NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 2:00 p.m. Monday, May 23, 2022, Conference Call: 1-929-205-6099; Access Code: 835 678 884. The agenda will be as follows:

AGENDA

Invocation – Councilmember Appel

Approval of Minutes:

May 9, 2022

a. Request approval for the Mayor to execute a Memorandum of Understanding between the City of Charleston and the Anson Burial Memorial Project Committee.

b. Request authorization for the Mayor to execute, on behalf of the City of Charleston, the Amended Lease Agreement between KOC Investors, LLC and the City of Charleston, extending the term of the lease to April 30, 2023. (529 Meeting Street, SC 29401)

c. Please consider the following annexation:

(i) 2863 Maybank Highway (1.83 acre) (TMS# 313-00-00-135 and 138), Johns Island, (District 5). The property is owned by Mabank Group LLC.

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.
COMMITTEE ON WAYS AND MEANS
GENERAL FORM

TO: Committee on Ways and Means
DATE: May 11, 2022

FROM: Julia Copeland
DEPT: Legal

ADDRESS: N/A

TMS: 

PROPERTY OWNER: N/A
Request approval for the Mayor to execute attached Memorandum of Understanding between the City of Charleston and the Anson Burial Memorial Project Committee.

ACTION REQUEST: 

ORDINANCE: Is an ordinance required? Yes [ ] No [x]

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

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<th>Department Head</th>
<th>Signature</th>
<th>Attachments</th>
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<th>Legal Department</th>
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<th>Chief Financial Officer</th>
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<th>Director Real Estate Management</th>
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FUNDING: Was funding needed? Yes [ ] No [x]

If yes, was funding previously approved?* Yes [ ] No [x]

*If approved, provide the following: Dept/Div. [ ] Acct: [ ]
Balance in Account [ ] Amount needed for this item [ ]

NEED: Identify any critical time constraint(s).
STATE OF SOUTH CAROLINA  )
       ) MEMORANDUM OF UNDERSTANDING
COUNTY OF CHARLESTON   ) Anson Burial Memorial

This Memorandum of Understanding (the “MOU”) is entered into as of the _____ day of ____________, 2022, by and between the City of Charleston, South Carolina (the “City”) and the Anson Burial Memorial Project Committee (the “ABMPC”).

1. The City and the ABMPC desire to build a Memorial on George Street, a city-owned property in accordance with a City-approved Design (the “Design”) for a memorial fountain prepared by Stephen Hayes. The approved design is attached hereto as Exhibit A. Phase One shall constitute community engagement and fundraising for the project. (“Phase One”).

2. The Project shall be completed in multiple phases with the City and the ABMPC having certain rights and responsibilities as follows:

   A. Outreach to Promote and Fund Design:

   i. ABMPC Rights and Responsibilities. During the Project, ABMPC shall:

      a) Gather neighborhood support and interest for the Project, educate and engage the community attending meetings, provide funding, and offer input, information and guidance on the Project;

      b) Coordinate and hold public meetings and engage and recruit community volunteers to implement the Project; and

      c) Fund, in accordance with the funding procedures set forth in Section A(iii) below for Phase One.

   ii. City Rights and Responsibilities. During the Project, the City shall:

      a) Attend meetings scheduled by AMBPC to assist with community outreach; and

      b) Have ultimate approval authority over the development of Phase One.

   iii. Funding Procedures for Project. The total estimated cost for Phase One at the execution of this MOU is $350,000.00. Proposed budget is attached hereto as Exhibit B. The Contract Funds shall be paid toward Phase One as follows:

      a) The City will commit $250,000.00 towards the project, which funds are available at the execution of this MOU. City funds will
be paid directly to Project vendor(s) within ten (10) business days of receipt of invoice.

b) ABMPC will provide and/or raise the balance of $100,000 within six (6) months of the execution of this MOU. This funding shall be paid to the Coastal Community Foundation or directly to Project vendor(s) at the discretion of ABMPC.

c) Work shall begin on the execution of the project when $350,000.00 (including the City funds) are available. At no point shall expenditures exceed total available funding for Phase One. The City shall maintain an accounting of total project expenditures.

