PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA

There will be a meeting of the Public Works and Utilities Committee on Thursday, July 15, 2021 to begin at 4:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes
   May 24, 2021 – Deferred
   June 14, 2021

C. Request to Set a Public Hearing
   None

D. Old Business
   None

E. Acceptance and Dedication of Rights-of-Way and Easements
   1. Approval to notify SCDOT that the City intends to accept maintenance responsibility for the sidewalk path, curb, MSE wall, handrail, lighting and corner accessibility ramps constructed in conjunction with the 1300 LF multi-use path along Oceanic Street (S-10-2472)

   2. Daniel Island, Parcel M-3. Acceptance and dedication of that certain right-of-way designated as Dunham Street and the City of Charleston drainage easements shown on the final subdivision plat recorded as Instrument No. 2021001539 in the ROD Office for Berkeley County, South Carolina. All infrastructure has been constructed or bonded. This subdivision includes 20 lots.
      a. Title to Real Estate;
      b. Exclusive Storm Water Drainage Easements;
      c. Exclusive Storm Water Drainage Easements; and
      d. Plat
3. **Grand Oaks, Phases 8, 10, 11.** Acceptance and dedication of those certain rights-of-way designated as Spikerush Circle and Jancus Street and the City of Charleston drainage easements shown on the final subdivision plat recorded in Plat Book L21 at Pages 0200 through 0203 in the ROD Office for Charleston County, South Carolina. All infrastructure has been constructed or bonded. This subdivision includes 69 lots.

   a. Title to Real Estate;
   b. Exclusive Storm Water Drainage Easements; and
   c. Plat.

4. **2022 Paw Paw Street.** Acceptance and dedication of exclusive stormwater drainage easement at 2022 Paw Paw Street.

   a. Exclusive Stormwater Drainage Easement;
   b. Plat.

5. **Produce Lane.** Authorization for the acceptance and dedication of those certain rights-of-way designated as Produce Lane and Cabbage Drive and the City of Charleston drainage easements shown on the final subdivision plat for the development. All infrastructure has been constructed or bonded. This subdivision includes 33 lots and 1 commercial outparcel.

   a. Title to Real Estate;
   b. Exclusive Stormwater Drainage Easements;
   c. Plat.

**F. Temporary Encroachments Approved by The Department of Public Service**

(For information only)

1. **105 Falaise St.** – Transfer irrigation encroaching in the City right of way. This encroachment is temporary. **Approved June 18, 2021**

2. **210 Fell Pt.** – Installing 6ft rail fence encroaching in the City right-of-way. This encroachment is permanent. **Approved June 18, 2021**

3. **315 Hidden Bottom Ln.** – Installing irrigation encroaching in the City right-of-way. This encroachment is temporary. **Approved June 18, 2021**

4. **1048 Harriman Ln.** – Transfer irrigation encroaching in the City right of way. This encroachment is temporary. **Approved June 18, 2021**

5. **1060 Harriman Ln.** – Installing irrigation encroaching in the City right of way. This encroachment is temporary. **Approved June 18, 2021**
6. **2072 Ten Point Dr.** – Installing irrigation encroaching in the City right-of-way. This encroachment is temporary. **Approved June 18, 2021**

7. **King/Huger St.** – Installing fence for lowline property for laydown encroaching in the City intersection. This encroachment is temporary. **Approved June 18, 2021**

8. **108 Falaise St.** – Installing irrigation encroaching in the City right of way. This encroachment is temporary. **Approved July 2, 2021**

9. **109 Integrity Ln.** – Transfer irrigation encroaching in the City right of way. This encroachment is temporary. **Approved July 2, 2021**

10. **124 Integrity Ln.** – Installing irrigation encroaching in the City right-of-way. This encroachment is temporary. **Approved July 2, 2021**

11. **129 Falaise St.** – Transfer irrigation encroaching in the City right of way. This encroachment is temporary. **Approved July 2, 2021**

12. **167 Shadowmoss Pkwy.** – Installing 5ft aluminum fence encroaching in the City drainage easement. This encroachment is temporary. **Approved July 2, 2021**

13. **201 Blk Powder Ln.** – Installing irrigation encroaching in the City right-of-way. This encroachment is temporary. **Approved July 2, 2021**

14. **202 Fell Pt.** – Installing irrigation encroaching in the City right-of-way. This encroachment is permanent. **Approved July 2, 2021**

15. **232 Brailsford St.** – Installing irrigation encroaching in the City right-of-way. This encroachment is permanent. **Approved July 2, 2021**

16. **759 Dunham St.** – Installing irrigation encroaching in the City right-of-way. This encroachment is temporary. **Approved July 2, 2021**

17. **763 Dunham St.** – Installing irrigation encroaching in the City right-of-way. This encroachment is temporary. **Approved July 2, 2021**

18. **1052 Harriman Ln.** – Installing irrigation encroaching in the City right of way. This encroachment is temporary. **Approved July 2, 2021**

19. **1060 Harriman Ln.** – Installing irrigation encroaching in the City right of way. This encroachment is temporary. **Approved July 2, 2021**

20. **1560 Nautical Chart Dr.** – Installing 6ft fence encroaching in the City drainage easement. This encroachment is temporary. **Approved July 2, 2021**
G. Public Service Department Update

1. Discussion of proposed ordnance change Section 14.46 and 14.47 of City Code pertaining to Environmental Services.

2. Discussion of holiday schedule for trash and garbage pick-up

H. Stormwater Management Department Update

1. Church Creek – Recommend Approval of Fee Amendment #1 with Biohabitats, Inc. to the Church Creek National Fish and Wildlife Renaturalization, Habitat Restoration, and Flood Protection Project in the amount of $30,000 to add the work to prepare final design, construction oversight, and as-built survey work for the Mowler Ct Project Area. This project is funded by National Fish and Wildlife Foundation Grants and the Drainage Fund.

