

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 April 21, 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. March 24, 2025

C. Request to Set a Public Hearing

1. Request for public hearing on the proposed abandonment of Scott Island Court.

D. Old Business

None

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

1. **Cainhoy Del Webb Phase 1** – Wright Brothers Dr. (R/W varies), Cordwood Ct. (50' R/W), Shelterwood Ct. (50' R/W), Bay Strip Dr. (53' R/W), Clements Ridge Dr. (R/W varies), Bark Beetle Circle (50' R/W), Caliper St. (50' R/W)

- a. Title to Real Estate
- b. Exclusive Stormwater Drainage Easement Agreement
- c. Affidavit for Taxable or Exempt Transfers
- d. Plat

2. **Daniel Island Northern Parcel FF Phase 2A** – Hartley St. (50' R/W)

- a. Title to Real Estate
- b. Exclusive Stormwater Drainage Easement Agreement
- c. Affidavit for Taxable or Exempt Transfers
- d. Plat

3. Authorization to notify SCDOT that the City intends to accept maintenance of approximately 660 LF of Granite Curb and 2350 SF of Concrete Sidewalk on King Street (S-104), 190 LF of Granite Curb and 1330 SF of Concrete Sidewalk on St. Philip Street (S-10-106), and 60 LF of Granite Curb and 510 SF of Concrete Sidewalk on Spring Street (S-10-3)in conjunction with the Peninsula of Charleston Project Site.

4. Acceptance of a temporary construction easement on TMS No. 358-08-00-067 for the purpose of stabilizing the existing drainage channel.

**F. Temporary Encroachments Approved by the Department of Development Services
(For information only)**

- 1. **2367 Lenwick Hall Lane.** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
- 2. **200 Captains Island Dr.** – Installing irrigation encroaching into City right of way. This encroachment is temporary
- 3. **2155 Kemmerlin St.** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
- 4. **23 Dalton St.** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary
- 5. **200 Meeting St, Suite 2 (Thai Zapp)** – Installing awning encroaching into City right of way. This encroachment is temporary
- 6. **350 Henslow Drive (The Henslow).** – Installing monument signs encroaching into City right of way. This encroachment is temporary

G. Public Service Department Update

- 1. Director Updates

H. Permanent Encroachments:

- 1. Request for Permanent Encroachment:

111 Beresford Creek St – Garage roof overhang on an addition encroaching over drainage easement by 12". Existing garage roof overhang before addition encroaches over drainage easement by 12". This encroachment is permanent.

I. Stormwater Management Department Update

1. MUSC Pump Station Upfit – Design Progress and Next Actions
2. USACE Environmental Infrastructure Funding – Brick Arch and Dupont Wappoo Projects
3. Church Creek Bridge Pointe Flood Storage Project – Update on Construction Progress

J. Miscellaneous Business

1. Just Corridor Concept – Presentation by Mika Gadsden, Director of Sustainability
2. HMGP – Flood Communications and Data Grant

(7.)

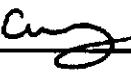
Petition to abandon Scott Island Court Road

To whom it may concern:

My name is Aaron Youmans and I purchased a lot to build a home for my family at 1 Scott Island Court TMS #311-00-00-302. I have the property purchased under 1 Scott Island Court LLC. I own the entire small island and no other properties are located on Scott Island Court Road. The road is not needed and causing an issue building a home due to the city having a requirement to be 50 ft from the curb of the road to the front of home. I'm petitioning to have the road abandoned so I can put a paver driveway in and not have such restriction on what I can build. Removing the road would allow us to be able to move the house forward and have a more appropriate lot to build on. I'm limited on what I can do in the back due to a 10' and a 25' critical line buffer from the marsh. The buildable space on the lot is an odd size and abandoning the road would solve my issues and allow to build a home for my family without being extremely limited with what can be built. I appreciate your time and consideration.

Thank you,

Aaron Youmans

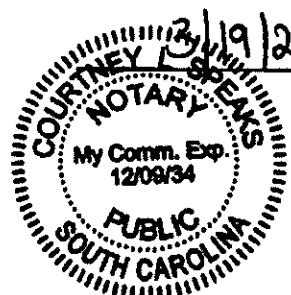


Signature

Courtney L. Speaks Notary Public Signature

Courtney L. Speaks Notary Print Name

12/9/34 Notary Expiration Date



Date Signed

(Seal)

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF BERKELEY)

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

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley, State of South Carolina, identified as Clements Ridge Drive, Sawtimber Street, Bark Beetle Circle, Wright Brothers Drive, Cordwood Court, Bay Strip Drive, Caliper Street, and Shelterwood Street, as shown and designated on that certain plat entitled, "FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 262-00-00-064 (160.915 AC) TO CREATE CAINHOY DEL WEBB PHASE 1 CONTAINING 174 LOTS (30.288 AC), H.O.A. AREAS (103.867 AC), RIGHT OF WAYS (13.708 AC), PUMP STATION (0.095 AC), AND RESIDAUL TRACT (12.957) PROPERTY OF PULTE HOME COMPANY, LLC, LOCATED IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA," prepared by Richard D. Lacey (SCPLS No. 16120), dated and recorded on _____, 2025, as Instrument No. _____ through _____ in the Register of Deeds Office for Berkeley County, South Carolina. Said pieces, parcels, lots, or tracts of land having such size, shape, dimensions, buttings and boundings as will by reference to the said plat more fully appear.

This being a portion of the property conveyed to Grantor by deed Seven Sticks, LLC dated December 16, 2022, and recorded December 19, 2022 in Book 4442, at Pages 553-560 in the Office of the Register of Deeds for Berkeley County.

Grantee's Mailing Address:

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

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

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

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

WITNESS Grantor's Hand and Seal this _____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

PULTE HOME COMPANY, LLC

Witness #1
Print Name: _____

By: John Gering
Its: Division Director of Land Planning &
Entitlements

Witness #2
Print Name:

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me (the undersigned notary) by John Gering, the Division Director of Land Planning & Entitlements for PULTE HOME COMPANY, LLC, on the _____ day of _____, 2025.

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

SEAL OF NOTARY

STATE OF SOUTH CAROLINA) **EXCLUSIVE STORMWATER**
) **DRAINAGE EASEMENTS AGREEMENT**
COUNTY OF BERKELEY) **(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 PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Pulte"), and SEVEN STICKS, LLC, a South Carolina limited liability company ("Seven Sticks", referred together with Pulte as "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 (collectively, the "Stormwater System") over, under, across, and through Grantor's property, with said Stormwater System to encumber Grantor's property in the areas particularly described and identified in Exhibit A, attached hereto and incorporated herein by reference (the "Easement Areas");

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;

WHEREAS, Pulte and the City intend to enter into a Public Infrastructure Bonding Agreement (the "Bond Agreement") prior to or following the date of this Agreement with respect to the construction by Pulte of public infrastructure;

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 Easement Areas necessary to install, expand, and/or maintain the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived 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, and the Bond Agreement, 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; Modification. The parties' rights and obligations contained herein shall run with the title to the Easement Areas and inure to the benefit of, and shall be binding upon, the City and Grantor and their respective successors and assigns, including, without limitation, subsequent owners of the Easement Areas. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.

Subject to the terms stated herein, both Pulte and Seven Sticks agree that this Agreement is subject to modification for the purpose of modifying the description of the Easement Areas as described on the Plat referenced on the Exhibit A so that such locations comport with the actual location of such areas following the completion of construction. However, the City will not have the right to require any modification to this Agreement for such purpose after the date that is two (2) years following the recordation dated of the Plat referenced on the Exhibit A. Further, any modification of this Agreement will not result in a change in the location of an Easement Area that is more than 10 feet from the boundaries of the Easement Area as described on the Plat referenced on the Exhibit A.

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 A, 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. Backfilling. Prior to backfilling of any stormwater systems within the right-of-way and Easement Areas, Pulte or Seven Sticks (as applicable) must receive written approval from the Grantee of the location of stormwater systems relative to the boundaries of the rights-of-way and drainage easements. To facilitate the Grantee's approval, Pulte or Seven Sticks (as applicable) must have the right-of-way and drainage easement boundaries staked out within the applicable Easement Area to allow the Grantee to fully assess the location of the Stormwater System relative to the rights-of-way and easement boundaries.
8. Title. Pulte hereby represents and warrants as follows: (1) Pulte holds fee simple title to the portions of the Easement Areas identified on the Plat refenced on Exhibit A as located within lands owned by Pulte; 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 Pulte's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Pulte's ability to enter into this Agreement, that Pulte has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Pulte to enter into this Agreement. In exchange for the consideration described in this Agreement, Pulte 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 Pulte to comply with the terms of any and all such Instruments.
Seven Sticks hereby represents and warrants as follows: (1) Seven Sticks holds fee simple title to the portions of the Easement Areas identified on the on the Plat refenced on Exhibit A as located within lands owned by Seven Sticks; 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 Seven Sticks' ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Seven Sticks' ability to enter into this Agreement, that Seven Sticks has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Seven Sticks to enter into this Agreement. In exchange for the consideration described in this Agreement, Seven Sticks 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 Seven Sticks to comply with the terms of any and all such Instruments.
9. 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.
10. 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.

Without limiting the foregoing and with respect to the obligations of Pulte stated herein, this Agreement shall not supersede or amend the Bond Agreement.