B. Future Phases:

i. The future phases of the Project will include procurement for professional services to create construction documents for site plan and fountain based on approved concept plan, site preparation, construction of the fountain basin and other infrastructure costs (collectively, the “Future Phases”).

ii. The ABMPC and the City will enter into one or more separate Memoranda of Understanding (the “Future MOU/s”) addressing the parties’ respective roles as to the Future Phases. While the parties have not yet reached agreement as to certain details with respect to their roles during the future phases, the Future MOU/s will generally provide that ABMPC will help fund the payment of the various contracts executed in connection with the future phases by matching City funds committed with respect thereto.

3. Miscellaneous.

A. Notices. All notices, consents and other communications under this MOU shall be in writing and shall be deemed to have been duly given when (i) delivered by hand with signed delivery receipt requested, (ii) sent by email (with receipt confirmed), provided a copy is mailed on the same day by registered mail, return receipt requested, or (iii) received by the addressee, if sent by U.S. Mail or Express Mail, Federal Express or other express delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate as to itself by notice to the other):

If to the City:

City of Charleston, Department of Parks
Attn: Jason Kronsberg, Director
823 Meeting Street
Charleston, SC 29403
kronsbergj@charleston-sc.gov
If to CPC:

Anson Burial Memorial Fund Committee  
Attn: Brenda Lauderback, Committee Chair  
And Nigel Redden, Project Leader  
blaudeback@gmail.com  
Nigelredden@gmail.com  

B. **No Partnership.** Nothing herein shall be deemed to create any partnership or joint venture between the parties.

C. **Entire Agreement.** This MOU embodies the entire agreement and understanding among the parties hereto relating to the obligations of the parties hereunder and supersedes all prior agreements and understandings among them, whether written or oral, with respect thereto.

D. **Amendments.** This MOU may be amended only in writing, in whole or in part, at any time only by the approval of the City and ABMPC. No provision of this MOU may be waived except by a writing signed by both parties.

E. **Applicable Law.** This MOU shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina.

F. **Severability.** If any provision of this MOU is held to be invalid, as applied to any fact or circumstance, such invalidity shall not affect the validity of any other provision hereof or the validity of such provision as applied to any other fact or circumstance.

G. **Headings.** Section headings are for convenience of reference only and shall in no way affect the interpretation of this MOU.

H. **Binding Effect/Successors and Assigns.** The provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

I. **Multiple Counterparts.** This MOU may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this MOU by signing any such counterpart.

IN WITNESS WHEREOF, the parties have affixed their hands and seals as of the day and year first written above:

City of Charleston:
Witness

Mayor John J. Tecklenburg

Witness

Anson Burial Memorial Project Committee

Witness

By: _______________________

Its: _______________________

Witness
Fountain bowl will be a cast iron casting about 3ft tall. Some of the areas in the bowl will have holes to allow water to fall back to ground from the fountain's spouts.
36 hands holding object, in reference to the objects the people were buried with. Each hand will be casted in bronze, and will have its own water spouting from it.
36 hands holding object, in reference to the objects the people were buried with. Each hand will be casted in bronze, and will have its own water spouting from it.
Exhibit B

Anson Burial Memorial Fund
Phase 1 Budget

Artistic – Stephen Hayes

Artist design, Project Management, and Photograph, Travel & Team fee - $80,000
Fabrication
  Life casting mold and casting for one set of hands - $273.44
  36 sets of hand - $9,844
  Rubber molding one set of hands - $1920
    For 36 sets of hands - $69,156
  Bronze casting and finishing - set of hands - $3,600
    For 36 sets of hands - $129,000
Total Fabrication - $208,000
Insurance - 16,000
Artistic Contingency - $16,000
Sub-total - $320,000

Selection of Hands and Community Engagement
  Personnel - $14,500

Contingency - $15,500

Total - $350,000
TO: John J. Tecklenburg, Mayor    DATE: May 23, 2022
FROM: Geona Shaw Johnson    DEPT: Housing and Community Development
ADDRESS: 529 Meeting Street, SC 29401

TMS: Request authorization for the Mayor to execute, on behalf of the City of Charleston, the Amended Lease Agreement between KQC Investors, LLC and the City of Charleston, extending the term of the lease to April 30, 2023.

ACTION REQUEST: ____________________________________________________________________________

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

Department Head
Legal Dept
Property Coordinator
Property Manager

Signature: [Signature]

Attachments: X

FUNDING: Was funding needed? Yes □ No X
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).