I. Miscellaneous Business

1. A resolution to authorize the Mayor to execute letter to Charleston County agreeing to accept the dedication of a fifty foot right-of-way on TMS No. 313-1-00-069 along Zelasko Road upon satisfaction of all requirements stated in City Code of Ordinance 28-1.

Councilmember Keith Waring,
Chairperson

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.
July 21, 2021

Mr. Michael Black, P.E.
District Maintenance Engineer
SCDOT District 6
6355 Fain Street
North Charleston, SC

Subject: Maintenance of multi-use path at Oceanic Street (S-10-2472).

Dear Mr. Black:

This letter concerns the proposed installation of a 1300 LF multi-use path to be constructed in conjunction with the project at Oceanic Street (S-10-2472).

The City Council of Charleston, at its meeting held July 20, 2021, agreed to accept maintenance responsibility for the concrete sidewalk path, MSE wall, handrail, lighting and corner accessibility ramps and curb within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain this sidewalk path, MSE wall, handrail lighting, and corner accessibility ramps in compliance with current ADA and SCDOT standards (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions please contact me at 843-724-3777 or at obrien@charleston-sc.gov.

Sincerely,

[Signature]

Thomas F. O'Brien
Director of Public Service

cc: Frank Newham, P. E, Senior Project Manager
Jim O'Connor, JMT
Brian Pokrant, GIS Analyst
STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY  

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Daniel Island Associates L.L.C., a Delaware LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley State of South Carolina, identified as (list street names) Dunham Street (City R/W, Width Varies)

as shown and designated on a plat entitled "A Final Subdivision Plat of Daniel Island Parcel M to Create Parcel M, Block L, Lots 3 through 11 & Parcel M, Block J, Lots 7 through 17, Daniel Island, City of Charleston, Berkeley County, South Carolina, prepared for and owned by Daniel Island Associates, LLC"

prepared by Philip P. Gerard of Thomas & Hutton Engineering  
dated June 15, 2020 , revised , and recorded on 1/12/2021  
as Instrument No. 202101539 in the ROD Office for Berkeley County.  
Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Daniel Island Residential Investments L.L.C. dated November 9, 1978 and recorded November 9, 1978 in Book 1478 at Page 286 in the ROD Office for Berkeley County, South Carolina.

Grantee's Mailing Address:  
City of Charleston  
Department of Public Service  
Engineering Division  
2 George Street  
Suite 2100  
Charleston, South Carolina 29401

Portion of TMS No.:  
275-00-00-156
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 5th day of October 2020.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signature]
Witness Number One

[Printed Name]
Robert J Roland

[Signature]
Witness Number Two

[Printed Name]

Daniel Island Associates L.L.C., a Delaware limited liability company
By: D.I. Development Company, Inc., its attorney in fact
By: William J. McKenzie, its Vice President of Development

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

This foregoing instrument was acknowledged before me (the undersigned notary) by William J. McKenzie, Vice President of Development of D.I. Development Company, Inc., the attorney in fact for Daniel Island Associates L.L.C., a Delaware LLC on behalf of the Grantor on the 5th day of October 2020.

Signature of Notary: [Signature]
Print Name of Notary: Destiny D. Thompson-Bendell
Notary Public for South Carolina
My Commission Expires: 07/31/2029

SEAL OF NOTARY
STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY  

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property was transferred by Daniel Island Associates L.L.C. to City of Charleston on 1-25-2020.

3. Check one of the following: The deed is
   
   (A) ____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (B) ____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
   (C) √ exempt from the deed recording fee because (See Information section of affidavit): conveyance to government entity __ (explanation required)

   (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes ____ or No ____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
   
   (A) ____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of ____________________________
   (B) ____ The fee is computed on the fair market value of the realty which is ____________________________
   (C) ____ The fee is computed on the fair market value of the realty as established for property tax purposes which is ____________________________

5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is ____________________________

6. The deed recording fee is computed as follows:
   
   (A) Place the amount listed in item 4 above here: ____________________________
   (B) Place the amount listed in item 5 above here: ____________________________
   (If no amount is listed, place zero here.)
   (C) Subtract Line 6(b) from Line 6(a) and place the result here: ____________________________

ATET4-2013
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is -0- exempt.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Agent for Grantor.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[Signature]
Responsible Person Connected with the Transaction

William J. McKenzie
Print or Type Name Here

Sworn this [Signature] day of October 2020
Notary Public for South Carolina
My Commission Expires: 07/31, 2029
STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this 25 day of January, 2020, 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 Daniel Island Associates L.L.C. (herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances (“Storm Water System”) across a portion of property identified by and designated as Berkeley County tax map number 275-00-00-156 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System 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 it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements 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 of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced property and which are more fully shown on that certain plat entitled;

“A Final Subdivision Plat of Daniel Island Parcel M to Create Parcel M, Block L, Lots 3 through 11 & Parcel M, Block J, Lots 7 through 17, Daniel Island, City of Charleston, Berkeley County, South Carolina, prepared for and owned by Daniel Island Associates, L.L.C.”