11. 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.
12. Miscellaneous. Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Drainage Easements to the City. This Agreement shall not bind the City unless and until the Drainage Easements are accepted by the City Council of Charleston.
13. 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 Drainage Easements are accepted by the City Council of Charleston.
14. Effective Date. Upon approval and recording of the Plat referenced on Exhibit A showing the Drainage Easements, this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements 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 Drainage Easements rights and privileges above described unto the Grantee, its successors and assigns forever.

And Pulte hereby binds Pulte and Pulte's successors and assigns to warrant and forever defend all and singular Drainage Easements rights and privileges unto the Grantee, its successors and assigns, against Pulte and Pulte's successors and assigns, and against all persons whomsoever lawfully claiming or to claim the same or any part thereof with respect to the portions of the Easement Areas identified on the Plat refenced on Exhibit A that are located within lands owned by Pulte.

And Seven Sticks hereby binds Seven Sticks and Seven Sticks' successors and assigns to warrant and forever defend all and singular Drainage Easements rights and privileges unto the Grantee, its successors and assigns, against Seven Sticks and Seven Sticks' successors and assigns, and against all persons whomsoever lawfully claiming or to claim the same or any part thereof with respect to the portions of the Easement Areas identified on the Plat refenced on Exhibit A that are located within lands owned by Seven Sticks.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

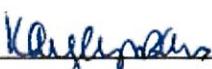
IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:



Print Name: WALT MARTIN

Witness #1



Print Name: Kaylyn Bars

Witness #2

STATE OF S. Carolina)

COUNTY OF Charleston)

GRANTOR: PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: 

Print Name: MATTHEW RAINES

Its: DIVISION PRESIDENT

Date: _____

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by
 vs Kaylyn Bars Matthew Raines the Division President, of
Pulte Home Co., on this 19 day of March, 2025.

Signature: Kaylyn Bars

Print Name of Notary: Kaylyn Bars

Notary Public for S. Carolina

My Commission Expires: 10/2/30

SEAL OF NOTARY



[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:

Cynthia Speth Morton
Print Name: Cynthia Speth Morton
Witness # 1

Angela McAlister
Print Name: Angela McAlister
Witness #2 Angela McAlister

STATE OF South Carolina)
COUNTY OF Charleston)

GRANTOR: SEVEN STICKS, LLC, a
South Carolina limited liability company

By: Peter Lawson-Johnston II
Print Name: Peter Lawson-Johnston II
Its: Manager
Date: March 20, 2025

The foregoing instrument was acknowledged before me (the undersigned notary) by Peter Lawson-Johnston II, the Manager, of Seven Sticks, LLC, a South Carolina limited liability company, on this 20 day of March, 2025.

Signature: Cynthia Speth Morton
Print Name of Notary: Cynthia Speth Morton
Notary Public for South Carolina
My Commission Expires: October 25, 2028

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: _____

Print Name: _____

Witness #1

Its: _____

Date: _____

Print Name: _____

Witness #2

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON)

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

[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, "FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 262-00-00-064 (160.915 AC) TO CREATE CAINHOY DEL WEBB PHASE I CONTAINING 174 LOTS (30.288 AC), H.O.A. AREAS (103.867 AC), RIGHT OF WAYS (13.708 AC), PUMP STATION (0.095 AC), AND RESIDUAL 'TRACT' (12.957 AC), PROPERTY OF PULTE HOME COMPANY, LLC, LOCATED IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA," prepared by Richard D. Lacey (SCPLS No. 16120) of HLA, Inc. Engineering and Land Surveying, dated April 24, 2023, last revised on the date shown thereon, and recorded on _____, in Instrument No. _____ through

_____ in the Register of Deeds Office for Berkeley 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.

NOTE: Portions of the drainage easement areas are located within the lands owned by Seven Sticks, LLC and portions of the drainage easement areas are located within the lands owned by Pulte Home Company, LLC.

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property located at 2301 Bay Strip Drive, City of Charleston, bearing Berkeley County Tax Map Number 262-00-00-064 was transferred by PULTE HOME COMPANY, LLC to THE CITY OF CHARLESTON on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) _____ exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (B) _____ The fee is computed on the fair market value of the realty which is _____.
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

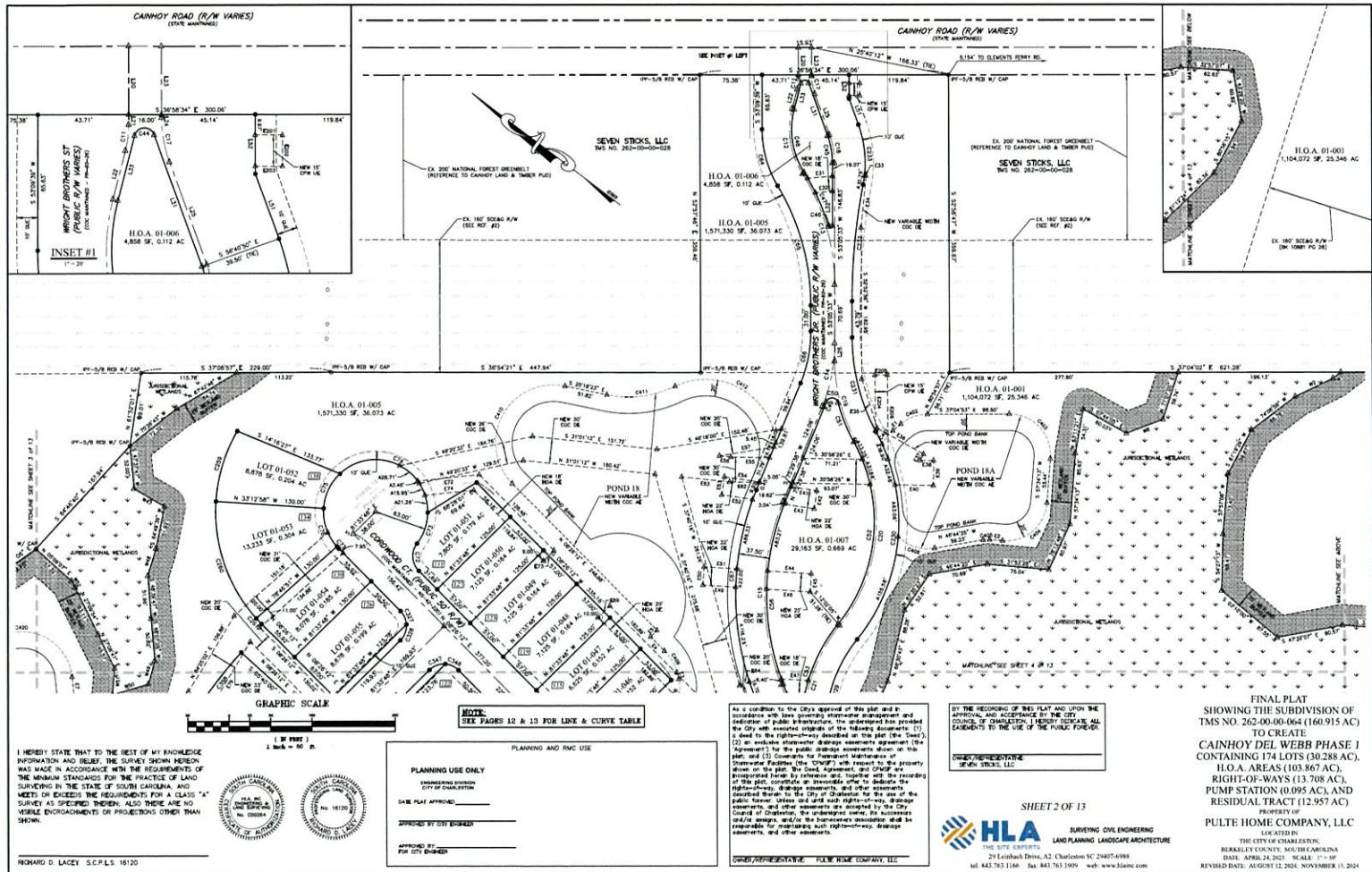
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor _____.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

