



JOHN J. TECKLENBURG  
Mayor

*City of Charleston*  
*South Carolina*  
*Department of Public Service*

THOMAS F. O'BRIEN  
Director  
of Public Service

**PUBLIC WORKS AND UTILITIES COMMITTEE  
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on Monday, March 9, 2020 to begin at 4:00 pm., first floor conference room at City Hall. The following items will be heard:

**A. Invocation**

**B. Approval of Public Works and Utilities Committee Minutes**

January 28, 2020  
February 10, 2020 - Deferred  
February 24, 2020 - Deferred

**C. Request to Set a Public Hearing**

None

**D. Acceptance and Dedication of Rights-of-Way and Easements**

1. Request authorization for the Mayor to accept a temporary right-of-entry and construction easement from the Housing Authority of the City of Charleston to facilitate drainage and maintenance improvements within the new easement areas acquired along the subdivision lines between Ardmore, Sherwood Forest, and the Housing Authority's property known as Juniper Arms Apartments. Upon approval, the Mayor would be authorized to execute the attached easement agreement on behalf of the City of Charleston without further action by City Council.
2. Acceptance and Dedication of a portion of Oak Bluff Avenue (30' R/W), a portion of Tangles Trail (30' R/W), and associated drainage easements, all as shown on Plat Q at Page 94h, recorded on January 11, 2018, in the ROD Office for Berkeley County, South Carolina.
  - a. Title of Real Estate with Affidavit for taxable or Exempt Transfers
  - b. Exclusive Stormwater Drainage Easement Agreement (with plat attached as Exhibit A).

Department of Public Service • 2 George Street • Charleston, South Carolina 29401

Tel: (843) 724-3754 • Fax: (843)973-7261

3. Acceptance and Dedication of a portion of Henry Tecklenburg Drive, as shown on Plat L19 at Page 0470, recorded on November 4, 2019, in the ROD Office for Charleston County, South Carolina.
  - a. Title of Real Estate with Affidavit for taxable or Exempt Transfers
  - b. Plat

**E. Temporary Encroachments Approved by The Department of Public Service  
(For information only)**

1. **30 Grand Oaks Blvd.- Harris Teeter** - Installing 8 LF of 1" PEX domestic water line, 9 LF of 1" PEX irrigation line and 14 LF of 4" PVC sanitary sewer Later in City right-of-way. This encroachment is temporary. **Approved February 21, 2020**
2. **193 King St. - 167 Raw King** – 2 existing planters in City right-of-way. This encroachment is temporary. **Approved February 21, 2020**
3. **255 Furman Farm Pl.** – Installing irrigation encroaching in City right-of-way. This encroachment is temporary. **Approved February 21, 2020.**
4. **1042 5<sup>th</sup> Ave.** – Installing 6ft privacy fence encroaching in City drainage easement. This encroachment is temporary. **Approved February 21, 2020.**
5. **1103 Santa Elena Way** – Installing 6ft privacy fence encroaching in City drainage easement. This encroachment is temporary. **Approved February 21, 2020.**
6. **1945 Village Crossing Dr.** – Installing irrigation encroaching in City right-of-way. This encroachment is temporary. **Approved February 21, 2020.**
7. **2317 Town Woods Rd.** – Installing irrigation encroaching in City right-of-way. This encroachment is temporary. **Approved February 21, 2020.**
8. **2705 Waker St.** – Installing irrigation encroaching in City right-of-way. This encroachment is temporary. **Approved February 21, 2020.**
9. **2773 Sunrose Ln.** – Installing 4ft black aluminum privacy fence encroaching in City drainage easement. This encroachment is temporary. **Approved February 21, 2020.**

## **F. Stormwater Management Department Update**

1. Cooper/Jackson Drainage Evaluation Project – Professional Services Work Authorization #6 on the Stormwater Program Management Contract with AECOM for \$432,136.00 for survey, modeling, evaluation, and public engagement for potential drainage improvement options in the Cooper and Jackson Drainage Basins on the Eastside of the Peninsula. These funds are available in the Cooper River Bridge TIF.
2. Approval of Change Order #1 on the Lord Calvert Drainage Improvement Project with Gulf Stream Construction for \$35,013.36 for additional catch basins due to utility conflicts. Approval of this change order approves a budget amendment increasing funding for the Project from \$217,508.46 to \$237,430.30 with the addition of \$19,921.84 from the Stormwater Operations Account Small Project Budget.
3. Discussion of Small Project Budget Allocations for FY2020.
4. Church Creek Task Force Discussion (Requested by Councilmember Harry J. Griffin)
5. Stormwater Management Project Updates
6. Floodplain Management Project Updates

## **G. Executive Session in accordance with S.C. Code Section 30-4-70(a)(2) to receive legal advice related to contractual construction matters on the Spring Fishburne Project**

## **H. Discussion and review of an Ordinance amending Chapter 27 of the Code of the City of Charleston, by amending Flood Hazard Prevention and Control Requirements in Section 27-117 to increase the Freeboard Requirement from one foot to two feet for substantial improvement of all residential structures, effective July 1, 2020. (See also City Council Agenda Item #N-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](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**TEMPORARY RIGHT-OF-ENTRY & CONSTRUCTION EASEMENT  
AGREEMENT FOR DRAINAGE MAINTENANCE & IMPROVEMENTS**

This TEMPORARY RIGHT-OF-ENTRY AND CONSTRUCTION EASEMENT (this "Agreement") is made and granted as of the Effective Date (as herein defined) by the HOUSING AUTHORITY OF THE CITY OF CHARLESTON ("Grantor") and the CITY OF CHARLESTON, a South Carolina municipality ("City" or "Grantee").