Prepared and executed by Philip P. Gerard of Thomas & Hutton Engineering dated June 15, 2020, revised on, and recorded on January 12, 2021 in Plat Instrument # 8041001539 at Page _____ in the ROD Office for Berkeley, South Carolina (herein the “Plat”).

A copy of said plat is attached heretofore as “Exhibit A” and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

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 parties have set the Hands and Seals the day and year above written.

WITNESSES:

[Signatures]

CITY OF CHARLESTON

[Signatures]

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by

[Signatures]

of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on 1-25-2021.

Signature: [Signature]
Print Name of Notary: [Name]
Notary Public for South Carolina
My Commission Expires: 4-1-2024

SEAL OF NOTARY

WITNESSES:

[Signatures]

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by

[Signatures]

for Daniel Island Associates L.L.C., a Delaware LLC, on behalf of the Owner on October 5th, 2020.

Signature: [Signature]
Print Name of Notary: [Name]
Notary Public for South Carolina
My Commission Expires: 07-31-2029

SEAL OF NOTARY

OWNER:

Daniel Island Associates L.L.C., a Delaware limited liability company
By: D.I. Development Company, Inc., its attorney in fact
By:

William J. McKenzie, its Vice President of Development
This Agreement is made and entered into this 21st day of October, 2020, 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 Daniel Island Community Association, Inc. (herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances (“Storm Water System”) across a portion of the property identified by and designated as Berkeley County tax map number 275-06-02-032 and to accomplish this objective, the City must obtain an easement from the Owner permitting the maintenance of the Storm Water System 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 permanent storm water drainage easement in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements 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 of those certain drainage easements 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 Permanent Storm Water Drainage Easement for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. This Permanent Storm Water Drainage Easement shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Permanent Storm Water Drainage Easement during the conduct of its allowable activities as described above.

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 successors and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

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

WITNESSES:  

CITY OF CHARLESTON  

Witness #1  
Print Name:  

By: Matthew Fountain  
Its: Director of Stormwater Management  

Witness #2  
Print Name:  

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  
ACKNOWLEDGEMENT  

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Fountain, the Director of Stormwater Management of the City of Charleston, a South Carolina municipality, on this _____ day of ______________, 2021, on behalf of the municipality.

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

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

WITNESSES:

Witness #1
Print Name: Sandra J. Carr

Witness #2
Print Name: David H. Crawford

DANIEL ISLAND COMMUNITY ASSOCIATION, INC.

By: Jane Baker
Its: President

STATE OF SOUTH CAROLINA    )
COUNTY OF BERKELEY       )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Jane Baker, the President of Daniel Island Community Association, Inc., on this ___ day of October_, 2020.

Signature: Sandra J. Carr
Print Name of Notary: Sandra J. Carr
Notary Public for South Carolina
My Commission Expires: 01/8/2027
SEAL OF NOTARY

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SANDRA J. CARR
Notary Public, South Carolina
My Commission Expires
February 8, 2027
EXHIBIT A

[DESCRIPTION OF DRAINAGE EASEMENT]

GREENWAY 26,031 sq. ft.  ALL that lot, piece, or parcel of land situate, lying and being on Daniel Island, Berkeley County, South Carolina, and being shown as “GREENWAY TOTAL 26,031 sq. ft., MARSH 318 sq.ft.” as shown on that certain plat entitled "A FINAL SUBDIVISION PLAT OF PARCEL M, BLOCKS E, F, G, I LOTS 1-4, J LOTS 1-6, K LOTS 1-3 & L LOTS 1-2, DANIEL ISLAND, OWNED BY: DANIEL ISLAND ASSOCIATES L.L.C., CITY OF CHARLESTON, BERKELEY COUNTY, S.C.", prepared by F. Elliotte Quinn, III S.C. Reg. No. 10292 of Thomas & Hutton Engineering Co. and recorded on April 12, 2000 in the Register of Deeds Office for Berkeley County in Plat Cabinet O, Page 213 A and 214 A and having such size, shape, dimensions, buttins and boundings as will appear by reference to said plat. Bounded by Cochran Street and Parcel M, Block J, Lots 1, 4 and 5.

TMS No. 275-06-02-032
STATE OF SOUTH CAROLINA  )  TITLE TO REAL ESTATE
COUNTY OF CHARLESTON   )

KNOW ALL MEN BY THESE PRESENTS, that C A L A T L A N T I C  G R O U P ,  I N C . (“Grantor”) in the state aforesaid, for an in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), to Grantor in hand paid by the CITY OF CHARLESTON, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said CITY OF CHARLESTON (“Grantee”), its successors and assigns, forever, all that property more particularly described on Exhibit A, attached hereto and incorporated herein by reference, which is granted, bargained, sold and released for the use of the public forever.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns, forever.

AND Grantor does hereby bind Grantor and Grantor’s heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said CITY OF CHARLESTON, its successors and assigns, against Grantor and Grantor’s heirs, successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

This being a portion of the property conveyed to Grantor herein by deed of the GRAND BEES DEVELOPMENT, LLC dated April 18, 2017, and recorded April 18, 2017 in Book 0631 at Page 473 in the ROD Office for Charleston County, South Carolina

Grantee’s Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

[REMAINDER OF PAGE INTENTIONALLY BLANK]
WITNESS Grantor’s Hand and Seal this _______ day of ___________________________, 2021.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR: CALATLANTIC GROUP, INC.

