NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m. Monday, April 11, 2022, Conference Call: 1-929-205-6099; Access Code: 835 678 884. The agenda will be as follows:

AGENDA

Invocation – Councilmember Appel

Approval of Minutes:

March 21, 2022

a. An ordinance authorizing the Mayor to execute on behalf of the City a Lease Agreement to lease six parking spaces at 2150 Milford Street to the City of Folly Beach, South Carolina.

b. An ordinance authorizing the Mayor to execute on behalf of the City a utility easement, approved as to form by the Office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City's real property designation as Charleston County TMS No. 463-16-02-039, commonly known as 645 Meeting Street, within the right of way shown on drawing D-84391, to permit installation and maintenance of underground electrical lines in order to create an electrical loop servicing 645, 649, and 651 Meeting Street and to allow for the conversion of overhead to underground cables north of 651 Meeting Street as shown on Drawing D-84391.

c. An ordinance to close and abandon Ackerman Court and authorizing the Mayor to execute on behalf of the City one or more quitclaim deeds and any other necessary documents, approved as to form by the Office of Corporation Counsel, to quitclaim equal portions to the adjacent property owners, subject to any and all easements and utilities.

d. Request approval of a Resolution to authorize the use of $514,870 of the City of Charleston’s Urban Greenbelt funds to provide for a conservation easement for the Oakville Tract.

e. Please consider the following annexations:

(i) 1890 and 1886 Ashley River Road and 1407 Adele Street (0.35 acre) (TMS #351-07-00-027, 028, and 048), West Ashley, (District 7). The properties are owned by the Charleston Redevelopment Corporation.
(ii) 2158 and 2154 Westrivers Road (0.48 acre) (TMS# 343-01-00-115; 136), James Island, (District 11). The property is owned by Ryan and Lauren Fogelgren.

(iii) 2153 Westrivers Road (0.24 acre) (TMS # 343-06-00-209), James Island, (District 11). The property is owned by Nicholas and Martha Kliossis.

(iv) 2931 Maybank Highway (0.61 acre) (TMS# 313-00-00-092), Johns Island, (District 5). The property is owned by HCC Holdings, LLC.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate    DATE: March 28, 2022
FROM: Melissa Cruthirds    DEPT: Legal
ADDRESS: 2150 Milford Street
TMS: 466-00-00-046

PROPERTY OWNER: City of Charleston
Ordinance authorizing the Mayor to execute on behalf of the City a Lease Agreement to lease six parking spaces at 2150 Milford Street to the City of Folly Beach, South Carolina.

ACTION REQUEST:

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

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

Department Head
Legal Department
Chief Financial Officer
Director Real Estate Management

Signature
Attachments [ ]

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

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

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

NEED: Identify any critical time constraint(s).
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A LEASE AGREEMENT TO LEASE SIX PARKING SPACES AT 2150 MILFORD STREET TO THE CITY OF FOLLY BEACH, SOUTH CAROLINA.

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City a Lease Agreement with the City of Folly Beach, attached.

Section 2. That this Ordinance shall become effective upon ratification.

Ratified in City Council this ___ day of ___ in the year of Our Lord, 2022, in the 246th Year of the Independence of the United States of America.

By: __________________________
    John J. Tecklenburg, Mayor

ATTEST: By: __________________________
         Jennifer Cook
         Clerk of Council
PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (this "Lease") is by and between the City of Charleston, a South Carolina municipal corporation, with an address of 80 Broad Street, Charleston, SC 29401 (the "Landlord"), and the City of Folly Beach, a municipal corporation, with an address of 21 Center Street, Folly Beach, SC 29439 (the "Tenant"). The Landlord and the Tenant shall also be referred to herein each as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, Tenant desires to lease property from Landlord for the purpose of parking six of Tenant’s garbage trucks; and

WHEREAS, the Landlord has agreed to lease to the Tenant the Leased Premises for such purpose and on the terms and conditions herein contained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Demised Premises. Landlord leases to Tenant the described property described in Exhibit A, attached and made a part of this Lease (the "Leased Premises"). These spaces will be available to the Tenant 24 hours a day, 365 days per year.

2. Term and Renewal. The Tenant is leasing the Leased Premises for the initial term commencing on April 13, 2022 (the "Effective Date") and terminating on April 12, 2023 (the "Initial Term"). Subject to the following notice requirements, and provided that at the time of such notice the Tenant is not then in Default under the terms of this Lease, the Tenant is granted the right (each, a "Renewal Option") to renew the Initial Term of this Lease for four (4) consecutive one (1) year terms (each, a "Renewal Term"). The Tenant shall exercise each Renewal Option, if at all, by noticing the Landlord in writing of its intent to renew within sixty (60) days of the expiration of the then current term. All of the terms and provisions of this Lease shall apply to each Renewal Term, except that the Tenant shall have only the remaining, unexercised Renewal Options.