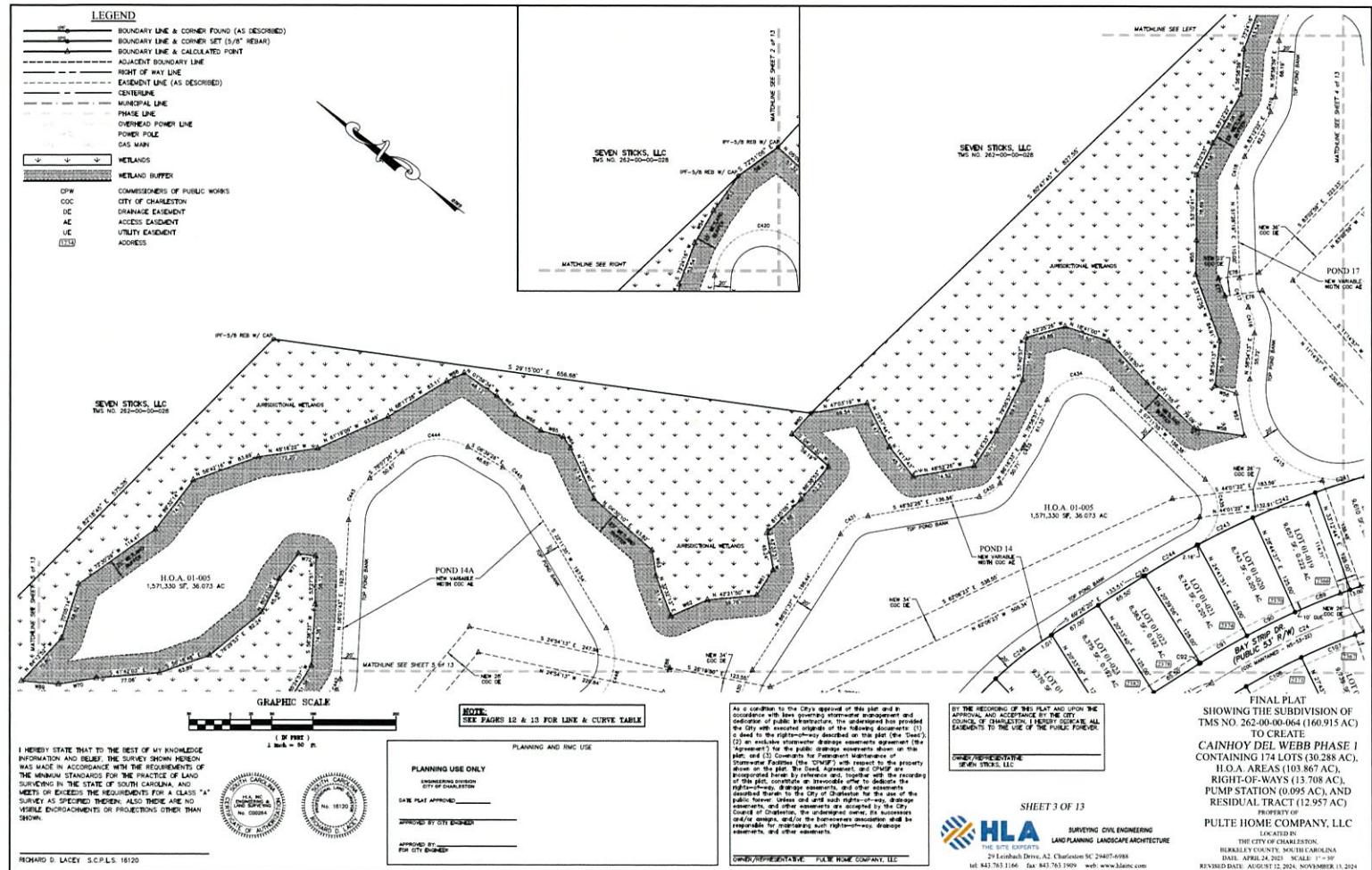
Responsible Person Connected with the Transaction

