



*City of Charleston*  
*South Carolina*

**WILLIAM S.  
COGSWELL, JR.**  
Mayor

**TIM KEANE**  
Section Chief - Planning  
Permitting, Engineering

**ROBERT SOMERVILLE**  
Section Chief - Public  
Works

Chair: Keith Waring  
Vice Chair: William Dudley Gregorie  
Members: Boyd Gregg, Michael Seekings, Caroline Parker

**PUBLIC WORKS AND UTILITIES COMMITTEE  
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on March 24, 2025 to begin at 5:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

**A. Invocation**

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

1. February 24, 2025

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

1. Request for public hearing on the proposed abandonment of a 40' (.125 ac) portion of Sheppard Street

**D. Old Business**

None

#### **E. Acceptance and Dedication of Rights-of-Way and Easements**

1. Acceptance and dedication of an Exclusive Stormwater Drainage Easement Agreement on property owned by MAYBANK 3030, LLC as part of the Maybank Townhomes development at 3030 Maybank Highway. Said drainage easement is for the open channel/wetlands system conveying public drainage within the Barberry Woods Watershed between Trophy Lake and Sailfish Drive.
  - a. Exclusive Stormwater Drainage Easement Agreement
  - b. Plat
2. Authorization to notify SCDOT that the City intends to accept maintenance of approximately 4042 SF of concrete sidewalk and 50 LF of concrete ramp and retaining wall on North Romney Street (S-1867) in conjunction with the Foundry Point Sidewalk Improvement project.
3. Authorization to notify SCDOT that the City intends to accept maintenance of approximately 28 LF of granite curb on Coming St. (S-553) and 47 LF of granite curb on George Street (S-863) in conjunction with the Stern Center Renovation project.
4. Acceptance and dedication of Exclusive Stormwater Drainage Easement Agreements in Ferguson Village on property owned by John Grant, Ida Hamilton, Julia Henderson, Samuel Washington, Sandra Campbell, and Laverne Richardson in Ferguson Village, TMS #'s 337-00-00-110, 337-00-00-044, 337-00-00-096, 337-00-00-337, 337-00-00-112, and 337-00-00-034.
  - a. Exclusive Stormwater Drainage Easement Agreements

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

1. **125 Nobels Point St.**– Installing irrigation encroaching into City right of way. This encroachment is temporary
2. **140 Ithecaw St.** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
3. **151 River Green Pl.** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
4. **417 Wayfaring Pt.** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
5. **3128 S. Shore Dr.** - Installing irrigation encroaching into City right way. This encroachment is temporary.

6. **19 Broad St. (Bagels by Kiss)** – Installing sign encroaching into City right of way. This encroachment is temporary.
7. **285 Meeting St. (Regions)** – Installing awning encroaching into City right of way. This encroachment is temporary.
8. **481 King St. (Kilwins)** – Installing blade sign encroaching into City right of way. This encroachment is temporary.

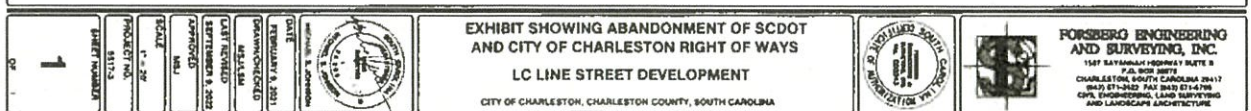
#### **G. Public Service Department Update**

1. Director Updates

#### **H. Stormwater Management Department Update**

1. Brittlebank Emergency Repair - Approval for an emergency repair at Brittlebank Park and Lockwood Drive with B&C Land Development in the amount of \$340,169.00. The repair would include cured in place piping for 1,046 linear feet for pipe diameters 24" and 36". Funding for this will come from the 2025 Small Projects allocation in the Stormwater Operating Budget.

#### **I. Miscellaneous Business**





STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF CHARLESTON        )       **EXCLUSIVE STORMWATER  
   )       DRAINAGE EASEMENTS AGREEMENT  
   )       (CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between MAYBANK 3030, LLC, a South Carolina limited liability company ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

### RECITALS

WHEREAS, subject to the City's ordinances, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through a portion of Grantor's property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit B, attached hereto and incorporated herein by reference;

WHEREAS, to accomplish the objectives of the City, the City must obtain certain easements from Grantor permitting the City to install, expand, and/or maintain the Stormwater System over, under, across, and through the Easement Areas; and

WHEREAS, Grantor desires to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived to the Grantor's property from the Stormwater System, the receipt and sufficiency of which the parties acknowledge, the parties hereby covenant and agree as follows:

1. Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.
2. Drainage Easements. Subject to the terms and conditions of this Agreement, the City's ordinances, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the "Drainage Easements") on, over, under, in, along, across, and upon the Easement Areas.
3. Access. The City shall at all times have the right of access, ingress, and egress to the land affected by the Easement Areas for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.
4. Governmental Nature. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.

5. Destruction. The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.
6. Encroachment Agreement. Any existing encroachments within the Easement Areas, as shown on the Plat referenced in Exhibit B, shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.
7. Title. Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments
8. No Third Party Rights. This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. Entire Understanding. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents.
10. Amendment. This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. Miscellaneous. Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
11. Effective Date. Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:

GRANTOR: MAYBANK 3030, LLC, a  
South Carolina limited liability company

Bryan J. Kitz  
Print Name: Bryan J. Kitz  
Witness # 1

By: [Signature]  
Print Name: Charles A. Berry  
Its: Manager  
Date: 3-11-25

David M. Swanson  
Print Name: David M. Swanson  
Witness #2

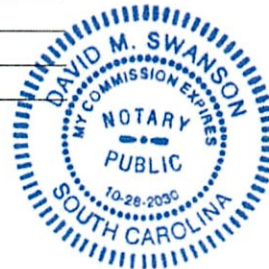
STATE OF SC. )  
 )  
COUNTY OF Charleston )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Charles A. Berry, the Manager, of 3030 Maybank LLC, on this 11<sup>th</sup> day of March, 2025.

Signature: [Signature]  
Print Name of Notary: David M. Swanson  
Notary Public for SC  
My Commission Expires: 10/28/30

SEAL OF NOTARY



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IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal on the day and year set forth below its signature.

WITNESSES:

CITY OF CHARLESTON

Print Name: \_\_\_\_\_  
Witness #1 \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Witness #2

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF CHARLESTON     )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_  
 Print Name of Notary: \_\_\_\_\_  
 Notary Public for South Carolina  
 My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

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**EXHIBIT A**

All that piece, parcel or tract of land, together with improvements thereon, being designated as "Lot B 272,877 Sq. Ft. 6.2644 Acres" as shown on that certain plat entitled "A BOUNDARY SURVEY OF THE WESTERN PORTION OF LOT 9 OF THE FENWICK PINELAND TRACT, CONSISTING OF LOT A AND RESIDUAL – NEW LOT B – LOCATED ON JOHNS ISLAND, CHARLESTON COUNTY, S.C." by Robert Frank Surveying dated June 18, 2010 and recorded June 25, 2010 in Plat Book L10, Page 0175, Charleston County ROD Office.

TMS No. 313-00-00-004

This being the same property conveyed to MAYBANK 3030, LLC, a South Carolina limited liability company, by deed of Robert W. Cauble, Jr. and Melissa L. Cauble dated April 15, 2024 and recorded in the Charleston County Register of Deeds Office in Book 1239 at Page 621 on April 16, 2024; and the same property conveyed to MAYBANK 3030, LLC, a South Carolina limited liability company, by deed of Robert W. Cauble, Jr. and Melissa L. Cauble dated April 15, 2024 and recorded in the Charleston County Register of Deeds Office in Book 1239 at Page 622 on April 16, 2024.

**ALSO:**

ALL that lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being on Johns Island, South Carolina, and being a portion of Lot No. 10 of the H.B. Whilden Tract as set forth on a Plat of John McCrady dated September, 1936 and recorded in the RMC Office for Charleston County, South Carolina in Plat Book Eat page 213, measuring and containing and butting and bounding to the South on property now of formerly of Frank Ellis Huston and the right of way hereinafter mentioned, One Hundred Twenty-Foot (100') to the East on Lot 9, Four Hundred Eight One ( 481 ') feet; on the North a portion of said Lot No. 10, now or formerly the property of C. Missell, One Hundred Twenty (120') feet, to the West on a portion of Lot No. 10 now or formerly the property of C. Missell, Four Hundred Eighty One ( 481 ') feet; be all the said dimensions more or less.

**TOGETHER WITH:**

Right of Way fifteen (15') feet wide from the Rockville Road (n/k/a Maybank Highway) to the Lot herein above, said fifteen (15') feet right of way having its eastern boundary along property now or formerly of Frank Ellis Hutson. Said eastern boundary commencing at a point on said Rockville Road fifty (50') feet west of the southeast corner of said Lot No. 10 and runs in the northerly direction to the Lot herein granted, said fifteen (15 ') feet right of way having its western boundary line along property now or formerly of Frank Ellis Hutson and commencing at a point of the Rockville Road fifty-five (55') feet east of the

southwest corner of the property now or formerly of Frank Ellis Hutson where it butts on property now or formerly of C. Missell.

TMS No. 313-00-00-006

This being the same property conveyed to MAYBANK 3030, LLC, a South Carolina limited liability company, by deed of Robert W. Cauble, Jr. and Melissa L. Cauble dated April 15, 2024 and recorded in the Charleston County Register of Deeds Office in Book 1239 at Page 623 on April 16, 2024.

**ALSO:**

All those pieces, parcels or tracts of land, together with improvements thereon, being designated as "Lot A 57,924 Sq. Ft., 1.3298 Acres" as shown on that certain plat entitled "A BOUNDARY SURVEY OF THE WESTERN PORTION OF LOT 9 OF THE FENWICK PINELAND TRACT, CONSISTING OF LOT A AND RESIDUAL - NEW LOT B - LOCATED ON JOHNS ISLAND, CHARLESTON COUNTY, S.C." by Robert Frank Surveying dated June 18, 2010 and recorded June 25, 2010 in Plat Book LIO, page 0175, Charleston County ROD Office.