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

*Commercial Property and Community & Housing Development have an additional form.
TO: John J. Tecklenburg, Mayor          DATE: May 23, 2022
FROM: Geona Shaw Johnson       DEPT: Housing and Community Development
ADDRESS: 529 Meeting Street, Charleston, SC 29401
TMS: 459-09-02-132

Request authorization for the Mayor to execute, on behalf of the City of Charleston, the Amended Lease Agreement between KQC Investors, LLC and the City of Charleston, extending the term of the lease to April 30, 2023.

ACTION REQUEST:

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

☐ ACQUISITION BY
   ☐ DONATION/TRANSFER
      Donated By: _________________________________

   ☐ FORECLOSURE
      Terms: ____________________________________

   ☐ PURCHASE
      Terms: ____________________________________

   ☐ CONDEMNATION
      Terms: ____________________________________

   ☐ OTHER
      Terms: ____________________________________

☐ SALE TO
   ☐ FOR-PROFIT ORG, please name __________________
      Terms: ____________________________________

   ☐ OTHER
      Terms: ____________________________________

☒ LEASE
   ☐ INITIAL
      Lessor: ___________________________ Lessee: ___________________________
      Terms: ___________________________

   ☐ RENEWAL
      Lessor: ___________________________ Lessee: ___________________________
      Terms: ___________________________
COMMERCIAL REAL ESTATE FORM

X AMENDMENT
Lessor: KQC Investors, LLC       Lessee: City of Charleston
Terms: As outlined in Amended Lease Agreement (attached)

☐ 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: __________________________
Property Manager

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

NEED: Identify any critical time constraint(s).
AMENDMENT TO LEASE AGREEMENT
529 Meeting Street, Charleston SC

This Amendment to Lease Agreement ("Amendment") is entered into within intended effect as of the 1st day of May, 2022, by and between KQC INVESTORS, LLC, a North Carolina limited liability company ("Landlord"), and the CITY OF CHARLESTON (the "Tenant").

WHEREAS, Landlord and Tenant entered into a Commercial Lease dated May 10, 2018 (the "Lease"), pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, that certain land, together with a building thereon, with a street address of 529 Meeting Street, Charleston, South Carolina (the "Premises"); and

WHEREAS, Landlord and Tenant have agreed to amend the Lease to extend the lease term and otherwise as provided herein;

NOW, THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Term.** Section 2 of the Lease is amended to provide that the Term shall be extended through April 30, 2023 (the "Expiration Date"), otherwise on the same terms and conditions provided in the Lease, as amended hereby; provided that either party shall have the right to terminate the Lease effective prior to the Expiration Date by giving at least one hundred twenty (120) days’ prior written notice to the other party, and after the Expiration Date the Term of the Lease shall continue until either party gives sixty (60) days’ prior written notice to the other party.

2. **Maintenance and Repairs.** Section 10 is modified to read as follows: Tenant shall not cause or permit any waste, damage, or injury to the Premises. Tenant agrees to perform major repair work on and replace, if necessary, the current HVAC systems on the Property at its sole cost of approximately $33,000. At the end of this Term, Tenant will have the right to remove these HVAC units prior to demolition of the Premises.

   Tenant shall perform normal and routine maintenance to keep the Premises suitable for the comfort and safety of patrons and staff and free from hazardous conditions and deterioration, other than ordinary wear and tear; maintain the Premises in a clean and neat fashion, free of litter and debris, and perform minor (less than $500 in cost) maintenance and replacement of equipment including maintenance of HVAC system, and keep a monthly maintenance log of said repairs and improvements. Tenant’s maintenance and repair obligations described above, and detailed in Section 11, shall not exceed a total of $25,000 during the term of this Lease. Once Tenant has reached its cap, the financial obligation will be shared between Tenant and Landlord; provided, however, that Landlord shall have the option to terminate this Lease in lieu of performing any repairs in excess of Tenant’s cap upon 120 days’ notice.

3. **Regulations and Sanitation.** Section 11 is modified to clarify that Tenant’s maintenance and sanitation obligations during the Term shall include normal maintenance and care for the grounds outside the building and on Premises.

4. **Effect of Modification.** Other than as expressly modified by this Amendment, the Lease shall continue in full force and effect, according to its original terms.
5. **Countertparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and together which shall constitute a single agreement.