**RECITALS**

WHEREAS, Grantor holds fee simple title to that certain real property commonly known as Jupiter Arms Apartments, located on Juniper Street in the City of Charleston, Charleston County, South Carolina, being legally described on Exhibit A, attached hereto and incorporated herein by reference (the "Property");

WHEREAS, City desires to improve and maintain the existing drainage facilities (the "Stormwater System") located in, around, and under the City's permanent stormwater drainage easements, designated as "CITY OF CHARLESTON NEW 20' DRAINAGE EASEMENT 10' EACH SIDE OF PROPERTY LINES," "CITY OF CHARLESTON NEW 20' DRAINAGE EASEMENT," and "CITY OF CHARLESTON NEW DRAINAGE EASEMENT WIDTH VARIES," on that certain plat entitled, "SHERWOOD FOREST, CITY OF CHARLESTON, CHARLESTON COUNTY, S. C., PLAT OF A NEW 20' DRAINAGE EASEMENT BEING GRANTED TO THE CITY OF CHARLESTON ACROSS PORTIONS OF SECTIONS A, B AND C," prepared by Lewis E. Seabrook (SCPLS No. 09860), dated October 6, 2017, revised September 20, 2018, and recorded June 24, 2019, in Plat Book L19 at Page 0271 in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear (the "Permanent Easements");

WHEREAS, City desires a temporary right-of-entry and construction easement over, across, and through the Property, excluding the building footprints and ten feet (10') immediately adjacent to each building footprint, except as needed to perform work connected to the buildings (the "Entry Area"), for the City and the City's agents, employees, contractors, and/or subcontractors (collectively, the "City Agents") to perform drainage improvement work (collectively, the "Drainage Work"), including but not limited to the removal of the existing storm drain and the installation of one (1) alignment of reinforced concrete pipe within the Permanent Easements, as well as the removal of trees and the removal and installation of fencing outside of the Permanent Easements, as shown on the construction plans for the Sherwood Forest Drainage Improvement Project (the "Construction Plans"), a copy of which is on file with the City's Department of Stormwater Management and incorporated herein by reference; and

WHEREAS, subject to the terms and conditions of this Agreement, Grantor desires to grant to City a temporary right-of-entry and construction easement in order to promote better drainage conditions in and around the Property and on nearby properties.

NOW, THEREFORE, for and in consideration of the benefits of the Drainage Work to the Property, as set forth in the above recitals, Grantor hereby grants a temporary right-of-entry and construction easement to the City on the following terms and conditions:

1. Grantor hereby grants to City and the City Agents the temporary right to enter onto the Entry Area for the sole purpose of performing the Drainage Work, including but not limited to the right of ingress to and egress from the Entry Area for the purpose of construction, maintenance, periodic inspection, repair, and replacement, as necessary, of the existing drainage facilities, trees and other vegetation, fence removal and replacement, and proposed improvements outlined in the Construction Plans. Grantor acknowledges that Grantor has had an opportunity to review the Construction Plans prior to executing this Agreement.

2. Notwithstanding any other provision of this Agreement, Grantor reserves the right to reasonable ingress, egress, and access to the Property at all times, and it shall be the responsibility of City's contractor to ensure that Grantor enjoys reasonable ingress, egress, and access to the Property at all times. Any trees or other landscaping features on the Property that may be damaged as a result of the Drainage Work will be the responsibility of the City's contractor, who shall restore the Property to its existing conditions prior to the Termination Date (as herein defined). The City's contractor shall re-seed all grassed areas disturbed and restore any damage to the Property, including the driveway aprons on the Property, resulting from the Drainage Work.

3. The temporary rights granted under this Agreement shall automatically terminate on November 15, 2020 (the "Termination Date"), and such termination shall not require the necessity of any further documentation or action by Grantor or City. After the Termination Date, upon reasonable written request of Grantor, City shall deliver to the Grantor a signed, written notice of termination of this Agreement in recordable form to evidence such termination. Any such notice of termination may be executed by the Mayor or the City's Director of Stormwater Management without further action by City Council.

4. It is expressly understood that this Agreement does not in any way grant or convey any permanent easement, lease, fee, or other interest in the Property to City or the City Agents. Nothing contained in this Agreement constitutes a gift or dedication of any portion of the Property to the general public or third parties. This Agreement shall constitute a temporary right granted exclusively to the City and the City Agents. This Agreement does not supersede, replace, or restrict any other easements, rights, title, or interest previously granted to City, or the City's predecessors-in-interest, by Grantor or Grantor's predecessors in title to the Property. The recitals in this Agreement are true and correct and are incorporated herein by reference. Grantor represents and warrants that Grantor holds unencumbered fee simple title to the Entry Area and has the right to grant the temporary easements, interests, rights, and privileges granted to City under this Agreement.

5. This Agreement shall not be effective as to City unless and until accepted by resolution of City Council. Nothing in this Agreement, including but not limited to any resolution by City Council accepting this Agreement, shall be construed as committing the City to any level of funding to the Drainage Work. Likewise, nothing in this Agreement shall be construed as committing City to a particular time frame for completing the Drainage Work or any portion thereof, it being understood by Grantor that the completion dates set forth in the Construction Plans or related documents and the Termination Date are for planning purposes only and are not binding on the City, except that all temporary easement rights hereunder shall automatically expire on the Termination Date, whether or not the Drainage Work is completed. Notwithstanding any other provision of this Agreement, including but not limited to a resolution by City Council accepting this Agreement, any appropriations for the Drainage Work must be approved by City Council, and City Council shall have sole discretion as to whether or not to appropriate funds toward the Drainage Work and/or reallocate funds away from the Drainage Work or any portion thereof.