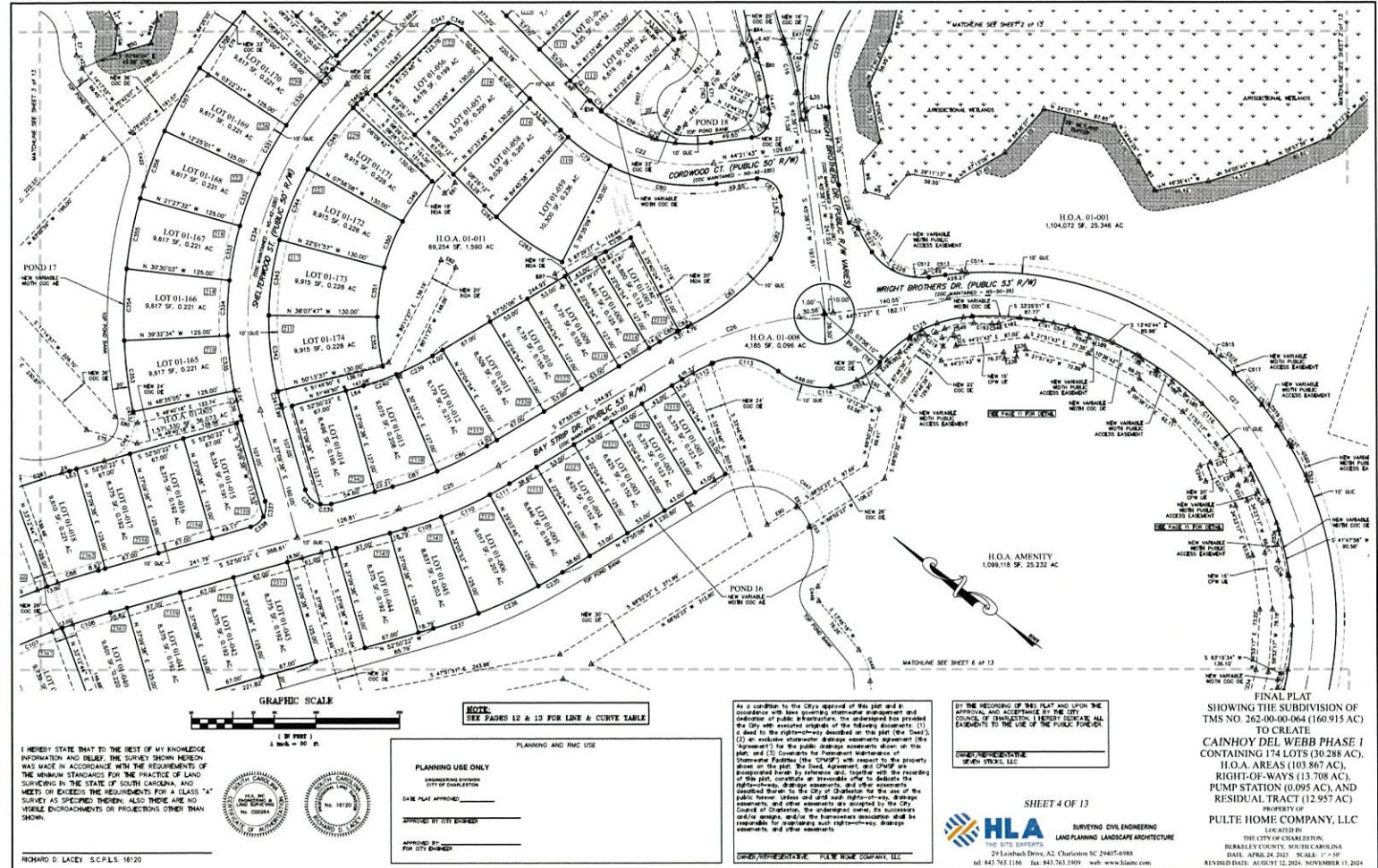
John Gering
Print or Type Name Here

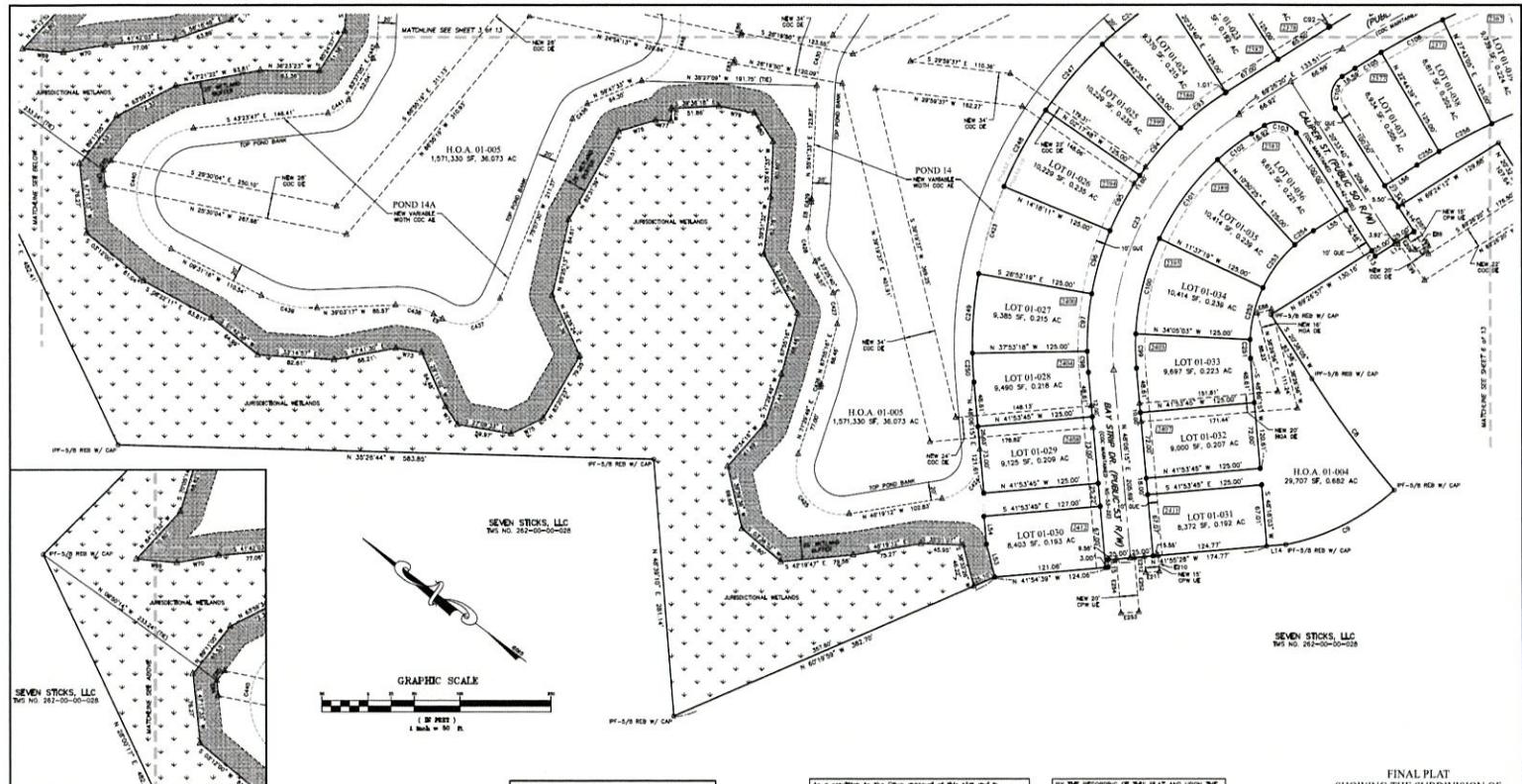
Sworn this _____ day of _____ 20 _____

Notary Public for _____
My Commission Expires: _____, 20 _____









I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



RICHARD D. LACEY S.C.P.L.S. 16120

NOTE:
SEE PAGES 12 & 13 FOR LINE & CURVE TABLE

PLANNING AND RMC U

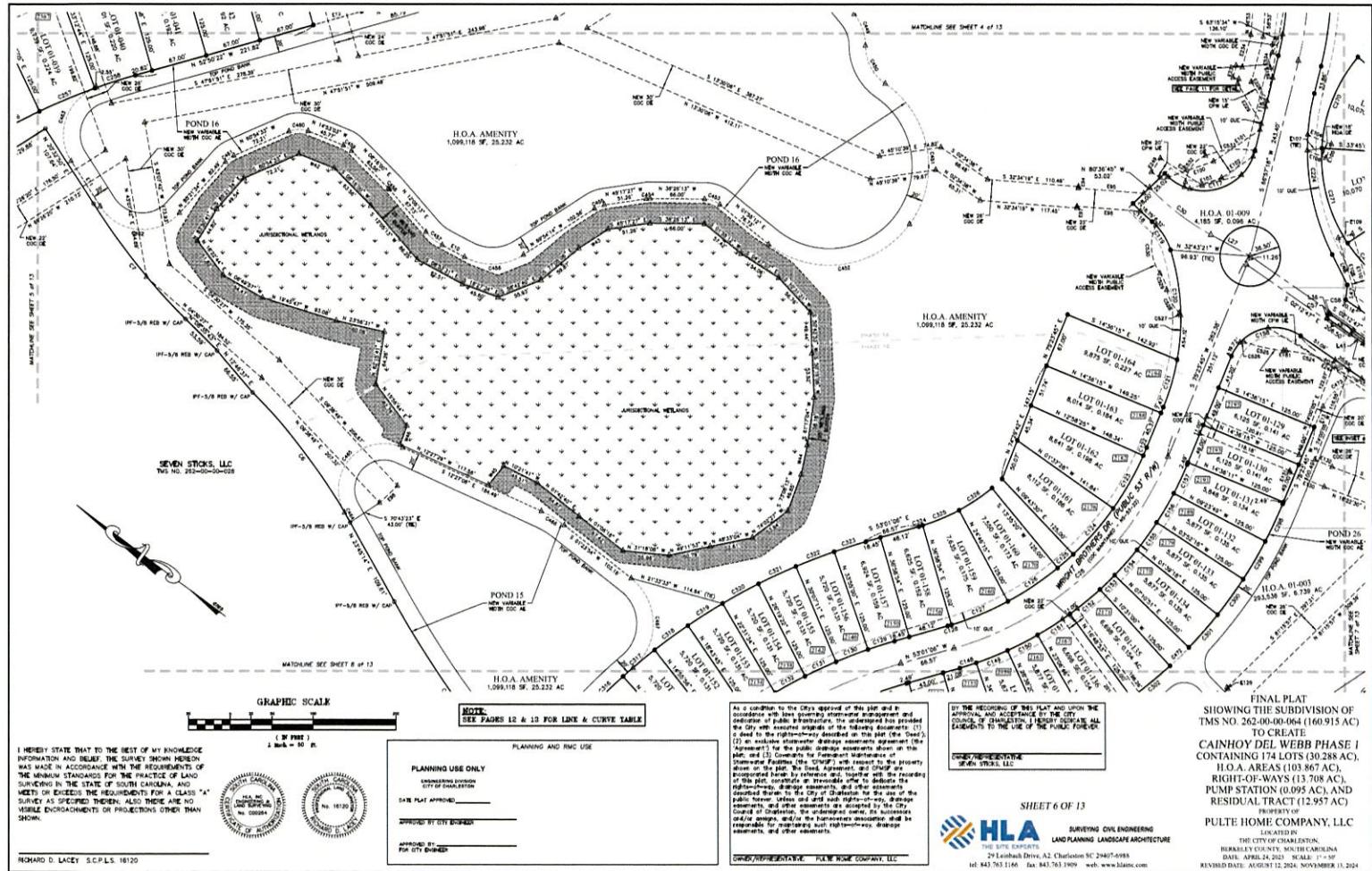
PLANNING USE ONLY
ENGINEERING DIVISION
CITY OF CHARLESTON
DATE PLAT APPROVED _____
APPROVED BY CITY ENGINEER _____
APPROVED BY _____
CITY OF CHARLESTON

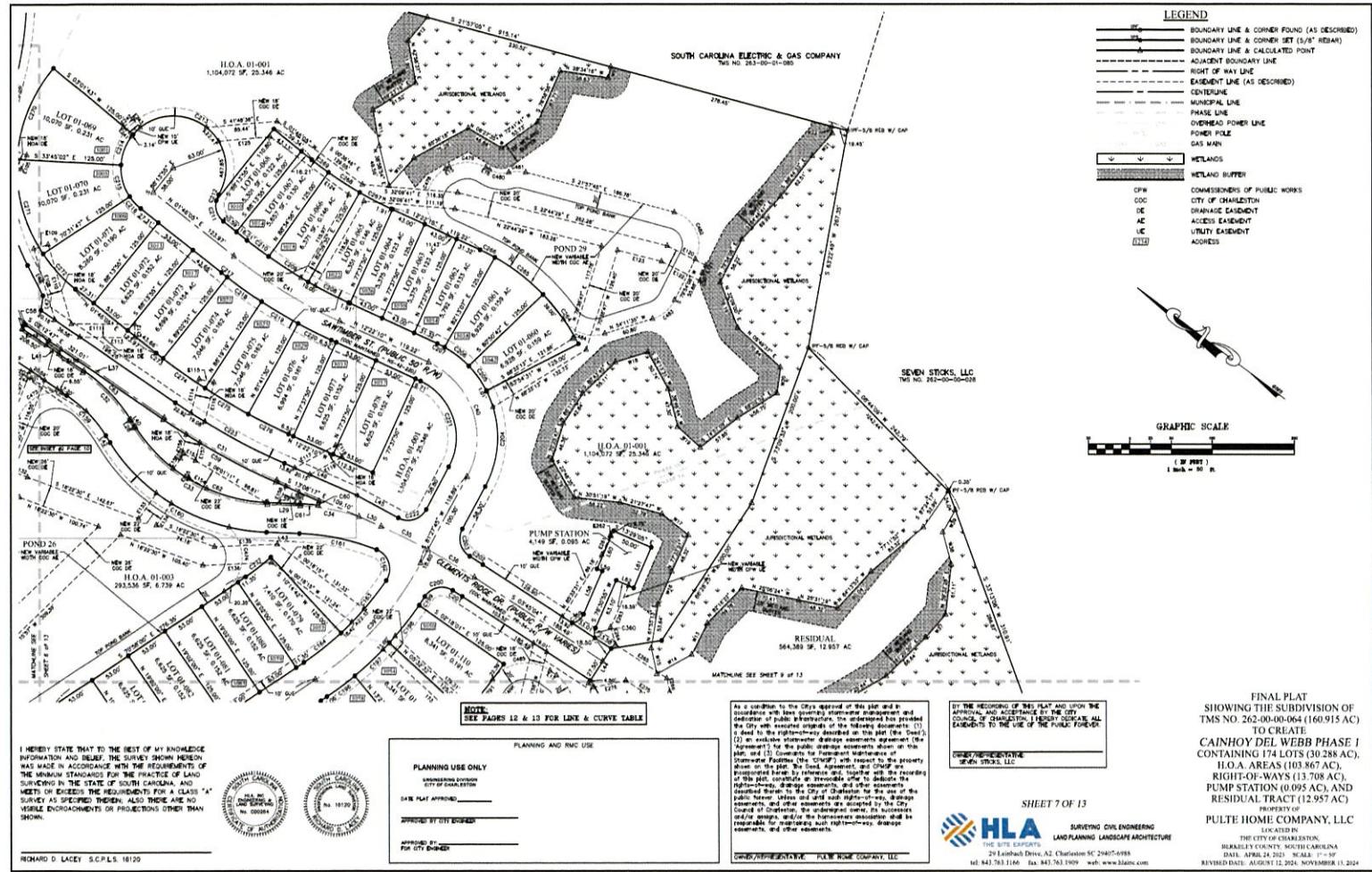
As a condition to the City's approval of this plan and in accordance with laws governing transportation infrastructure dedications of public infrastructure, the undersigned agrees to the right-of-way described on this plan (hereinafter referred to as the "right-of-way described on this plan") (2) an exclusive stormwater drainage easement agreement (hereinafter referred to as the "Stormwater Drainage Easement Agreement") and (3) Control of Permitted Right-of-Way of Stormwater Facilities ("CRWF") with respect to the right-of-way described on this plan. The right-of-way described on this plan, together with the Stormwater Drainage Easement Agreement and the CRWF, are incorporated herein by reference and, together with the right-of-way described on this plan, constitute an irrevocable order to dedicate the right-of-way described on this plan to the City of Charleston for the use and benefit of the public. The right-of-way described on this plan, the Stormwater Drainage Easement Agreement and the CRWF are accepted by the City of Charleston, the undersigned owner, its successors and assigns, and the City of Charleston is responsible for maintaining such right-of-way, drainage easements, and other easements.