By: ____________________________

Print Name: Gabe Ebner

Its: Vice President of Land Development

Witness #1
Print Name: John Harri

Witness #2
Print Name: Robert Wallace

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Gabe Ebner, the Vice President of Land Development for CALATLANTIC GROUP, INC., a Delaware corporation, on the 18th day of May, 2021, on behalf of the said Grantor.

Signature of Notary: ____________________________

Print Name of Notary: Robert C. Young Jr.

Notary Public for South Carolina

My Commission Expires: 8-29-2024

SEAL OF NOTARY

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EXHIBIT A

[LEGAL DESCRIPTION]

All the property underneath, above, and containing that certain rights-of-way shown and designated as "SPIKERUSH CIRCLE" and "JANCUS STREET," being more fully shown on that certain plat entitled: "FINAL PLAT SHOWING THE SUBDIVISION OF WEST R-2B TRACT TMS NO. 301-00-00-696 (66.599 AC) TO CREATE GRAND OAKS PHASES 8, 10, 11 CONTAINING 69 LOTS (11.198 AC), H.O.A. AREAS (22.421 AC), RIGHT-OF-WAYS (3.115 AC), AND RESIDUAL WEST R-2B TRACT (29.865 AC) PROPERTY OF CALATLANTIC GROUP, INC. LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" by Richard D. Lacey, SCPLS 16120 of HLA, Inc. dated November 30, 2020, revised as shown thereon, and recorded on ________________, 2021, in Plat Book ____ at Pages _____ through _____ in the ROD Office for Charleston County, South Carolina, said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

This being a portion of the property conveyed to CalAtlantic Group, Inc. by deed of Grand Bees Development, LLC dated April 12, 2017, and recorded April 18, 2017, in Deed Book 0631 at Page 473 in the Register of Deeds Office for Charleston County, South Carolina.

Being a portion of TMS No. 301-00-00-396
STATE OF SOUTH CAROLINA ) EXCLUSIVE STORM
 ) WATER DRAINAGE
 ) EASEMENTS
 COUNTY OF CHARLESTON ) CITY OF CHARLESTON

This Agreement is made and entered into this ___ day of ______________, 2021, by
and between the CITY OF CHARLESTON, a South Carolina municipality (herein the “City”),
and CALATLANTIC GROUP, INC. (herein the “Owner”).

WHEREAS, the City is desirous of maintaining storm water drainage pipes and appurtenances
(“Storm Water System”) across a portion of property identified by and designated as Charleston
County TMS No. 301-00-00-696 and, to accomplish this objective, the City must obtain certain
easements from the Owner permitting the maintenance of the Storm Water System 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 certain permanent and exclusive storm water drainage easements
in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the
drainage improvements 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 of those certain drainage easements 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
Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection,
maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent
Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass,
shrubs or other elements damaged or destroyed within the confines of these Exclusive and
Permanent Storm Water Drainage Easements during the conduct of the City’s allowable activities
as described above.

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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal the day and year first above written.

WITNESSES: 

WITNESS #1
Print Name: ____________________________

WITNESS #2
Print Name: ____________________________

CITY OF CHARLESTON

By: Matthew Fountain
Its: Director of Stormwater Management

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Fountain, the Director of Stormwater Management of the City of Charleston, a South Carolina municipality, on this ______ day of ______________, 2021, on behalf of the said municipality.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, CALATLANTIC GROUP, INC., has set its Hand and Seal the day and year first above written.

WITNESSES:

Witness #1
Print Name: John Hoff

Witness #2
Print Name: Robert Wallace

CALATLANTIC GROUP, INC.

By: Gabe Ebner
Print Name: Gabe Ebner
Its: Vice President of Land Development

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

The foregoing instrument was acknowledged before me (the undersigned notary) by Gabe Ebner, the Vice President of Land Development of CALATLANTIC GROUP, INC., a Delaware corporation, on this 18th day of May, 2021, on behalf of CalAtlantic Group, Inc.

Signature: Robert C. Young
Notary Public for South Carolina
Print Name of Notary: Robert C. Young, Jr.
My Commission Expires: 08-29-24

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]
EXHIBIT “A”
LEGAL DESCRIPTION

All that certain piece, parcel, or lot of land lying and being in the City of Charleston, Charleston County, South Carolina, known as GRAND OAKS PHASES 8, 10, 11, and being more fully shown on a plat entitled: “FINAL PLAT SHOWING THE SUBDIVISION OF WEST R-2B TRACT TMS NO. 301-00-00-696 (66.599 AC) TO CREATE GRAND OAKS PHASES 8, 10, 11 CONTAINING 69 LOTS (11.198 AC), H.O.A. AREAS (22.421 AC), RIGHT-OF-WAYS (3.115 AC), AND RESIDUAL WEST R-2B TRACT (29.865 AC) PROPERTY OF CALATLANTIC GROUP, INC. LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA” by Richard D. Lacey, SCPLS 16120 of HLA, Inc. dated November 30, 2020 and recorded in the ROD Office for Charleston County in Book _______, Page_______. Said property having such size, shape, dimensions, butttings and boundings as will by reference to said plat more fully appear.
STATE OF SOUTH CAROLINA  )       EXCLUSIVE STORMWATER
COUNTY OF CHARLESTON    )       DRAINAGE EASEMENT AGREEMENT
                              )       (CITY OF CHARLESTON)

This Exclusive Stormwater Drainage Easement Agreement (this “Agreement”) is made and entered into this _____ day of ________________, 2021, by and between BENTLEY D. PRICE and MELISSA A. PRICE (collectively, “Grantors”) and the CITY OF CHARLESTON, a South Carolina municipality (the “City” or “Grantee”).