3. Rent. During the Initial Term, the Tenant shall make annual rent payments to the Landlord in the amount of One Thousand Two Hundred Dollars and no cents ($1,200.00) per month ("Rent"). Rent is due on the first day of each and every month. The Tenant shall pay to the Landlord a pro-rated Rent payment for the period from the Effective Date to April 30, 2022. The Tenant shall make each Rent payment to the Landlord at the Landlord's
address set forth above, or at such other place or to such other persons or entities as the Landlord from time to time may designate to the Tenant in writing.

4. **Costs and Expenses.** In addition to Rent, the Tenant assumes or agrees to pay or discharge every fine, penalty, interest and cost which may be added lawfully by any such third party payee or collecting authority for nonpayment or late payment thereof (“Additional Rent”). Interest shall accrue at the rate of 5% on any unpaid Rent or Additional Rent existing as of the 30th day of the month.

5. **No Service Provided; Repairs, Maintenance and Alterations.** The Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Leased Premises. The Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Leased Premises. The Tenant shall maintain the Leased Premises in substantially the same condition of repair and appearance existing at the Effective Date, ordinary wear and tear and casualty excepted. The Tenant shall keep the Leased Premises clear of debris, as required. The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written approval of the Landlord.

6. **Use.** The Tenant's sole use of the Leased Premises shall be for the parking of garbage trucks used by its employees.

7. **Compliance with Laws.** Throughout the term of this Lease, the Tenant, at its sole cost and expense, shall comply with any and all laws, regulations and ordinances that are applicable to the Leased Premises or any part thereof. The Tenant shall not be required to correct any condition of or on the Leased Premises that existed at the Effective Date and at that time represented a violation of, or noncompliance with, any applicable law, regulation or ordinance by the Landlord.

8. **Liability.** The Tenant shall be solely responsible for any and all losses, damages, claims, liabilities, judgments, costs and expenses (including the reasonable cost and expense of defending any claim), arising directly or indirectly during the term of this Lease, out of any act, omission or negligence of the Tenant, its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sublessors and designees. The Tenant will maintain an insurance policy providing coverage for such liability in the amount of $1,000,000 per occurrence.

9. **Termination.**

   a. **Termination for Convenience.** Notwithstanding any other term of this Lease to the contrary, (and in addition to the Parties’ other rights herein
to terminate this Lease or elect not to exercise any Renewal Options), the Tenant and the Landlord shall each have the right to terminate this Lease at any time upon not less than 30 days’ prior written notice to the other.

b. **Default.**
   
i. In the event that the Tenant shall fail to pay Rent or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of the Tenant to be performed, in both such circumstances after notice of such failure or violation shall have been given as provided (each such event, a "Default"), the Landlord may terminate this Lease and immediately resume possession of the Leased Premises. If the Landlord shall elect to terminate this Lease as set forth in this Section 9(b)(i), then immediately upon such termination, all rights and obligations whatsoever of the Tenant and of its successors and assigns under this Lease shall cease.

   ii. No Default hereunder shall be deemed to have occurred on the part of the Tenant until five (5) days after written notice of such Default shall have been received by the Tenant, and the Tenant within such time shall have failed to remedy such Default. If any Default by the Tenant, (with the exception of the payment of Rent), cannot reasonably be cured within such five (5) day period, then the Tenant may, in Landlord’s sole discretion, have such additional time as may be reasonably necessary to remedy the same.

c. In the event that the effective date of termination causes this Lease to terminate on a date other than the Payment Date or a subsequent anniversary of the Payment Date, the Tenant shall prorate its final payment of Rent to the Landlord to correspond to such shortened period.

10. **Assignment and Subletting.** Tenant may not assign this Lease or sublet the whole or any part of the Leased Premises at any time to any other party without the prior written approval of the Landlord, subject to all other terms and conditions of this Lease. No assignment or sublease shall impose any additional obligations on the Landlord under this Lease. Neither such assignment or sublease, nor the agreement of any assignee or sublessor to assume the Tenant’s obligations under this Lease shall relieve the Tenant of any such obligations and the Tenant shall remain fully and primarily liable therefor.

11. **Successors and Assigns,** Except as otherwise set forth in this Lease, the agreements and conditions in this Lease contained on the part of either Party to be performed and observed shall be binding upon said Party and its successors and assigns, and shall inure to the benefit of the other Party and its successors and assigns.
12. **Quiet Enjoyment.** Upon the Tenant's payment of the Rents and other required payments herein provided, and upon the Tenant’s observance and performance of all the covenants, terms and conditions to be observed and performed pursuant to this Lease, the Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

13. **Force Majeure.** No liability shall result to either Party from such Party's delay in performance or non-performance under this Lease caused by circumstances beyond such Party’s control, including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunctions, catastrophic breakage or failure of machinery or apparatus, national defense requirements or compliance with or change in applicable law. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other Party of the extent and probable duration of such cause.

