JOHN J. TECKLENBURG
MAYOR

City of Charleston

South Carolina

Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:30 p.m., September 12, 2017, at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Councilmember Waring

Approval of Minutes: August 14, 2017

a. Approval to use the Pavilion Lawn at Magnolia Plantation and Gardens for MOJA Tribute Luncheon on Saturday, October 7, 2017. There is no fee, but there is a $500 refundable damage deposit. (3550 Ashley River Road)

b. Approval to use the Trinity United Methodist Church in the amount of $300.00 for a rental for MOJA Gospel Concert on Sunday October 1, 2017 (273 Meeting Street)

c. Request approval for the Mayor to execute the Commercial Lease whereby the City leases 113 Calhoun Street to Emanuel African M.E. Church of Charleston for 10 years, upon termination of the Current Lease with the International African American Museum and the Pinckney Foundation. The property owner is the City of Charleston. (TMS: 458-01-01-086; 113 Calhoun Street)

d. Request approval for the Mayor to execute the Right of Way Easement with the Commissioners of Public Works for 225 square feet in area for the placement of a sub-surface water meter vault. The property is owned by the City of Charleston. (TMS: 460-00-00-013; 180 Lockwood Boulevard)

e. Consider the following annexations:

   (i) 2178 Coker Avenue (TMS# 343-01-00-046) 0.48 acre, James Island (District 11). The property is owned by Nicholas Witte and Katherine Riddile.

(ii) 1944 Woodland Road (TMS# 355-10-00-064) 0.24 acre, West Ashley (District 2). The property is owned by Heather Hays and David Kauffman.

(iii) 781 Saint Andrews Boulevard (TMS# 418-10-00-080) 0.36 acre, West Ashley (District 9). The property is owned by Kevin Shealy.

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 schumacheri@charleston-sc.gov three business days prior to the meeting.

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: July 15, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 3550 Ashley River Rd. (Magnolia Plantation and Gardens)

TMS:

PROPERTY OWNER: Magnolia Plantation and Gardens

ACTION REQUEST: Use of Pavilion Lawn for MOJA Tribute Luncheon on Sat. Oct. 7, 2017 No fee but $500.00 refundable damage deposit.

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

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

All supporting documentation must be included

	Signature	Attachments
Department Head		[x]
Legal Department		[ ]
Chief Financial Officer		[ ]
Director Real Estate Management	Colleen Carducci	[x]
		[ ]

FUNDING: Was funding needed? Yes [x] No [ ]

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

*If approved, provide the following: Dept/Div. 550100 Acct: 52510

Balance in Account $800.00 Amount needed for this item $500.00

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

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** July 14, 2017

FROM: Scott Watson **DEPT:** Cultural Affairs

ADDRESS: 3550 Ashley River Rd. (Magnolia Plantation and Gardens)

TMS:

ACTION REQUEST: Use of Pavilion Lawn for MOJA Tribute Luncheon on Sat. Oct. 7, 2017

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

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

☐ DONATION/TRANSFER
Donated By: _____

☐ FORECLOSURE
Terms: _____

☐ PURCHASE
Terms: _____

☐ CONDEMNATION
Terms: _____

☐ OTHER
Terms: _____

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

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

☐ OTHER
Terms: _____

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

☐ PERMANENT
Terms: _____

☐ TEMPORARY
Terms: _____

Magnolia Plantation Event Contract

Client: City of Charleston, MOJA Arts Festival

Event Date: Saturday, October 7, 2017

Address: 75 Calhoun Street, Suite 3800, Charleston, SC 29401

Telephone: 843-724-7414

Email: swagertyr@charleston-sc.gov

Event Type: MOJA Tribute Luncheon

Time of Event: 11:00am – 2:00pm
Load-in 7:00am, load-out immediately following 2:00pm end

Location/Site(s) Rented: Upper Lawn/Pavilion

Rental Amount: Waived

Damage Deposit: $500

TOTAL: $500

I. PAYMENT SCHEDULE:

The Rental Amount quoted in the space above will not change unless the Client subsequently decides to change to an alternate available venue and this change is accepted by Magnolia Plantation. The Client must submit a $500 deposit upon presenting a signed contract. The deposit can be made by check, cash, or credit card. $500 of the total is the damage/clean up deposit. This amount may be refunded in full following the Event Date provided that there is no damage/clean up charge. In the event that the charges associated with the damage/clean up exceed this amount, the balance shall be the responsibility of the Client and will be billed following the Event. In the event of a timely cancellation pursuant to Section X, this damage/clean up deposit will be refunded.

II. DAMAGE/CLEAN UP CHARGES/CONTRACT VIOLATION CHARGES:

Magnolia Plantation provides the site in an event-ready state. Clean up after the Event is the responsibility of the Client. If decorations, arrangements, trash, and other materials associated with the Event are not cleaned up immediately following day time events (or by 9:00am the morning after night time events with written pre-approval from Magnolia), then damage and

clean up charges may apply. Clients and their agents shall refrain from affixing decoration to any structure on the property using nails, tacks, staples, or other implements that damage the underlying surface. No materials which are non-biodegradable shall be used on the surrounding lawns and gardens at Magnolia Plantation. It is the Client's obligation to discuss this requirement with the planner, any other contracted agent, and the caterer. The Client agrees to pay for any costs and/or damages caused by the Client, the Client's guests while on property for the Event, and the Client's agents, including any contract violations by such agents.

III. TIME:

Magnolia Plantation offers both day time and night time events. For day time events, the venue is available from 7:00am until 2:00pm. For nighttime events the locations will be ready by 3:30 pm for use and this includes set-up. Nighttime events must be over by 12:00am. Failure to timely end the Event may result in the loss of the deposit and accrual of additional charges. Specific individual circumstances may be agreed upon between Magnolia Plantation and the Client following written request and written approval.

IV. FACILITY CHANGES:

Magnolia Plantation reserves the right to make changes to the interior and/or exterior of the Pavilion and the gardens and grounds between the time the reservation is made and the Event Date. Magnolia Plantation reserves the right to make necessary changes to comply with codes or safety requirements, or to make other facility or cosmetic changes as may be required for facility maintenance or operation. Magnolia Plantation will not offer a refund due to any of these changes.

V. CATERING:

Due to the caterer's central role in the setup and clean up and the various requirements related thereto, Magnolia Plantation has a pre-approved list of caterers. Caterers must execute our catering contract and deliver a suitable insurance certificate adding Magnolia Plantation Corporation and J. Drayton Hastie Family Ltd Partnership as an additional insured before they will be deemed approved. In the event that a Client contracts with a non-approved caterer, Magnolia Plantation reserves the right to deny access to the caterer for the Client's Event. It is the Client's responsibility to ensure that this requirement is met, and the failure of the Client's caterer to be approved may, at Magnolia Plantation's discretion, give rise to a termination of the Event pursuant to Section XI.

VI. FURNITURE & SET UP:

Magnolia Plantation does not supply tables, chairs, linen, china, glassware, or other furniture. These items are the responsibility of the Client and can be contracted for through the caterer or third-party rental company. Load-in, set-up and breakdown/load-out of any such furniture and other furnishings not already on-site is solely the responsibility of Client. Items not supplied by Magnolia Plantation must be removed from the premises immediately following events unless given written pre-approval by Magnolia Plantation. Should the Client, the Client's guests, or the Client's agents reposition or otherwise relocate furniture or furnishings provided by Magnolia Plantation, such must be returned to their original location. It is the Client's obligation to discuss this requirement with the planner, any other contracted agent, and the caterer. Failure to adhere to this policy may result in charges pursuant to Section II.

VII. OPEN FLAME POLICY:

No outside fire pits or torches may be brought on property. Smoking indoors is strictly prohibited. Open flame candles are not permitted at any location on property. Flames must be enclosed with a minimum of one-inch glass above the flame. No taper candles or candelabras are permitted. Any unusual and/or questionable lighting must have prior written approval from Magnolia Plantation. Under no circumstance may flammable arrangements be used with candles. Fireworks are not permitted on Magnolia Plantation property. Failure to adhere to this policy may result in charges pursuant to Section II.

VIII. GARDENS AND HISTORIC GROUNDS:

The Client must provide all floral arrangements other than those naturally occurring at Magnolia Plantation. No naturally occurring blooms or other vegetation may be cut by the Client, the Client's guests, or the Client's agents. Golf carts belonging to Magnolia Plantation may only be driven by Magnolia Plantation staff. Third-party golf cart rentals are not permitted on property for use during the Event. If a bug spray is contracted by the Client, this must be scheduled between 7:00am and 8:00am before Magnolia Plantation opens to the general public. Magnolia Plantation staff reserves the right to refuse entry for a bug spray company if not scheduled during the above time. It is the Client's responsibility to ensure that these requirements are met. Destruction of or damage to the landscaping and naturally occurring blooms or other vegetation may result in damages charges pursuant to Section II.