RECITALS

WHEREAS, the City desires to install, expand, and/or maintain storm water drainage pipes, yard inlets, ditches and/or appurtenances (the “Storm Water Facilities”) across that certain piece, parcel or tract of land owned by Grantors and more fully described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, to accomplish this objective, the City also desires to obtain an easement from Grantors, through the Property, in the location more particularly described on Exhibit B, attached hereto and incorporated herein by reference (the “Easement Area”); and

WHEREAS, Grantors desire to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Easement Area necessary to install, expand, and/or maintain the Storm Water Facilities.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the Property, the receipt and sufficiency of which are hereby acknowledged, Grantors have granted, bargained, sold, released and conveyed, and by these presents do grant, bargain, sell, release and convey unto Grantee, its successors and assigns, a permanent, exclusive storm water drainage easement (the “Easement”) on, over, under and through the Easement Area, for the purpose of installing, expanding, and maintaining the Storm Water Facilities through the Property for the benefit of the Property and other properties in the area, said Easement being subject to the following terms and conditions:

1. The recitals and exhibits are incorporated into this Agreement by reference, as if fully restated verbatim.

2. The City shall at all times have the right of ingress and egress to the Easement Area for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water Facilities. The Easement shall be commercial in nature and shall run with title to the Property.

3. The City has no obligation to repair, replace, relocate or compensate Grantors for any structures, trees, plants, grass, shrubs, or other elements damaged or destroyed within the confines of the Easement Area during the conduct of the City’s allowable activities as described in this Easement.
4. Subject to Section 3 of this Agreement, any existing encroachments within the Easement Area, as shown on the Plat, shall be considered as permissible encroachments. Future encroachments into the Easement Area, including but not limited to any expansion or enlargement of existing encroachments into the Easement Area, shall require an encroachment permit from the City in accordance with the City’s standard rules and procedures governing encroachments.

5. Grantors’ signatures to this Agreement shall constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.

6. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City’s Director of Stormwater Management is authorized to execute this Agreement on behalf of the City upon approval by the City Council of Charleston.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the Grantee, its successors and assigns, against Grantors and their heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, Bentley D. Price has set his hand and seal this 10th day of February, 2021.

WITNESSES:

Tamara Walters  
Print Name: Tamara Walters

Aimee Intagliata  
Print Name: Aimee Intagliata

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 11th day of February, 2021, by Bentley D. Price.

Signature:  
Notary Public for South Carolina
Print Name of Notary:  
My Commission Expires:  
(Seal of Notary)

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, Melissa A. Price has set her hand and seal this 10 day of
February, 2021.

WITNESSES:

[Signature]
Witness #1
Print Name: Tamara Walters

[Signature]
Witness #2
Print Name: Aimee Intagliata

[Signature]
Print Name: Melissa A. Price

STATE OF SOUTH CAROLINA    )    ACKNOWLEDGEMENT
COUNTY OF CHARLESTON         )

THE FOREGOING instrument was acknowledged before me this 11 day of

Signature: [Signature]
Notary Public for South Carolina
Print Name of Notary: Tonya K. Vanderhurst
My Commission Expires: 3-17-2026

(SEAL OF NOTARY)

(REMAINDER OF PAGE INTENTIONALLY BLANK)
IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal this ____ day of _________________, 2021.

WITNESSES:                  CITY OF CHARLESTON

Witness #1                  By: Matthew Fountain
Print Name:__________________ Its: Director of Stormwater Management

Witness #2
Print Name:__________________

STATE OF SOUTH CAROLINA        )
COUNTY OF CHARLESTON           )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Fountain, the Director of Stormwater Management of the City of Charleston, a South Carolina municipality, on this _______ day of _________________, 2021, on behalf such municipality.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY]

All that certain piece, parcel, or lot of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, designated as Lot 99 B, containing 0.24 acres, more or less, in the Woodland Shores subdivision, as shown and delineated on that certain plat entitled, "SUBDIVISION OF LOT 99 INTO LOTS 99 A CONTAINING 0.27 ACRES AND 99 B CONTAINING 0.24 ACRES OWNED BY L.R. DIXON," prepared by E.M. Seabrook, Jr. (SCPLS No. 1973), dated March 27, 1986, and recorded on November 2, 1988, in Plat Book BT at Page 149 in the ROD Office for Charleston County, South Carolina, said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

TMS #343-11-00-144

[REMAINDER OF PAGE INTENTIONALLY BLANK]
EXHIBIT B

[DESCRIPTION OF THE EASEMENT AREA]

That certain piece or parcel of land designated as "NEW 15' COC DE, SEE DETAIL," on that certain plat entitled, "PLAT OF A NEW 15' COC DE ACROSS 2022 PAW PAW STREET BEING GRANTED TO THE CITY OF CHARLESTON," prepared by Lewis E. Seabrook (SCPLS No. 09860), dated September 28, 2020, revised November 3, 2020, and recorded on ________________, 2021, in Plat Book ____ at Page ____ in the Register of Deeds Office for Charleston County, South Carolina (the "Plat").

SAID EXCLUSIVE STORMWATER DRAINAGE EASEMENT having such the size, shape, dimensions, butttings, and boundings as will by reference to said Plat more fully and at-large appear.