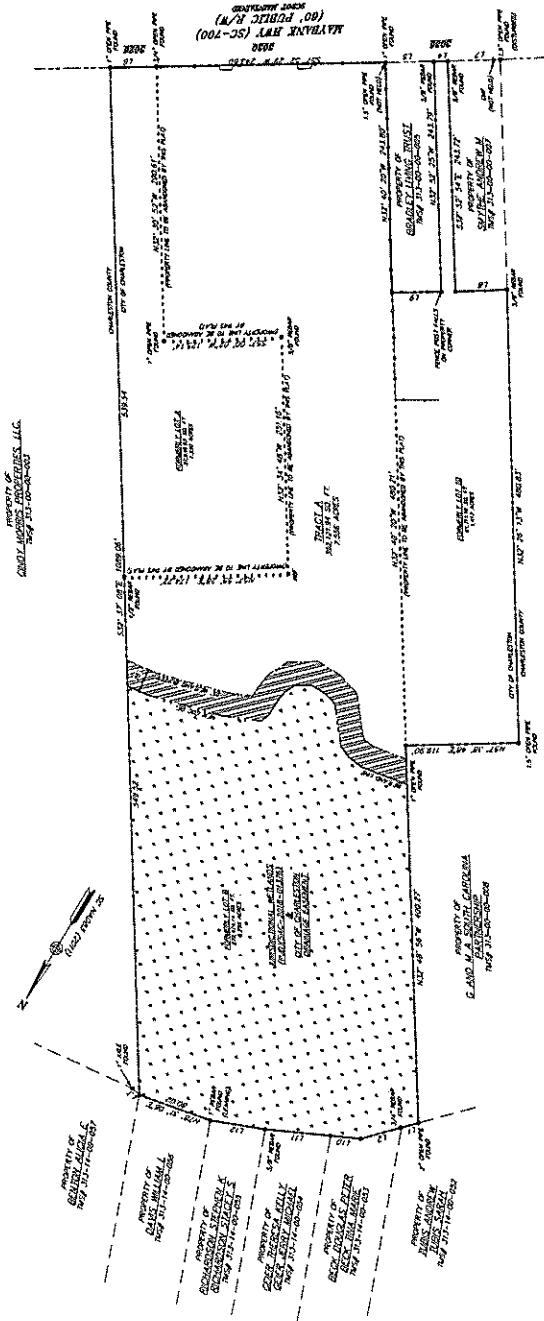
TMS Nos. 313-00-00-234

This being a portion of the same property conveyed to MAYBANK 3030, LLC, a South Carolina limited liability company, by deed of Robert W. Cauble, Jr. dated April 15, 2024 and recorded in the Charleston County Register of Deeds Office in Book 1239 at Page 624 on April 16, 2024.

**EXHIBIT B****[DESCRIPTION OF EASEMENT AREAS]**

All that certain drainage easement area of various widths being shown and labeled "Jurisdictional Wetlands (PJD)(SAC-2018-01376) & City of Charleston Drainage Easement" or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "PROPERTY LINE ABANDONMENT PLAT SHOWING LOT 9B TMS# 313-00-00-004 (6.255 AC), LOT 9A TMS# 313-00-00-234 (1.330 AC), AND LOT 10 TMS# 313-00-00-006 (1.417 AC), TO CREATE TRACT A (9.002 ACRES) LOCATED ON JOHNS ISLAND, IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Andrew C. Gillette, Jr. (SCPLS No. 27736), dated September 1, 2024, last revised on the date shown thereon, and recorded on \_\_\_\_\_, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

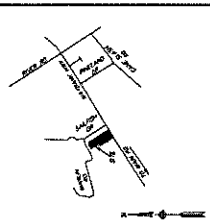
LINE TABLE		
LINE	CONNECTION	LENGTH
11	041.5' 40" 28.2'	18.11
12	041.5' 38" 30.1'	04.01
13	57.8' 33" 30.1'	04.62
14	043.5' 17" 00.3'	14.83
15	043.5' 35" 33.1'	35.02
16	037.4' 00" 40.7'	04.29
17	55.5' 38" 54.7'	55.89
18	30.9' 38" 50.1'	55.00
19	043.7' 34" 11.2'	51.98
20	048.4' 38" 14.3'	44.34
21	048.4' 39" 00.3'	70.03
22	048.4' 39" 30.1'	38.03



DISNEY PROP. STARTING

OF THE RECORDS OF THIS DEPT AND UNDER THE  
ANNUAL AND ACCEPTANCE BY THE CITY COUNCIL OF  
CHARLESTON I HEREBY DEDICATE THE NEW BRIDGES  
EASEMENT TO THE CITY OF CHARLESTON FOR  
THE USE OF THE PUBLIC HIGHWAY.

**QUESTIONS FOR DISCUSSION**



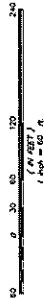
**STY**

**Abstract**

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LEGEND

- PROPERTY LINE BY CORNER FOUND AS DESCRIBED  
PROPERTY LINE BY CORNER SET SIZE 40' AU  
PROPERTY LINE TO BE ADJACENT  
ADJACENT PROPERTY LINE  
6" WOOD PNEUMATIC FENCE  
CHAIN LINK FENCE  
TOWN LIMITS  
WETLAND AREA MATCH  
WETLAND BUFFER AREA MATCH  
DE - SPRAWLING EASEMENT  
CITY - CITY OF CHARLESTON  
HWP - HUNTER PARK  
CWP - CONCRETE MOUNTAIN FOUND



## PROPERTY LINE ABANDONMENT PLAT

SHOWING LOT 9B TMS# 313-00-00-004 (6.255 AC), LOT 9A TMS# 313-00-00-294 (1.330 AC), AND LOT 10 TMS# 313-00-00-006 (1.417 AC), TO CREATE TRACT A (9.002 ACRES) LOCATED ON JOHN'S ISLAND, IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

DATE: SEPTEMBER 1, 2024  
REVISED: DECEMBER 30, 2024

SCALE 1 = 60'

I WISH TO STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY INFORMATION REPORTED HEREIN 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 DESCRIBED THEREIN; ALSO THERE ARE NO USABLE COMPASS CHARACTERISTICS OR OTHER TRAIL MARKS.

FOR REVIEW

ANDREW C. COLLETTE, JR.

P.L.S. 27756



WILLIAM S. COGSWELL,  
JR  
Mayor

*City of Charleston*  
*South Carolina*  
*Planning, Permitting, and Engineering*

TIM KEANE  
Section Chief

April 9th, 2025

Mr. Tim Henderson  
Administrator  
SCDOT District 6  
6355 Fain Street  
North Charleston, SC 29405

Subject: Maintenance of concrete sidewalk and concrete ramp with retaining wall on North Romney Street (S-1867) in conjunction with the Foundry Point Sidewalk Improvement project.

Dear Mr. Henderson:

This letter concerns the proposed maintenance of approximately 4,042 SF of concrete sidewalk and 50 LF of concrete ramp with retaining wall on North Romney Street (S-1867) in conjunction with The Foundry Point Sidewalk Improvement project.

The City Council of Charleston at its meeting held April 8th, 2025, agreed to accept maintenance responsibility for these items. The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current ADA and SCDOT standards. (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions please contact me at [keanet@charleston-sc.gov](mailto:keanet@charleston-sc.gov).

Sincerely,

Tim Keane  
Section Chief  
Planning, Permitting, and Engineering

CC: Chris Donato, PE, SITECAST  
Brian Pokrant, GIS Analyst



January 24, 2025

Mr. Tim Keane  
Section Chief for Planning, Permitting and Engineering  
2 George Street  
Charleston, SC 29401

**THE FOUNDRY POINT SIDEWALK IMPROVEMENTS  
CITY PROJECT ID: TRC-SUB2020-000162**

South Carolina Department of Transportation has requested the City of Charleston provide a letter agreeing to the perpetual maintenance for all of the proposed non-standard materials within the SCDOT right-of-way that are associated with this project.

A list of the non-standard materials and their quantities located in North Romney Street right-of-way is shown below and on the attached exhibit.

North Romney Street

- Concrete Sidewalk = 4,042 SF
- Concrete Ramp with Retaining Wall = 50 LF

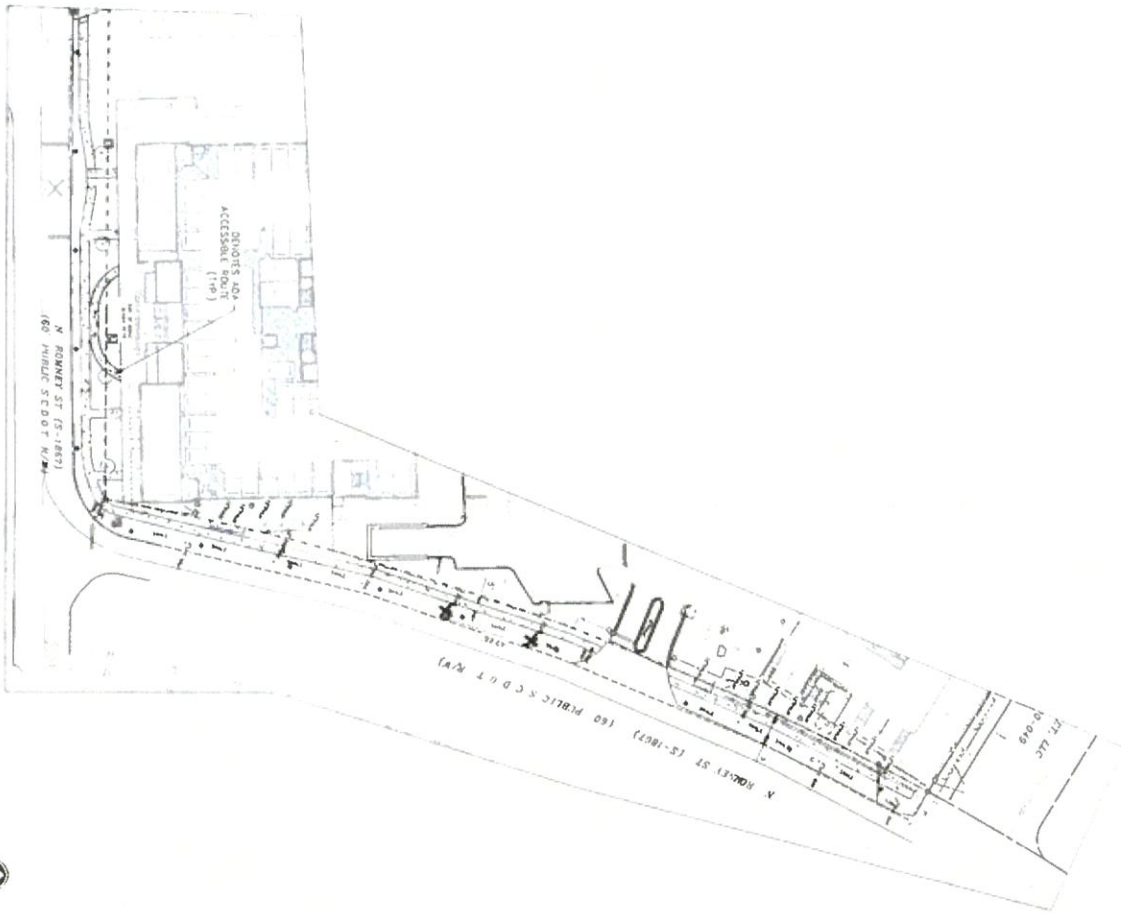
Sincerely,

**SITECAST, LLC**

Christopher D. Donato, Jr. PE  
Principal



NOTE:  
EXISTING DRAINAGE PATTERNS SHALL BE MAINTAINED WITH THE INSTALLATION OF PROPOSED SIDEWALK.