IX. DRUGS & ALCOHOL POLICY:

All alcohol must be provided by a pre-approved professional bar service or caterer. All professional bar services and caterers must be approved by Magnolia Plantation and provide Magnolia Plantation with written evidence of the licensing and liability coverage required by law to serve beer, wine, champagne and hard liquor.

CLIENT AGREES NOT TO PERMIT ANY VIOLATIONS OF ANY LAWS CONCERNING DRUGS AND ALCOHOL. CLIENT SHALL ENSURE THAT ALCOHOL IS NOT SERVED TO ANYONE NOT 21 YEARS OF AGE. CLIENT SHALL NOT TO ALLOW ANY GUEST TO BECOME INTOXICATED. THE CLIENT SHALL NOT ALLOW ANY IMPAIRED PERSON TO DRIVE. THE CLIENT SHALL NOT ALLOW ANYONE TO PLACE HIMSELF, HERSELF OR OTHERS IN A DANGEROUS SITUATION. THE CLIENT AGREENS TO BE RESPONSIBLE FOR DAMAGES AND COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOSS, LIABILITY, EXPENSES, COSTS, INCLUDING ATTORNEY FEES, DAMAGES AND ANY OTHER CONSEQUENCES OF THE FAILURE TO COMPLY WITH THIS POLICY ARISING FROM THE CLIENT'S BREACH OF THIS AGREEMENT OR ITS NEGLIGENCE ARISING OUT OF THIS AGREEMENT IN ACCORDANCE WITH AND TO THE EXTENT PROVIDED BY THE SOUTH CAROLINA TORT CLAIMS ACT, AS AMENDED.

X. EVENT CANCELLATION POLICY/TERMINATION POLICY:
Should Magnolia Plantation be unable to provide the agreed upon venue for the Client's Event, the Client may elect a full refund of all charges paid up to that point, including deposits. The Client may elect an alternate venue if such is available, and all terms of this Contract shall remain in full force and effect. If the alternate venue is lesser in price, the Client will receive a refund commensurate with the lesser pricing of that alternate venue. If the alternate venue is greater in price, no additional charges shall accrue to the Client as a result of the increased pricing of that alternate venue. In the event that the Client fails to perform the requirements as set forth herein, Magnolia Plantation may, at its election, terminate this Event Contract, and retain those payments already made in accordance with Section I. In the event of any cancellations within 30 days of the Event Date, no refund shall be due to the Client, except the $500 damage/clean up deposit. Notice of cancellation and a request for refund must be submitted in writing to events@magnoliaplantation.com.

I have read, understood, and accepted the policies, terms, prices and conditions set forth herein:

_____
Client (printed name)

_____ _____
Client (signature) Date

The Client's offer to utilize the venue(s) identified herein in accordance with the terms and conditions set forth herein is accepted:

Leanza Kauffman
Magnolia Plantation Representative

Leanza Kauffman 8/13/17
Magnolia Plantation Representative Date

b.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: July 13, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 273 Meeting St. Charleston, SC 29401

TMS:

PROPERTY OWNER: Trinity United Methodist Church

ACTION REQUEST: Rental for MOJA Gospel Concert on Sunday October 1, 2017

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

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

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

FUNDING: Was funding needed? Yes ☒ No ☐

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

*If approved, provide the following: Dept/Div. 525100 Acct: 52510

Balance in Account $800.00 Amount needed for this item $300.00

NEED: Identify any critical time constraint(s).

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: July 13, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 273 Meeting St. Charleston, SC 29401

TMS:

PROPERTY OWNER: Trinity United Methodist Church

ACTION REQUEST: Request approval for the Mayor to execute the attached for the MOJA Gospel concert on Sunday October 1, 2017

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

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

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

☐ DONATION/TRANSFER
Donated By: _____

☐ FORECLOSURE
Terms: _____

☐ PURCHASE
Terms: _____

☐ CONDEMNATION
Terms: _____

☐ OTHER
Terms: _____

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

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

☐ OTHER
Terms: _____

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

☐ PERMANENT _____
Terms: _____

COMMERCIAL REAL ESTATE FORM

☐ **TEMPORARY**
Terms: _____

☒ **LEASE** **Lessor:** Trinity United Methodist Church **Lessee:** City of Charleston

☒ **INITIAL**
Terms: $300.00

☐ **RENEWAL**
Terms: _____

☐ **AMENDMENT**
Terms: _____

☒ **Improvement of Property**
Owner: _____
Terms: _____

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

Yes ☐ **No** ☐ **N/A** ☒

Results: _____

Signature: Collen Carducci
Director Real Estate Management

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

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

TRINITY UNITED METHODIST CHURCH
RENTAL AGREEMENT

Renter Group:	**City of Charleston**
Rental Date:	**Sunday October 1, 2017**
Rental Times:	**12:30PM-7:30PM**
Contact Person:	**Ray Swagerty**
Phone Number:	**(843) 509-2904**
Rental Purpose:	**MOJA Arts Festival Gospel Concert**
Base Fee:	**$300.00 for 300 guests maximum** **$375.00 for 301-400 guests maximum**

Agreed Rental Fee: $300.00
(Payment Due 1 week prior to event. Checks can be made payable to *Trinity United Methodist Church*)

THIS AGREEMENT is made by and between the above named person(s), hereinafter referred to as "renter(s)" and Trinity United Methodist Church, for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

Whereas, the rental cost and other fees, if applicable, for the date(s) and time(s) set out above is $ 300.00, and other fees (if applicable) required have been added to this rental amount. Trinity United Methodist Church does not charge or require any gratuity charge or tip.

The full cost must be paid at least seven (7) days prior to the event, which date is Oct. 1, 2017.

Whereas, rentals are on a first come first serve basis. A non-secured date may be held for forty eight (48) hours after the initial request is made, however; the Rental Agreement and a security/damage deposit must be received within the forty eight (48) hours to guarantee the date. No reservation is guaranteed or confirmed unless/until this Rental Agreement is signed and returned with the security/damage deposit and other requirements set out herein.

Whereas, City of Charleston shall keep in full force at its expense, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the City) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons, because of all property damage sustained by one or more persons or organization, or by any combination of personal injury or property damage sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations:

a) A limit of Three Hundred Thousand and no/100 ($300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained , or by any combination of personal injury or property damage; and

b) A total sum not to exceed Six Hundred Thousand ($600,000.00) Dollars as the result of any one occurrence, accident or disaster.

_____
Renter(s) Acknowledgement Date

_____
Trinity United Methodist Agent (Witness) Date

TRINITY UNITED METHODIST CHURCH
RENTAL AGREEMENT

The Trinity United Methodist Church holds the power to act solely on behalf of Trinity United Methodist Church, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents and should be recognized as such by the renter(s), their guests, visitors, or any other persons throughout the rental terms and times.

Trinity United Methodist Church is first and foremost a place of worship and should be treated as such.at all times and by renter(s), their guests, visitors, or any other persons during the rental terms and times. As such, renter(s) are prohibited from conducting raffles. Trinity United Methodist Church may not be used for any unlawful purposes. The use or presence of alcohol, tobacco, or illegal drugs by renter(s) and their guests is prohibited.

All decorations and/or staging shall be pre-approved prior to the event and removed immediately after the event as Trinity United Methodist Church will not be held responsible for any items left in the facility. The furnishings of the church shall not be re-arranged or moved without pre-approval. Renter(s) shall not deface the church furniture or surfaces in any way including the use of scotch tape, PostIt products, glue, hardware, etc. The use of Trinity United Methodist Church audio system and/or musical instruments shall be pre-approved and may result in additional fees. Use of the Fellowship Hall and/or serving food and/or beverages shall be pre-approved and may result in additional fees.

Trinity United Methodist Church reserves the right to refuse to rent to any person(s) for any reason deemed necessary. Trinity United Methodist Church cannot be sub-leased by renter(s) for any reason.

By signing this agreement, renter(s) acknowledge the amount of the fees to be paid to Trinity United Methodist Church and agree to be responsible for payment in full in accordance with this agreement. Any changes to this agreement must be handwritten on the face of this original Agreement and shall be initialed by all parties hereto.

Consent and Release:
I have read this Agreement and hereby covenant and agree to all of the general terms and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due Trinity United Methodist Church in accordance with the conditions outlined therein. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the Premises at the discretion of the Trinity United Methodist Church.

_____

Renter(s) Date

_____

Renter(s) Date

In consideration of the covenants and agreements made by the Applicant, I hereby accept this application on behalf of the Trinity United Methodist Church so as to permit the Applicant the right to use the Premises at the time or times specified there in.