14. **Notices.** All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth in the caption to this Lease above or to either Party at such other address as such Party may designate by notice to the other Party.

15. **Waiver; Invalidity of Particular Provision.** The failure of a Party to exercise or enforce any of its rights under this Lease shall not be a waiver of those rights and shall not affect any other right of that Party under this Lease. In the event that any provision of this Lease shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Lease either void or unenforceable and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

16. **Construction; Section Headings.** Each term and each provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition. The paragraph headings throughout this Lease are used for convenience only, and shall not be held to explain, modify, amplify or otherwise aid in the interpretation, construction or meaning of this Lease.

17. **Surrender.** The Tenant shall (a) on the last day of the term hereof (including the final Renewal Term, if any), (b) upon any earlier termination permitted under this Lease, and (c) upon any permitted entry or re-entry by the Landlord upon the Leased Premises, peaceably leave and surrender the Leased Premises into the possession and use of the Landlord without fraud or delay in good order, condition and repair without violations, reasonable wear and tear and casualty excepted. If the Tenant has made additions, alterations
or modifications to the Leased Premises, at the request of the Landlord, the Tenant shall remove such additions, alterations or modifications, at its expense, upon such surrender.

18. **Prior Agreements; Amendments.** Any prior agreements, written or verbal, not herein contained are null and void and no longer in effect. Any changes to this Lease, which are mutually agreed upon by and between the Parties, must be incorporated in written form to this Agreement.

19. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

_End of Lease. Signature Page Follows._
IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:

CITY OF CHARLESTON

By:

____________________________

John J. Tecklenburg
Its: Mayor

____________________________

Date: _________________, 2022

Witness

Signed, Sealed and Delivered in the Presence of:

CITY OF FOLLY BEACH

By:

____________________________

Tim Goodwin
Its: Mayor

____________________________

Date: _________________, 2022

Witness
EXHIBIT A

The Leased Premises is located at 2150 Milford Street, Charleston, SC and as further indicated by the GPS points in the picture below. Tenant acknowledges that this depiction does not represent the current condition of the property and is only used to show the Leased Premises.
**COMMITTEE ON REAL ESTATE**
**GENERAL FORM**

**TO:** Committee on Real Estate  
**DATE:** March 25, 2022

**FROM:** Melissa Cruthirds  
**DEPT:** Legal

**ADDRESS:** 645 Meeting Street

**TMS:** 463-16-02-039

**PROPERTY OWNER:** City of Charleston

Ordinance to authorize the Mayor to execute an easement granting to Dominion an easement over a lot of land containing 1.05 acres, more or less, and being the same lands conveyed to Grantor by deed of South Carolina Department of Transportation, dated or recorded 04/18/2007, and filed in the Register of Deeds office for Charleston County in Deed Book N622 at Page 624. This plot is addressed 645 Meeting Street, and the easement is to permit installation and maintenance of underground electrical lines in order to create an electrical loop servicing 645, 649, and 651 Meeting Street and to allow for the conversion of overhead to underground cables north of 651 Meeting Street.

**ACTION REQUEST:**

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

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

<table>
<thead>
<tr>
<th>Department Head</th>
<th>Signature</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Department</td>
<td></td>
<td>[ ]</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td></td>
<td>[ ]</td>
</tr>
<tr>
<td>Director Real Estate Management</td>
<td></td>
<td>[ ]</td>
</tr>
</tbody>
</table>

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

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

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

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

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A UTILITY EASEMENT, APPROVED AS TO FORM BY THE OFFICE OF CORPORATION COUNSEL, TO DOMINION ENERGY SOUTH CAROLINA, INC., ENCUMBERING A PORTION OF THE CITY’S REAL PROPERTY DESIGNATED AS CHARLESTON COUNTY TMS NO. 463-16-02-039, COMMONLY KNOWN AS 645 MEETING STREET, WITHIN THE RIGHT OF WAY SHOWN ON DRAWING D-84391, TO PERMIT INSTALLATION AND MAINTENANCE OF UNDERGROUND ELECTRICAL LINES IN ORDER TO CREATE AN ELECTRICAL LOOP SERVICING 645, 649, AND 651 MEETING STREET AND TO ALLOW FOR THE CONVERSION OF OVERHEAD TO UNDERGROUND CABLES NORTH OF 651 MEETING STREET AS SHOWN ON DRAWING D-84391.

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City an electrical easement, approved as to form by the Office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City’s real property designated as Charleston County TMS No. 463-16-02-039, commonly known as 645 Meeting Street, within the Right of Way shown on Drawing D-84391, to permit installation and maintenance of underground electrical lines in order to create an electrical loop servicing 645, 649, and 651 Meeting Street and to allow for the conversion of overhead to underground cables north of 651 Meeting Street as shown on Drawing D-84391.

Section 2. That this Ordinance shall become effective upon ratification.