6. Upon the Effective Date (as here defined) and until the Termination Date, the temporary rights granted in this Agreement shall run with title to the Property and shall bind Grantor and Grantor's successors and assigns and every person now or hereafter acquiring any right, title or interest in the Property. The acquisition hereafter by any other party of an ownership interest in fee, leasehold, or otherwise to any portion of the Property shall not operate to extinguish, diminish, repair, impair, or otherwise affect the temporary easement rights granted herein, and said temporary easement rights shall remain a separate and distinct interest in the land.

7. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina. The state and federal courts located in Charleston County, South Carolina shall be the exclusive forum for any action arising from or relating to this Agreement, the breach of this Agreement, or the Drainage Work.

8. This Agreement will become effective upon execution by the last party to execute this Agreement, as set forth in the date after such party's signature (the "Effective Date").

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the CITY OF CHARLESTON, its successors and assigns, against Grantor or Grantor's heirs, successors, and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW]**





**EXHIBIT A**

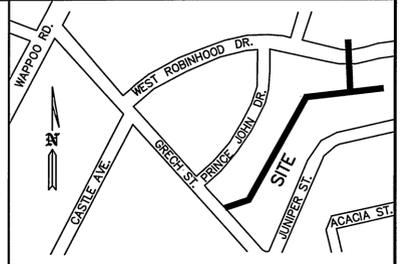
[LEGAL DESCRIPTION]

All those certain pieces, parcels, or lots of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, more particularly shown and designated as "Parcel A, 51,319 Sq Ft, 1.178 Ac., TMS # 350-02-00-052," and "Parcel A1, 38,947 Sq Ft, 0.894 Ac.," on that certain plat entitled, "PLAT SHOWING JUNIPER ARMS APARTMENTS ABOUT TO BE CONVEYED TO: HOUSING AUTHORITY OF THE CITY OF CHARLESTON, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by F. Steven Johnson (SCPLS No. 10038), dated March 11, 2010, and recorded August 3, 2010, in Plat Book L10 at Page 0215 in the RMC Office (now the Register of Deeds Office) for Charleston County, South Carolina, said pieces, parcels, or lots of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear, with Parcel A being contained within letters A-B-C-D-K-L-M-A on the said plat and Parcel A1 being contained within the letters D-E-F-G-H-I-J-K-D on said plat.

This being a portion of the property conveyed to the Housing Authority of the City of Charleston by deed of Varn Family Investment Group, LLC, dated April 1, 2010, and recorded April 1, 2010, in Deed Book 0115 at Page 163 in the RMC Office (now the Register of Deeds Office) for Charleston County, South Carolina.

TMS Nos.     350-02-00-052 (Parcel A)  
              350-02-00-165 (Parcel A1)

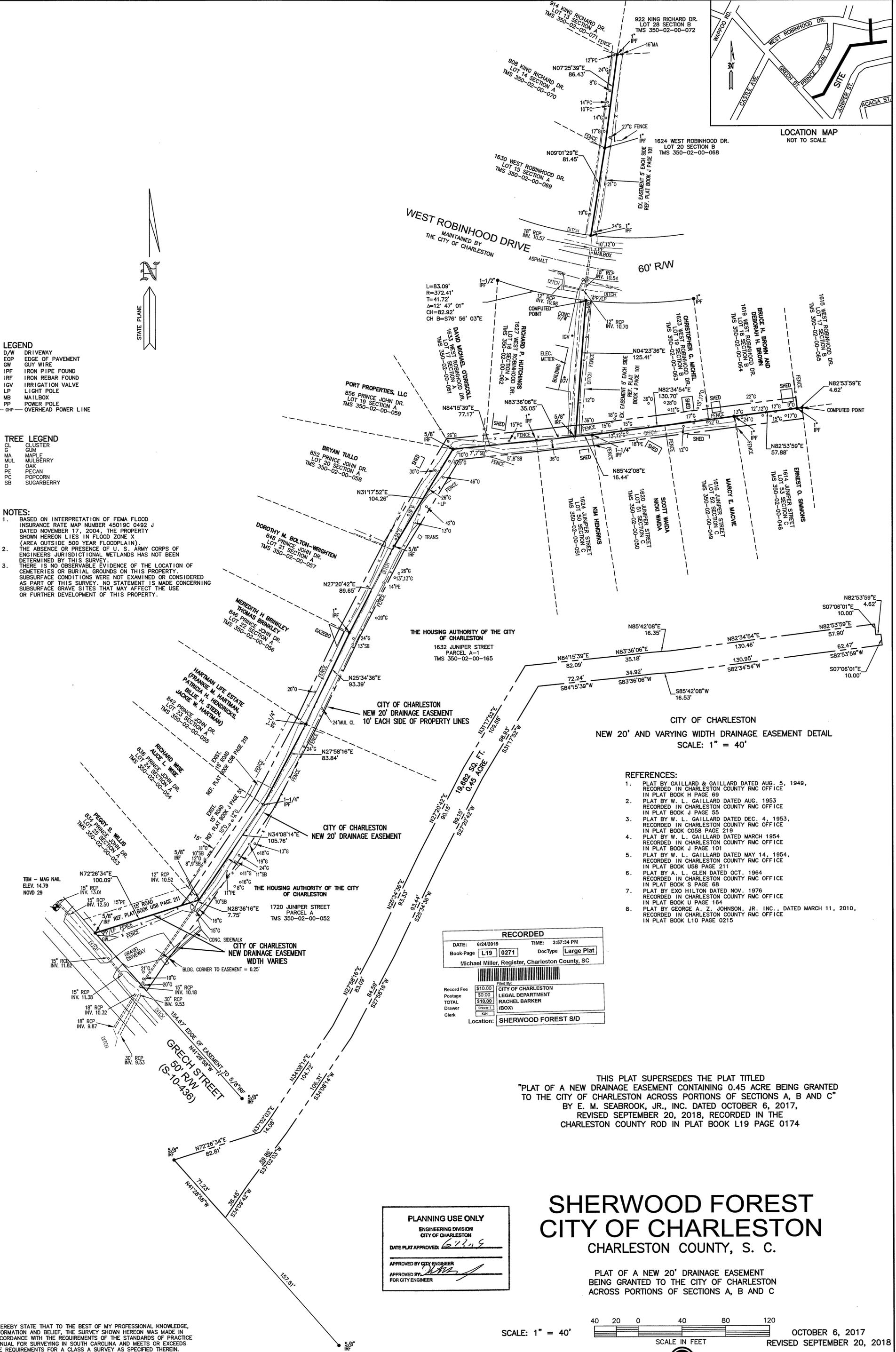
[END OF DOCUMENT]