SHEET

EXHIBIT

**SITECAST**  
1250 Fannin Avenue  
Atlanta, GA 30309  
Tel: (404) 224-4384  
www.sitecast.com

DESIGNED BY: JACOB  
PROJECT: 21860  
DATE: 4/22/21



FOUNDRY POINT PH I  
SIDEWALK IMPROVEMENTS  
SUBMITTAL DATE: JUNE 30, 2021  
CITY PROJECT ID: TRCSUB2020000162  
BY: HSP NODSO OWNER, LLC  
SCHEMATIC 5 SHEET  
CITY OF CHARLESTON, SOUTH CAROLINA



NO.	DATE	REVISION NOTES
1	7/7/21	ADDED CADDIS, SECTIONS
2	8/11/21	ADDED CONDUIT AND DRAINAGE PLAN
3		
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WILLIAM S. COGSWELL,  
JR  
Mayor

*City of Charleston*  
*South Carolina*  
*Planning, Permitting, and Engineering*

TIM KEANE  
Section Chief

April 9th, 2025

Mr. Tim Henderson  
Administrator  
SCDOT District 6  
6355 Fain Street  
North Charleston, SC 29405

Subject: Maintenance of granite curb on Coming Street (S-553) and George Street (S-863) in conjunction with the Stern Center Renovation project.

Dear Mr. Henderson:

This letter concerns the proposed maintenance of approximately 28 LF of granite curb on Coming Street (S-553) and 47 LF of granite curb on George Street (S-863) in conjunction with the Stern Center Renovation project.

The City Council of Charleston at its meeting held April 8th, 2025, agreed to accept maintenance responsibility for these items. The work will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current ADA and SCDOT standards. (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions please contact me at [keanet@charleston-sc.gov](mailto:keanet@charleston-sc.gov).

Sincerely,

Tim Keane  
Section Chief  
Planning, Permitting, and Engineering

CC: Gary Jensen, Project Manager, ADC Engineering  
Brian Pokrant, GIS Analyst

March 11, 2025

Tim Keane  
City of Charleston, Planning, Permitting and Engineering  
2 George Street, Suite 2100  
Charleston, SC 29401

**subject: Maintenance of Non-Standard Materials within Portions of Coming Street (S-553) and George Street (S-863)**  
**Proposed SCDOT Right-of-Way Improvements**  
Stern Center Renovation – College of Charleston  
City Project ID: TRC-SP2024-000733  
ADC Project No. 22230

Dear Mr. Keane:

As part of the SCDOT Encroachment Permit review for the subject project, SCDOT is requesting a signed maintenance agreement letter from the City of Charleston for the below list of proposed items to be installed with the SCDOT right-of-way along Coming and George Streets.

- 28 LF of Granite Curb in Coming Street
- 47 LF of Granite Curb in George Street

We request a Maintenance Letter for non-standard materials to be installed in the SCDOT right-of-way. Below is suggested text for the letter.

*This letter concerns the proposed replacement of granite curbing in conjunction with the project within the SCDOT right-of-way on Coming Street (S-553) and George Street (S-863).*

*The City Council of Charleston, at its meeting held [date] agreed to accept maintenance responsibility for the granite curbing within the State maintained right-of-way as shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain this curbing in compliance with current ADA and SCDOT standards (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).*

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,  
**ADC Engineering, Inc.**



**Gary Jensen**  
Project Manager

**enclosures:**

- EXHIBIT: City Maintenance Exhibit – Sheet C200, dated 2/17/2025







# COMMITTEE / COUNCIL AGENDA

E4.)

TO: William S. Cogswell Jr., Mayor  
FROM: Matthew Fountain DEPT. Stormwater Management  
SUBJECT: ACCEPTANCE OF DRAINAGE EASEMENTS  
REQUEST: Accept drainage easements on properties within Ferguson Village including TMS  
337-00-00-110, 337-00-00-044, 337-00-00-096, 337-00-00-037, 337-00-00-112, 337-00-00-034  
COMMITTEE OF COUNCIL: PW&U DATE: March 24, 2025

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<u>Director of Stormwater</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☒

If yes, provide the following: Dept./Div.: \_\_\_\_\_ Account #: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**Does this document need to be recorded at the RMC's Office?** Yes ☒ No ☐

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

CFO's Signature: \_\_\_\_\_

**FISCAL IMPACT:**

Mayor's Signature: \_\_\_\_\_  
William S. Cogswell, Jr., Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



STATE OF SOUTH CAROLINA    )  
  ) **EXCLUSIVE STORMWATER**  
COUNTY OF CHARLESTON        ) **DRAINAGE EASEMENTS AGREEMENT**  
  ) **(CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between NATHANIEL GRANT, JOHN HENRY GRANT, FRANKLIN GRANT, ROBERT GRANT, SAMUEL GRANT, JR., RUDOLPH GRANT, TIMOTHY GRANT, SR., ALFRED GRANT, SR., JAMES GRANT, HERMINIA GRANT AND CORINE GRANT ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

**RECITALS**

WHEREAS, subject to the City's ordinances, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through a portion of Grantor's property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit B, attached hereto and incorporated herein by reference;

WHEREAS, to accomplish the objectives of the City, the City must obtain certain easements from Grantor permitting the City to install, expand, and/or maintain the Stormwater System over, under, across, and through the Easement Areas; and

WHEREAS, Grantor desires to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived to the Grantor's property from the Stormwater System, the receipt and sufficiency of which the parties acknowledge, the parties hereby covenant and agree as follows:

1. Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.
2. Drainage Easements. Subject to the terms and conditions of this Agreement, the City's ordinances, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the "Drainage Easements") on, over, under, in, along, across, and upon the Easement Areas.
3. Access. The City shall at all times have the right of access, ingress, and egress to the land affected by the Easement Areas for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.



4. Governmental Nature. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.
5. Destruction. The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.
6. Encroachment Agreement. Any existing encroachments within the Easement Areas, as shown on the Plat referenced in Exhibit B, shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.
7. Title. Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments
8. No Third Party Rights. This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights

enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. Entire Understanding. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents.
10. Amendment. This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. Miscellaneous. Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
11. Effective Date. Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's successors and assigns, and against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:

GRANTORS: NATHANIEL GRANT,  
JOHN HENRY GRANT, FRANKLIN  
GRANT, ROBERT GRANT, SAMUEL  
GRANT, JR., RUDOLPH GRANT,  
TIMOTHY GRANT, SR., ALFRED  
GRANT, SR., JAMES GRANT,  
HERMINIA GRANT AND CORINE  
GRANT

Rebecca Hopkins  
Print Name: REBECCA HOPKINS  
Witness #1

John Grant  
Print Name: \_\_\_\_\_  
Date: 11/15/24

Latrease Grant  
Print Name: Latrease Grant  
Witness #2

STATE OF South Carolina )  
COUNTY OF Charleston )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by  
John Grant, the \_\_\_\_\_, on this 15 day of November, 2024 of \_\_\_\_\_.

Signature: Noelle Homanick  
Print Name of Notary: Noelle Homanick  
Notary Public for Charleston County  
My Commission Expires: 11/21/2029

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]



**EXHIBIT A**

**[LEGAL DESCRIPTION OF GRANTOR PROPERTY]**

ALL that certain lot, piece or parcel of land lying, situate and being in the City of Charleston, Charleston County, as shown and designated as Lot A on that certain plat prepared by Alexander C. Peabody, PLS, Peabody and Associates, Inc. entitled "Plat showing the property line adjustment and property line abandonment between Tract IA-2 and lands of Wilhelmina Grant to create and Lot C (8.30 acres), (a/k/a No. 1945 McIntyre Road or No. 1945 Ferguson Road), McIntyre Area, James Island, City of Charleston, Charleston County, South Carolina, prepared for Steven Lewis, which plat is dated January 25, 2013, revised May 31, 2013 and revised June 9, 2013 and recorded in Plat Book L13 at Page 0210 on June 18, 2013 in the RMC Office for Charleston County, South Carolina. Said lot having such size, shape and dimensions, buttings and boundings as will be shown by reference to said plat.