IN WITNESS WHEREOF, an authorized representative of each of the parties has executed this Amendment effective as of the date first set forth above.
SEPARATE SIGNATURE PAGE TO 
AMENDMENT TO LEASE AGREEMENT 

529 Meeting Street, Charleston, SC

LANDLORD: KQC INVESTORS, LLC

By: Matthew B. Marceron, Manager

TENANT: CITY OF CHARLESTON

By: _____________________________

Name: ___________________________

Title: ___________________________
COMMERCIAL LEASE

Tenant: City of Charleston
Initial Term: Twelve (12) Months

Date Signed: 5/22/18
Renewals: Automatic month-to-month

Effective Date: 5/10/18

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

THIS LEASE AGREEMENT (the "Lease") entered into this 10th day of May, 2018, between the City of Charleston, hereinafter referred to as Tenant, and KQC Investors, LLC, hereinafter referred to as Landlord.

WITNESSETH:

1. PREMISES: That, Landlord, in consideration of rents, covenants, and conditions mentioned herein to be paid, kept, performed, and observed by Tenant, does hereby demise, lease and let unto Tenant, and Tenant does hereby hire and take from Landlord the premises known as:

That certain piece, parcel or tract of land, with the improvements thereon, located at 529 Meeting Street, in the City and County of Charleston, South Carolina bearing TMS number 459-05-01-011 (the "Premises")

2. TERM: To have and to hold said leased Premises for an initial term of Twelve Months, beginning May 10, 2018 and ending May 9, 2019 (the "Initial Term"). Landlord agrees that, after the expiration of the Initial Term and provided the Tenant is not in default in any of the terms or conditions of the Lease, the Lease will automatically renew on a month-to-month basis, with all terms and conditions remaining the same. Landlord agrees to provide the City no less than ninety (90) days' written notice of termination PRIOR to the expiration of the Initial Term. Following the Initial Term, Landlord agrees to provide the City no less than sixty (60) days' written notice of termination.

3. RENT: Tenant shall pay, as rental consideration, the following:

A. BASE RENT. There shall be no base rent due from Tenant for the term of the Lease.

B. ADDITIONAL RENT.

a. Any charges due to the Landlord by Tenant, including but not limited to damage to Premises, normal wear and tear excepted, legal fees incurred by Landlord as a result of Tenant breaching any term or condition of this Lease or any extension thereof, and past due charges incurred by Landlord as a result of Tenant's failure to pay for costs of utilities, cleaning, maintenance and repairs as set forth in Paragraphs 4, 5 and 10 below, shall be considered Additional Rent, due from Tenant (in addition to all other rent payable) within thirty (30) days of Landlord's written notice to Tenant that such sum certain is due.
b. **Operating Expenses.** Operating Expenses are Additional Rent and include all utility costs and property taxes assessed against the Premises during the Term or any renewal term.

4. **TENANT'S UTILITIES.** Tenant shall have all utility accounts, including but not limited to water, sewer and electricity, established in its name and shall timely pay all charges or bills for all utility and janitorial services used by the Tenant at the Premises during the term of the Lease or any extension thereof.

5. **PROPERTY TAXES.** Tenant shall reimburse the Landlord for the property taxes due assessed against the Premises during and applicable to the Initial Term of the lease and any extension periods.

6. **USE OF PREMISES.** Tenant agrees to use the Premises as a Day Center for persons experiencing homelessness. The Center will provide services to the homeless population to include showers, laundry facilities and direct services from local nonprofit homeless service providers.

7. **EXAMINATION OF PREMISES.** Tenant has examined the Premises and is familiar with its present condition. Tenant, relying solely on its examination, agrees to accept the Premises in their present condition “where-is and as-is.”

8. **DELAY OF POSSESSION.** None.

9. **PROPERTY AND LIABILITY INSURANCE.** Tenant shall keep in full force and effect, at Tenant's expense, casualty insurance for the building and Tenant's personal property. Such policies shall insure against damage caused by fire, windstorm, flood and earthquake. Tenant shall carry public liability insurance during the Term of this Lease or any extension thereof written in amounts to satisfy the liability caps established by S. C. Code § 15-78-10, et seq, the South Carolina Tort Claims Act, said limits currently being in the amounts of $300,000 per person, per claim for bodily injury, $600,000, in the aggregate, per claim for bodily injury and $300,000 per claim for property damage. Tenant shall provide Landlord proof of such insurance, on demand. Landlord will be responsible for maintaining such other liability coverage as he deems necessary to protect his interests.

10. **MAINTENANCE AND REPAIRS.** Tenant shall repair and maintain the Premises. Tenant shall have the right to renovate and make improvements to the Premises as needed for its and its Licensees' uses. Renovations and improvements will include but are not limited to new paint, flooring, installing shower and laundry stalls/hookups, IT cabling, ceiling tiles, alarm system, etc.