- LEGEND**
- D/W DRIVEWAY
  - EOP EDGE OF PAVEMENT
  - GW GUY WIRE
  - IPF IRON PIPE FOUND
  - IRF IRON REBAR FOUND
  - IGV IRRIGATION VALVE
  - LP LIGHT POLE
  - MB MAILBOX
  - PP POWER POLE
  - OLP OVERHEAD POWER LINE

- TREE LEGEND**
- CL CLUSTER
  - G GUM
  - MA MAPLE
  - MUL MULBERRY
  - O OAK
  - PE PECAN
  - PC POPCORN
  - SB SUGARBERRY

- NOTES:**
1. BASED ON INTERPRETATION OF FEMA FLOOD INSURANCE RATE MAP NUMBER 45019C 0492 J DATED NOVEMBER 17, 2004, THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE X (AREA OUTSIDE 500 YEAR FLOODPLAIN).
  2. THE ABSENCE OR PRESENCE OF U. S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS HAS NOT BEEN DETERMINED BY THIS SURVEY.
  3. THERE IS NO OBSERVABLE EVIDENCE OF THE LOCATION OF CEMETERIES OR BURIAL GROUNDS ON THIS PROPERTY. SUBSURFACE CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING SUBSURFACE GRAVE SITES THAT MAY AFFECT THE USE OR FURTHER DEVELOPMENT OF THIS PROPERTY.



- REFERENCES:**
1. PLAT BY GAILLARD & GAILLARD DATED AUG. 5, 1949, RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK H PAGE 69
  2. PLAT BY W. L. GAILLARD DATED AUG. 1953, RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK J PAGE 55
  3. PLAT BY W. L. GAILLARD DATED DEC. 4, 1953, RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK C058 PAGE 219
  4. PLAT BY W. L. GAILLARD DATED MARCH 1954, RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK J PAGE 101
  5. PLAT BY W. L. GAILLARD DATED MAY 14, 1954, RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK US8 PAGE 211
  6. PLAT BY A. L. GLEN DATED OCT. 1964, RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S PAGE 68
  7. PLAT BY EXO HILTON DATED NOV. 1976, RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK U PAGE 164
  8. PLAT BY GEORGE A. Z. JOHNSON, JR. INC., DATED MARCH 11, 2010, RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L10 PAGE 0215

**RECORDED**

DATE: 6/24/2019 TIME: 3:57:34 PM

Book-Page: L19 0271 DocType: Large Plat

Michael Miller, Register, Charleston County, SC

Record Fee: \$10.00  
 Postage: \$0.00  
 TOTAL: \$10.00  
 Drawer: (Box) 1  
 Clerk: (Blank)

Location: SHERWOOD FOREST S/D

THIS PLAT SUPERSEDES THE PLAT TITLED "PLAT OF A NEW DRAINAGE EASEMENT CONTAINING 0.45 ACRE BEING GRANTED TO THE CITY OF CHARLESTON ACROSS PORTIONS OF SECTIONS A, B AND C" BY E. M. SEABROOK, JR., INC. DATED OCTOBER 6, 2017, REVISED SEPTEMBER 20, 2018, RECORDED IN THE CHARLESTON COUNTY ROD IN PLAT BOOK L19 PAGE 0174

**PLANNING USE ONLY**

ENGINEERING DIVISION  
CITY OF CHARLESTON

DATE PLAT APPROVED: 6/23/19

APPROVED BY CITY ENGINEER: [Signature]

APPROVED BY: [Signature]  
FOR CITY ENGINEER

**SHERWOOD FOREST**  
**CITY OF CHARLESTON**  
 CHARLESTON COUNTY, S. C.

PLAT OF A NEW 20' DRAINAGE EASEMENT BEING GRANTED TO THE CITY OF CHARLESTON ACROSS PORTIONS OF SECTIONS A, B AND C



OCTOBER 6, 2017  
 REVISED SEPTEMBER 20, 2018

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 SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