_____

Trinity United Methodist Agent (Witness) Date

C.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee **DATE:** September 12, 2017

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: 113 Calhoun Street

TMS: 458-01-01-086

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Commercial Lease whereby the City leases 113 Calhoun Street to Emanuel African M.E. Church of Charleston for 10 years, upon termination of the Current Lease with the International African American Museum and the Pinckney Foundation.

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

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

	Signature	Attachments
Department Head		☐
Legal Department	Frances P. Cantwell	☐
Chief Financial Officer		☐
Director Real Estate Management	Colleen Carducci	☒
		☐

FUNDING: Was funding needed? Yes ☐ No ☒

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

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** September 12, 2017

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: 113 Calhoun Street

TMS: 458-01-01-086

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Commercial Lease whereby the City leases 113 Calhoun Street to Emanuel African M.E. Church of Charleston for 10 years, upon termination of the Current Lease with the International African American Museum and the Pinckney Foundation.

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

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

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

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

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

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

☐ **EASEMENT** **Grantor (Property Owner)** _____ **Grantee** _____

COMMERCIAL REAL ESTATE FORM

☐ **PERMANENT**
Terms: _____

☐ **TEMPORARY**
Terms: _____

☒ **LEASE** **Lessor:** City of Charleston **Lessee:** Emanuel African M.E. Church of Charleston

☒ **INITIAL**
Terms: The City will lease 113 Calhoun Street to Emanuel African M.E. Church of Charleston for 10 years with two additional renewal terms of 10 years each. This lease will commence upon termination of the existing lease with the International African American Museum and the Pinckney Foundation, which is anticipated to end on or before December 31, 2020. The initial base rent shall be $100 per year.

☐ **RENEWAL**
Terms: _____

☐ **AMENDMENT**
Terms: _____

☐ **Improvement of Property**
Owner: _____
Terms: _____

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

Yes ☐ **No** ☐ **N/A** ☒

Results: _____

Signature: Colleen Carducci
Director Real Estate Management

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

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

Ratification
Number_____

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A LEASE BETWEEN THE CITY, AS LANDLORD, AND EMANUEL AFRICAN AMERICAN M.E. CHURCH OF CHARLESTON, AS TENANT, PERTAINING TO PROPERTY OWNED BY THE CITY LOCATED AT 113 CALHOUN STREET.

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

Section 1. The Mayor is hereby authorized to execute on behalf of the City a lease between the City, as Landlord, and Emanuel African American M.E. Church of Charleston, as tenant, pertaining to the City-owned property located at 113 Calhoun Street, the terms and conditions of said lease being set forth in the lease attached to this Ordinance as Exhibit A and made a part hereof.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____day of _____ in the Year of Our Lord 2017, in the ____ Year of Independence of the United States of America.

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

Attest: _____
Vanessa Turner Maybank
Clerk of Council

COMMERCIAL LEASE

Tenant: 1. Emanuel African M.E. Church of Charleston (AME)	Initial Term: Ten (10) Years
Date Signed:	Initial Base Rental: $100.00 per year
Effective Date: _____	Renewal Date: _____

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

THIS AGREEMENT (this "Lease" or this "Agreement") entered into this _____ day of _____, 2017, between Emanuel African M.E. Church of Charleston, hereinafter referred to as Tenant, and City of Charleston, South Carolina, hereinafter referred to as Landlord.

WITNESSETH:

WHEREAS, Landlord owns that certain real property defined herein as the Premises, commonly known as 113 Calhoun Street, in the City of Charleston, Charleston County, South Carolina;

WHEREAS, the Premises are currently subject to that certain Commercial Lease (the "Current Lease") by and among the City of Charleston, as landlord, and the International African American Museum ("IAAM") and the Pinckney Foundation ("PF"), as tenants;

WHEREAS, it is anticipated that the Current Lease will terminate on or before December 31, 2020;

WHEREAS, the Current Lease permits the IAAM to use the Premises, subject to the terms and conditions therein, until the IAAM receives a final certificate of occupancy (the "CO") for a museum located at Gadsden's Wharf; and

WHEREAS, Tenant desires to lease the Premises upon the termination of the Current Lease;

NOW, THEREFORE, 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 following described property (the "Premises"):

> All that certain piece, parcel, lot or tract of land, together with any buildings and improvements thereon, consisting of and making up Tract B, consisting of 0.067 acres, more commonly referred to as 113 Calhoun Street, bounded on the north by City of Charleston right-of-way for a distance of 43 feet; bounded on the east by lands now or formerly of Buist Academy for a distance of 67.72 feet; bounded on the south by lands now or formerly of Buist Academy for a distance of 43 feet; and bounded on the west by lands now or formerly of Robert J. Donaldson, III and Margaret J. Donaldson for a distance of 67.72 feet, said property located in the City of Charleston, County of Charleston, as shown on a plat entitled "Property Line Adjustment Plat, Buist Academy,

City of Charleston, Charleston County, S.C.," prepared by Forsberg Engineering & Surveying, Inc., dated November 28, 1994, and recorded on March 14, 1995, in Plat Book EA at Page 465 in the R.M.C. Office for Charleston County, South Carolina, reference to which is craved as forming a part and parcel of this description.

BEING the same property conveyed to City of Charleston by deed from Sustainability Institute, a South Carolina non-profit corporation, dated September 22, 2016, and recorded on September 22, 2016, in Book 0584 at Page 918 in the R.M.C. Office for Charleston County, South Carolina.

T.M.S. # 458-01-01-086

To have and to hold said Premises on the following terms and conditions:

1. **TERM:** The initial term of this Lease shall be ten (10) years (the "Initial Term"), beginning thirty (30) days after the termination of the Current Lease, including any renewals or extensions thereof, whether such termination occur by lapse of time or under any provision of the Current Lease; provided, however, this Lease shall be contingent on the IAAM receiving the CO on or before December 31, 2020. Landlord agrees that Tenant may renew the Lease for two (2) additional renewal terms of ten (10) years each ("Option Periods") with all terms and conditions of the Lease remaining the same; provided however, no Option Period shall be granted if the Tenant is in default of any of the terms and conditions of this Lease applicable at the time of the commencement of the Option Periods. Tenant shall give Landlord a minimum of ninety (90) days' written notice of Tenant's intention to renew prior to the expiration of the Initial Term or any Option Period, as applicable. Notwithstanding the foregoing, Landlord shall have the unconditional right to terminate this Lease at any time during an Option Period upon Landlord giving a 180-day advance written notice to the Tenant of the termination.

2. **RENT:** Tenant shall pay to the Landlord an Annual Base Rental and Additional Rent as follows:

   A. **ANNUAL BASE RENTAL.** Tenant shall pay an Annual Base Rental of $100.00 to Landlord for each calendar year during the term of this Lease or any Option Periods, in advance.

   B. **ADDITIONAL RENT.**

      1. Any charges due to the Landlord by Tenant, including but not limited to damage to the Premises, normal wear and tear excepted, legal fees incurred by Landlord as a result of Tenant breaching any term or condition of this Lease, and past due charges incurred by Landlord as a result of Tenant's failure to pay Operating Expenses as defined below, or additional insurance costs if incurred by Landlord as set forth in Paragraph 8 of this Agreement, shall be deemed 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, unless another time for payment is specified for a particular expense, in which case, the time for payment as to the specified expense shall be applicable.

      2. **Operating Expenses.** Operating Expenses include any and all costs or expenses incurred to occupy and use the Premises, including but not limited to taxes, fees, insurance, janitorial services, utilities, telephone and data service, landscaping, pest control (including termite control) and all building repairs and maintenance. Tenant shall be responsible for all Operating Expenses, as set forth below.

Tenant shall be responsible for all utilities, repairs and maintenance of the Premises (including, but not limited to the building, the landscape and hardscape, the structure, water, sewer, etc.). Tenant shall have all utility (including but not limited to CWS and SCE&G) accounts set-up in Tenant's name and shall make timely payments therefore. Late payment of Operating Expenses shall constitute a default of this Agreement.

The Landlord shall pay the casualty insurance on the Premises, as well as any taxes or user fees, and invoice Tenant for such expenses. Tenant shall remit payment of such expenses, in full, to the Landlord within five (5) business days of Tenant's receipt of an invoice. Late payment by Tenant to pay expenses shall constitute a default of this Agreement.

3. **JANITORIAL.** Tenant shall be responsible for keeping the Premises and all common areas of the Premises clean and in good condition and repair.

4. **USE OF PREMISES.** Tenant shall use the Premises only for the display of articles, relics, mementos, etc. intended to memorialize the history of the Emanuel African M.E. Church of Charleston. Without limiting the foregoing, pets, animals, or birds may not be kept on the Premises without the Landlord's permission, and the Premises may not be used for sleeping quarters or apartments, for games of chance, or any form of gambling, immoral conduct, or any other illegal activity.