11. **REGULATIONS AND SANITATION.** Tenant shall keep the Premises clean, safe, sanitary, and in compliance with applicable laws, ordinances, and requirements of any legally constituted public authority. Tenant shall keep broom clean all areas in and around the Premises. Tenant’s cleaning responsibilities include the removal of any trash or refuse deposited on the Premises. Tenant may employ, if Tenant determines it necessary, a reputable pest extermination company at regular intervals to keep the Premises free of pests and rodents.

12. **ALTERATIONS.** Tenant shall have the right to make alterations, additions, improvements, or rewiring in or to the Premises. All additions, or improvements to the Premises, including carpeting, tile, other floor covering, wall covering, ceiling tile, plumbing or extra heat/air-conditioning, made with or without Landlord's consent shall become part of the Premises and the property of Landlord at the expiration of this Lease. Trade fixtures and office furniture shall be installed so as to be readily removable without injury to the Premises, and any injury caused by said removal shall be repaired forthwith at Tenant's expense. Tenant shall not install or maintain any equipment,
partitions, or furniture, the weight or operation of which would injure or be detrimental to the Premises.

13. ASSIGNMENT OR SUBLEASE. Tenant shall not assign, transfer, mortgage, pledge, or otherwise encumber or dispose of this Lease, or any part thereof. However, Tenant shall be permitted to License and or Sublease to various entities providing aid and services to homeless people.

14. WAIVER OF RIGHTS. No failure of Landlord or Tenant to exercise any power given Landlord or Tenant hereunder, or to insist upon the other party's strict compliance with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Landlord's or Tenant's right to demand exact compliance with the terms of this Lease at a future time. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude the right to the use of another.

15. LIENS. Tenant shall not create any liens for labor or materials against Landlord's interest in the Premises. All persons contracting with the Tenant for the erection, installation, alteration, repair, or demolition of any building or other improvements on the Premises, and all material suppliers, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interest only in the Premises to secure the payment of any bill for work done or material furnished during the rental period created by this Lease.

16. DAMAGE OR DESTRUCTION OF PREMISES. If the Premises are totally destroyed by fire or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be pro-rated as between Landlord and Tenant as of that date. Landlord shall be entitled to the proceeds of insurance protecting against casualty to the building on the Premises. If the Premises are damaged but not wholly destroyed by fire or other casualty, rental shall abate in such proportion as use of the Premises has been lost to the Tenant and Tenant shall have the option, but not the obligation, to restore the Premises. If Tenant elects to restore the Premises, Landlord shall make available to Tenant the proceeds of insurance protecting the building on the Premises from casualty. If Tenant elects not to restore the Premises, this Lease shall terminate and Landlord shall be entitled to retain the proceeds of insurance protecting the building on the Premises from casualty.

17. DAMAGE TO PERSONAL PROPERTY. All personal property, merchandise, fixtures, and equipment placed or moved into the Premises shall be at the risk of Tenant.

18. INDEMNITY AND LIABILITY - LANDLORD. Tenant shall cause each Licensee and Subtenant to indemnify and save Landlord harmless from any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from their use, occupancy or management of the business or activity conducted by them on the Premises.

19. INDEMNITY AND LIABILITY - TENANT. Landlord shall indemnify and save Tenant harmless from any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from his use, occupancy or management of the business, if any, conducted by Landlord on the Premises.

20. REVERSION. Tenant shall surrender to Landlord, at the end of the term of this Lease or any extension thereof or upon cancellation of this Lease, broom clean and in as good a condition as the Premises were at the beginning of the term of this Lease, ordinary wear and tear excepted.

21. NOTICES. A copy of all notices under this Lease shall also be sent to Tenant, at the address below.
TENANT
City of Charleston
Real Estate Management Division
P.O. Box 304
Charleston, SC 29402

LANDLORD
KQC Investors, LLC

Pa. Box 609
Lewisville, NC 27023

22. KEYS. Landlord has provided Tenant with all keys in its possession, and the Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys to the Premises to the Landlord upon termination or cancellation of this Lease and/or Tenant's vacating said Premises. Tenant may change or install new locks or security systems at the Premises without written approval from Landlord, and shall provide Landlord with keys and access codes upon vacating the Premises.