Ratified in City Council this ___ day of ___, in the year of Our Lord, 2022, in the 246th Year of the Independence of the United States of America.

By: ______________________
    John J. Tecklenburg, Mayor

ATTEST: By: ______________________
         Jennifer Cook
         Clerk of Council
Easement # 903056

INDENTURE, made this _______ day of ______________, 2022 by and between City of Charleston of the County of Charleston and State of South Carolina, hereinafter called “Grantor” (whether singular or plural), and the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called “Grantee”.

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantor, being the owner of land situate in the County of Charleston, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an underground electric line or lines consisting of any or all of the following: conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a lot of land containing 1.05 acres, more or less, and being the same lands conveyed to Grantor by deed of South Carolina Department of Transportation, dated or recorded 4/18/2007, and filed in the Register of Deeds office for Charleston County in Deed Book N622 at Page 624.

The Right of Way is generally shown on Dominion Energy South Carolina, Inc. drawing #D-84391, and is by reference made a part hereof, with the actual final Right of Way to be determined by the facilities as installed in accordance with the easement. A Dominion Energy South Carolina, Inc. drawing, approved by the Grantor, its successors or assigns, will provide authorization for revisions and or future lines.

TMS: 463-16-02-039  Meeting St & Cool Blow St

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgear or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words “Grantor” and “Grantee” shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

City of Charleston

By: ____________________________

Print: __________________________

Title: __________________________

1st Witness

2nd Witness

RW-4-E-SC (Rev. 4-2019)
Easement # 903056

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA  
COUNTY OF Charleston

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named, of City of Charleston, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of ______________, 2022

__________________________________________
Signature of Notary Public State of SC

My commission expires: ______________

__________________________________________
Print Name of Notary Public

RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC

Line: 645/649/651 Meeting St – OH to UG Conversion
County: Charleston
R/W File Number: 25453
Grantor(s): City of Charleston

Return to: Dominion Energy South Carolina, Inc.
Right-of-Way
2392 West Aviation Avenue MC: CH-29
North Charleston, SC 29406
COMMITTEE ON WAYS AND MEANS
GENERAL FORM

TO: Committee on Ways and Means
DATE: April 1, 2022

FROM: Julia P. Copeland
DEPT: Legal

ACTION REQUEST: An ordinance to close and abandon Ackerman Court, subject to the consent of the adjoining property owner.

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

Signature
Attachments

Corporation Counsel
Chief Financial Officer
Cap. Proj. Comte. Chair

FUNDING: Was funding needed? Yes ☐ No ☒
If yes, was funding previously approved?* Yes ☐ No ☒

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

NEED: Identify any critical time constraint(s).
AN ORDINANCE

TO CLOSE AND ABANDON ACKERMAN COURT AND AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY ONE OR MORE QUITCLAIM DEEDS AND ANY OTHER NECESSARY DOCUMENTS, APPROVED AS TO FORM BY THE OFFICE OF CORPORATION COUNSEL, TO QUITCLAIM EQUAL PORTIONS TO THE ADJACENT PROPERTY OWNERS, SUBJECT TO ANY AND ALL EASEMENTS AND UTILITIES.

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

Section 1. That Ackerman Court is hereby closed and abandoned.

Section 2. That the Mayor is hereby authorized to execute on behalf of the City one or more quitclaim deeds and other necessary documents, approved as to form by the Office of Corporation Counsel, to quitclaim a portion of the road, as shown on Exhibit 1, attached hereto and incorporated herein by reference (the “Property”), to the record owner(s) of Charleston County TMS No. 460-08-02-115, subject to any easements or utilities, and the remaining portion to the record owner(s) of Charleston County TMS Nos. 460-08-02-111, 460-08-02-112, 460-08-02-113 and 460-08-02-114 subject to any easements or utilities.

Section 3. This Ordinance shall become effective upon three readings and receipt by the City from Evening Post Industries of all applicable fees, including but not limited to recording fees and deed stamps, associated with the quitclaim deeds.

Ratified in City Council this ___ day of ___ in the year of Our Lord, 2022, in the 246th Year of the Independence of the United States of America.

By: ______________________________
    John J. Tecklenburg, Mayor

ATTEST: By: ______________________________
    Jennifer Cook
    Clerk of Council
A RESOLUTION

WHEREAS, Charleston County Council adopted the Comprehensive Greenbelt Plan on June 6, 2006, which provides for the preservation of open space within Charleston County (the "Greenbelt Plan"); and

WHEREAS, the Transportation "half-cent" Sales Tax referendum funds generated to support the Greenbelt Plan were used to protect over 22,000 acres of land, including more than 9,300 acres purchased for future public parks and greenspaces; and

WHEREAS, the citizens of Charleston County approved a second one-half penny sales tax for roads, mass transit and greenbelts in 2016; and

WHEREAS, this second referendum is expected to provide an additional $210 million for the Greenbelt Programs over a 25-year period, said funds to be allocated per the plan approved by County Council; and