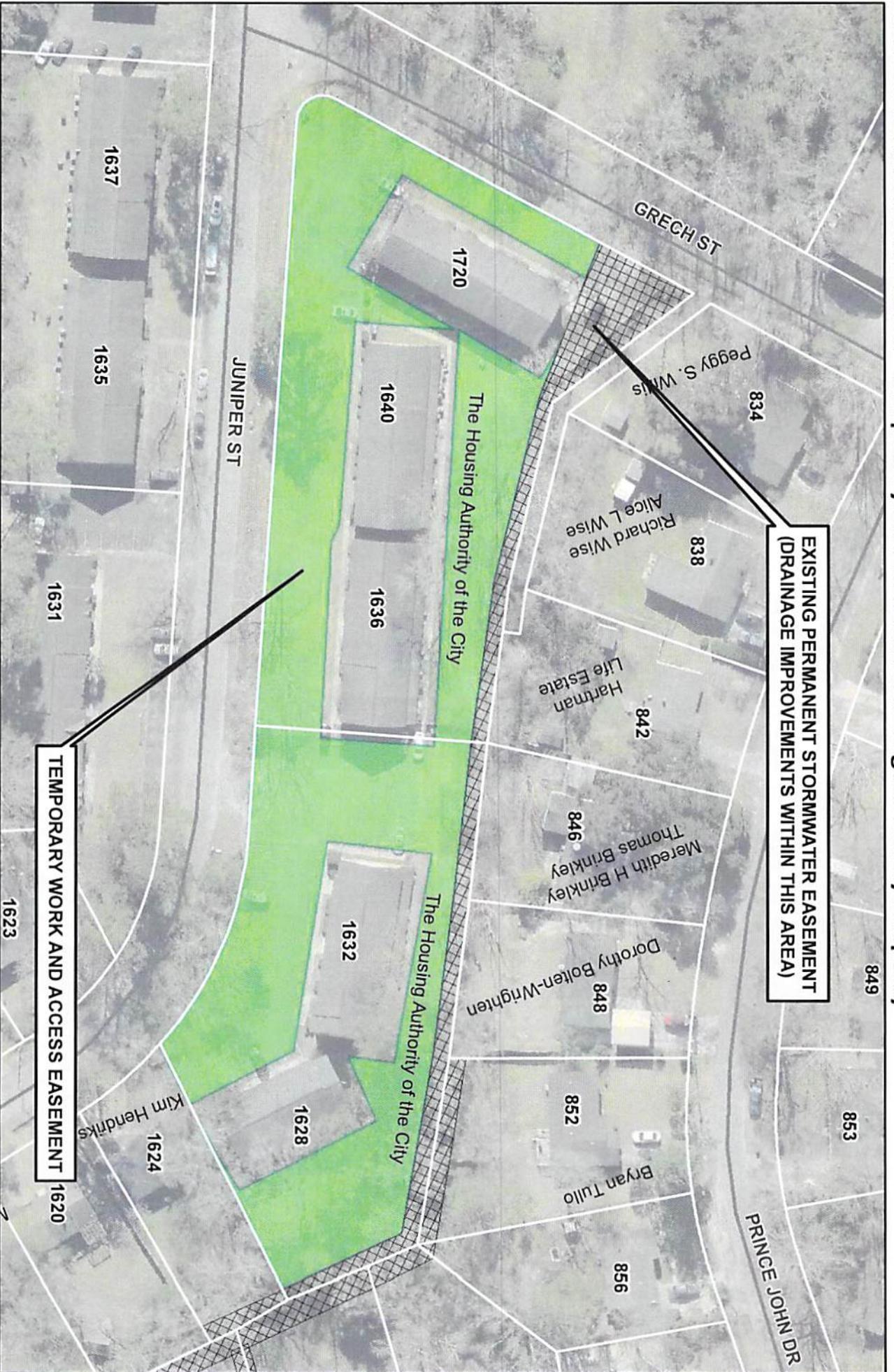
LEWIS E. SEABROOK  
 CIVIL ENGINEER & LAND SURVEYOR  
 S. C. REG. NO. 09560  
 P. O. BOX 96  
 MOUNT PLEASANT, S. C. 29465  
 (843) 884-4496



1037 Chuck Dawley Blvd.  
 Building F, Suite 200  
 Post Office Box 96  
 Mount Pleasant, SC 29465  
 Phone (843) 884-4496  
 www.emseabrook.com

NGVD 29

# EXHIBIT B: Sherwood Forest - Temporary Easement at Housing Authority Property



**EXISTING PERMANENT STORMWATER EASEMENT  
(DRAINAGE IMPROVEMENTS WITHIN THIS AREA)**

**TEMPORARY WORK AND ACCESS EASEMENT 1620**



City of Charleston  
Department of Stormwater Management  
Projects Division  
2 George St, Suite 2100  
Charleston, SC 29401  
www.charleston-sc.gov

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Date: 2/28/2020

**Important/Disclaimer Notice**  
The City of Charleston makes no warranty, representation, or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any information provided herein or derived from the mapping data for any reason. The City of Charleston explicitly disclaims any representations and warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The user knowingly waives any and all claims for damages against any and all of the entities comprising the City of Charleston that may arise from the mapping data.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Oak Bluff Development, 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) "OAK BLUFF AVENUE 30' R/W" and "TANGLES TRAIL 30' R/W"

as shown and designated on a plat entitled "SUBDIVISION PLAT SHOWING OAK BLUFF PHASE 1B (4.742 AC.), A PORTION OF TRACT A, TMS 269-00-00-043, PROPERTY OF OAK BLUFF DEVELOPMENT LLC, LOCATED IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA"

prepared by Andrew C. Gillette, dated August 4, 2017, revised NIA, and recorded on January 11, 2018, in Plat Book Q at Page 946 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 Hofford Farm Hill, LLC dated March 20, 2015 and recorded April 10, 2015 in Book 11314 at Page 44 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.:

269-00-00-043

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 12th day of December 2017.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Witness Number One

Grantor  
[Signature]

Susan Bahr  
Printed Name

James Cone, CFO  
Printed Name

[Signature]  
Witness Number Two

Chelsea Clayton  
Printed Name

\*\*\*\*\*

STATE OF South Carolina )  
 )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by James Cone, the CFO of Oak Bluff Development, LLC, a SC limited liability company, on behalf of the Grantor on the 12 day of December, 2017.