5. **PUBLIC ACCESS.** Tenant shall, at Tenant's expense, provide the general public with regularly-available (no less than five hours per day and no less than five (5) days per week) access to the Premises through the Initial Term and any Option Periods of this Lease. This right of access shall be provided to the public free of charge. Tenant's failure to maintain such access during the Initial Term and any Option Periods shall constitute a default of this Agreement.

6. **EXAMINATION OF PREMISES.** Tenant acknowledges having examined the Premises and being familiar with its present condition. Tenant accepts the Premises in its present condition "where-is and as-is." Landlord shall ensure that the Premises are clean and in move-in condition prior to the lease commencement.

7. **DELAY OF POSSESSION.** Notwithstanding any other provision of this Agreement, Tenant shall not be entitled to possession of the Premises until thirty (30) days after the termination of the Current Lease, including any renewals or extensions thereof, whether such termination occur by lapse of time or under any provision of the Current Lease; provided, however, this Lease shall be contingent on the IAAM receiving the CO on or before December 31, 2020. If this Paragraph 7 shall be held invalid or unenforceable for any reason, this Agreement shall become null and void.

8. **LIABILITY INSURANCE.** Tenant shall not carry any stock of goods or do anything in or about the Premises that will in any way restrict or invalidate any insurance coverage on the Premises. Tenant agrees to pay, upon demand, as Additional Rent, any increase in premiums of insurance carried by the Landlord on the Premises resulting from the Tenant's use or occupancy thereof. Tenant shall keep in full force and effect, at Tenant's expense, insurance for damage to plate glass, Tenant's personal property, and any damage to the Premises resulting from Tenant's negligence as set forth in Paragraph 11 of this Agreement. Tenant shall provide and maintain at all times commercial general liability insurance in the amount of $1,000,000.00 combined single limits with the Landlord to receive a certificate of insurance prior to the commencement of the Initial Term of this Lease, and with the Landlord being named as an additional insured under the policy. Annual insurance coverage shall be renewed for each year during the Initial Term of this Lease and any Option Periods, with Tenant to provide Landlord with a certificate of insurance for the annual renewal at least thirty (30) days prior to the annual renewal date. Tenant's failure to strictly comply with the provisions in this Paragraph 8 regarding liability insurance shall constitute a default of this Agreement.

9. **MAINTENANCE AND REPAIRS.** Tenant shall be responsible for all repairs and maintenance required to keep and maintain the Premises in as good or better condition as of the date on which the Initial Term commences.

10. **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 employ, at Tenant's cost, a reputable pest extermination company to keep the Premises free of termites, pests and rodents.

11. **ALTERATIONS.** Tenant shall make no alterations, additions, improvements, or rewiring in or to the Premises without the written consent of Landlord. All additions or improvements to the Premises, including carpeting, tile, other floor covering, wall covering, ceiling tile, or extra heat/air-conditioning, made with or without Landlord's written consent, shall become part of the Premises and the property of Landlord upon installation. 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. Trade fixtures shall be removed from the Premises before the end of this Lease or shall become part of the Premises and the property of Landlord. 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.

12. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign, transfer, mortgage, pledge, or otherwise encumber or dispose of this Lease, or sublet the Premises, or any part thereof, or permit the Premises to be occupied by other persons. If this Lease is sublet, assigned, or occupied without the Landlord's permission, this Lease may, at the option of the Landlord, be terminated immediately upon seven (7) days' written notice to Tenant.

13. **SIGNS OR AWNINGS.** Tenant shall place no signs, notices, pictures, or advertising matter upon the exterior of the Premises without the written consent of the Landlord.

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. **RULES AND REGULATIONS.** Landlord reserves the right at any time to make further reasonable rules and regulations as shall be required for the safety, care, appearance, and cleanliness of the Premises and the preservation of good order therein, and such other rules and regulations shall be binding upon the Tenant with the same force and effect as if they had been contained herein at the time of execution hereof. In the event Landlord makes further reasonable rules and regulations pursuant to this Paragraph that are not acceptable to the Tenant, Tenant shall have the right to terminate this Lease upon thirty (30) days' written notice to Landlord.

16. **RIGHT OF ENTRY.** Landlord, without being liable for trespass or damages, shall have the right to enter the Premises during reasonable hours, with twenty-four (24) hours' advance notice, and with Tenant present, to examine the Premises to ensure Tenant has been fulfilling its obligation to repair and maintain the Premises as required herein, or to show the Premises for future leasing purposes.

17. **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 to secure the payment of any bill for work done or material furnished during the rental period created by this Lease. In the event that liens are placed on record against the Premises by contractors, mechanics, laborers, material suppliers or others because of actions by Tenant, such event shall constitute a default of this Lease.

18. **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. If the Premises are damaged but not wholly destroyed by fire or other casualty, Landlord or Tenant shall have the option to terminate this Lease. In the event the Parties determine to continue the Lease, rental shall be abated in such proportion as use of the Premises has been lost to Tenant, and Landlord shall restore the Premises to substantially the same condition as prior to damage as speedily as practicable, whereupon full rental payments shall recommence. Landlord shall not be responsible to Tenant for any loss of use of the Premises during any such restoration.

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

20. **CONDEMNATION.** If the whole of the Premises, or such portion thereof are condemned by any legally constituted authority as shall make the Premises unusable for the purpose herein leased, this Lease shall terminate on the date when possession thereof is taken by the condemning public authorities, and rental shall be pro-rated as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover from the condemning public authority any compensation for damage caused by such condemnation. Neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemning authority. In the event only such portion of the Premises is acquired by condemnation as will leave the remaining portion of the Premises, after alteration and repairs, in a condition suitable for use by Tenant, the rental payments from the day of such condemnation/acquisition to the end of the original or any extended term of this Lease shall be reduced in proportion to the resulting loss of use of the Premises by Tenant. In the event of such partial condemnation/acquisition and reduction in rent, Landlord, in consultation with Tenant, shall make promptly, at Landlord's expense, all necessary alterations and repairs which shall be required to restore the Premises to a safe and usable condition.

21. **INDEMNITY AND LIABILITY - TENANT.** Tenant does hereby indemnify and save Landlord harmless from any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from, or alleged to arise from, Tenant's use, business or activities conducted by Tenant or any of Tenant's employees and guests at the Premises.

22. **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, the Premises in 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. The costs of any repairs required to restore the Premises to this condition shall be the obligation of the Tenant and shall be immediately due and payable to the Landlord, in full, upon receipt of an invoice. Tenant shall indemnify and save Landlord harmless from and against all claims made by any succeeding Tenant of the Premises against Landlord because of Tenant's unlawful or unreasonable delay in delivering possession of the Premises, insofar as such unlawful or unreasonable delay is occasioned by failure of Tenant to so surrender the Premises.

23. **EFFECTIVE DATE OF LEASE.** This Lease shall become effective as a binding agreement only upon the execution and delivery thereof by both Landlord and Tenant; provided, however, this Lease shall be contingent on the IAAM receiving the CO on or before December 31, 2020.

24. **NOTICES.** A copy of all notices and payments required under this Lease shall be sent to Landlord and Tenant, at the addresses below:

TENANT:	LANDLORD:
Emanuel African M.E. Church of Charleston	City of Charleston
110 Calhoun Street	Real Estate Management Division
Charleston, SC 29401	P.O. Box 304
	Charleston, SC 29402

25. **KEYS.** Landlord shall provide Tenant with one key for each entrance to the building on the Premises. Tenant is responsible for accounting for all keys provided or duplicated and shall return all keys to the Landlord upon termination or cancellation of this Lease and/or Tenant's vacating said Premises. Tenant may not 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.

26. **ESTOPPEL CERTIFICATES.** Tenant shall from time to time, within ten (10) days following written notice from Landlord, execute, acknowledge and deliver to the Landlord Estoppel Certificate(s) certifying the status of the Lease, to include whether or not, in Tenant's opinion, this Lease is in full force and effect or if the Landlord is in default in performance of any covenant or condition of this Lease.

27. **PEACEFUL POSSESSION.** Subject to the terms, covenants, and conditions of this Lease, the Tenant shall have, hold and enjoy peaceful possession of the Premises.

28. **DEFAULT.** If any 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 thirty (30) days in which to cure such default, except for a default under Section 2 (B) (2), in which case the defaulting party shall have five (5) business days to cure. A non-monetary default of a nature that requires more than thirty (30) 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 have 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.

29. **ATTORNEY'S FEES.** In the event it is necessary for a party to employ an attorney to enforce any covenant or obligation of this Lease, or the termination of this Lease, or for the possession of the Premises or any part thereof, the non-prevailing party shall pay all costs, including reasonable attorney's fees.