[END OF DOCUMENT]
STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON    )

KNOW ALL MEN BY THESE PRESENTS, that AMH PRODUCE LANE DEVELOPMENT TRS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“Grantor”) in the state aforesaid, for an in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), to Grantor in hand paid by the CITY OF CHARLESTON, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON (“Grantee”), its successors and assigns, forever, all that property more particularly described on Exhibit A, attached hereto and incorporated herein by reference, which is granted, bargained, sold and released for the use of the public forever.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns, forever.

AND Grantor does hereby bind Grantor and Grantor’s heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said CITY OF CHARLESTON, its successors and assigns, against Grantor and Grantor’s heirs, successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Grantee’s Mailing Address:  City of Charleston
                           Department of Public Service
                           Engineering Division
                           2 George Street
                           Suite 2100
                           Charleston, South Carolina 29401

[REMAINDER OF PAGE INTENTIONALLY BLANK]
WITNESS Grantor’s Hand and Seal this _______ day of _______________________, 2021.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR: 
AMH Produce Lane Development TRS, LLC, a Delaware limited liability company

By: ______________________
Print Name: Geoffrey Reid
Its: Vice President of Land Development

Witness #1
Print Name: ______________________

Witness #2
Print Name: ______________________

STATE OF ___________________)
COUNTY OF ___________________) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) this _____ day of ________________, 2021, by Geoffrey Reid, the Vice President of Land Development of AMH Produce Lane Development TRS, LLC, a Delaware limited liability company, on behalf of AMH Produce Lane Development TRS, LLC.

Signature of Notary: ____________________________________________
Notary Public for ________________________________________________
Print Name of Notary: ____________________________________________
My Commission Expires: __________________________________________

[REMAINDER OF PAGE LEFT BLANK]
EXHIBIT A

[LEGAL DESCRIPTION]

All of the property underneath, above, and containing those certain rights-of-way shown and designated as “PRODUCE LANE (60’ PUBLIC R/W),” “PRODUCE LANE (50’ PUBLIC R/W),” “PRODUCE LANE (PUBLIC R/W VARIES),” and “CABBAGE DRIVE (42’ PUBLIC R/W),” being more fully shown on that certain plat entitled, “FINAL PLAT SHOWING THE ABANDONMENT OF THE PROPERTY LINES BETWEEN TMS NOs. 313-00-00-152, -153, -154, -157, -158 AND SHOWING THE SUBSEQUENT SUBDIVISION TO CREATE PRODUCE LANE CONTAINING 33 LOTS (3.240 AC), HOA AREAS (1.651 AC), RIGHT OF WAYS (1.521 AC), AND COMMERCIAL OUTPARCEL (0.943 AC), PROPERTY OF AMH PRODUCE LANE DEVELOPMENT TRS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,” by Richard D. Lacey (SCPLS No. 16120) of HLA, Inc., dated July 6, 2020, last revised as set forth therein, and recorded _______________, 2021, in Plat Book _____ at Pages _____ through ____ in the ROD Office for Charleston County, South Carolina, said rights-of-way butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

This being a portion of the property conveyed to AMH Produce Lane Development TRS, LLC by deed of CREW, LLC, dated October 8, 2019, and recorded October 10, 2019, in Deed Book 0829 at Page 246 in the Register of Deeds Office for Charleston County, South Carolina.

Formerly portions of TMS Nos. 313-00-00-152, 313-00-00-153, 313-00-00-154, 313-00-00-157, and 313-00-00-158, now public rights-of-way.

[END OF DOCUMENT]
STATE OF SOUTH CAROLINA  )  EXCLUSIVE STORM
)  WATER DRAINAGE
)  EASEMENTS
COUNTY OF CHARLESTON  )  CITY OF CHARLESTON

This Agreement is made and entered into this ____ day of _______________, 2021, by and between AMH PRODUCE LANE DEVELOPMENT TRS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (herein the “Owner”) and the CITY OF CHARLESTON, a South Carolina municipality (herein the “City”).

WHEREAS, the City is desirous of maintaining storm water drainage pipes and appurtenances ("Storm Water System") across a portion of property identified by and designated as Charleston County TMS Nos. 313-00-00-152, 313-00-00-153, 313-00-00-154, 313-00-00-157, and 313-00-00-158, and, to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System 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 certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements 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 of those certain drainage easements 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 Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of the City’s allowable activities as described above.

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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, AMH PRODUCE LANE DEVELOPMENT TRS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, has set its Hand and Seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

______________________________
Witness #1
Print Name: _________________________

______________________________
Witness #2
Print Name: _________________________

OWNER:
AMH Produce Lane Development TRS, LLC, a Delaware limited liability company

By: ______________________________
Print Name: Geoffrey Reid
Its: Vice President of Land Development

STATE OF _______________________ ) ACKNOWLEDGEMENT
COUNTY OF _____________________ )

The foregoing instrument was acknowledged before me (the undersigned notary) this ___ day of ________________, 2021, by Geoffrey Reid, the Vice President of Land Development of AMH Produce Lane Development TRS, LLC, a Delaware limited liability company, on behalf of AMH Produce Lane Development TRS, LLC.

Signature of Notary: ________________________________
Notary Public for _____________________________________
Print Name of Notary: ________________________________
My Commission Expires: ________________________________

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal the day and year first above written.