Signature of Notary: [Signature]

Print Name of Notary: Holly Sellers

Notary Public for South Carolina

My Commission Expires: 4/22/24



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 Oak Bluff Development, LLC  
to City of Charleston on December, 2017.
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): #1 Value less than \$100.00 (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: \_\_\_\_\_

- 7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is N/A.
- 8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as 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.

Andru Blonquist  
Responsible Person Connected with the Transaction

Andru Blonquist, Sr. VP Land Development  
Print or Type Name Here

Sworn this 12<sup>th</sup> day of December 2017  
[Signature]  
Notary Public for South Carolina  
My Commission Expires: 4/22, 2024











BP0837084

# PGS:

4

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Bon Secours St. Francis Xavier Hospital, Inc. ("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 Charleston, State of South Carolina, identified as Henry Tecklenburg Drive, as shown and designated on a plat entitled "Plat Showing the New R/W for Henry Tecklenburg Drive as Defined by A-B-E-F-G-H-I-C-D-A, Being the Same Property Shown as New Ingress/Egress Easement on Plat by Forsberg Engineering and Surveying and Recorded in the Charleston County ROD Office in Plat Book L16, Page 0211, Henry Tecklenburg Drive, City of Charleston, Charleston County, South Carolina," prepared by Forsberg Engineering and Surveying, Inc., dated January 10, 2019, and recorded on 11-04, 2019 in Plat Book L19 at Page 0470 in the Register of Deeds Office for Charleston 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 John A. Hamrick, C.T. Hamrick, Jr., David Franklin Haygood, Marjorie H. Borom and Fitzhugh N. Hamrick, dated February 12, 1992, and recorded on February 12, 1992 in Book N210, at Page 742, in the RMC Office (now the Register of Deeds Office) for Charleston County, South Carolina, and a portion of the property conveyed to Grantor herein by deed of Clarence T. Hamrick, Jr., Doris H. Hamrick, Ellen H. Fuller, Nancy H. Ravenel, Clarence T. Hamrick, III, Margaret H. Cochet, Elizabeth H. Coleman, and John Frederick Hamrick, dated February 12, 1992, and recorded on February 12, 1992 in Book N210, at Page 754, in the RMC Office (now the Register of Deeds 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

Portion of TMS Nos.:

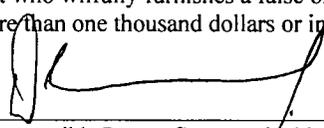
351-01-00-022  
309-00-00-028



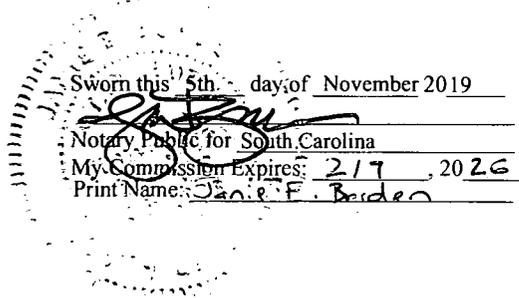
STATE OF SOUTH CAROLINA }  
COUNTY OF CHARLESTON } AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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 Bon Secours St. Francis Xavier Hospital, Inc.  
to the City of Charleston on October 14, 2019.
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): (2) transfer of realty to political subdivision (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: \_\_\_\_\_
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \_\_\_\_\_.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as:  
attorney for the City of Charleston
9. I understand that a person required to furnish this affidavit who wilfully 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.

  
Responsible Person Connected with the Transaction

Daniel S. McQueeney, Jr.  
Print or Type Name Here  
as Assistant Corporation Counsel for the City of Charleston

Sworn this 5th day of November 2019  
  
Notary Public for South Carolina  
My Commission Expires: 2/7, 2026  
Print Name: Daniel F. Beiden

# RECORDER'S PAGE



**NOTE:** This page **MUST** remain with the original document

**Filed By:**

CITY OF CHARLESTON  
 LEGAL DEPARTMENT  
 RACHEL BARKER  
 (BOX)

<b>RECORDED</b>		
Date:	November 5, 2019	
Time:	3:05:53 PM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
0837	084	Q/Claim
Michael Miller, Register Charleston County, SC		

**MAKER:**

BON SECOURS ST ETC

# of Pages:

Note:

**RECIPIENT:**

CITY OF CHARLESTON

Recording Fee	\$ 15.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
<b>TOTAL</b>	<b>\$ 15.00</b>

**Original Book:**

**Original Page:**

DRAWER   
 CLERK

AUDITOR STAMP HERE  
 RECEIVED From ROD  
 Nov 15, 2019  
 Peter J. Tecklenburg  
 Charleston County Auditor