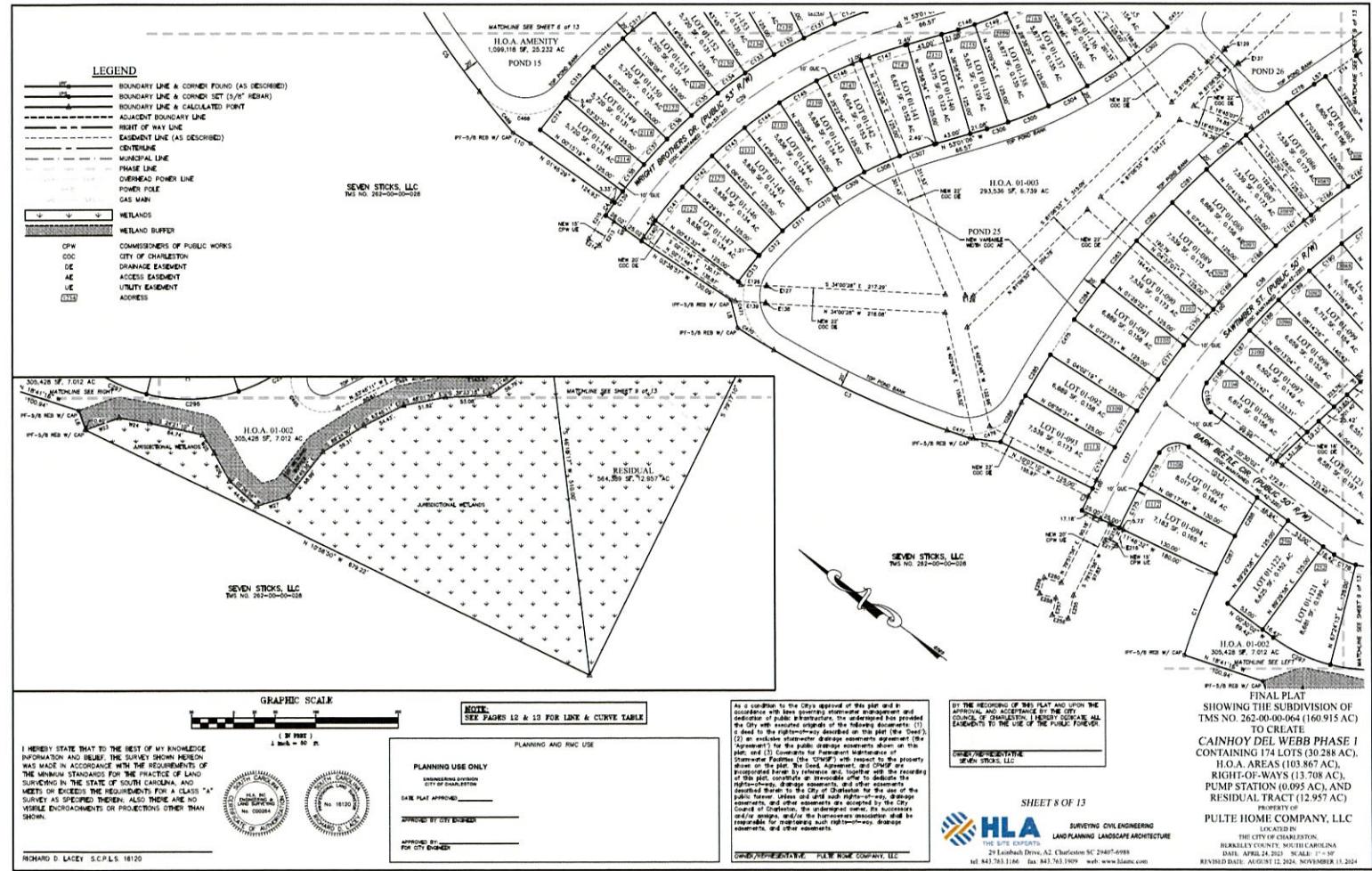
BY THE RECORDING OF THIS PLAT AND UPON THE
APPROVAL AND ACCEPTANCE BY THE CITY
COUNCIL OF CHARLESTON, I HEREBY DESENTE ALL
EASEMENTS TO THE USE OF THE PUBLIC FOREVER.