WHEREAS, in accordance with the application process established by Charleston County for the approval of funds for the Greenbelt Plan, the City of Charleston desires to support a Charleston County Greenbelt Program application filed by the Lowcountry Land Trust, in conjunction with Charleston Aviation Authority, to provide a conservation easement of that certain property within Charleston County more commonly known as, Oakville, containing an estimated 94 acres, bearing TMS # 317-00-00-007 and a portion of 317-00-00-011, located at the Urban Growth Boundary on Johns Island in Charleston, South Carolina; and

WHEREAS, this application and its intended goals are consistent with the City-adopted 2019 Dutch Dialogues Final Report, the Dutch Dialogues land use recommendations for Johns Island, the 2021 Land and Water Analysis for the 2021 update to the City of Charleston Comprehensive Plan, the draft City of Charleston Comprehensive Plan, and the 2019 City of Charleston Flooding and Sea Level Rise Strategy; and

WHEREAS, the City desires to support the protection of the Oakville tract more fully described above, so that upon placement of the conservation easement, the property shall be perpetually protected as open space and shall act as a critical nature-based flood mitigation in the Burden Creek watershed, protect wildlife habitat and water quality, preserve Johns Island’s unique cultural and historic resources and help ensure the safety and quality of life of the citizens, residents and visitors of Charleston County.

WHEREAS, on October 12, 2021 the City approved a resolution to support the Lowcountry Land Trust’s Greenbelt Program application to provide a conservation easement on the Oakville tract more fully described above.

WHEREAS, the Lowcountry Open Land Trust secured an additional $500,000.00 in funding from the South Carolina State Conservation Bank to fund half of the $1,000,000.00 conservation easement and that the landowner, the Charleston County Aviation Authority, has provided a $3,900,000.00 donation of land
value for said parcels based on a preliminary appraisal valuing the conservation easement at $4,900,000.00 by the Hartnett Realty Company in August of 2021.

WHEREAS, the Greenbelt Advisory Board Sub-Committee approved the Lowcountry Land Trust’s Greenbelt application for City of Charleston Urban Greenbelt funds for a total of $514,870.00 which will be presented to County Council for approval based on this resolution by the City of Charleston to approve the use of the City’s Urban Greenbelt funds for this easement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, IN COUNCIL ASSEMBLED, APPROVES THE USE OF $514,870.00 OF THE CITY OF CHARLESTON’S URBAN GREENBELT FUNDS TO PROVIDE FOR A CONSERVATION EASEMENT FOR THE OAKVILLE TRACT.

The above Resolution shall become effective immediately upon its adoption by City Council.

Done this ___ day of ___ 2022

______________________________
John J. Tecklenburg, Mayor
City of Charleston
A RESOLUTION

WHEREAS, Charleston County Council adopted the Comprehensive Greenbelt Plan on June 6, 2006, which provides for the preservation of open space within Charleston County (the “Greenbelt Plan”); and

WHEREAS, the Transportation “half-cent” Sales Tax referendum funds generated to support the Greenbelt Plan were used to protect over 22,000 acres of land, including more than 9,300 acres purchased for future public parks and greenspaces; and

WHEREAS, the citizens of Charleston County approved a second one-half penny sales tax for roads, mass transit and greenbelts in 2016; and

WHEREAS, this second referendum is expected to provide an additional $210 million for the Greenbelt Programs over a 25-year period, said funds to be allocated per the plan approved by County Council; and

WHEREAS, in accordance with the application process established by Charleston County for the approval of funds for the Greenbelt Plan, the City of Charleston desires to support a Charleston County Greenbelt Program application filed by the Lowcountry Land Trust, in conjunction with Charleston Aviation Authority, to provide a conservation easement of that certain property within Charleston County more commonly known as, Oakville, containing an estimated 94 acres, bearing TMS # 317-00-00-07 and a portion of 317-00-00-011, located at the Urban Growth Boundary on Johns Island in Charleston, South Carolina; and

WHEREAS, this application and its intended goals are consistent with the City-adopted 2019 Dutch Dialogues Final Report, the Dutch Dialogues land use recommendations for Johns Island, the 2021 Land and Water Analysis for the 2021 update to the City of Charleston Comprehensive Plan, the draft City of Charleston Comprehensive Plan, and the 2019 City of Charleston Flooding and Sea Level Rise Strategy; and

WHEREAS, the City desires to support the protection of the Oakville tract more fully described above, so that upon placement of the conservation easement, the property shall be perpetually protected as open space and shall act as critical nature-based flood mitigation in the Burden Creek watershed, protect wildlife habitat and water quality, preserve Johns Island’s unique cultural and historic resources and help ensure the safety and quality of life of the citizens, residents and visitors of Charleston County.
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, IN COUNCIL ASSEMBLED, THAT THE CITY SUPPORTS THE SUBMITTAL OF AN APPLICATION BY THE LOWCOUNTRY LAND TRUST, IN CONJUNCTION WITH CHARLESTON AVIATION AUTHORITY, TO CHARLESTON COUNTY TO PROVIDE FOR A CONSERVATION EASEMENT FOR THE OAKVILLE TRACT.