TMS No. 337-00-00-110



**EXHIBIT B**

**[DESCRIPTION OF EASEMENT AREAS]**

All those certain drainage easements of various widths being shown and labeled "CCDE," "COCDE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "AN EASEMENT PLAT PROPOSED CITY OF CHARLESTON DRAINAGE EASEMENTS OF VARYING WIDTHS LYING IN A PORTION OF THE 'FERGUSON VILLAGE' COMMUNITY, SURVEYED FOR THE CITY OF CAHRLESTON, LOCATED EAST OF RIVERLAND DRIVE (S-10-53) & WEST OF FERGUSON ROAD (S-10-2038), CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Keith A. Wilson of Cornerstone Surveying & Engineering, Inc. (SCPLS No. 12252), dated January 31, 2023, last revised on the date shown thereon, and recorded on May 10, 2024, in Plat Book L24 at Pages 0210 through 0211 in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

STATE OF SOUTH CAROLINA    )  
  ) **EXCLUSIVE STORMWATER**  
  ) **DRAINAGE EASEMENTS AGREEMENT**  
COUNTY OF CHARLESTON        ) **(CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between IDA M. HAMILTON ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

**RECITALS**

WHEREAS, subject to the City's ordinances, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through a portion of Grantor's property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit B, attached hereto and incorporated herein by reference;

WHEREAS, to accomplish the objectives of the City, the City must obtain certain easements from Grantor permitting the City to install, expand, and/or maintain the Stormwater System over, under, across, and through the Easement Areas; and

WHEREAS, Grantor desires to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived to the Grantor's property from the Stormwater System, the receipt and sufficiency of which the parties acknowledge, the parties hereby covenant and agree as follows:

1.     Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.
2.     Drainage Easements. Subject to the terms and conditions of this Agreement, the City's ordinances, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the "Drainage Easements") on, over, under, in, along, across, and upon the Easement Areas.
3.     Access. The City shall at all times have the right of access, ingress, and egress to the land affected by the Easement Areas for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.
4.     Governmental Nature. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.

5. Destruction. The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.
6. Encroachment Agreement. Any existing encroachments within the Easement Areas, as shown on the Plat referenced in Exhibit B, shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.
7. Title. Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments
8. No Third Party Rights. This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. Entire Understanding. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents.
10. Amendment. This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. Miscellaneous. Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
11. Effective Date. Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:

GRANTOR: IDA M. HAMILTON

Rebecca Hopkin  
Print Name: REBECCA HOPKIN  
Witness # 1

Jerome Moore  
Print Name: Jerome Moore  
Date: 15 Nov 24

Connie Williams  
Print Name: Connie Williams  
Witness #2

STATE OF South Carolina )  
COUNTY OF Charleston )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by IDA M. HAMILTON, the owner of property, on this 15 day of November, 2024.

Signature: Noelle Hysman, Ch  
Print Name of Notary: Noelle Hysman, Ch  
Notary Public for Charleston County South Carolina  
My Commission Expires: 11/21/29

SEAL OF NOTARY

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**EXHIBIT A**

**[LEGAL DESCRIPTION OF GRANTOR PROPERTY]**

ALL that lot, piece, or parcel of land, situate, lying and being on James Island, Charleston County, South Carolina, known and designated as LOT NUMBER 2, on a plat made by W. L. Gailliard, Surveyor, on March 9, 1961; BUTTING AND BOUNDING AND MEASURING AND CONTAINING on said plat as follows, to wit: East by Lot No. 1, 103.5' feet; South by a private road as shown on said plat; West by a portion of said road and by Lot No. 3, 103' feet; and North by lands now or formerly of Stephen Brown.

TMS No. 337-00-00-044

This being the same property conveyed to Ida M. Hamilton, Alonzo Moore, Jr., Emily M. Grant, Evelyn M. Clement, Walter Moore, Elijah H. Moore, Hazel M. Pinckney, Dolly Ann Moore, Delephine Moore, Lorraine Moore, Jerome R. Moore, Elizabeth M. Ancrum, and Yvonne M. Freeman by deed of distribution in the Estate of Isadora Deleston Moore, Probate Case No. 2006-ES-10-1321, dated October 18, 2007 and recorded in the Charleston County Register of Deeds Office in Book U641 at Page 381 on October 18, 2007.



**EXHIBIT B**

**[DESCRIPTION OF EASEMENT AREAS]**

All those certain drainage easements of various widths being shown and labeled "CCDE," "COCDE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "AN EASEMENT PLAT PROPOSED CITY OF CHARLESTON DRAINAGE EASEMENTS OF VARYING WIDTHS LYING IN A PORTION OF THE 'FERGUSON VILLAGE' COMMUNITY, SURVEYED FOR THE CITY OF CAHRLESTON, LOCATED EAST OF RIVERLAND DRIVE (S-10-53) & WEST OF FERGUSON ROAD (S-10-2038), CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Keith A. Wilson of Cornerstone Surveying & Engineering, Inc. (SCPLS No. 12252), dated January 31, 2023, last revised on the date shown thereon, and recorded on May 10, 2024, in Plat Book L24 at Pages 0210 through 0211 in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON    )    **EXCLUSIVE STORMWATER  
DRAINAGE EASEMENTS AGREEMENT  
(CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between JULIA HENDERSON ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

**RECITALS**

WHEREAS, subject to the City's ordinances, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through a portion of Grantor's property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit B, attached hereto and incorporated herein by reference;

WHEREAS, to accomplish the objectives of the City, the City must obtain certain easements from Grantor permitting the City to install, expand, and/or maintain the Stormwater System over, under, across, and through the Easement Areas; and

WHEREAS, Grantor desires to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived to the Grantor's property from the Stormwater System, the receipt and sufficiency of which the parties acknowledge, the parties hereby covenant and agree as follows:

1.    Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.
2.    Drainage Easements. Subject to the terms and conditions of this Agreement, the City's ordinances, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the "Drainage Easements") on, over, under, in, along, across, and upon the Easement Areas.
3.    Access. The City shall at all times have the right of access, ingress, and egress to the land affected by the Easement Areas for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.
4.    Governmental Nature. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.

5. **Destruction.** The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.
  
6. **Encroachment Agreement.** Any existing encroachments within the Easement Areas, as shown on the Plat referenced in Exhibit B, shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.
  
7. **Title.** Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments
  
8. **No Third Party Rights.** This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. Entire Understanding. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hercof; provided, however, unless specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents.
10. Amendment. This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. Miscellaneous. Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
11. Effective Date. Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:

GRANTOR: JULIA HENDERSON

Rebecca Hopkins  
Print Name: REBECCA HOPKINS  
Witness # 1

Sarah Tyce  
Print Name: \_\_\_\_\_  
Date: 11/15/24

Connie Williams  
Print Name: Connie Williams  
Witness #2

STATE OF South Carolina )  
COUNTY OF Charleston )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Sarah ~~JULIA~~ Tyce the owner of property, on this 15 day of November, 2024.

Signature: Noelle Hisanrich  
Print Name of Notary: Noelle Hisanrich  
Notary Public for Charleston County South Carolina  
My Commission Expires: 11/21/2029

SEAL OF NOTARY

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IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal on the day and year set forth below its signature.

WITNESSES:

CITY OF CHARLESTON

Print Name: \_\_\_\_\_  
Witness #1

Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Witness #2 \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF CHARLESTON        )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_  
 Print Name of Notary: \_\_\_\_\_  
 Notary Public for South Carolina  
 My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

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**EXHIBIT A**

**[LEGAL DESCRIPTION OF GRANTOR PROPERTY]**

ALL that piece or parcel of land situate, lying and being on James Island in the County of Charleston and State aforesaid, being a portion of the McIntyre Tract conveyed to Sam Washington by Jos. T. Dill. MEASURING AND CONTAINING three-quarters (3/4) of an acre more or less, and butting and bounded on the North and East by lands belonging to same Washington, and on the West by Cut Road, and on the South by Steven Washington.

TMS No. 337-00-00-096

This being the same property conveyed to Julia Henderson by deed of Julia Henderson dated February 26, 1990 and recorded in the Charleston County Register of Deeds Office in Book N191 at Page 138 on March 14, 1990.



**EXHIBIT B**

**[DESCRIPTION OF EASEMENT AREAS]**

All those certain drainage easements of various widths being shown and labeled "CCDE," "COCDE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "AN EASEMENT PLAT PROPOSED CITY OF CHARLESTON DRAINAGE EASEMENTS OF VARYING WIDTHS LYING IN A PORTION OF THE 'FERGUSON VILLAGE' COMMUNITY, SURVEYED FOR THE CITY OF CAHRLESTON, LOCATED EAST OF RIVERLAND DRIVE (S-10-53) & WEST OF FERGUSON ROAD (S-10-2038), CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Keith A. Wilson of Cornerstone Surveying & Engineering, Inc. (SCPLS No. 12252), dated January 31, 2023, last revised on the date shown thereon, and recorded on May 10, 2024, in Plat Book L24 at Pages 0210 through 0211 in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

STATE OF SOUTH CAROLINA    )  
  ) **EXCLUSIVE STORMWATER**  
  ) **DRAINAGE EASEMENTS AGREEMENT**  
COUNTY OF CHARLESTON        ) **(CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between SAMUEL WASHINGTON ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

**RECITALS**

WHEREAS, subject to the City's ordinances, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through a portion of Grantor's property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit B, attached hereto and incorporated herein by reference;

WHEREAS, to accomplish the objectives of the City, the City must obtain certain easements from Grantor permitting the City to install, expand, and/or maintain the Stormwater System over, under, across, and through the Easement Areas; and

WHEREAS, Grantor desires to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived to the Grantor's property from the Stormwater System, the receipt and sufficiency of which the parties acknowledge, the parties hereby covenant and agree as follows:

1. Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.
2. Drainage Easements. Subject to the terms and conditions of this Agreement, the City's ordinances, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the "Drainage Easements") on, over, under, in, along, across, and upon the Easement Areas.
3. Access. The City shall at all times have the right of access, ingress, and egress to the land affected by the Easement Areas for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.
4. Governmental Nature. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.

5. **Destruction.** The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.
  
6. **Encroachment Agreement.** Any existing encroachments within the Easement Areas, as shown on the Plat referenced in Exhibit B, shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.
  
7. **Title.** Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments
  
8. **No Third Party Rights.** This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. Entire Understanding. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents.
10. Amendment. This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. Miscellaneous. Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
11. Effective Date. Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:

Rebecca Hopkin  
Print Name: REBECCA HOPKIN  
Witness # 1

Connie Williams  
Print Name: Connie Williams  
Witness #2

GRANTOR: SAMUEL WASHINGTON

Samuel Washington  
Print Name: Samuel Washington  
Date: 11-15-2024

STATE OF South Carolina )  
COUNTY OF Charleston )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by SAMUEL WASHINGTON, the owner of property, on this 15 day of November, 2024.