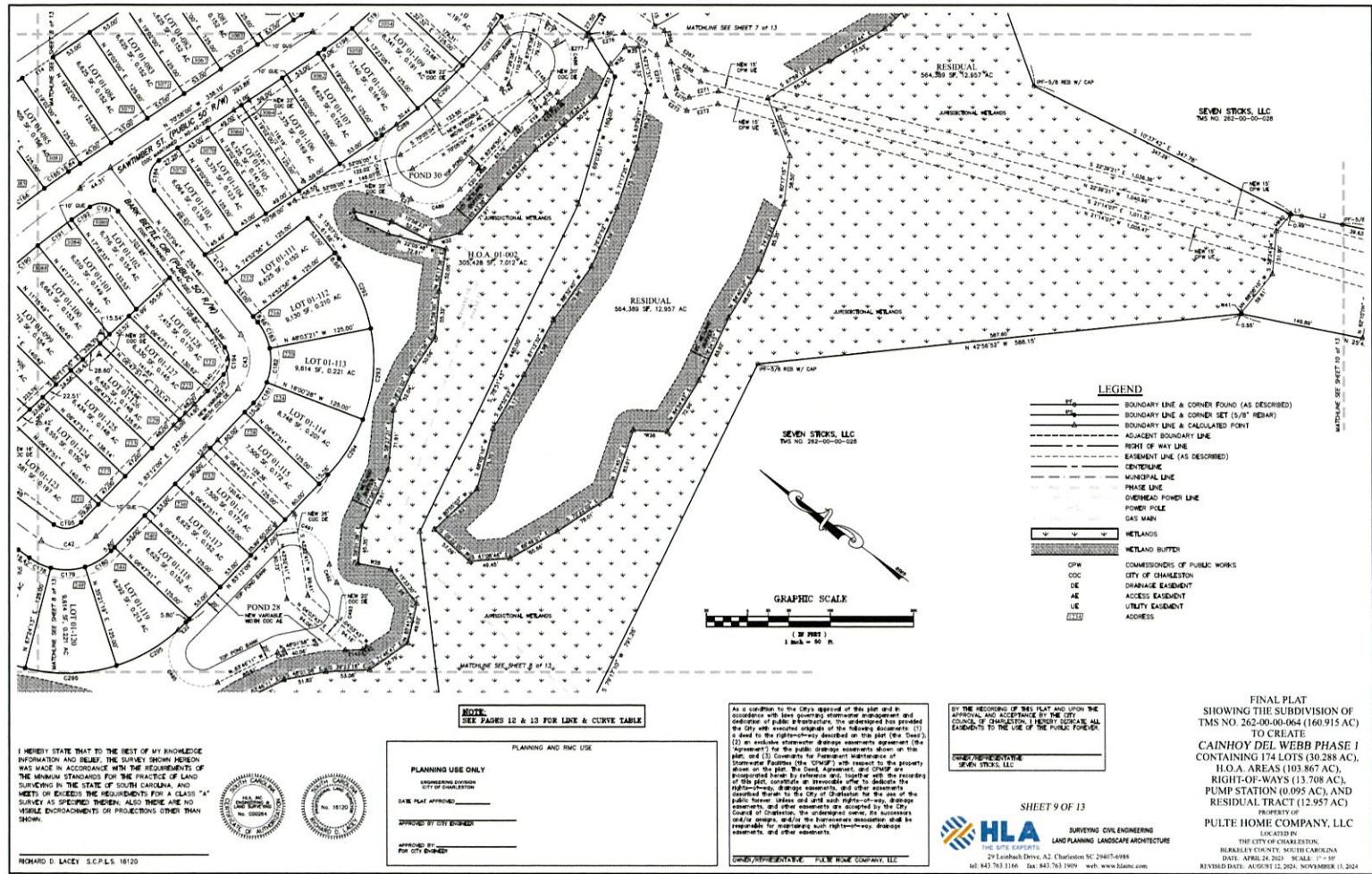
SHEET 5 OF 13

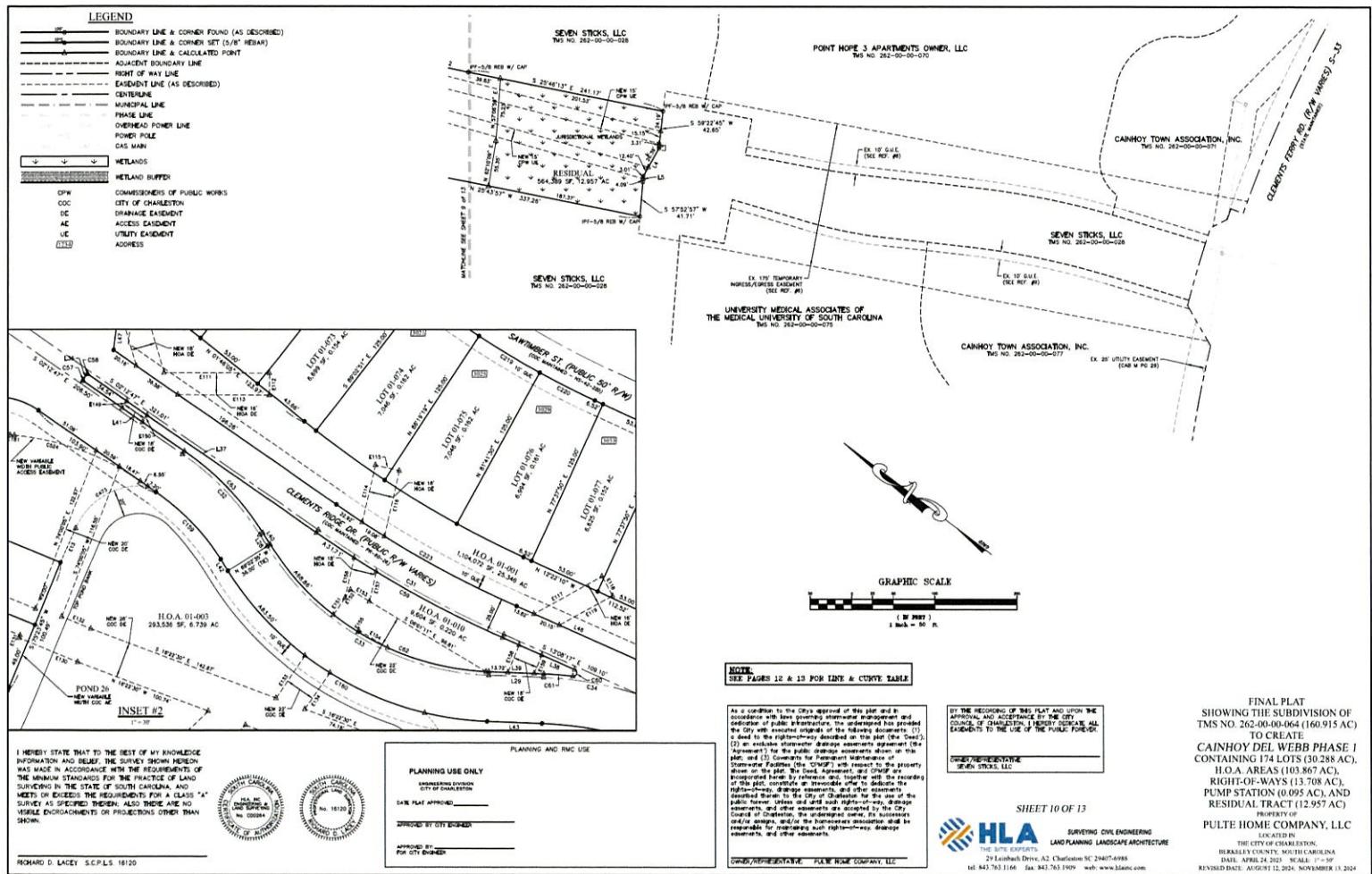
FINAL PLAT
SHOWING THE SUBDIVISION OF
TMS NO. 262-00-00-064 (160.915 AC)
TO CREATE
CAINHOY DEL WEBB PHASE I
CONTAINING 174 lots (30.288 AC),
I.O.A. AREAS (10.867 AC),
RIGHT-OF-WAYS (13.708 AC),
PUMP STATION (0.095 AC), AND
RESIDUAL TRACT (12.957 AC)
PROPERTY OF
PULTE HOME COMPANY, LLC
LOCATED IN
THE CITY OF CHARLESTON,
BROOKLYN COUNTY, SOUTH CAROLINA
DATE OF RECORDING
BIRMINGHAM, ALABAMA, NOVEMBER 13, 2013
BIRMINGHAM, ALABAMA, NOVEMBER 13, 2013