PID VERIFIED BY ASSESSOR  
 REP RJB  
 DATE 11/18/2019  
 TO MAPPING



0837  
Book



084  
Page



11/05/2019  
Recorded Date



4  
# Pgs



Original Book



Original Page



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Doc Type



15:05:53  
Recorded Time

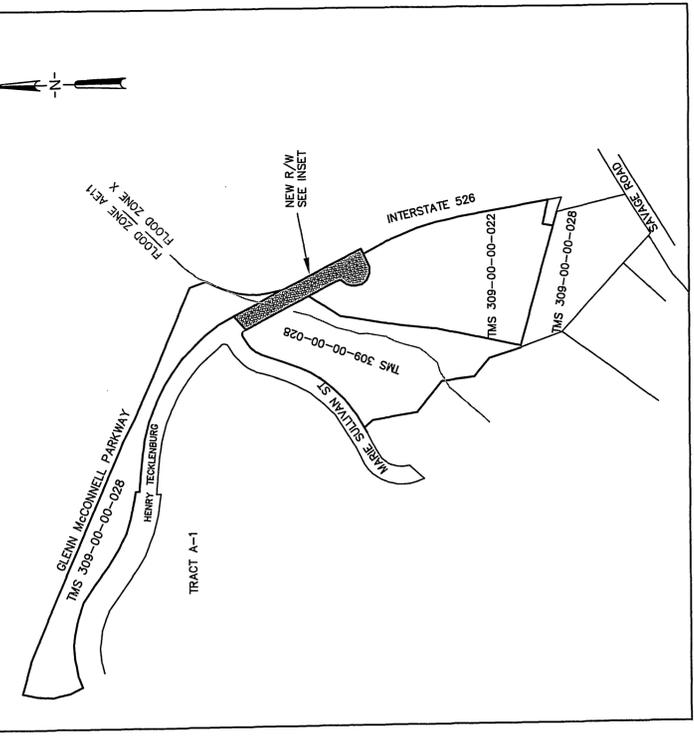
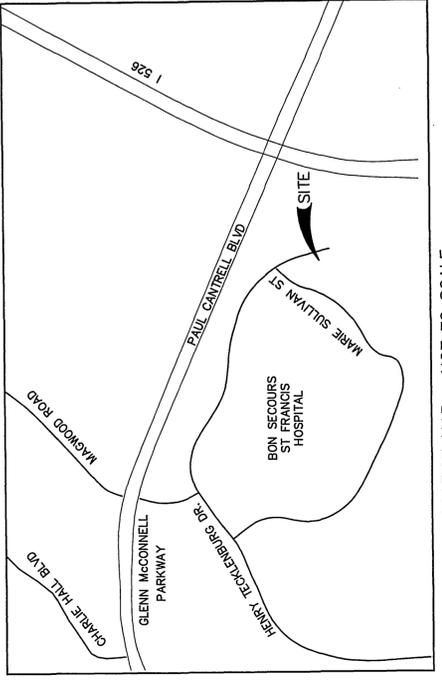
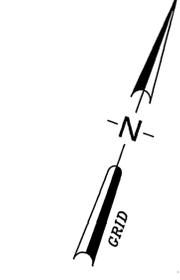
- NOTES AND REFERENCES:
- 1) THE PROPERTY IS OWNED BY BON SECOURS ST. FRANCIS XAVIER HOSPITAL. THE SURVEY IS DONE AT THE REQUEST OF THE CITY OF CHARLESTON.
  - 2) ACCORDING TO FLOOD INSURANCE RATE MAP 4501800491, DATED 11/17/04 THIS PROPERTY APPEARS TO LIE IN A FLOOD ZONE AE(1) AND A FLOOD ZONE X.
  - 3) THE TOTAL AREA SURVEYED FOR THIS PLAT IS 1,066 ACRES.
  - 4) TMS 309-00-00-028 - 11,460 ACRES  
AREA FOR NEW R/W (AS DEFINED BY A-B-C-D-A) 0.430 ACRES  
NEW RESIDUAL ACRES - 11,030 ACRES
  - 5) TMS 309-00-00-022 - 8,087 ACRES  
RESIDUAL ACRES - 7,451 ACRES  
AREA FOR NEW R/W (AS DEFINED BY B-E-F-G-H-I-C-B) 0.636 ACRES  
NEW RESIDUAL ACRES - 7,451 ACRES
  - 6) REFERENCE A PLAT BY LEWIS SMITH MOORE DATED MARCH 4, 2016 AND RECORDED IN THE CHARLESTON COUNTY RCD OFFICE IN PLAT BOOK L16 PAGE 0211.
  - 7) THIS PLAT DOES NOT REPRESENT A TITLE SEARCH. THERE MAY BE EASEMENTS THAT EXIST THAT ARE NOT SHOWN ON THIS SURVEY.

LEGEND

- RS - 5/8" REBAR SET
- CMF - 5" CONCRETE MONUMENT FOUND
- CI - CURB INLET
- PKS - PK NAIL SET
- ★ - FIRE HYDRANT
- ☆ - LIGHT POLE

LINE	LENGTH	BEARING
L1	25.03	S61°56'26" W
L2	41.00	S61°56'26" W
L3	23.24	S28°08'15" E

CURVE	LENGTH	RADIUS	TANGENT	CHORD DIR	CHORD
C1	25.59	20.00	14.88	N08°48'32" E	23.88
C2	190.07	67.00	436.09	N55°46'23" W	132.45



RECORDED

DATE: 11/16/19 TIME: 3:41:24 PM

Book-Page: L19 | 0470 Doc-Type: Large Plat

Michael Miller, Register, Charleston County, SC

Record Fee: \$25.00

Postage: \$0.00

TOTAL: \$25.00

Drawn: 0

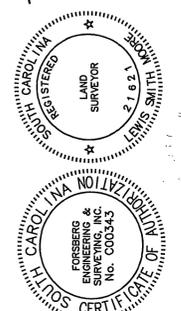
Checked: 0

Location: HENRY TECKLENBURG DR

TRACT A-2  
BON SECOURS ST. FRANCIS  
XAVIER HOSPITAL  
TMS# 309-00-00-028

BON SECOURS ST. FRANCIS  
XAVIER HOSPITAL  
TMS# 309-00-00-004

TRACT A-2  
BON SECOURS ST. FRANCIS  
XAVIER HOSPITAL  
TMS# 309-00-00-028



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

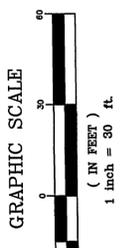
LEWIS SMITH MOORE, P.L.L.C. No. 21621

PLANNING USE ONLY

ENGINEERING DIVISION  
CITY OF CHARLESTON

DATE PLAT APPROVED: 12/3/19

APPROVED BY: [Signature]  
FOR CITY ENGINEER



**FORSBERG ENGINEERING AND SURVEYING, INC.**

1587 SAVANNAH HIGHWAY SUITE B  
CHARLESTON, SOUTH CAROLINA 29417  
(843) 571-2822 FAX (843) 571-5780  
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