Signature: Noelle Harrison  
Print Name of Notary: Noelle Harrison  
Notary Public for South Carolina  
My Commission Expires: 11/21/2029

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]



**EXHIBIT A**

**[LEGAL DESCRIPTION OF GRANTOR PROPERTY]**

All that piece, parcel or tract of land, with the building thereon, situate on James Island, in the County of Charleston, and State aforesaid, being a part of what was formerly known as "McIntyre", on the Public Road, leading from Cut Bridge to the Presbyterian Church. Said land here in conveyed being marked Tract A lands of Samuel Washington on the plat of Gaillard and Gaillard Surveyors, dated November 5, 1945, and recorded in the Office of the Register of Mesne Conveyances, for Charleston County in Plat Book Fat Page 231.

TMS No. 337-00-00-037



**EXHIBIT B**

**[DESCRIPTION OF EASEMENT AREAS]**

All those certain drainage easements of various widths being shown and labeled "CCDE," "COCDE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "AN EASEMENT PLAT PROPOSED CITY OF CHARLESTON DRAINAGE EASEMENTS OF VARYING WIDTHS LYING IN A PORTION OF THE 'FERGUSON VILLAGE' COMMUNITY, SURVEYED FOR THE CITY OF CAHRLESTON, LOCATED EAST OF RIVERLAND DRIVE (S-10-53) & WEST OF FERGUSON ROAD (S-10-2038), CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Keith A. Wilson of Cornerstone Surveying & Engineering, Inc. (SCPLS No. 12252), dated January 31, 2023, last revised on the date shown thereon, and recorded on May 10, 2024, in Plat Book L24 at Pages 0210 through 0211 in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF CHARLESTON        )    **EXCLUSIVE STORMWATER  
   )    DRAINAGE EASEMENTS AGREEMENT  
   )    (CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between SANDRA M. CAMPBELL ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

### RECITALS

WHEREAS, subject to the City's ordinances, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through a portion of Grantor's property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit B, attached hereto and incorporated herein by reference;

WHEREAS, to accomplish the objectives of the City, the City must obtain certain easements from Grantor permitting the City to install, expand, and/or maintain the Stormwater System over, under, across, and through the Easement Areas; and

WHEREAS, Grantor desires to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived to the Grantor's property from the Stormwater System, the receipt and sufficiency of which the parties acknowledge, the parties hereby covenant and agree as follows:

1.    Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.
2.    Drainage Easements. Subject to the terms and conditions of this Agreement, the City's ordinances, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the "Drainage Easements") on, over, under, in, along, across, and upon the Easement Areas.
3.    Access. The City shall at all times have the right of access, ingress, and egress to the land affected by the Easement Areas for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.
4.    Governmental Nature. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.

5. **Destruction.** The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.
6. **Encroachment Agreement.** Any existing encroachments within the Easement Areas, as shown on the Plat referenced in Exhibit B, shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.
7. **Title.** Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments
8. **No Third Party Rights.** This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. Entire Understanding. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents.
10. Amendment. This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. Miscellaneous. Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
11. Effective Date. Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:

GRANTOR: SANDRA M. CAMPBELL

Katherine Houghton  
Print Name: Katherine Houghton  
Witness # 1

Sandra M Campbell  
Print Name: Sandra M Campbell  
Date: 12-4-24

Lisa Mason  
Print Name: Lisa Mason  
Witness #2

STATE OF South Carolina )  
COUNTY OF Charleston )

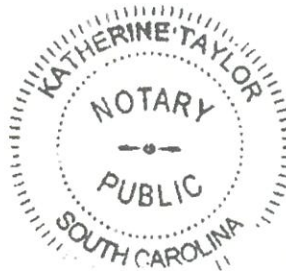
ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by  
SANDRA M. CAMPBELL, the \_\_\_\_\_ of \_\_\_\_\_,  
on this 4 day of December, 2024.

Signature: Katherine Taylor  
Print Name of Notary: Katherine Taylor  
Notary Public for South Carolina  
My Commission Expires: July 26, 2030

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal on the day and year set forth below its signature.

WITNESSES:

CITY OF CHARLESTON

Print Name: \_\_\_\_\_  
Witness #1 \_\_\_\_\_

Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Witness #2 \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF CHARLESTON        )     ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_  
 Print Name of Notary: \_\_\_\_\_  
 Notary Public for South Carolina  
 My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

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**EXHIBIT A**

**[LEGAL DESCRIPTION OF GRANTOR PROPERTY]**

ALL that certain piece, parcel or lot of land, situate, lying and being on James Island, in the County of Charleston, State of South Carolina, known and designated as Tract 1, consisting of 1.488 acres, more or less, on a Plat entitled, "Plat Showing Existing Tract B-2, A 0.199 Acre Tract of Land, and a 3.499 Acre Tract of Land Formerly Known as Tract B, Being Subdivided Into Tracts 1, 2 and 3 Ferguson Village Subdivision Located on James Island, City of Charleston, Charleston County, South Carolina," made by George A.Z. Johnson, Jr., Inc., dated February 29, 1996 and recorded in Charleston County RMC Office in Plat Book EB at Page 147.

TMS No. 337-00-00-112

This being the same property conveyed to Sandra M. Campbell by deed of Gloria Middleton a/k/a Gloria T. Middleton, dated November 21, 2022 and recorded in the Charleston County Register of Deeds Office in Book 1150 at Page 426 on November 30, 2022.

**EXHIBIT B**

**[DESCRIPTION OF EASEMENT AREAS]**

All those certain drainage easements of various widths being shown and labeled "CCDE," "COCDE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "AN EASEMENT PLAT PROPOSED CITY OF CHARLESTON DRAINAGE EASEMENTS OF VARYING WIDTHS LYING IN A PORTION OF THE 'FERGUSON VILLAGE' COMMUNITY, SURVEYED FOR THE CITY OF CAHRLESTON, LOCATED EAST OF RIVERLAND DRIVE (S-10-53) & WEST OF FERGUSON ROAD (S-10-2038), CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Keith A. Wilson of Cornerstone Surveying & Engineering, Inc. (SCPLS No. 12252), dated January 31, 2023, last revised on the date shown thereon, and recorded on May 10, 2024, in Plat Book L24 at Pages 0210 through 0211 in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**EXCLUSIVE STORMWATER  
DRAINAGE EASEMENTS AGREEMENT  
(CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this "Agreement") is made and entered into on the Effective Date (as hereinafter defined), by and between LAVERNE D. RICHARDSON ("Grantor") and the CITY OF CHARLESTON ("Grantee" or "City").

## RECITALS

WHEREAS, subject to the City's ordinances, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the "Stormwater System") over, under, across, and through a portion of Grantor's property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor's property (the "Easement Areas") being more particularly described and identified in Exhibit B, attached hereto and incorporated herein by reference;

**WHEREAS, to accomplish the objectives of the City, the City must obtain certain easements from Grantor permitting the City to install, expand, and/or maintain the Stormwater System over, under, across, and through the Easement Areas; and**

**WHEREAS, Grantor desires to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Stormwater System.**

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived to the Grantor's property from the Stormwater System, the receipt and sufficiency of which the parties acknowledge, the parties hereby covenant and agree as follows:

1. Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.
2. Drainage Easements. Subject to the terms and conditions of this Agreement, the City's ordinances, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the "Drainage Easements") on, over, under, in, along, across, and upon the Easement Areas.
3. Access. The City shall at all times have the right of access, ingress, and egress to the land affected by the Easement Areas for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.
4. Governmental Nature. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.

5. Destruction. The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.
6. Encroachment Agreement. Any existing encroachments within the Easement Areas, as shown on the Plat referenced in Exhibit B, shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.
7. Title. Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments
8. No Third Party Rights. This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. Entire Understanding. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents.
10. Amendment. This Agreement may be amended only by a written instrument approved by City Council and executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.
11. Miscellaneous. Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.
11. Effective Date. Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:

Elizabeth P. Mitchell  
Print Name: Elizabeth P. Mitchell  
Witness # 1

Kathleen Williams  
Print Name: Kathleen Williams  
Witness #2

GRANTOR: LAVERNE D. RICHARDSON

Laverne Richardson  
Print Name: Laverne Richardson  
Date: 11-19-24

STATE OF South Carolina )  
COUNTY OF Charleston )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by  
LAVERNE D. RICHARDSON, the \_\_\_\_\_, of  
\_\_\_\_\_, on this 19<sup>th</sup> day of November, 2024.

Signature: Jessica E. Washington  
Print Name of Notary: Jessica E. Washington  
Notary Public for South Carolina  
My Commission Expires: March 26, 2034



Jessica E. Washington  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
March 26, 2034

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal on the day and year set forth below its signature.

WITNESSES:

CITY OF CHARLESTON

**Print Name:** \_\_\_\_\_  
**Witness #1**

Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Witness #2 \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF CHARLESTON        )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_  
 Print Name of Notary: \_\_\_\_\_  
 Notary Public for South Carolina  
 My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]



**EXHIBIT A**

**[LEGAL DESCRIPTION OF GRANTOR PROPERTY]**

ALL that piece, parcel or tract of land with the building thereon, situate, on James Island in the County of Charleston, and State aforesaid, being a part of what was formerly known as "McIntyre" on the Public Road leading from Cut Bridge to the Presbyterian Church. Said land herein conveyed being marked Tract C on plat of Gilliard and Gilliard Surveyors dated November 4, 1945, and recorded in the office of the Register of Mesne Conveyance for Charleston County, in Plat Book F Page 231. Measuring and containing three tenths (3/10) of an acre, and hath such buttings and bounding & as are shown on said plat.

TMS No. 337-00-00-034

This being the same property conveyed to Laverne D. Richardson by deed of Rebecca D. Deleston, dated July 14, 1992 and recorded in the Charleston County Register of Deeds Office in Book J216 at Page 095 on July 22, 1992.