23. PEACEFUL POSSESSION. Subject to the terms, covenants, and conditions of this Lease, the Tenant shall have, hold and enjoy possession of the Premises, subject to the rights of the holders of any mortgage which now encumbers the Premises.

24. DEFAULT. If either party fails to fulfill its obligations pursuant to this Lease, the non-defaulting party shall have the right to declare the defaulting party in default, at which time, the non-defaulting party shall provide written notice to the defaulting party of such default. Upon receipt of such notice, the defaulting party shall have 10 days in which to cure such default, or if the default is of the nature that requires more than 10 days to cure, the defaulting party shall have a reasonable time in which to cure the default. In the event the defaulting party fails to cure such default in compliance with this paragraph, the non-defaulting party shall have the right to terminate this Lease and shall the right to pursue all available legal and equitable remedies against the defaulting party for breach of this Lease, including but not limited to damages, reasonable attorney's fees and court costs.

25. SUBORDINATION OF LEASE. It is agreed that the rights of Tenant hereunder shall be and remain subordinate to the right and lien of any bona fide mortgage placed upon said premises by Landlord before the term of this Lease or during the term of this Lease if such mortgage does not violate any covenant or obligation contained in this Lease in the sole opinion of the Tenant, and, if requested by Landlord, Tenant shall execute a subordination agreement.

26. ENTRY BY LANDLORD. Tenant shall permit Landlord and its designees to enter the Premises at reasonable times following reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect, exhibit the Premises for the purpose of sale or financing or redevelopment.

27. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto and shall be modified only by a dated written agreement signed by both Landlord and Tenant. TIME IS OF THE ESSENCE IN THIS LEASE.
IN WITNESS WHEREOF, Landlord and Tenant have executed these premises, the day and year first above written.

Witnesses as to Tenant

[Signature]

TENANT: City of Charleston

[Signature]
By: John Tecklenburg, Mayor

Witnesses as to Landlord

[Signature]

LANDLORD: KQC Investors, LLC

[Signature]
By: Matthew Marcum, Member
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2863 MAYBANK HIGHWAY (APPROXIMATELY 1.83 ACRE) (TMS# 313-00-00-135 AND 138), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. THE PROPERTY IS OWNED BY MAYBANK GROUP LLC.

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

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

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

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

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

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

SAID PROPERTY to be annexed, 2863 Maybank Highway, (approximately 1.83 acre) is identified by the Charleston County Assessors Office as TMS# 313-00-00-135 and 138 (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, ___________, 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:** 2863 Maybank Highway  
**Owner Names:** Maybank Group LLC  
**Parcel ID:** 3130000135 AND 138  
**Presented to Council:** 5/24/2022  
**Status:** Received Signed Petition  
**Year Built:** 1982  
**Number of Units:** 1  
**Number of Persons:** 0  
**Race:** Commercial  
**Acreage:** 1.83  
**Current Land Use:** Commercial  
**Current Zoning:** OD_MHC  
**Requested Zoning:** GB  
**Recommended Zoning:** GB  
**Appraised Value:** $879,900.00  
**Assessed Value:** $52,790.00  
**Stormwater Fees:** To Be Calculated

### Public Service

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
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<tbody>
<tr>
<td>Police</td>
<td>Located in existing service area - Team 3</td>
</tr>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 17</td>
</tr>
<tr>
<td>Sanitation</td>
<td>Located in existing contract area. Commercial property.</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>
</tbody>
</table>

### Traffic and Transportation

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<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>
</tbody>
</table>

### Charleston Water System

**CWS provides water. James Island PSD provides sewer.**

### Planning

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban Growth Line</td>
<td>Property is a developed site within the line.</td>
</tr>
<tr>
<td>City Plan</td>
<td>Development and zoning are consistent with the City Plan.</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>20-22 ft</td>
</tr>
<tr>
<td>Parks</td>
<td>Already being served.</td>
</tr>
</tbody>
</table>

### Notes/Comments:

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

Location: Johns Island

Property Address: 2863 Maybank Hwy

Tax Map # (TMS): 313000135 and 138

Area (Acres): approx 1.83

Council District: 5
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 on Johns Island (approximately 1.83 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 313-00-00-135 and 313-00-00-138
(Address: 2863 Maybank Highway).

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

FREEHOLDERS (OWNERS) SIGNED

D. Godley for Maybank Group, LLC

DATE OF SIGNATURE

5-12-22

(Date)