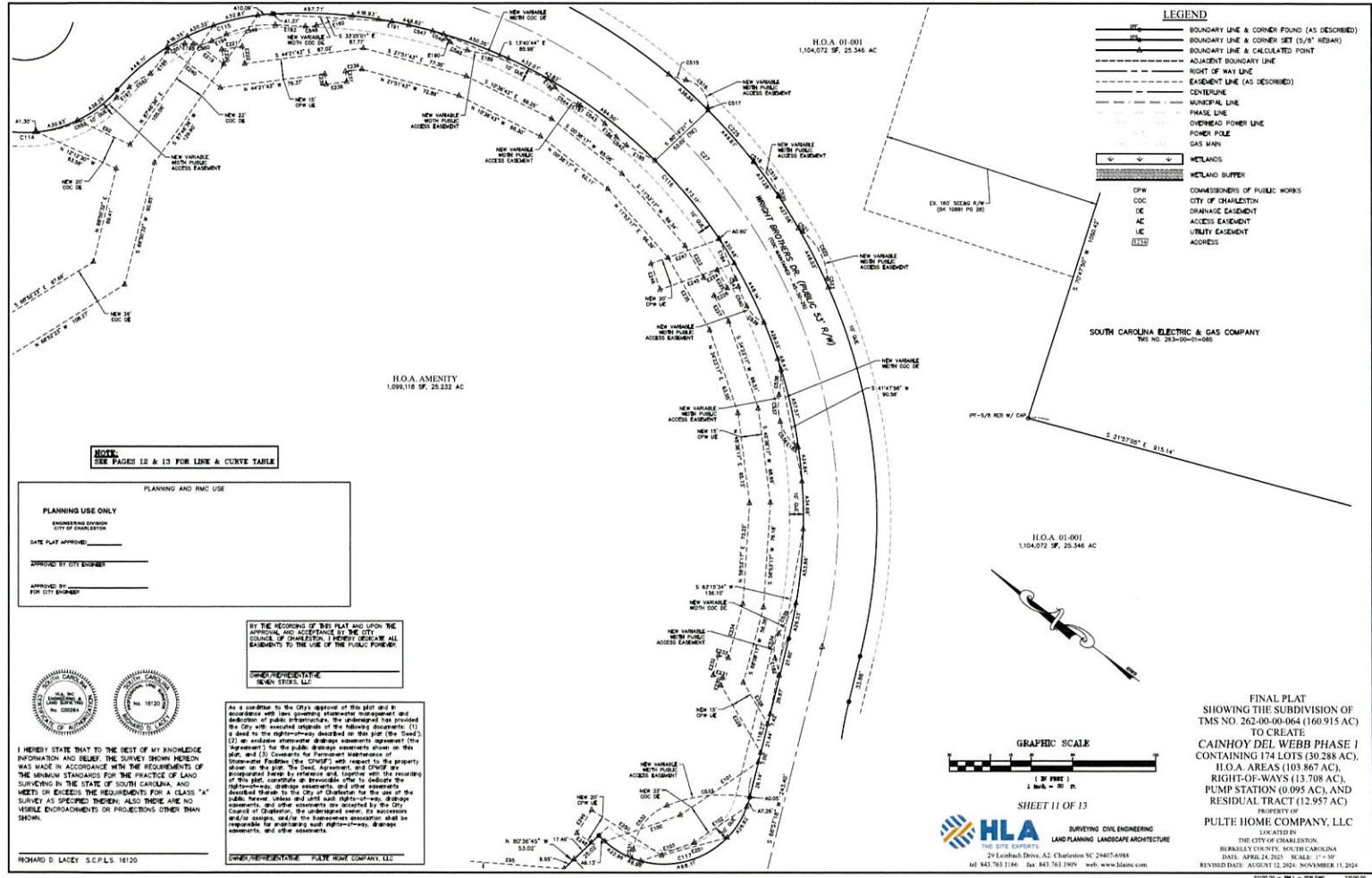












POND ACCESS CURVE TABLE													
Curve #	Radius	Walls	Bank Angle	Bank Length	Radius Length	Length	Bank Angle	Bank Length	Radius Length	Length	Bank Angle		
C401	50.00'	24.07'08"	10.68'	21.05'	S 89°10'54" E	20.89'	C404	45.00'	27.71'41"	9.88'	16.76'	N 18°25'45" W	53.09'
C402	50.00'	38.95'28"	18.18'	34.84'	S 57°30'31" E	34.14'	C405	50.00'	89.02'41"	49.17'	77.77'	S 49°25'42" E	70.12'
C403	50.00'	38.95'28"	18.18'	34.84'	S 57°30'31" E	34.14'	C406	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'
C404	50.00'	50.32'19"	56.47'	79.01'	N 77°00'37" W	71.04'	C407	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'
C405	30.00'	14.70'57"	3.81'	2.78'	N 39°18'57" W	2.75'	C408	50.00'	1.76'48"	0.56'	1.13'	N 49°45'21" W	1.13'
C406	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C409	50.00'	1.76'48"	0.56'	1.13'	N 49°45'21" W	1.13'
C407	53.00'	110.47'80"	76.82'	102.49'	N 84°40'20" E	87.25'	C410	50.00'	17.74'15"	82.76'	102.75'	N 47°53'44" E	89.80'
C408	50.00'	82.53'07"	43.22'	59.70'	N 79°30'54" E	50.25'	C411	50.00'	17.74'15"	82.76'	102.75'	N 47°53'44" E	89.80'
C409	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C412	50.00'	17.74'15"	82.76'	102.75'	N 47°53'44" E	89.80'
C410	70.00'	146.15'24"	30.81'	176.69'	N 80°15'05" E	133.91'	C413	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C411	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C414	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C412	80.00'	116.08'20"	121.71'	162.39'	S 07°36'57" E	19.37'	C415	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C413	50.00'	0.08'58"	0.37'	1.44'	S 41°20'25" E	1.44'	C416	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C414	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C417	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C415	110.00'	111.44'35"	162.30'	214.53'	N 03°01'05" W	188.11'	C418	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C416	50.00'	38.95'05"	17.23'	33.19'	N 39°51'10" E	32.79'	C419	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C417	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C420	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C418	70.00'	314.43'03	19.80'	38.77'	N 87°20'21" E	38.28'	C421	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C419	40.00'	26.15'23"	9.70'	19.27'	N 70°20'41" E	19.06'	C422	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C420	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C423	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C421	30.00'	33.09'43"	9.87'	17.53'	S 31°07'10" E	17.28'	C424	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C422	70.00'	58.91'48"	37.11'	68.29'	S 42°13'47" E	63.58'	C425	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C423	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C426	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C424	50.00'	68.84'33"	46.81'	74.68'	N 89°00'26" E	67.83'	C427	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C425	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C428	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C426	45.00'	44.29'26"	16.41'	34.94'	N 49°45'20" E	34.07'	C429	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C427	50.00'	38.95'05"	16.41'	34.94'	N 49°45'20" E	34.07'	C430	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C428	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C431	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C429	45.00'	44.29'26"	16.41'	34.94'	N 49°45'20" E	34.07'	C432	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C430	50.00'	38.95'05"	16.41'	34.94'	N 49°45'20" E	34.07'	C431	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C432	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C433	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C434	50.00'	38.95'05"	16.41'	34.94'	N 49°45'20" E	34.07'	C435	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C436	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C437	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C438	50.00'	107.22'53"	68.04'	93.71'	S 07.93'27" E	80.58'	C439	50.00'					
C439	30.00'	49.04'57"	12.45'	23.81'	N 82°02'01" W	23.90'	C440	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C440	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C441	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C441	50.00'	38.95'05"	16.41'	34.94'	N 49°45'20" E	34.07'	C442	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C442	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C443	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C443	50.00'	38.95'05"	16.41'	34.94'	N 49°45'20" E	34.07'	C444	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C444	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C445	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C445	50.00'	38.95'05"	16.41'	34.94'	N 49°45'20" E	34.07'	C446	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C446	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C447	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C447	50.00'	107.14'14"	366.73'	449.05'	S 08'42'07" W	178.00'	C448	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C448	15.00'	71.32'02"	10.88'	18.73'	S 45'30'42" E	17.74'	C449	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C449	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C450	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C450	50.00'	105.11'33"	29.25'	53.97'	S 29'22'24" E	51.87'	C451	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C451	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C452	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C452	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C453	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C453	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C454	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C454	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C455	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C455	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C456	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C456	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C457	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C457	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C458	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C458	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C459	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C459	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C460	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C460	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C461	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C461	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C462	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C462	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C463	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C463	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C464	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C464	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C465	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C465	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C466	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C466	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C467	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C467	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C468	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C468	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C469	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C469	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C470	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C470	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C471	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C471	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C472	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C472	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C473	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C473	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C474	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C474	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C475	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C475	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C476	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C476	50.00'	102.33'33"	23.33'	43.14'	S 27.50'20" E	42.42'	C477	50.00'	30.00'	5.44'13"	8.19'	N 49°45'21" W	8.19'
C477	50.00'	29.02'36"	1.82'	3.83'	N 49°45'21" W	3.83'	C478	50.00'	30.00'	5.44'13"	8		

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
TITLE TO REAL ESTATE

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

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

as shown and designated on a plat entitled "FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN
PARCEL FF TO CREATE PHASE 2a - PARCEL FF BLOCK I, LOTS 1 THRU 10, DANIEL ISLAND, CITY OF
CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA, PREPARED FOR AND OWNED BY DANIEL ISLAND
COMPANY, INC."

prepared by Thomas & Hutton Engineering Co.,
dated July 22, 2024, revised n/a, and recorded on _____
in Instrument Nos. _____ in the ROD Office for Berkeley County. Said property
butting and bounding, measuring and containing, and having such courses and distances as
are shown on said plat. Reference being had to the aforesaid plat for a full and complete
description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
Daniel Island Rhoden, LLC dated September 30, 2016 and recorded
on September 30, 2016 in Book 2289 at Page 185 in the ROD Office for
Berkeley County, South Carolina.

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

Portion of TMS No.: 272-00-00-001

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

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

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

WITNESS our Hand(s) and Seal(s) this 28th day of January 2025

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TJ Roland
Witness Number One

Grantor
The Daniel Island Company, Inc.

By: W. J. McKenzie

Tim Roland
Printed Name

William J. McKenzie, its Chief Operating Officer
Printed Name

Courtney Howard
Witness Number Two

Courtney Howard
Printed Name

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF Charleston)

This foregoing instrument was acknowledged before me (the undersigned notary) by
William J. McKenzie, the Chief Operating Officer of
The Daniel Island Company, Inc., a South Carolina corporation, on
behalf of the Grantor on the 28th day of January, 2025.

Signature of Notary: Destiny D. Thompson-Bendell

Print Name of Notary: Destiny D. Thompson-Bendell

Notary Public for South Carolina

My Commission Expires: 07/31/2029



SEAL OF NOTARY

STATE OF SOUTH CAROLINA) **EXCLUSIVE STORMWATER**
) **DRAINAGE EASEMENTS AGREEMENT**
COUNTY OF BERKELEY) **(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 THE DANIEL ISLAND COMPANY, INC., a South Carolina corporation ("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 (collectively, the "Stormwater System") over, under, across, and through Grantor's property, with said Stormwater System to encumber Grantor's property as described in Exhibit A (the "Easement Areas");

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 Easement Areas necessary to install, expand, and/or maintain the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived 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 A, 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 Easement Areas; 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 Drainage Easements 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 Drainage Easements 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:



Print Name: Courtney Howard
Witness # 1

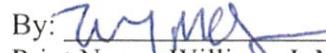


Print Name: Tim Roland
Witness #2

STATE OF South Carolina)
COUNTY OF Charleston)

GRANTOR:

THE DANIEL ISLAND COMPANY, INC.

By: 

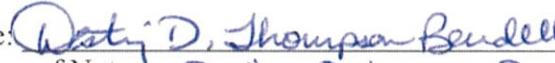
Print Name: William J. McKenzie

Its: Chief Operating Officer

Date: 3/7/25

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by William. J. McKenzie, the Chief Operating Officer, of The Daniel Island Company, Inc., on this 7th day of March, 2025.

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



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)
) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON)

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

[DESCRIPTION OF EASEMENT AREAS]

All those certain drainage easements of various widths being shown and labeled "COC DE," or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, "FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN PARCEL FF TO CREATE PHASE 2A – PARCEL FF, BLOCK I, LOTS 1 THRU 10, DANIEL ISLAND, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA" prepared by Phillip P. Gerard with Thomas & Hutton Engineering Co. (SCPLS No. 26596), dated July 25, 2024, last revised on the date shown thereon, and recorded on _____, in
Instrument No. _____ through _____ in the
Register of Deeds Office for Berkeley 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 BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by The Daniel Island Company, Inc.
to The City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): Transfer to municipality (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (B) _____ The fee is computed on the fair market value of the realty which is _____.
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check YES _____ or NO _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Chief Operating Officer of Grafton

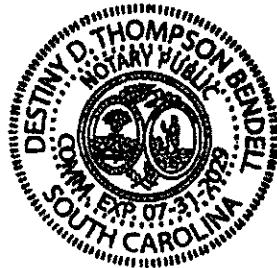
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

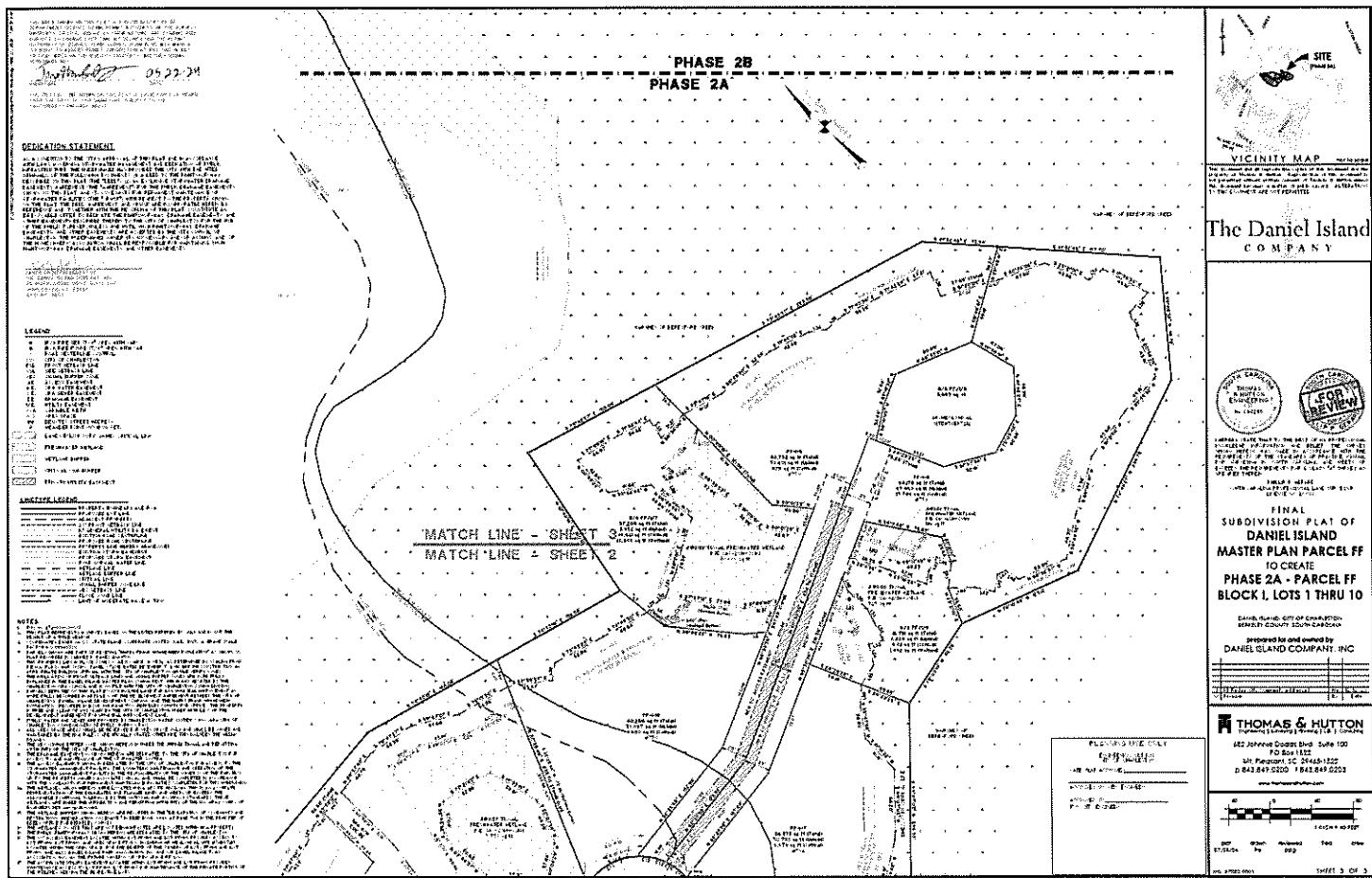
The Daniel Island Company, Inc.