**EXHIBIT B**

**[DESCRIPTION OF EASEMENT AREAS]**

All those certain drainage easements of various widths being shown and labeled "CCDE," "COCDE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "AN EASEMENT PLAT PROPOSED CITY OF CHARLESTON DRAINAGE EASEMENTS OF VARYING WIDTHS LYING IN A PORTION OF THE 'FERGUSON VILLAGE' COMMUNITY, SURVEYED FOR THE CITY OF CAHRLESTON, LOCATED EAST OF RIVERLAND DRIVE (S-10-53) & WEST OF FERGUSON ROAD (S-10-2038), CITY OF CHARLESTON, JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Keith A. Wilson of Cornerstone Surveying & Engineering, Inc. (SCPLS No. 12252), dated January 31, 2023, last revised on the date shown thereon, and recorded on May 10, 2024, in Plat Book L24 at Pages 0210 through 0211 in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

**EMERGENCY PURCHASE JUSTIFICATION FORM****DEPARTMENT: Stormwater Management****PRODUCT: CIPP Lining for Storm Drain Pipe at Brittlebank Park – Lockwood Drive****VENDOR: B&C Land Development****DATE: 03/10/2025**

1. Describe in detail the Emergency and impact to City operations.

Brittlebank Park at Lockwood Drive is drained by a storm drainage system that outfalls into Gadsden Creek. Since Brittlebank Park is built on an old landfill, there have been reports of containments discharging into the Creek. After performing a video inspection of the system, there is evidence that possible leakage from the landfill is entering the storm drain system. In order to completely seal the storm drain system from the landfill, we are proposing this trenchless repair.

2. Describe in detail the item affected and what corrective action is needed.

The corrugated plastic pipe system is approximately 1,046 LF with sizes of 24" and 36". These pipes will need to be lined. In order to improve the system, we have selected a method that will cure in place a new pipe. This method is called CIPP (Cured-in-place pipe). The CIPP method will allow the contractor to reduce construction impacts to the surrounding properties and produce a new pipe system within the walls of the existing pipes. No pipes will have to be removed since the new pipe construction can be accessed via the existing catch basins. After the CIPP Lining is complete, the City will monitor the system to determine whether or not leakage is occurring.

3. What is the estimated cost and time to complete repair/replacement.

The cost for the lining is \$340,169.00. Construction will take approximately 14 days. Since, this contractor is performing another CIPP project for the City, we feel comfortable that the contractor will provide an excellent product. Also, based on our experience, the estimated cost above is reasonable in respect to this type of work.

Requester Signature \_\_\_\_\_ Title: Senior Project Manager

Approver Signature \_\_\_\_\_ Title \_\_\_\_\_

## City of Charleston Short Form Construction Contract

---

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

**The Owner:**  
City of Charleston  
80 Broad Street  
Charleston, SC 29401

and **The Contractor:**  
B&C Land Development, Inc.  
3785 Old Charleston Highway  
Johns Island, SC 29455  
Contractor's License Number:  
\_SC\_      \_G113138\_  
State      Number

ARCHITECT ENGINEER – The A/E of Record for this Project is: City of Charleston – Department of Stormwater Management, Benjamin L. Smith, P.E.

2023-IH0005 Brittlebank Park Cured-in-Place Pipe (CIPP) Improvement Project  
(City's Project Name)

### BACKGROUND:

- A. The Owner advertised for bid certain work to install approximately 1,276 LF of CIPP Lining of existing pipe of various sizes and materials, and also line 11 associated drop inlets with shotcrete and wire mesh, including dewatering and any associated work necessary to complete the Work, according to the Request for Bid, Bid Addenda, and Drawings, (attached and incorporated into this Contract as EXHIBIT A) (collectively, "Project").
- B. The Contractor bid (Section 01140 – BID in Exhibit A) to perform the Scope of Services ("Work"), and the Owner accepted the Contractor's Bid/Quote.
- C. The Contractor has represented to the Owner that it is prepared and qualified to provide the Work to complete the Project.
- D. This contract requires compliance with the City of Charleston's minority and women-owned business goals. Bids will not be accepted without compliance with this program. All bidders are advised to familiarize themselves with the City's women's and minority business goals early in the bid preparation process as time is required to properly seek out and solicit qualified women and minority businesses. Goals with regards to Women's and Minority Business Enterprises are specified in Section 01140 – BID.

**THIS CONTRACT:** The Project shall be performed in accordance with the General Terms and Conditions contained on pages 2 through 13 of this Contract.

**City of Charleston**

**B&C Land Development**

By: \_\_\_\_\_  
*Signature*  
[Name]  
[Title]

By: \_\_\_\_\_  
*Signature*  
[Name]  
[Title]

### ATTACHMENT(S)

- 1. General Terms and Conditions
- 2. EXHIBIT A – Request for Bid, ~~Bid Addenda~~, Drawings, and Contractor's Bid/Quote



**City of Charleston**  
**Short Form Construction Contract**

---

**GENERAL TERMS AND CONDITIONS**

The Owner and Contractor agree to all of the following terms and conditions.

**ARTICLE 1 – SCOPE OF SERVICES; TIME FOR PERFORMANCE; PAYMENT**

- A. The Owner agrees to pay the Contractor the contract sum below, at the times and in the manner prescribed by the Contract, in consideration for the Contractor executing and completing the Work, remedying all defects in accordance with the Contract, and otherwise performing all of its obligations in accordance with the Contract.
- B. The Contractor will perform the Work required to complete the Project according to the Request for Bid, Bid Addenda, Drawings, and Contractor's Bid/Quote.
- C. **Time of Performance; Liquidated Damages.**
1. The Effective Date of this Contract shall be the date written above.
  2. The Date Of Commencement shall be the date indicated in the Notice to Proceed.
  3. Substantial Completion:
    - i. Substantial Completion is defined as the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and all certificates of occupancy and all other permits or approvals necessary for the Owner to occupy and utilize the Project have been issued.
    - ii. The Date Of Substantial Completion shall be **30 calendar days** after the Date Of Commencement, subject to adjustment in accordance with the terms of this Contract.
  4. Final Completion:
    - i. Final Completion is defined as the determination by the Owner that the Project is 100% complete, punch list work included.
    - ii. The Date Of Final Completion shall be the date that the Work has been completed and the Project requires no additional work and has been accepted by the Owner.
  5. **LIQUIDATED DAMAGES:** The Contractor recognizes that the Owner will incur significant internal and external costs (damages) because of any delay by the Contractor completing all Work within the specified contract time. However, given the nature of the Project, it is difficult to demonstrate the exact dollar value of damages related to a delay. Owner has made a good faith and reasonable estimate of damages it would suffer from delay in completion. For each consecutive day after the expiration of the Date of Substantial Completion that any incomplete Work prevents or impairs the Owner's ability to operate and use the Project for its intended purposes, including the correction of deficiencies found during the final inspection, the amount of \$250.00 per day will be deducted from the money due or that becomes due the Contractor, not as a penalty, but as liquidated damages representing the parties' estimate at the time of executing this Contract of the damages that the Owner will sustain for late completion. The parties agree that liquidated damages as described in this Contract are a genuine estimate of the Owner's foreseeable damages and the Owner's sole remedy for



## City of Charleston

### Short Form Construction Contract

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such delay. Delays caused by Force Majeure events or by actions of the Owner shall not constitute a delay resulting in the payment of liquidated damages.

**D. Payments To The Contractor** for acceptable Work performed shall be as follows:

1. The Lump Sum Contract Amount Of **\$340,169.00** shall be paid to the Contractor within 45 days after the Date of Final Completion.
2. THE LUMP SUM CONTRACT AMOUNT is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: N/A

#### **ARTICLE 2 – CONTRACT DOCUMENTS**

- A. The Contract Documents forming this Contract shall consist of the following:
1. A fully executed Short Form Construction Contract (document on preceding page);
  2. General Terms and Conditions (this document);
  3. Exhibit A;
  4. All Change Orders and Change Directives.
- B. In the event of a conflict between the terms and conditions contained in this Short Form Construction Contract and any of those contained in any attachments hereto, the terms and conditions of this Short Form Construction Contract shall govern and control.

#### **ARTICLE 3 – CONTRACTOR, OWNER, A/E PROVISIONS**

- A. **Warranties.** The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
  2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
  3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
  4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contract; and,
  5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.
  6. It shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
  7. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

## City of Charleston

### Short Form Construction Contract

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**B. Contractor's Rights and Responsibilities.** In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:

1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner;
5. be responsible for all construction means, methods, techniques, procedures, and safety measures in the performance this Contract;
6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of subcontractors and their agents and employees acting on behalf of the Contractor;
7. not be responsible for the failure of any contractor, subcontractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes; and,
8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Work in the State of South Carolina, the City of Charleston and as required by this Contract.

**C. Owner's Rights and Responsibilities.** In addition to any other rights and responsibilities contained in this Contract, the Owner shall:

1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
4. act as the A/E in the absence of a licensed design professional.



**City of Charleston**  
**Short Form Construction Contract**

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**ARTICLE 4 – CONSTRUCTION ADMINISTRATION**

**A. Shop Drawings and Samples**

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the Owner. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit 3 sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The Owner will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

**B. Materials and Workmanship**

1. The Contractor shall not use or allow the use of any asbestos containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

**C. Inspection and Testing of Materials**

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the Owner requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the Owner of the time requested for an inspection of these areas.

**D. Substitutions**

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the Owner.



**City of Charleston**  
**Short Form Construction Contract**

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2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the Owner, which shall be granted only with the concurrence of the Owner.

**E. Changes in the Work**

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
  - a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0
  - b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
  - c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3
  - d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

**F. Receiving and Storing Materials and Equipment**

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.
3. The Contractor shall immediately notify the Owner of any damages to property received or located on site.

**G. Reports**

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

## **City of Charleston**

### **Short Form Construction Contract**

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2. If requested by the Owner, the Contractor shall prepare and submit with its pay applications MWBE form delineating the composition of the workforce utilized to complete the Work for that pay application.

#### **H. Extensions**

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 2 and reduce the Contractor's final payment by that amount.

#### **I. Use of the Site**

1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, and for all authorities having jurisdiction over the Project.

#### **J. Taxes**

1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

### **ARTICLE 5 - PAYMENTS**

- A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 2 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. Payment under a Lump Sum contract shall be paid within forty-five (45) days of receipt of the invoice. The invoice for the Contractor's Work shall be submitted to

## **City of Charleston**

### **Short Form Construction Contract**

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the Owner at the completion of the Work and after the Owner's acceptance of the Work in its entirety.