30. **SPECIAL STIPULATIONS.** Insofar as the following stipulations conflict with any of the provisions herein, the following stipulations shall control: This Lease shall be contingent on the IAAM receiving the CO on or before December 31, 2020.

31. **APPLICABLE LAW.** This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina.

32. **COMPLIANCE WITH LAWS.** Tenant agrees to comply with all laws, ordinances, rules and regulations that may

pertain or apply to the Premises and their use. Nothing in this Lease shall be construed as limiting the Landlord's ability to exercise zoning and other authority over the Premises, including but not limited to, the adoption of laws affecting the zoning and/or use of the Premises after the execution of this Lease. Landlord makes no representations or warranties regarding with respect to whether the anticipated use of the Premises by Tenant complies with current or future zoning ordinances or land development regulations.

33. **SALE OF PROPERTY.** In the event the Landlord chooses to sell the Premises at any time during the term of this lease, Tenant shall have the Right of First Refusal. Any Contract to Purchase the Premises which the Landlord intends to accept shall be delivered to the Tenant. Tenant shall respond in writing within ten (10) days of its intent to purchase the property on the same terms and conditions of the Contract to Purchase. In the event the Tenant does not respond within the ten (10) day period, this Right of First Refusal shall be terminated and the Tenant shall have no further right to purchase.

34. **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.

TENANT:
Emanuel African M.E. Church of Charleston:

Witness as to AME

By:

LANDLORD:
CITY OF CHARLESTON

Witness as to Landlord

By: Mayor John J. Tecklenburg

d.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee **DATE:** September 12, 2017

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: 180 Lockwood

TMS: 460-00-00-013

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Right of Way Easement with the Commissions of Public Works for 225 square feet in area for the placement of a sub-surface water meter vault.

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

	Signature	Attachments
Department Head		☐
Legal Department	Frances P. Cantwell	☐
Chief Financial Officer		☐
Director Real Estate Management	Colleen Carducci	☒
		☐

FUNDING: Was funding needed? Yes ☐ No ☐

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

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee **DATE:** September 12, 2017

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: 180 Lockwood

TMS: 460-00-00-013

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Right of Way Easement with the Commissions of Public Works for 225 square feet in area for the placement of a sub-surface water meter vault.

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

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

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

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

☒ **EASEMENT** Grantor (Property Owner) City of Charleston Grantee CPW

- ☒ **PERMANENT** The Easement is for 225 sq. ft. in area for the placement of a sub-surface water meter vault.
- ☐ **TEMPORARY**
  Terms: _____

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

- ☐ **INITIAL**

COMMERCIAL REAL ESTATE FORM

Terms: _____

☐ RENEWAL
Terms: _____

☐ AMENDMENT
Terms: _____

☐ Improvement of Property
Owner: _____
Terms: _____

_____

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

Yes ☐ No ☐ N/A ☒

Results: _____

Signature: Allen Carducci
Director Real Estate Management

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

_____

NEED: Identify any critical time constraint(s).

STATE OF SOUTH CAROLINA	)	
	)	**RIGHT OF WAY EASEMENT**
COUNTY OF CHARLESTON	)	**WATER**

WHEREAS, the City Council of Charleston, also known as the City of Charleston, South Carolina, a South Carolina municipal corporation (the "City" or "Grantor"), owns that certain piece, parcel or tract of real property bearing TMS No. 460-00-00-013, situate, lying and being in the City of Charleston, Charleston County, South Carolina, and being more particularly described and shown as "LOT 1, POLICE STATION PARCEL, 202,609 sq. ft., 4.65 acres," on that certain plat entitled "FINAL SUBDIVISION PLAT OF 99 WESTEDGE, PHASE 0, LOT 1 POLICE STATION PARCEL (4.65 Ac.), LOT 2 WRAP PARCEL (1.65 Ac.), LOT 3 PARKING DECK PARCEL (1.08 Ac.) & THE CREATION OF NEW PUBLICLY DEDICATED RIGHT-OF-WAY (0.51 Ac.), CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, prepared for 99 WEST EDGE OWNER, LLC," prepared by F. Elliotte Quinn, III (S.C.P.L.S. No. 10292) of Thomas & Hutton Engineering Co., dated January 17, 2016, last revised March 16, 2016, and recorded on March 25, 2016 in Plat Book L16 at Page 0144 in the RMC Office for Charleston County, South Carolina (the "City Property");

WHEREAS, the COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA (hereinafter called the "Commissioners" or "Grantee") desires to install and maintain water lines and a meter pit, along with water meters, valves and other usual fixtures, appurtenances and related equipment to be located on the portion of the City Property shown and designated as "NEW CPW WATER EASEMENT, 225 sq. ft., 0.01 ac.," on that certain plat entitled "PLAT OF A NEW CPW WATER EASEMENT WITHIN LOT 1, POLICE STATION PARCEL, OWNED BY THE CITY COUNCIL OF CHARLESTON, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, prepared for THE COMMISSIONERS OF PUBLIC WORKS," prepared by F. Elliotte Quinn, III (S.C.P.L.S. No. 10292) of Thomas & Hutton Engineering Co., dated July 13, 2016, last revised August 30, 2017, and recorded on _____, 2017, in Plat Book _____ at Page _____ in the RMC Office for Charleston County, South Carolina, said portion of the City Property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear (the "Easement Area");

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantor, in consideration of the sum of Five and No/100 Dollars ($5.00) to it in hand paid for the easement granted hereunder, at and before the sealing of these presents, by the Grantee, and 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 COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA, its successors and assigns, a non-exclusive right-of-way and utility easement (the "Easement"), together with the right to lay, construct, operate, maintain, inspect, repair and replace water lines and a meter pit, along with water meters,

valves and other usual fixtures, appurtenances and related equipment above and below the surface within the Easement Area, subject to the terms and conditions set forth herein.

TOGETHER with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, it is further agreed that:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain upon, over, along, across, through, and under the Easement Area underground water lines and a meter pit, along with water meters, valves and other usual fixtures, appurtenances and related equipment above and below the surface of the Easement Area, as may from time to time be or become convenient to the transaction of Grantee's business, for the provision of water services, together with the right of ingress, egress, and access to and from such the Easement Area across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

2. Grantor shall not construct, build or place any permanent object over the surface of the Easement Area or make any other use of the Easement Area, it being the purpose of the Commissioners to (1) protect the integrity of the said water lines, meter pit, and equipment that are constructed within the Easement Area; and (2) allow quick and ready access to the water lines, meter pit, and equipment that are constructed within the Easement Area.

3. Together with the right from time to time to trim, cut, or remove trees, underbrush and other obstructions from the Easement Area.

4. This Easement will run with the land and continue to exist so long as it is used for utility purposes and, in the event the Commissioners should abandon the Easement, written notice will be given to the then-owner(s) of the Easement Area stating that the Commissioners have given up all rights to the Easement.

TO HAVE AND TO HOLD, all and singular, the easements, rights, and privileges unto the COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA, its successors and assigns, forever.

[The remainder of this page has been intentionally left blank. The signature pages follow.]

[GRANTEE'S SIGNATURE PAGE TO EASEMENT]

IN WITNESS WHEREOF, the Commissioners of Public Works of the City of Charleston, South Carolina, has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:

COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA

_____
First Witness

By: _____
Its: _____

_____
Second Witness

Date: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF _____)

I, _____, a Notary Public for South Carolina, do hereby certify that COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2017.

_____
Notary Public for South Carolina
My Commission Expires: _____

[The remainder of this page has been intentionally left blank.]