WITNESSES:  CITY OF CHARLESTON

___________________________________  __________________________
Witness #1      By: Matthew Fountain
Print Name: _________________________  Its: Director of Stormwater Management

___________________________________
Witness #2
Print Name: _________________________

STATE OF SOUTH CAROLINA     )     ACKNOWLEDGEMENT
COUNTY OF CHARLESTON          )

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Fountain, the Director of Stormwater Management of the City of Charleston, a South Carolina municipality, on this _______ day of _________________, 2021, on behalf of the said municipality.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
EXHIBIT A

[DESCRIPTION OF DRAINAGE EASEMENTS]

All those certain drainage easements of various widths being shown and labeled “COC DE,” or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, “FINAL PLAT SHOWING THE ABANDONMENT OF THE PROPERTY LINES BETWEEN TMS NOs. 313-00-00-152, -153, -154, -157, -158 AND SHOWING THE SUBSEQUENT SUBDIVISION TO CREATE PRODUCE LANE CONTAINING 33 LOTS (3.240 AC), HOA AREAS (1.651 AC), RIGHT OF WAYS (1.521 AC), AND COMMERCIAL OUTPARCEL (0.943 AC), PROPERTY OF AMH PRODUCE LANE DEVELOPMENT TRS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,” by Richard D. Lacey (SCPLS No. 16120) of HLA, Inc., dated July 6, 2020, last revised as set forth therein, and recorded __________________, 2021, in Plat Book _____ at Pages _____ through ____ in the ROD Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

SAID EXCLUSIVE STORMWATER DRAINAGE EASEMENT having such the size, shape, dimensions, buttings, and boundings as will by reference to said plat more fully and at-large appear.

[END OF DOCUMENT]
AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. __1__

The Effective Date of this Amendment is: __July 2, 2021__.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Charleston

Engineer: Biohabitats, Inc.

Project: Church Creek Flood Storage and Resiliency

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- X Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- X Modifications of payment to Engineer
- X Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

*Please refer to Attachment A, Engineer's Services*

Agreement Summary:

- Original agreement amount: $ 495,000.00
- Net change for prior amendments: $ 0.00
- This amendment amount: $ 30,000.00
- Adjusted Agreement amount: $ 525,000.00

Change in time for services (days or date, as applicable): _To be completed by February 1, 2022._
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:  City of Charleston, SC

By: _____________________________
Print Name: _______________________
Title: ___________________________
Date Signed: _______________________

Engineer: Biohabitats Inc.

By: _____________________________
Print Name: Adam Feuerstein
Title: Operations Team Leader
Date Signed: July 2, 2021
Attachment A to Exhibit K
Engineer’s Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below

1. This Project's overall purpose is to mitigate flooding using green infrastructure/nature-based approaches in combination with modifications to existing infrastructure within the Church Creek drainage basin in West Ashley.

2. Under Phase I (referred to in Article 1 of the Agreement as Task 1), four (4) Project Sites were identified. 30% design plans were prepared for each and advanced through the Design Review Committee. The Mowler Drive Project is currently under design, permitting, and bid documentation under the Phase 1 contract. The following scope includes the provision of Construction Administration services for Mowler Drive.

3. This Scope of Work represents Phase II, which includes the following:
   a. Phase II - Provide Construction Oversight and Administration for the stormwater storage at Mowler Court, as identified in Phase I. As-built survey will be provided for each completed project.

4. The following items are excluded from this Scope of Work:
   a. Assessment or remediation of hazardous, radioactive or toxic waste.
   b. Identification, assessment or remediation of hazardous, radioactive or toxic waste.
   c. Environmental sampling (not anticipated)
   d. Archaeological survey
   e. Detailed individual property appraisals or coordination with individual property owners.
   f. Meetings other than those identified in the scope of work.
WORK PLAN

KEY
City = City of Charleston also known as Owner
WS = Weston Sampson, Inc.
Wildlands = Wildlands Engineering, Inc.
SCI = Soil Consultants, Inc

PHASE II - CHURCH CREEK FLOOD STORAGE AND RESILIENCY CONSTRUCTION ADMINISTRATION SERVICES – MOWLER COURT

TASK 1.0 MOWLER COURT

The City of Charleston acquired six (6) repetitive loss properties located on Wolk Drive and Mowler Court due to flooding. The sites were developed with single family homes which following buyout, have been demolished and removed. Two (2) of the parcels adjacent to Mowler Court and one (1) of the Wolk Drive parcels are being designed and permitted under Phase I of this contract.

The Engineer Team will provide all services pursuant to construction administration and perform construction oversight to ensure all components of the design are constructed in accordance with the contract documents prepared in Phase I of this contract. The construction phase of Mowler Court is assumed to last up to four (4) weeks.

Task 1.1 Construction Administration

To ensure compliance with the contract documents developed in Phase I and facilitate a full understanding by the Construction, the Engineer Team will:

- Attend a pre-construction meeting with the Contractor, City construction representative, and all required Inspectors.
- Participating in monthly PM check-in conference calls with City throughout Phase III
- Provide meeting minutes for the pre-construction meeting electronically
- Provide electronic responses to Requests for Information (RFI)
- Provide electronic review of material submission tickets

Task 1.2 Construction Oversight

The Engineering Team will work closely with the Contractor to ensure all components of the design are construction in accordance with the contract documents. The Engineering Team will provide qualified individuals that will perform Construction oversight which includes:

- Up to 20 hours a week of construction oversight for the assumed duration of construction
• Completion of Inspector Daily Report (IDR) for each site visit documenting progress, site conditions, and any field directives
• Substantial completion inspection and punch list
• Final completion inspection

The Engineering Team will upload IDRs to the project sharepoint site at the end of each week.