The above Resolution shall become effective immediately upon its adoption by City Council.

Done this 17th day of October 2021

John J. Tecklenburg, Mayor
City of Charleston
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTIES KNOWN AS 1890 AND 1886 ASHLEY RIVER ROAD AND 1407 ADELE ST (0.35 ACRE) (TMS# 351-07-00-027, 028 AND 048), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 7. THE PROPERTIES ARE OWNED BY THE CHARLESTON REDEVELOPMENT CORPORATION.

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

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

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

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

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

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described properties be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 7 of the City of Charleston, to wit:

SAID PROPERTIES to be annexed, 1890 and 1886 Ashley River Road and 1407 Adele St, (0.35 acre) are identified by the Charleston County Assessors Office as TMS# 351-07-00-027, 028 and 048 (see attached map) and includes all public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _______ day of
______________, in the Year of Our Lord,
______________, in the 246th Year of the Independence of
the United States of America.

By:

______________________________
John J. Tecklenburg
Mayor

Attest: _________________________
Jennifer Cook
Clerk of Council
## Annexation Profile

**Parcel Address:** 1890 and 1886 Ashley River Road, 1407 Adele Street  
**Owner Names:** Charleston Redevelopment Corporation  
**Parcel ID:** 35107000027  
**35107000028, 048**  
**Mailing Address:** P.O. Box 21299, Charleston, SC 29413  
**City Area:** West Ashley  
**Subdivision:** Anerum Hill  
**Council District:** 7  
**Within UGB:** Yes

**Presented to Council:** 4/12/2022  
**Status:** Received Signed Petition  
**Year Built:**  
**Number of Units:** 0  
**Number of Persons:** 0  
**Race:** Vacant  
**Acreage:** 0.35  
**Current Land Use:** Vacant  
**Current Zoning:** OD_ARRC_CC (NC and GO), R-4  
**Requested Zoning:** Not specified  
**Recommended Zoning:** TBD  
**Appraised Value:** $264,375.00  
**Assessed Value:** $15,860.00  
**Stormwater Fees:** To Be Calculated

<table>
<thead>
<tr>
<th>Public Service</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>Located in existing service area - Team 4</td>
</tr>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 16</td>
</tr>
</tbody>
</table>

| Sanitation | Located in existing service area. One additional stop. |
| Storm Water | Contiguous to existing service area. |
| Streets and Sidewalks | Additional City-maintained right-of-way |

**Traffic and Transportation**

| Signalization | None |
| Signage | None |
| Pavement Markings | None |

**Charleston Water System**

| CWS service area. |

**Planning**

| Urban Growth Line | Property is an undeveloped site within the line. |
| City Plan | Suburban |
| Elevation Range | 15-18 ft |

**Parks**

| Already being served. |

**Notes/Comments:**

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

Location: West Ashley

Property Address: 1890 and 1886 Ashley River Rd, 1407 Adele St

Tax Map # (TMS): 3510700027, 028 & 048

Area (Acres): approx 0.35

Council District: 7
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately Q.H acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 361-0200-027 (Address: 1888 Ashley River Rd.).

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

FREEHOLDERS (OWNERS) SIGNED               DATE OF SIGNATURE
Charleston Redevelopment Corporation

(Signature)                                     3/31/22
By: FA Johnson, II
Its: CEO

(Date)

(Print Name)

(Signature)

(Date)

(Print Name)
STATE OF SOUTH CAROLINA  )  
COUNTY OF CHARLESTON  )  

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately 0.11 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 351-0100-028 (Address: 1890 Ashley River Rd.).

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

FREETHOLDERS (OWNERS) SIGNED  
Charleston Redevelopment Corporation  

(Signature)  
By: FA Johnson, II  
Its: CEO  

(Date)  

(Print Name)

(Signature)  

(Date)

(Print Name)
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately 0.13 acres) to be annexed is
identified by the Charleston County Assessors Office as Property Identification Number: TMS#
361-0700-048 (Address: 1407 Adele St.).

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

FREEHOLDERS (OWNERS) SIGNED
Charleston Redevelopment Corporation

(Signature) By: FA Johnson, II
(Print Name) Its: CEO

DATE OF SIGNATURE
3/31/22
(Date)

(Signature)
(Date)

(Print Name)
April 6, 2022

Mayor John Tecklenburg and Members of City Council
c/o Ms. Vanessa Turner Maybank
80 Broad Street
Charleston, SC 29401

RE: Annexation petition
1888 Ashley River Road
1890 Ashley River Road
1407 Adel Street

Dear Mayor Tecklenburg and Members of City Council:

The April 12, 2022 City Council agenda includes a petition of annexation for three properties located in West Ashley into the City of Charleston. The Charleston Redevelopment Corporation ("CRC") strongly recommends approval of this petition.