[GRANTOR'S SIGNATURE PAGE TO EASEMENT]

IN WITNESS WHEREOF, the City of Charleston, South Carolina, has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:	CITY OF CHARLESTON, SOUTH CAROLINA
_____	By: _____
First Witness	Its: Mayor
_____	Date: _____
Second Witness	

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON)

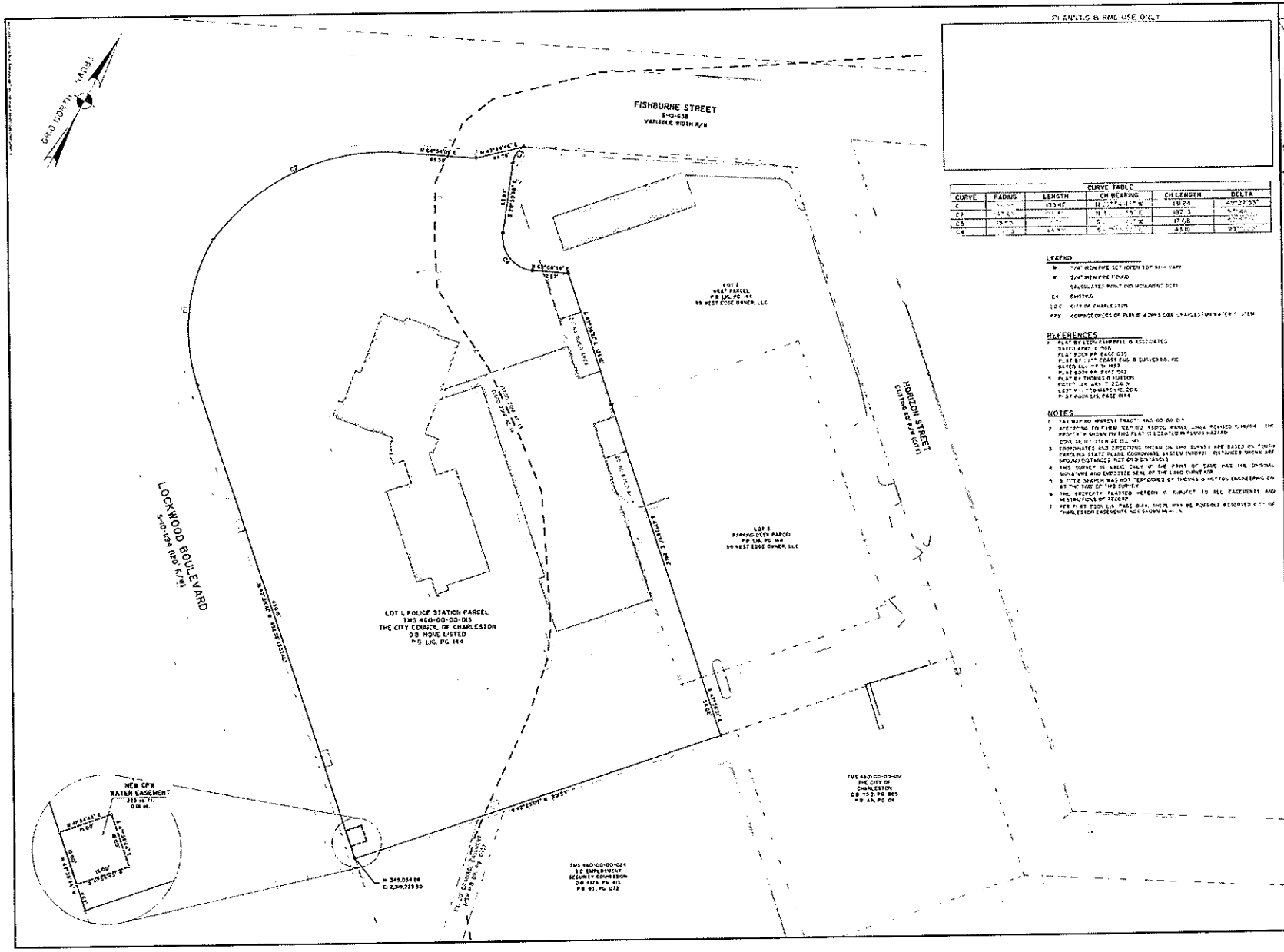
I, _____, a Notary Public for South Carolina, do hereby certify that the CITY OF CHARLESTON, SOUTH CAROLINA, by John J. Tecklenburg, its Mayor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 2017.

_____
Notary Public for South Carolina
My Commission Expires: _____

[The remainder of this page has been intentionally left blank.]

1520637v1



PLANNING & RMC USE ONLY

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	[illegible]	135.46'	[illegible]	131.24	49°27'53"
C2	[illegible]	[illegible]	[illegible]	187.13	[illegible]
C3	[illegible]	[illegible]	[illegible]	174.8	[illegible]
C4	[illegible]	[illegible]	[illegible]	45.16'	[illegible]

LEGEND

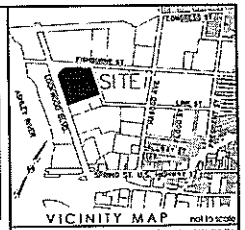
- ● 1/4" IRON PIPE SET (WITH TOP WITH CAP)
- ○ 1/4" IRON PIPE FOUND
- CALCULATED POINT (NO MONUMENT SET)
- EX EXISTING
- COC CITY OF CHARLESTON
- PPW COMMISSIONERS OF PUBLIC WORKS FOR CHARLESTON WATER SYSTEM

REFERENCES

1. PLAT BY LEON CAMPBELL & ASSOCIATES DATED APRIL 5, 1988. PLAT BOOK 89, PAGE 055.
2. PLAT BY [illegible] COAST ENG & SURVEYING, INC DATED [illegible] 1993. PLAT BOOK 99, PAGE 042.
3. PLAT BY THOMAS & HUTTON ENTITLED "[illegible] TO MARCH INC." DATED [illegible] PLAT BOOK L16, PAGE 144.

NOTES

1. TAX MAP NO. [illegible]
2. ACCORDING TO FIRM MAP NO. 45019C, PANEL [illegible] REVISED [illegible] THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONE [illegible] AE (EL [illegible]).
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES NOT GRID DISTANCES.
4. THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
5. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO AT THE TIME OF THIS SURVEY.
6. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
7. PER PLAT BOOK L16, PAGE 0144, THERE MAY BE POSSIBLE RESERVED CITY OF CHARLESTON EASEMENTS NOT SHOWN HEREON.



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SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO — No. C00295

SOUTH CAROLINA — F. ELLIOTT DUNN — No. 10292 — PROFESSIONAL LAND SURVEYOR

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTT DUNN
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF A NEW CPW WATER EASEMENT WITHIN LOT 1, POLICE STATION PARCEL

OWNED BY

THE CITY COUNCIL OF CHARLESTON

CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

prepared for

THE COMMISSIONERS OF PUBLIC WORKS

No.	Revision	By	Date
1	Revised easement [illegible]	[illegible]	[illegible]

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting
682 Johnnie Dodds Blvd., Suite 100
PO Box 1522
Mt. Pleasant, SC 29465-1522
p 843.849.0200 f 843.849.0203
www.thomasandhutton.com

40 0 40 80
1 INCH = 40 FEET

d of	drawn	reviewed	field	crew
07/15/16	kc	fecj	07/16	MG

job 24527.0002

SHEET 1 OF 1

e(i)

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2178 COKER AVENUE (0.48 ACRE) (TMS# 343-01-00-046), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY NICHOLAS WITTE & KATHERINE RIDDILE.

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

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

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

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

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

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

SAID PROPERTY to be annexed, 2178 Coker Avenue, (0.48 acre) is identified by the Charleston County Assessors Office as TMS# 343-01-00-046, (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2017, in the _____ Year of the Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 2178 Coker Avenue

Owner Names: Nicholas Witte & Katherine Riddile

Parcel ID: 3430100046

Mailing Address: 2178 Coker Ave
Charleston, SC 29412

City Area: James Island
Subdivision:
Council District: 11
Within UGB: Yes

Presented to Council: 9/12/2017
Status: Received Signed Petition
Year Built: 1937
Number of Units: 1
Number of Persons: 2
Race: Caucasian
Acreage: 0.48
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $306,700.00
Assessed Value: $12,270.00
Stormwater Fees: 72.00

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 13
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS provides water. James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

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

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

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located on James Island (approximately 0.48 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3430100046 (2178 Coker Avenue).

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

Dated this 11th day of
August, 2017

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
(Signature)	11 Aug 2017 (Date)
Nicholas W. Witt (Print Name)	
Katherine B. Riddle (Signature)	8/14/17 (Date)
Katherine B. Riddle (Print Name)	

