**Requested Zoning:** SR-2

**Recommended Zoning:** SR-2

**Appraised Value:** $160,600.00

**Assessed Value:** $4,410.00

**Stormwater Fees:** To Be Calculated

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<td>Suburban</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>16-17 ft</td>
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</tbody>
</table>

**Parks**

- Already being served.

### Notes/Comments:

**City Plan Recommendation:** The existing development and proposed zoning is consistent with the City Plan. Recommend 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 0.20 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 350-05-00-006 (Address: 1908 2nd Drive).

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

Dated this 1st day of March, 2021

FREEHOLDERS (OWNERS) SIGNED

JOHN HENRY TECKLENBURG
(Print Name)

JOHN J. TECKLENBURG
(Print Name)

DATE OF SIGNATURE

3-1-21
(Date)

3-1-21
(Date)
Annexation Map

Location: West Ashley

Property Address: 1908 2nd Dr

Tax Map # (TMS): 3500500006

Area (Acres): approx. 0.20

Council District: 7