- D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
  2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
  3. The Contractor has furnished to the satisfaction of the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
  4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

#### **ARTICLE 6 – CLAIMS**

- A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
- B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.
- D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

#### **ARTICLE 7 – DISPUTE RESOLUTION**

The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

#### **ARTICLE 8 - SUSPENSION OR TERMINATION OF THE CONTRACT**

- A. Owner's Right of Termination



## **City of Charleston**

### **Short Form Construction Contract**

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1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

#### **B. Contractor's Right of Termination**

1. The Contractor may terminate the Contract if Work is stopped through no fault of the Contractor, or other persons performing Work, either directly or indirectly, for the Contractor, for a period of time exceeding ninety (90) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the Work to be stopped.
2. The Contractor may, upon seven (7) days written notice to the Owner terminate the Contract for the reasons stated above and be compensated for Work completed and materials stored in accordance with the Contract Documents.

#### **C. Owner's Right of Suspension**

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner;
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

## **ARTICLE 9 – PROTECTION OF PERSONS AND PROPERTY**

- A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
- B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.
- C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).
- D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or

## City of Charleston

### Short Form Construction Contract

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substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

#### **ARTICLE 10 – INDEMNITY**

- A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

#### **ARTICLE 11 – INSURANCE AND BONDS**

- A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.
- B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
1. Premises – Operations;
  2. Independent Contractor's Protective;
  3. Products and Completed Operations;
  4. Personal and Advertising Injury;
  5. Contractual, including specified provisions for Contractor's obligations;
  6. Broad Form Property Damage, including Completed Operations;
  7. Owned, Non-Owned and Hired Vehicles; and,
  8. Errors and Omissions.
- C. The insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:

Coverage	Minimum Limits
<b>Commercial General Liability:</b>	
General Aggregate (per project)	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000



**City of Charleston**  
**Short Form Construction Contract**

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Fire Damage	\$ 50,000
Medical Expense (any one person)	\$ 5,000
<b>Business Auto Liability (including all owned, non-owned, and hired vehicles):</b>	
Combined Single Limit	\$ 1,000,000
<b>-OR-</b>	
Bodily Injury & Property Damage (each)	\$ 1,000,000
<b>Workers Compensation</b>	
State	Statutory
Employer's Liability	\$ 100,000 Per Accident <b>\$500,000 Disease, Policy Limit</b> <b>\$100,000 Disease, Each Employee</b>
<b>Builder's Risk, if Contract Amount over \$100,000</b> (fire and extended coverage), all work in place and/or materials stored at Owner's Property	Full cash value of completed construction, as well as materials in place and /or stored at Owner's Property

- D. The aggregate limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.
- E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.
- F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.
- G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.

H. ~~Bonds~~

## City of Charleston

### Short Form Construction Contract

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~~The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.~~

~~1. Bonds shall each be in the amount of 100% of the amount of the Contract.~~

~~2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:~~

~~a. be issued by a surety company licensed to do business in South Carolina; and,~~

~~b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,~~

~~c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,~~

~~d. display the Surety's Bond Number.~~

#### I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

### **ARTICLE 12 – CORRECTION OF WORK**

- A. The Contractor shall promptly, and with due diligence, correct Work rejected by the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections.
- B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expense.
- C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

### **ARTICLE 13 – CONSTRUCTION BY OWNER**

- A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.
- B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

## **City of Charleston**

### **Short Form Construction Contract**

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- C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

#### **ARTICLE 14 – SUBCONTRACTORS**

If the Contractor engages independent consultants, associates, or subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Independent consultants, associates, subcontractors, and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

#### **ARTICLE 15 – COMPLETION AND CLOSEOUT**

- A. The Contractor shall have completed the unfinished and defective Work listed in the “punch list” and notify the Owner of its completion. The Owner will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons; firms or agencies participate in the inspections.
- B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
- C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
- D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

#### **ARTICLE 16 – GOVERNING LAW**

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and Owner shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) shall waive any and all objections to jurisdiction and venue; (3) and shall not raise *forum non conveniens* as an objection to the location of any litigation.

#### **ARTICLE 17 – MISCELLANEOUS**

- A. The Contractor binds itself, its directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.
- B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
- D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or subcontractor to assist in the performance of the Work.



## Exhibit A

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**SECTION 01105**

**REQUEST FOR BID**

**\*\*\*SEE ATTACHED SOLICITATIONS TO CONTRACTOR  
FROM THE CITY OF CHARLESTON\*\*\***

(End of Section 01105)

**From:** [Smith, Benjamin](#)  
**To:** [Charles@blanddev.net](mailto:Charles@blanddev.net)  
**Cc:** [Ali Metz](#)  
**Subject:** Brittlebank Park - Video System  
**Date:** Monday, January 27, 2025 9:14:00 AM  
**Attachments:** [Brittlebank PROJECT-LINING \(PLAN\).pdf](#)  
[image001.png](#)

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Good morning Charles,

I just wanted to include you on this project while you're videoing the Sandhurst drainage system. Right now we would like you to video the highlighted pipes so we can determine if there are any spots where we are getting infiltration into the system. There is a black, oily substance evident in the pipe at certain times. We know this was a landfill but DHEC has been on us pretty hard about finding a solution to contain this substance. So let me know if you have any questions and if you can get to it pretty quick that would be great.

Thanks,  
Benjie

**Benjamin L. Smith, P.E. | Stormwater Engineering Project Manager III**

City of Charleston | Department of Stormwater Management

2 George Street | Suite 2100 | Charleston, SC 29401

T: (843) 720-2715 | [smithb@charleston-sc.gov](mailto:smithb@charleston-sc.gov) | [www.charleston-sc.gov](http://www.charleston-sc.gov)

CityLogo\_Email



**From:** [Charles Rooke](#)  
**To:** [Smith, Benjamin](#)  
**Subject:** Re: Brittlebank Park  
**Date:** Thursday, February 27, 2025 9:12:55 AM

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Sounds good. I will get a price over to you this week. Going to install the Sandhurst liner next week.

Charles Rooke  
B & C Land Development Inc.  
3785 Old Charleston Hwy  
John Island, SC, 29455  
(843) 766-8109 office  
(843) 200-8740 cell  
[Charles@bclanddev.net](mailto:Charles@bclanddev.net)

On Feb 27, 2025, at 9:08 AM, Smith, Benjamin <[Smithb@charleston-sc.gov](mailto:Smithb@charleston-sc.gov)> wrote:

Thanks Charles. Can you go ahead and work up a quote to line it?  
Also, the Sandhurst project got approved at Council this week so it should be ready to go. I'll let you know about the next steps.

Thanks,  
Benjie

**Benjamin L. Smith, P.E. | Stormwater Engineering Project Manager III**  
City of Charleston | Department of Stormwater Management

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**From:** Charles Rooke <[charles@bclanddev.net](mailto:charles@bclanddev.net)>  
**Sent:** Wednesday, February 26, 2025 3:30 PM  
**To:** Smith, Benjamin <[Smithb@charleston-sc.gov](mailto:Smithb@charleston-sc.gov)>  
**Subject:** Brittlebank Park

ATTENTION: This email originated from outside the City of Charleston's systems. Do not click links or open attachments unless you are expecting them from the sender and/or have confirmed the content is safe. Forward any suspicious emails for reviews to [spam@charleston-sc.gov](mailto:spam@charleston-sc.gov).

Please see the link for Brittlebank Park

<https://sandersbrothers.sharefile.com/public/share/web-s5cf2e495138b412cac31a73d29abbcf8>

**Charles Rooke**  
**B&C UTILITIES, INC.**  
**B&C LAND DEVELOPMENT, INC.**  
3785 Old Charleston Highway  
Johns Island, SC, 29455  
843-766-8109 (Phone)  
843-200-8740 (Cell Phone)  
843-766-8158 (Fax)





**SECTION 01140**

**BID**

TO: City of Charleston (hereinafter called "Owner")  
2 George Street, Suite 2100  
Charleston, SC 29401

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

of the City of \_\_\_\_\_, County of \_\_\_\_\_

and State of \_\_\_\_\_, hereinafter called "Bidder."

PROJECT: **BRITTLEBANK PARK CURED-IN-PLACE-PIPE (CIPP) LINING PROJECT**

The Bidder, in compliance with your Request for Bid for the construction of above referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labors, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

**TIME FOR COMPLETION AND LIQUIDATED DAMAGES:** Bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed and to fully complete the project within **30 consecutive calendar** days thereafter.

Bidder also agrees to pay \$500/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. _____	N/A	Date _____
Addendum No. _____		Date _____
Addendum No. _____		Date _____
Addendum No. _____		Date _____

[Remainder of page intentionally left blank.]



# B&C

## LAND DEVELOPMENT, INC.

3785 Old Charleston Highway  
 Johns Island, SC 29455  
 843-766-8109 Phone  
 843-766-8158 Fax  
 www.bclanddev.com

## Proposal

Date	Proposal #
3/10/2025	1801

Name / Address
City Of Charleston 2 George Street Charleston, S.C. 29401 Engineering Dept. Attn: Frank Newham

Project
Brittle Bank Park CIPP 3/25

Description	Qty	Rate	Total
Brittle Bank Park CIPP			
CB8 to CB7 144 LF 24" CIPP		340,169.00	340,169.00
CB9 to CB8 125 LF 24" CIPP			
CB7 to CB6 107 LF 36" CIPP			
CB3 to CB2 61 LF 36" CIPP			
CB6 to CB5 125 LF 36" CIPP			
CB4 to CB3 122 36" CIPP			
CB5 to CB4 122 LF 36" CIPP			
CB2 to CB1 101 LF 36" CIPP			
CB1 to EOP 139 LF 36" CIPP			
Notes: 1. This work is quoted while the lines are still clean. No additional cleaning has been figured 2. Post tape to be provided once lining is complete 3. Dewatering of plugging and pumping included			

All materials are guaranteed to be as specified and the above work to be performed in accordance with drawings and specifications submitted and completed in a substantial workmanlike manner, for the sum of:	<b>\$340,169.00</b>
--	---------------------

Note: Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

<b>TERMS AND CONDITIONS:</b> - Payment Terms, Payment Due upon completion - Proposal good for 30 days - Work to be performed during normal work hours (7:30 am - 5:00 pm) - Service charge of 18% APR per month on all past due invoices - No retainage held unless stipulated in a separate formal contract - B&C Must be paid in full before service will be put in use	<b>PRICE DOES NOT INCLUDE:</b> - Layouts, Asbuilts or Engineering - Permits, Impact or Tap fees - Mucking or hauling of muck material - Boring or Drilling of any type - Dewatering such as well pointing, if required well pointing will be priced by LF of installed pipe - Asphalt milling and overlay
---	---

### ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined in the terms above.

Signature: \_\_\_\_\_ Date of acceptance: \_\_\_\_\_

**B&C Land Development, Inc. will not begin work until the signed proposal has been returned to our office.**

Additional work shall be paid in accordance with these unit prices.