**TASK 1.3 As-Constructed Certification**

The Engineering Team shall survey the Mowler Court Project site to document the final as-constructed condition. The survey shall be conducted and prepared in the manner described below. Final signed sealed electronic copies of all record drawings will be provided to the City.

All surveying shall be in accordance with current South Carolina state surveying standards. The work shall be conducted using conventional, GPS, or other accepted land surveying methods. Local benchmark(s) as established by the National Geodetic Survey shall be used to establish horizontal and vertical control within the project limits. Horizontal and Vertical datum shall be NAD 83 (2011 adjustment) and NAVD 88. The mapping is to be drawn and scaled to ground coordinates and tied to SCSPC.

At the time the surveyor performs as-constructed, the surveyor shall obtain field measurements of vertical or horizontal dimensions, or both, of constructed improvements. The constructed improvements located by the survey shall be shown by symbols, notations, or delineations and shall be so certified. All plats prepared shall meet these minimum technical standards as applicable.

The horizontal or vertical accuracy, or both, shall permit the determination of whether the position of visible constructed improvements encroach upon adjoining properties or whether they are properly placed on the subject property, in rights-of-way, or in easements provided. The vertical accuracy or horizontal accuracy, or both, shall be such that it may be determined whether the position of visible improvements is in accordance with the plans or other documents as approved by appropriate jurisdictions.

Seal and signature of the surveyor who personally prepared or was in responsible charge over the preparation of the as-constructed or record survey.

**TASK 2.0 ADD-SERVICES**

The Engineer Team will provide add-services for the City related to professional services related to the Mowler Court construction. This task is setup to cover the time and materials incurred by the Engineer during construction in the event that unexpected utilities from former residences are still present. The time and materials costs will be billed out at hourly rates in Exhibit C.
### SCHEDULE

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A RESOLUTION

TO AUTHORIZE THE MAYOR TO EXECUTE LETTER TO CHARLESTON COUNTY
AGREEING TO THE DEDICATION OF A FIFTY-FOOT (50’) RIGHT-OF-WAY ON TMS#: 313-00-00-069 ALONG ZELASKO ROAD SUBJECT TO AND UPON COMPLIANCE WITH ALL REQUIREMENTS STATED IN CITY CODE OF ORDINANCES 28-1.

WHEREAS, The City of Charleston (the “City”) is an incorporated municipality located in State of South Carolina (the “State”), and as such possesses all powers granted to municipalities by the Constitution and general laws of the State;

WHEREAS, Owner owns that certain real property currently designated as Charleston County TMS No. 313-00-00-069 (the “Property”);

WHEREAS, the Property lies within the JO-MHC-O, Johns Island Maybank Highway Corridor Overlay Zoning District (the “Overlay District”), as adopted by the County of Charleston (the “County”);

WHEREAS, section 5.4.4 of the Charleston County Zoning and Land Development Regulations (“ZLDR”) requires a letter of coordination from the City for all land development applications in the Overlay District, with the exception of applications for Single-Family Dwellings;

WHEREAS, section 5.4.7.B.9 of the ZLDR provides certain incentives to the Owner for dedicating 50-foot rights-of-way for one or more segments of a planned connector road and drainage system as described therein;

WHEREAS, section 5.4.7.B.9 of the ZLDR provides for such incentives “upon submittal of documentation that such rights-of-way have been dedicated to and accepted by the City of Charleston,” but “[i]f the 50-foot right-of-way is dedicated and accepted, it does not have to be constructed by the property owner unless it is used as access to the development”;

WHEREAS, Owner desires to facilitate the development of a portion of the Property by dedicating 50-foot right-of-way to the City, as shown in Exhibit A, in exchange for the incentives provided by the County in section 5.4.7.B.9; and

WHEREAS, the City desires to accept the dedication upon compliance with the provisions of City of Code Ordinances Section 28-1(specifications for design and construction of roads and drainage systems).

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF CHARLESTON, IN CITY COUNCIL ASSEMBLED THAT:

Section 1. Council hereby authorizes the Mayor to execute the attached letter addressed to the County of Charleston agreeing to accept a fifty-foot (50’) right-of-way subject to and upon compliance with the provisions of City of Code Ordinances Section 28-1.

Section 2. This ordinance shall become effective immediately upon ratification.
Ratified in City Council this ___ day of _____ in the Year of Our Lord, 2021 in the _____ Year of Independence of the United States of America.

By: ________________________________
John J. Tecklenburg
Mayor, City of Charleston

ATTEST: ________________________________
Jennifer Cook
Clerk of Council
1. **PROPERTY INFORMATION**
   1.1. CHARLESTON COUNTY TMS NO. TO BE DETERMINED
   1.2. ACREAGE: 3.461 ACRES (150,760 SF)
   1.3. ADDRESS: 1845 ZELASKO DRIVE, CHARLESTON, SC
   1.4. JURISDICTION: CHARLESTON COUNTY, SC

2. **ZONING REQUIREMENTS**
   2.1. SOUTH - ZELASKO DR FRONTAGE: 20' TYPE "S2"
   2.2. NORTH - ADJACENT COMMERCIAL: 15' TYPE "B"
   2.3. EAST - ADJACENT COMMERCIAL: 15' TYPE "B"
   2.4. WEST - ADJACENT RESIDENTIAL: 10' TYPE "A"

PROPOSED IMPROVEMENTS FOR ADJACENT PROPERTIES ARE SHOWN FOR REFERENCE ONLY BASED ON THE
SITE PLANS PREPARED BY HLA, INC. FOR EYC COMPANIES.