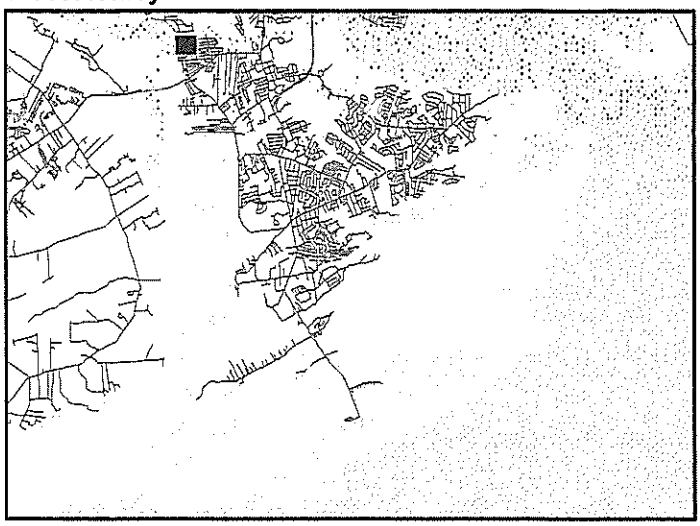
City of Charleston
Annexation Map

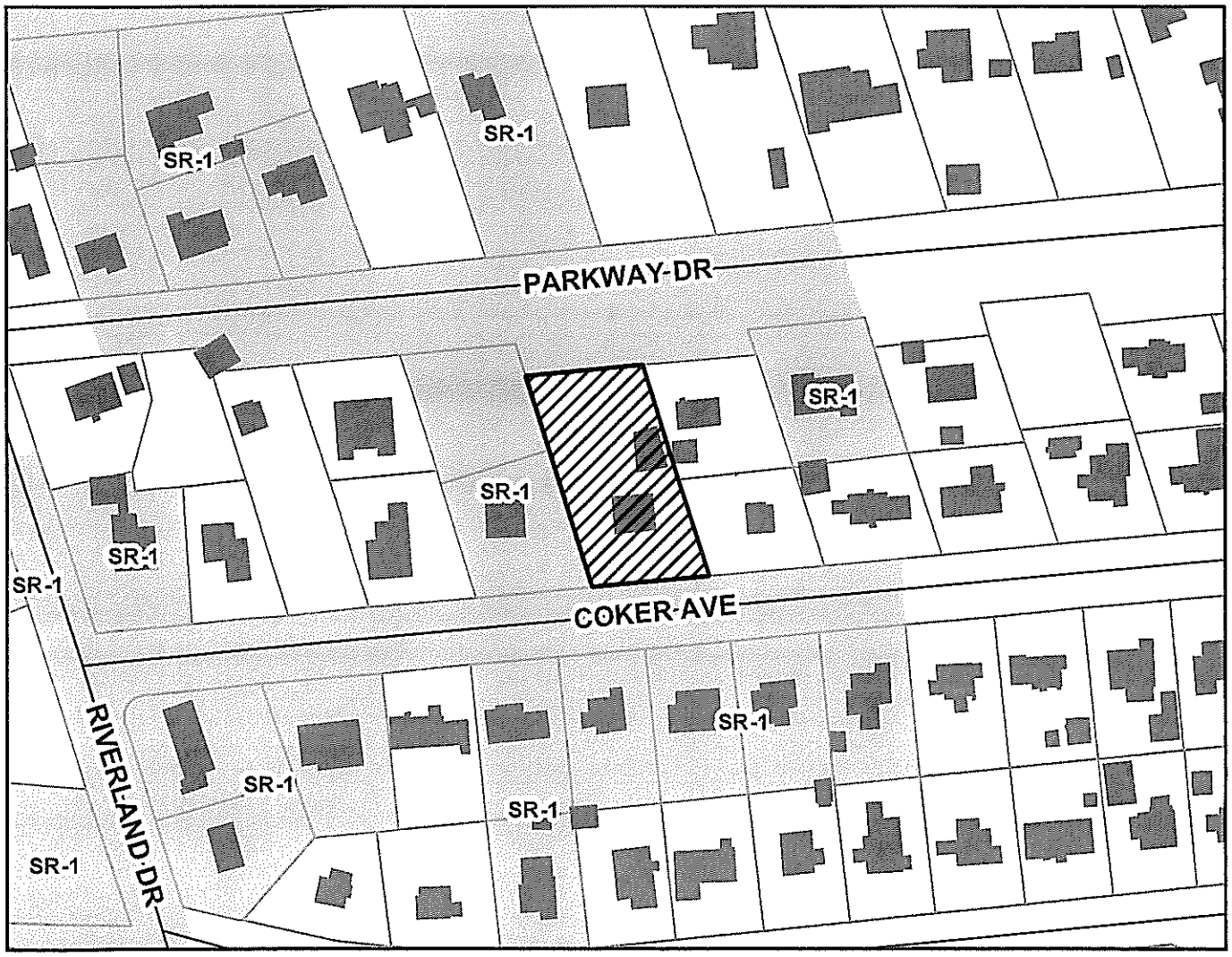
Parcel Address:
2178 Coker Ave

TMS #:
3430100046

Acreage: 0.48

City Council District: 11





Subject Property

Corporate Limits
City of Charleston

Water

N

e(ii)

Ratification Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1944 WOODLAND ROAD (0.24 ACRE) (TMS# 355-10-00-064), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 2. THE PROPERTY IS OWNED BY HEATHER HAYS & DAVID KAUFFMAN.

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

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

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

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

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

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

SAID PROPERTY to be annexed, 1944 Woodland Road, (0.24 acre) is identified by the Charleston County Assessors Office as TMS# 355-10-00-064, (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2017, in the _____ Year of the Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 1944 Woodland Road

Owner Names: Heather Hays & David Kauffman

Parcel ID: 3551000064

Mailing Address: 1944 Woodland Rd
Charleston, SC 29414

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

Presented to Council: 9/12/2017
Status: Received Signed Petition
Year Built: 1980
Number of Units: 1
Number of Persons: 1
Race: Caucasian
Acreage: 0.24
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $163,000.00
Assessed Value: $6,520.00
Stormwater Fees: 72.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 16
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

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

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

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately .24 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 355-10-00-064
(Address: 1944 Woodland Rd Charleston SC 29414).

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

Dated this 31 day of July, 2017

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
Heather L Hays (Signature)	July 31, 2017 (Date)
Heather L Hays (Print Name)	
David E. Kauffman (Signature)	7/31/17 (Date)
(Print Name)	