As you are aware, the CRC is a non-profit organization formed by the City of Charleston, the Historic Charleston Foundation and the Charleston Housing Authority. The CRC focuses on the development and maintenance of affordable housing in the Charleston area and helps secure local, state and national funding for long-term housing affordability. The CRC includes the Palmetto Community Land Trust, which places land in long-term trust protection to ensure affordability and accessibility for future generations. Since 2019 the CRC has acquired Sea Islands Apartments on Johns Island, and the North Central Apartments downtown. The organization has constructed new single family homes in Rosemont and Maryville/Ashleyville, and is financing numerous other projects throughout the City.

The CRC owns the three properties and plans to develop them into affordable housing options.

Thank you for your consideration of this request. We appreciate the City’s support of efforts to enhance affordable housing in Charleston.

Sincerely,

Eli Poliakoff
Chairman, Board of Directors
Charleston Redevelopment Corporation
Palmetto Community Land Trust

F.A. Johnson II
Chief Executive Officer
Charleston Redevelopment Corporation
Palmetto Community Land Trust
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2158 AND 2154 WESTRIVERS ROAD (0.48 ACRE) (TMS# 343-01-00-115; 136), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY RYAN AND LAUREN FOGELGREN.

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

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

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

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

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

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

SAID PROPERTY to be annexed, 2158 and 2154 Westrivers Road, (0.48 acre) is identified by the Charleston County Assessors Office as TMS# 343-01-00-115, 133 (see attached map) and includes all public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of ____________, in the Year of Our Lord, ____________, in the 246th Year of the Independence of the United States of America.

By: ____________________________________________

John J. Tecklenburg
Mayor

Attest: ____________________________________________

Jennifer Cook
Clerk of Council
# Annexation Profile

Parcel Address: 2158 and 2154 Westrivers Road

Owner Names: Ryan and Lauren Fogelgren

Parcel ID: 3430100115

Mailing Address: 2158 Westrivers Rd
City Area: James Island
Subdivision: Riverland Terrace
Council District: 11
Within UGB: Yes

Presented to Council: 4/12/2022
Status: Received Signed Petition
Year Built: 1930
Number of Units: 1
Number of Persons: 3
Race: Caucasian
Acreage: 0.48
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $828,618.00
Assessed Value: $24,040.00
Stormwater Fees: To Be Calculated

## Police
Located in existing service area - Team 3

## Fire
Located in existing service area - Station 13

## Public Service

<table>
<thead>
<tr>
<th>Service</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitation</td>
<td>Located in existing service area. One additional stop.</td>
</tr>
<tr>
<td>Storm Water</td>
<td>Contiguous to existing service area.</td>
</tr>
<tr>
<td>Streets and Sidewalks</td>
<td>Additional State-maintained right-of-way</td>
</tr>
</tbody>
</table>

## Traffic and Transportation

<table>
<thead>
<tr>
<th>Feature</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signalization</td>
<td>None</td>
</tr>
<tr>
<td>Signage</td>
<td>None</td>
</tr>
<tr>
<td>Pavement Markings</td>
<td>None</td>
</tr>
</tbody>
</table>

## Charleston Water System
CWS provides water. James Island PSD provides sewer.

## Planning

<table>
<thead>
<tr>
<th>Feature</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban Growth Line</td>
<td>Property is a developed site within the line.</td>
</tr>
<tr>
<td>City Plan</td>
<td>Suburban</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>19-22 ft</td>
</tr>
<tr>
<td>Parks</td>
<td>Already being served.</td>
</tr>
</tbody>
</table>

## Notes/Comments:

The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located on James Island (approximately .48 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3430100115 & 3430100136
(Address: 2154 & 2158 Westrivers Road, Charleston SC 29412).

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

FREEHOLDERS (OWNERS) SIGNED

(Signature)

Ryan Fogelgren
(Print Name)

(Signature)

Lauren Fogelgren
(Print Name)

DATE OF SIGNATURE

4/1/2022
(Date)
Annexation Map

Location: James Island
Property Address: 2153, 2158 and 2154 Westrivers Rd
Tax Map # (TMS): 3430600209, 3430100115 and 136
Area (Acres): approx 0.72
Council District: 11
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2153 WESTRIVERS ROAD (0.24 ACRE) (TMS# 343-06-00-209), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY NICHOLAS AND MARTHA KLOSSIS.

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

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

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
C) The area comprising the said property is contiguous to the City of Charleston.

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

SAID PROPERTY to be annexed, 2153 Westrivers Road, (0.24 acre) is identified by the Charleston County Assessors Office as TMS# 343-06-00-209, (see attached map) and includes all public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of____________________ in the Year of Our Lord,____________________ in the 246th Year of the Independence of the United States of America.