The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., necessary to complete the proposed improvements shown and described in the Contract Documents.

**LUMP SUM BID**

The lump sum price shall include all costs for proposed improvements and associated work in accordance with the Contract Documents. The lump sum bid for construction of the improvements is:

\_\_\_\_\_(Dollars) (\$\_\_\_\_\_).

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

~~Upon receipt of written notice of the award of this Bid, Bidder will execute the formal Agreement within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.~~

[Remainder of page intentionally left blank.]

*Brittlebank Park Cured-in-Place-Pipe (CIPP) Lining Project*

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the State of \_\_\_\_\_.

A partnership consisting of \_\_\_\_\_.

The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

(SEAL – if bid is by a

Corporation)

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

SC General Contractor's License No. \_\_\_\_\_

Initial the following items to indicate compliance with specifications:

\_\_\_\_\_The Contractor has complied with the Owner's MBE Program and has completed and included Affidavits A and B or C.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid:
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Charleston or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_ (title)

My commission expires \_\_\_\_\_.

## **MWBE Compliance Provisions**

### **Women/Minority Business Enterprise Forms**

Charleston City Council has adopted a policy setting a combined 20% as the guidelines for minority and women-owned business enterprise participation for this project.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made part of any contracting resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority and women-owned firms can be found on the City of Charleston's website [www.charleston-sc.gov](http://www.charleston-sc.gov) using the Services link and then the Minority and Women Owned Business Development link; or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, [jordanr@charleston-sc.gov](mailto:jordanr@charleston-sc.gov).

The compliance documents are located in the Bid Package. These documents **must** be completed and returned with your bid response. Failure to do so may cause your bid/proposal response to be deemed non-responsive.

City of Charleston  
Minority/Women-Owned Business Enterprise (MWBE)  
Compliance Provisions

***This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit the form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.***

**APPLICATION:**

Charleston City Council has adopted a policy setting 20% as the guidelines for combined women-owned and minority-owned business enterprise participation for this project.

**Definitions:**

MBE is defined as a small business owned and controlled by minorities.

WBE is defined as a small business owned and controlled by women.

This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's website [www.charleston-sc.gov](http://www.charleston-sc.gov); or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, [jordanr@charleston-sc.gov](mailto:jordanr@charleston-sc.gov).

**COMPLIANCE REQUIREMENTS:**

1. The Offeror shall provide, **with the submittal**, the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

☐ ***Affidavit A - Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation*** as certification that efforts were made to use MWBE businesses on this project,

**AND**

☐ ***Affidavit B – Work to be Performed by Minority and/or Women-owned Firms***  
**OR**

☐ ***Affidavit C – Intent to Perform Contract with Own Workforce***, in making this certification the Offeror states that the Offeror does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition, any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE AND WBE subcontractor before final payment is processed.

Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

Brittlebank Park Cured-in-Place-Pipe (CIPP) Lining Project

AFFIDAVIT A

Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of \_\_\_\_\_  
(Name of Offeror)

I have made a good faith effort to comply under the following checked areas:  
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- 1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. **Complete Affidavit A, Page 2.**
- 2. Followed up with contacted MBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.
- 5. Attended pre-solicitation meetings scheduled by the City.
- 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. **(Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)**
- 8. Provided MBEs with assistance in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MBEs in obtaining the same unit pricing with the Offeror's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools, or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.
- 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned hereby agrees to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

*Brittlebank Park Cured-in-Place-Pipe (CIPP) Lining Project*

**AFFIDAVIT A**

**Page 2 of 2**

**City of Charleston, South Carolina Minority Business Participation Efforts**

(Use as many sheets as necessary)

I, \_\_\_\_\_, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<b>1. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> (African American )  <input type="checkbox"/> (Asian American )  <input type="checkbox"/> (American Indian)                 </div> <div> <input type="checkbox"/> (Women )  <input type="checkbox"/> (Hispanic)  <input type="checkbox"/> (Other)                 </div> </div> <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification
<b>2. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> (African American )  <input type="checkbox"/> (Asian American )  <input type="checkbox"/> (American Indian)                 </div> <div> <input type="checkbox"/> (Women )  <input type="checkbox"/> (Hispanic)  <input type="checkbox"/> (Other)                 </div> </div> <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification
<b>3. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> (African American )  <input type="checkbox"/> (Asian American )  <input type="checkbox"/> (American Indian)                 </div> <div> <input type="checkbox"/> (Women )  <input type="checkbox"/> (Hispanic)  <input type="checkbox"/> (Other)                 </div> </div> <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification
<b>4. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> (African American )  <input type="checkbox"/> (Asian American )  <input type="checkbox"/> (American Indian)                 </div> <div> <input type="checkbox"/> (Women )  <input type="checkbox"/> (Hispanic)  <input type="checkbox"/> (Other)                 </div> </div> <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification

We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Notary Seal:**

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_



*Brittlebank Park Cured-in-Place-Pipe (CIPP) Lining Project*

**AFFIDAVIT B**

**City of Charleston, South Carolina  
Work to be Performed by Minority Businesses**

Affidavit of \_\_\_\_\_, I hereby certify that on the

(Name of Offeror)

\_\_\_\_\_, Total Project Amount \$ \_\_\_\_\_

(Project Name)

I will make a good faith effort to expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: \_\_\_\_\_ %      \$ \_\_\_\_\_

\* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I);  
Woman Owned (W); Other (D)

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the Offeror to the commitment set forth herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct, and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Notary Seal:**

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

*Brittlebank Park Cured-in-Place-Pipe (CIPP) Lining Project*

**AFFIDAVIT C**

**City of Charleston, South Carolina  
Intent to Perform Contract with Own Workforce.**

Affidavit of \_\_\_\_\_  
(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the contract \_\_\_\_\_

\_\_\_\_\_  
(Name of Project)

In making this certification, the Offeror states that the Offeror does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all the elements of the work on this project with his/her own current work forces, and

The Offeror agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the Offeror to the commitments contained herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Notary Seal:**

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(End of Section 01140)



# City of Charleston, South Carolina

BUSINESS LICENSE

A LICENSE IS HEREBY GRANTED TO:

B & C Land Development Inc  
3785 OLD CHARLESTON HWY  
JOHNS ISLAND, SC 29455

DATE OF ISSUE		
MO	DAY	YEAR
6	11	2024

--- CLASS ---  
8.1 - 237210

# 2025

LICENSE #	BL036521-04-2024
-----------	------------------

THIS LICENSE IS ISSUED ON THE PETITION OF THE  
APPLICANT, WHO ASSUMES ALL RESPONSIBILITY OF COMPLIANCE WITH  
FEDERAL, STATE AND LOCAL LAWS. THE CITY WILL MAKE NO REFUND IF  
SUCH LAWS PREVENT OR RESTRICT THE TRADE, BUSINESS, OR  
PROFESSION HEREIN LICENSED.

THIS LICENSE MUST BE PLACED IN THE FRONT WINDOW;  
OR, IF THERE BE NO SUCH WINDOW, THEN IN A  
CONSPICUOUS PART OF THE BUSINESS PLACE.

*Amy K. Wharton*

CHIEF FINANCIAL OFFICER  
CHARLESTON, SOUTH CAROLINA

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION

**CONTRACTOR'S LICENSING BOARD**

LICENSE#: CLG.113138

**B & C LAND DEVELOPMENT INC**

3785 OLD CHARLESTON HWY  
JOHNS ISLAND SC 29455

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

**GENERAL CONTRACTOR**

for each Classification and Group Limitation listed below:

(If this license has a "Limited Building-LB" classification, work is limited to 3 stories in height)

**Water & Sewer Lines-WL4**

**LICENSE NUMBER: CLG.113138**

**Initial License Date: 03/06/2007**

**EXPIRATION DATE: 10/31/2026**

**Qualifying Party(s): CHARLES S ROOKE**

**Group Limitation Per Job (i.e. BD2 = Group 2):**

Group #1 - \$100,000      Group #4 - \$3,000,000

Group #2 - \$400,000      Group #5 - \$Unlimited

Group #3 - \$1,000,000

*Melanie W. Fulton*  
Board Executive

\*\*\* It is at the discretion of this licensee to designate any employee of their company to pull permits and conduct business on their behalf. \*\*\*

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Propel Insurance</b> <b>1410 Blanding Street; Suite 100</b> <b>COM Construction SRM</b> <b>Columbia, SC 29201-2967</b>	<b>CONTACT NAME:</b> Patrick Ross <b>PHONE (A/C, No, Ext):</b> 800 499-0933 <b>FAX (A/C, No):</b> 866 577-1326 <b>E-MAIL ADDRESS:</b> patrick.ross@propelinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Middlesex Insurance Company <b>NAIC #</b> 23434 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> <b>B &amp; C Land Development Inc</b> <b>B &amp; C Utilities Inc</b> <b>3785 Old Charleston Hwy</b> <b>Johns Island, SC 29455-7829</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A0188558004	02/15/2025	02/15/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car			A0188558001	02/15/2025	02/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			A0188558006	02/15/2025	02/15/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A0188558005	02/15/2025	02/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$500,000 E L DISEASE - EA EMPLOYEE \$500,000 E L DISEASE - POLICY LIMIT \$500,000
A	<b>Lease/Rent Equip</b> <b>Deductible</b> <b>Install Floater</b>			A0188558002	02/15/2025	02/15/2026	100,000 500 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Charleston</b> <b>2 George St Ste 2100</b> <b>Charleston, SC 29401</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 