City of Charleston
Annexation Map

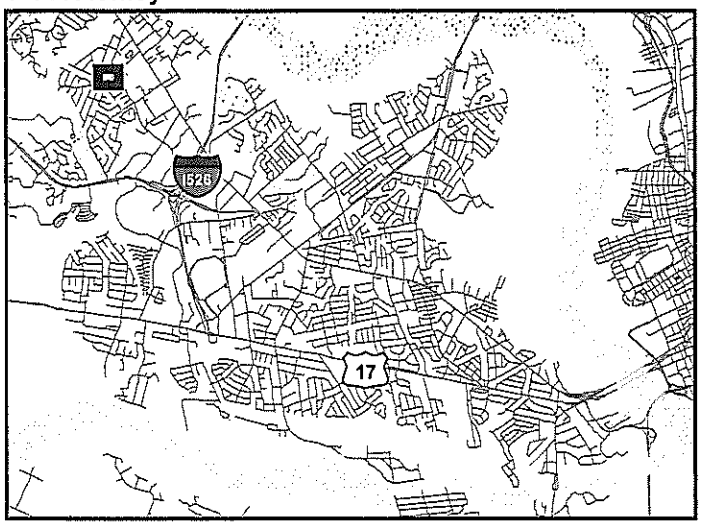
Parcel Address:
1944 Woodland Rd

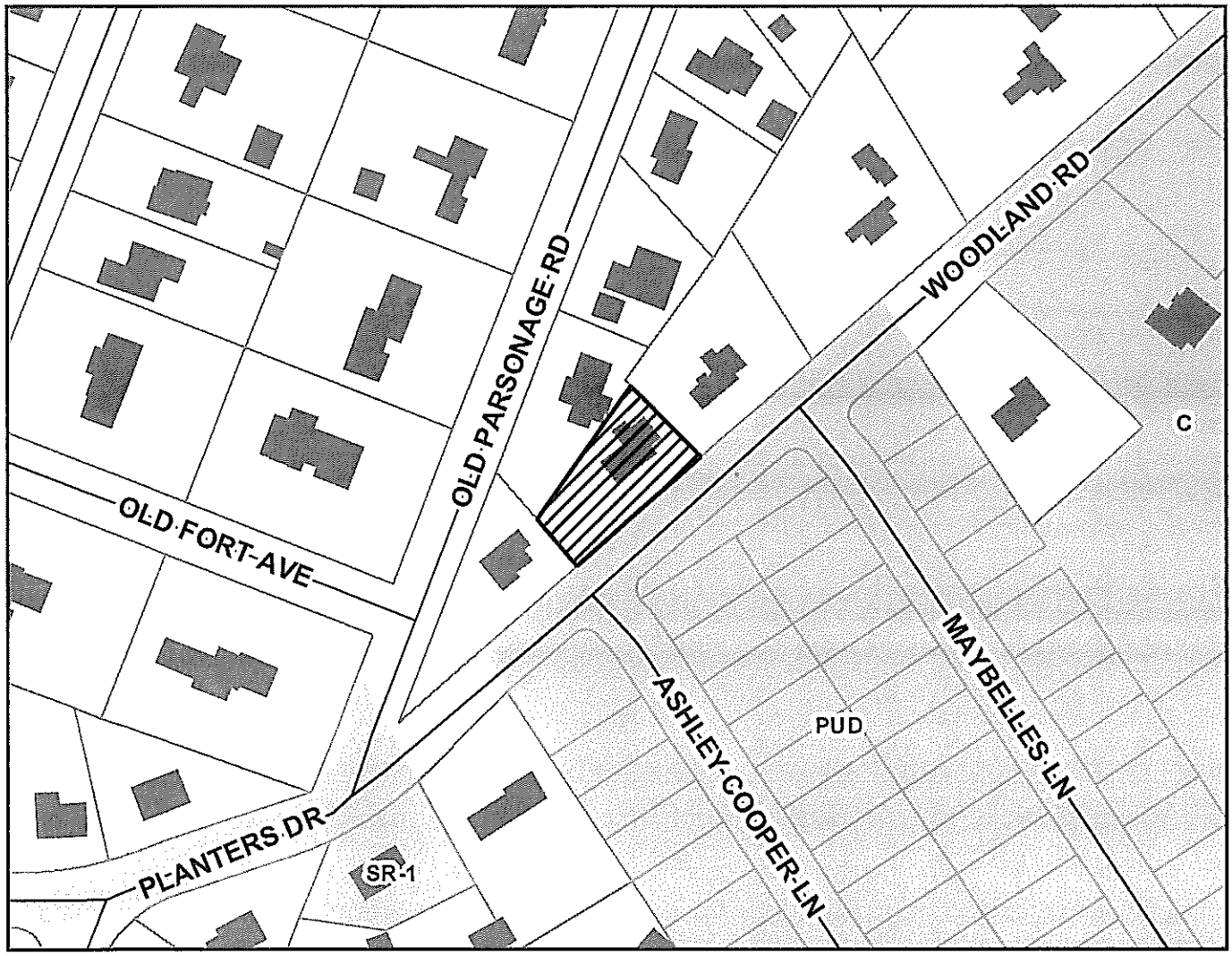
TMS #:
3551000064

Acreage: 0.24

City Council District: 2

West Ashley





Subject Property

Corporate Limits
City of Charleston

Water

N

e (iii)

Ratification Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 781 SAINT ANDREWS BOULEVARD (0.36 ACRE) (TMS# 418-10-00-080), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 9. THE PROPERTY IS OWNED BY KEVIN SHEALY.

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

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

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

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

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

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

SAID PROPERTY to be annexed, 781 Saint Andrews Boulevard, (0.36 acre) is identified by the Charleston County Assessors Office as TMS# 418-10-00-080, (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2017, in the _____ Year of the Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 781 Saint Andrews Boulevard

Owner Names: Kevin Shealy

Parcel ID: 4181000080

Mailing Address: 781 Saint Andrews Blvd
Charleston, SC 29407

City Area: West Ashley
Subdivision:
Council District: 9
Within UGB: Yes

Presented to Council: 9/12/2017
Status: Received Signed Petition
Year Built: 1949
Number of Units: 1
Number of Persons: 0
Race: Commercial
Acreage: 0.36
Current Land Use: Commercial
Current Zoning: OG
Requested Zoning: GO
Recommended Zoning: GO
Appraised Value: $420,500.00
Assessed Value: $25,230.00
Stormwater Fees: To Be Calculated

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 10
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

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

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

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately .36 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 418100000 80
(Address: 781 St. Andrews Blvd. Charleston SC 29407).

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

Dated this 16 day of August, 2016

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
(Signature)	8/16/2017 (Date)
Kevin Sherby (Print Name)	
(Signature)	(Date)
(Print Name)	

City of Charleston
Annexation Map

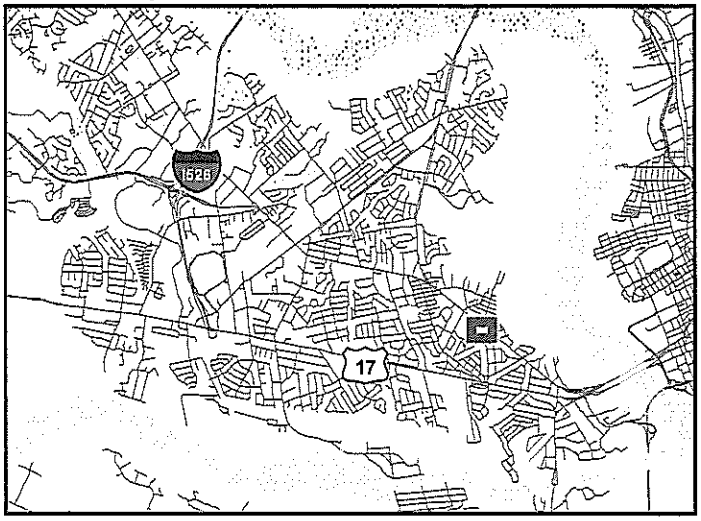
Parcel Address:
781 Saint Andrews Blvd

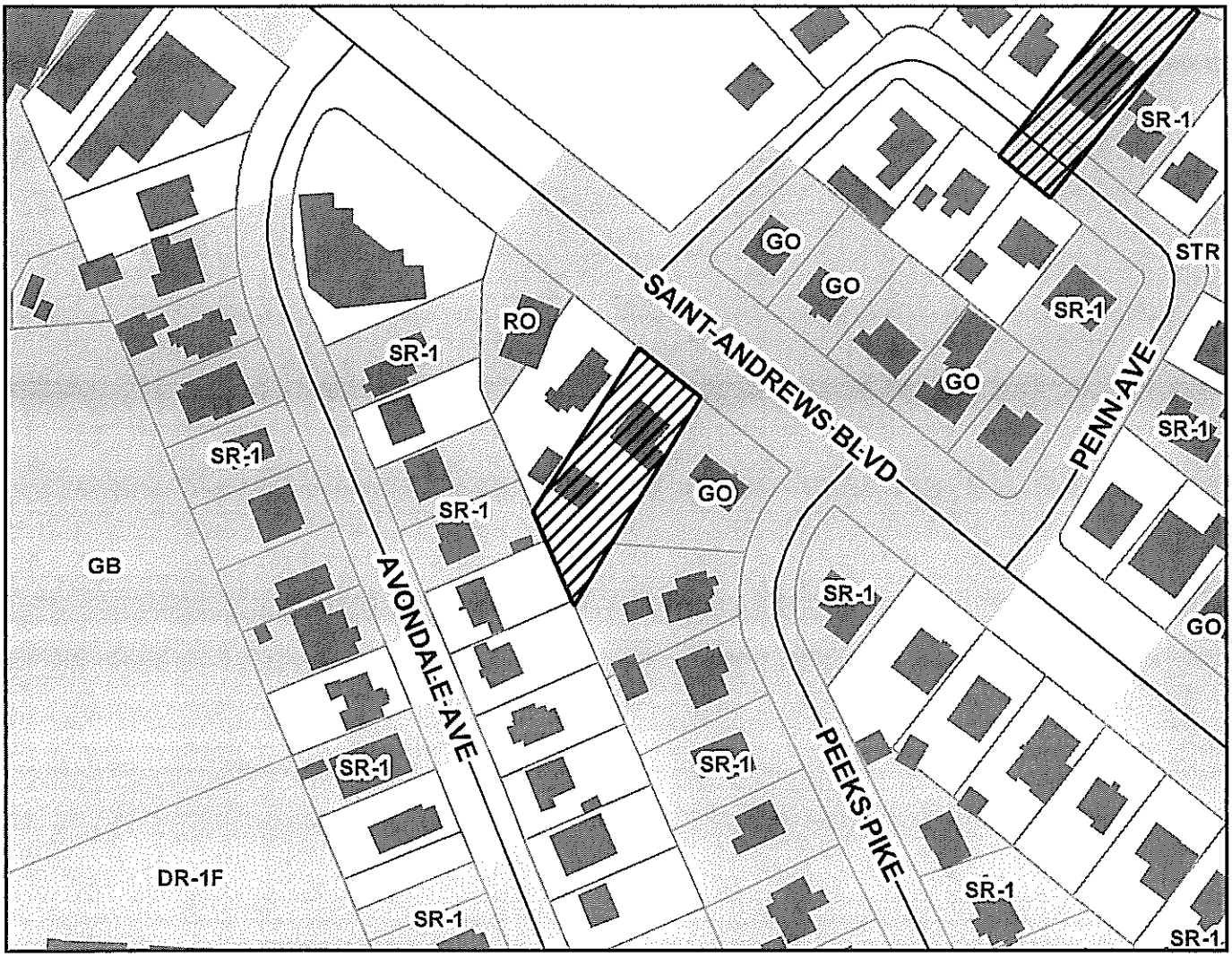
TMS #:
4181000080

Acreage: 0.36

City Council District: 9

West Ashley





Subject Property

Corporate Limits
City of Charleston

Water

N