PLAT SHOWING THE NEW R/W FOR HENRY TECKLENBURG DRIVE AS DEFINED BY A-B-E-F-G-H-I-C-D-A BEING THE SAME PROPERTY SHOWN AS NEW INGRESS/EGRESS EASEMENT ON PLAT BY FORSBERG ENGINEERING AND SURVEYING AND RECORDED IN THE CHARLESTON COUNTY RCD OFFICE IN PLAT BOOK L16 PAGE 0211

HENRY TECKLENBURG DRIVE CITY OF CHARLESTON  
CHARLESTON COUNTY SOUTH CAROLINA

SCALE 1" = 30' JANUARY 10, 2019

MARIE SULLIVAN STREET  
CITY MAINTAINED R/W VARIES

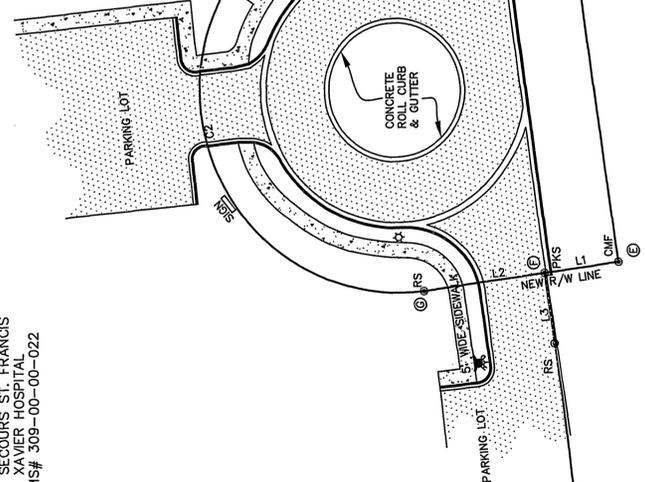
HENRY TECKLENBURG DRIVE  
CITY MAINTAINED R/W VARIES

1-526 R/W

TO NORTH CHARLESTON

TO SAVANNAH HWY.

BON SECOURS ST. FRANCIS  
XAVIER HOSPITAL  
TMS# 309-00-00-022





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

## AN ORDINANCE

AMENDING CHAPTER 27 OF THE CODE OF THE CITY OF CHARLESTON, BY AMENDING FLOOD HAZARD PREVENTION AND CONTROL REQUIREMENTS IN SECTION 27-117 TO INCREASE THE FREEBOARD REQUIREMENT FROM ONE FOOT TO TWO FEET FOR SUBSTANTIAL IMPROVEMENT OF ALL RESIDENTIAL STRUCTURES, EFFECTIVE JULY 1, 2020.

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

Section 1. Sec. 27-117.(1) of the Code of the City of Charleston, is hereby amended as shown by the language that is added in bold, underlined text as follows:

“(1) *Residential construction.* New construction **or substantial improvement of any residential structure on or after April 9, 1971**, shall have the lowest floor, including basement, or the applicable structural member, elevated at least two (2) feet above the level of base flood elevation prescribed for that zone.

Section 2. Sec. 27-117(2) of the Code of the City of Charleston, shall read as follows:

“(1) *Non-residential construction.* New construction or substantial improvement of any commercial, industrial or other non-residential structure on or after April 9, 1971 shall either have the lowest floor, including basement, or the applicable structural member elevated at least two (2) feet above the level of the base flood elevation prescribed for that zone or, together with attendant utility and sanitary facilities be flood-proofed in accordance with the FEMA publication "Floodproofing Non-Residential Structures" (2013), so that all areas below the required elevation are watertight and with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subparagraph (2) are satisfied. Such certification shall be provided to the city as set forth in section 27-114(3) of this division.”

Section 3. Sec. 27-117.(4)c.i. of the Code of the City of Charleston, is hereby amended as shown by the language that is stricken and in bold, underlined text as follows:

“i. Stands or lots be elevated on compacted fill or on pilings so that the lowest floor ~~of new construction~~ of the manufactured home will be at least two (2) feet above the base flood level;”

Section 4. Sec. 27-117.(4)d.i. of the Code of the City of Charleston, is hereby amended as shown by the language that is stricken and in bold, underlined text as follows:

“i. The lowest floor ~~of new construction~~ of the manufactured home is elevated to at least two (2) feet above the level of the base flood elevation; or”

Section 5. Sec. 27-117.(6)b.i. of the Code of the City of Charleston, is hereby amended as shown by the language that is stricken and in bold, underlined text as follows:

“i. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) ~~of new construction~~ is elevated to or above two (2) feet above the base flood level, and”

Section 6. For purposes of this ordinance, *new construction* means residential and non-residential structures for which all building permits necessary to start construction have been issued after July 1, 2020-

Section 7. All of the requirements set forth herein shall take effect and become operative and enforceable on July 1, 2020.

Section 8. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord, 2020 and in the \_\_\_\_ Year of the Independence of the United States of America

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Turner Maybank,  
Clerk of Council