By:

__________________________
John J. Tecklenburg
Mayor

Attest:

__________________________
Jennifer Cook
Clerk of Council
# Annexation Profile

**Parcel Address:** 2153 Westrivers Road  
**Presented to Council:** 4/12/2022  
**Status:** Received Signed Petition  
**Year Built:** 2021  
**Number of Units:** 1  
**Number of Persons:** 3  
**Race:** Caucasian  
**Acreage:** 0.24  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-1  
**Recommended Zoning:** SR-1  
**Appraised Value:** $285,000.00  
**Assessed Value:** $11,400.00  
**Stormwater Fees:** To Be Calculated

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitation</td>
</tr>
<tr>
<td>Storm Water</td>
</tr>
<tr>
<td>Streets and Sidewalks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Traffic and Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signization</td>
</tr>
<tr>
<td>Signage</td>
</tr>
<tr>
<td>Pavement Markings</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Charleston Water System</th>
</tr>
</thead>
<tbody>
<tr>
<td>CWS provides water. James Island PSD provides sewer.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Planning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban Growth Line</td>
</tr>
<tr>
<td>City Plan</td>
</tr>
<tr>
<td>Elevation Range</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Already being served.</td>
</tr>
</tbody>
</table>

**Notes/Comments:**

---

**City Plan Recommendation:** The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON   )
) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located on James Island (approximately 0.24 acres) to be annexed is
identified by the Charleston County Assessors Office as Property Identification Number: TMS#
343-06-00-209
(Address: 2153 Westrivers Road Charleston, SC 29412)

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

FREEHOLDERS (OWNERS) SIGNED  DATE OF SIGNATURE
Nicholas Victor Kliossis  3/31/2022
(Memorial)
(Mmaretha Lee Kliossis)
(Print Name)  (Date)
(Signature)
(Print Name)
Annexation Map

Location: James Island

Property Address: 2153, 2158 and 2154 Westrivers Rd

Tax Map # (TMS): 3430600209, 3430100115 and 136

Area (Acres): approx 0.72

Council District: 11
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2931 MAYBANK HIGHWAY (0.61 ACRE) (TMS# 313-00-00-092), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. THE PROPERTY IS OWNED BY HCC HOLDINGS, LLC.

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

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

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

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

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

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

SAID PROPERTY to be annexed, 2931 Maybank Highway, (0.61 acre) is identified by the Charleston County Assessors Office as TMS# 313-00-00-092, (see attached map).

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ______day of ________ in the Year of Our Lord, ________, in the 246th Year of the Independence of the United States of America.

By: ____________________________________________________________________________________

John J. Tecklenburg
Mayor

Attest: ________________________________________________________________________________

Jennifer Cook
Clerk of Council
Parcel Address: 2931 Maybank Highway

Owner Names: HCC Holdings, LLC

Parcel ID: 3130000092

Mailing Address: P.O. Box 351
City Area: Johns Island
Subdivision:
Council District: 5
Within UGB: Yes

Presented to Council: 4/12/2022
Status: Received Signed Petition
Year Built: 1950
Number of Units: 1
Number of Persons: 0
Race: Vacant
Acreage: 0.61
Current Land Use: Vacant Residential
Current Zoning: OD_MHC (LC)
Requested Zoning: CT
Recommended Zoning: CT
Appraised Value: $177,500.00
Assessed Value: $10,650.00
Stormwater Fees: To Be Calculated

<table>
<thead>
<tr>
<th>Public Service</th>
<th>Located in existing service area - Team 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Located in existing service area - Station 17</td>
</tr>
<tr>
<td>Sanitation</td>
<td>Located in existing contract area. One additional stop.</td>
</tr>
<tr>
<td>Storm Water</td>
<td>Contiguous to existing service area.</td>
</tr>
<tr>
<td>Streets and Sidewalks</td>
<td>No additional City-maintained right-of-way</td>
</tr>
</tbody>
</table>

Traffic and Transportation
Signalization: None
Signage: None
Pavement Markings: None

Charleston Water System
St. Johns Water Service Area, CWS Sewer Service Area.

Planning
Urban Growth Line: Property is a developed site within the line.
City Plan: Neighborhood Edge
Elevation Range: 20-24 ft

Parks: Already being served.

Notes/Comments:
The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located on Johns Island (approximately 0.61 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 313-00-00-092 (Address: 2931 Maybank Hwy Johns Island, SC 29455).

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

FREEHOLDERS (OWNERS) SIGNED

Nicholas Victor Kliossis
(Print Name)

Emory Grant Story
(Print Name)

DATE OF SIGNATURE
3/31/2022
(Date)

3/31/2022
(Date)
Annexation Map

Location: Johns Island
Property Address: 2931 Maybank Hwy
Tax Map # (TMS): 3130000092
Area (Acres): approx 0.61
Council District: 5