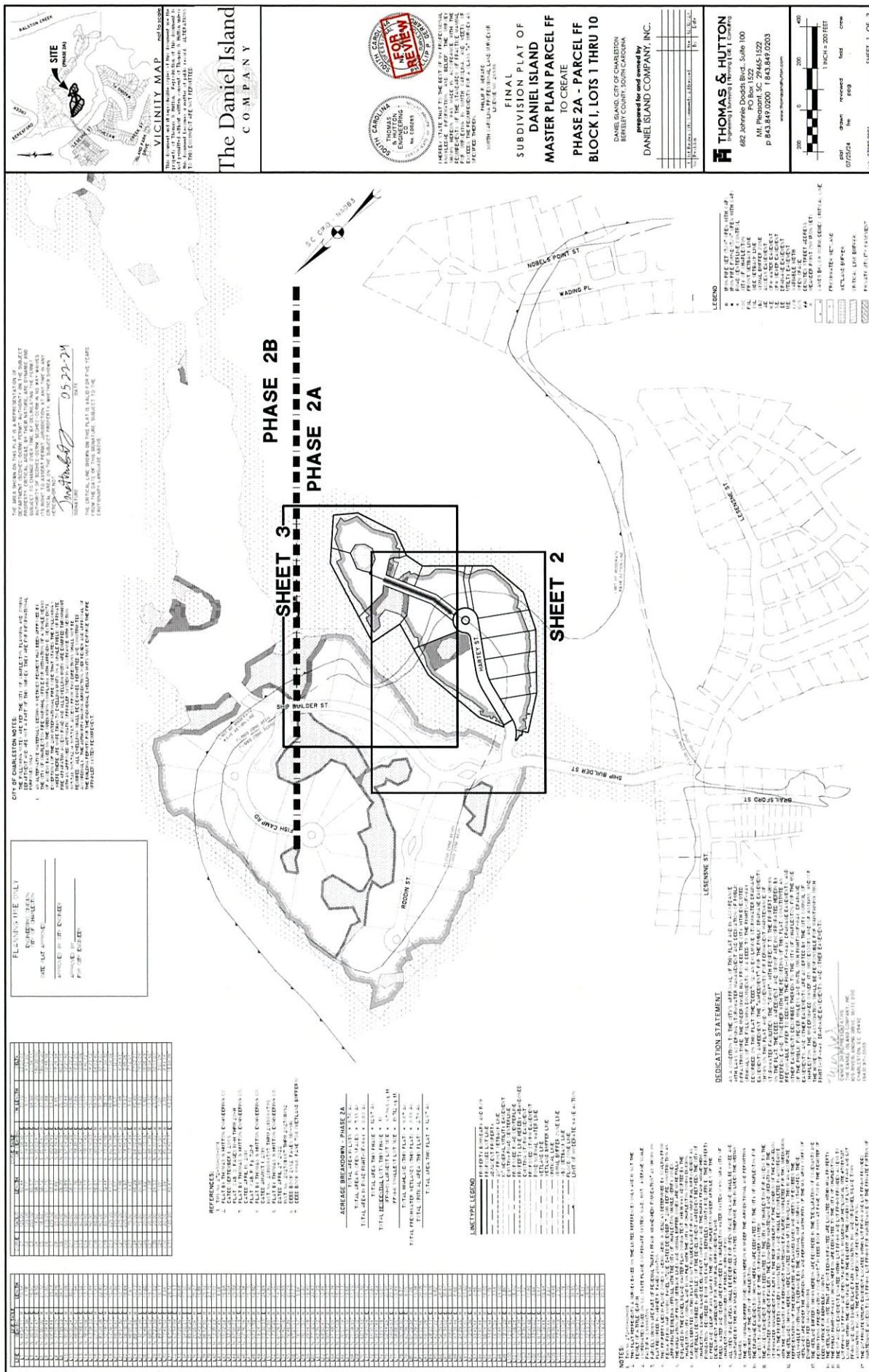

Responsible Person Connected with the Transaction

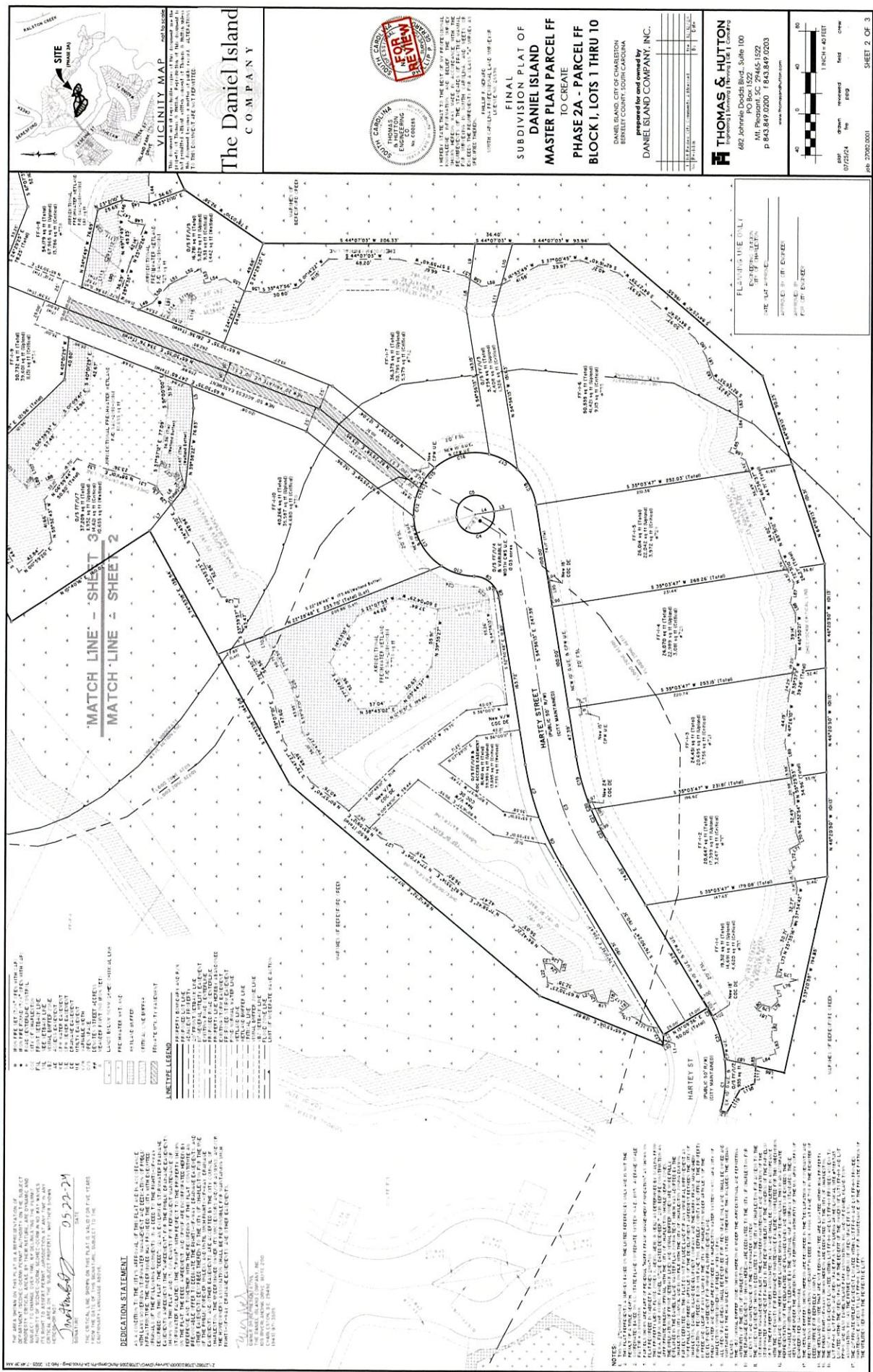
William J. McKenzie, its Chief Operating Officer
Print or Type Name Here

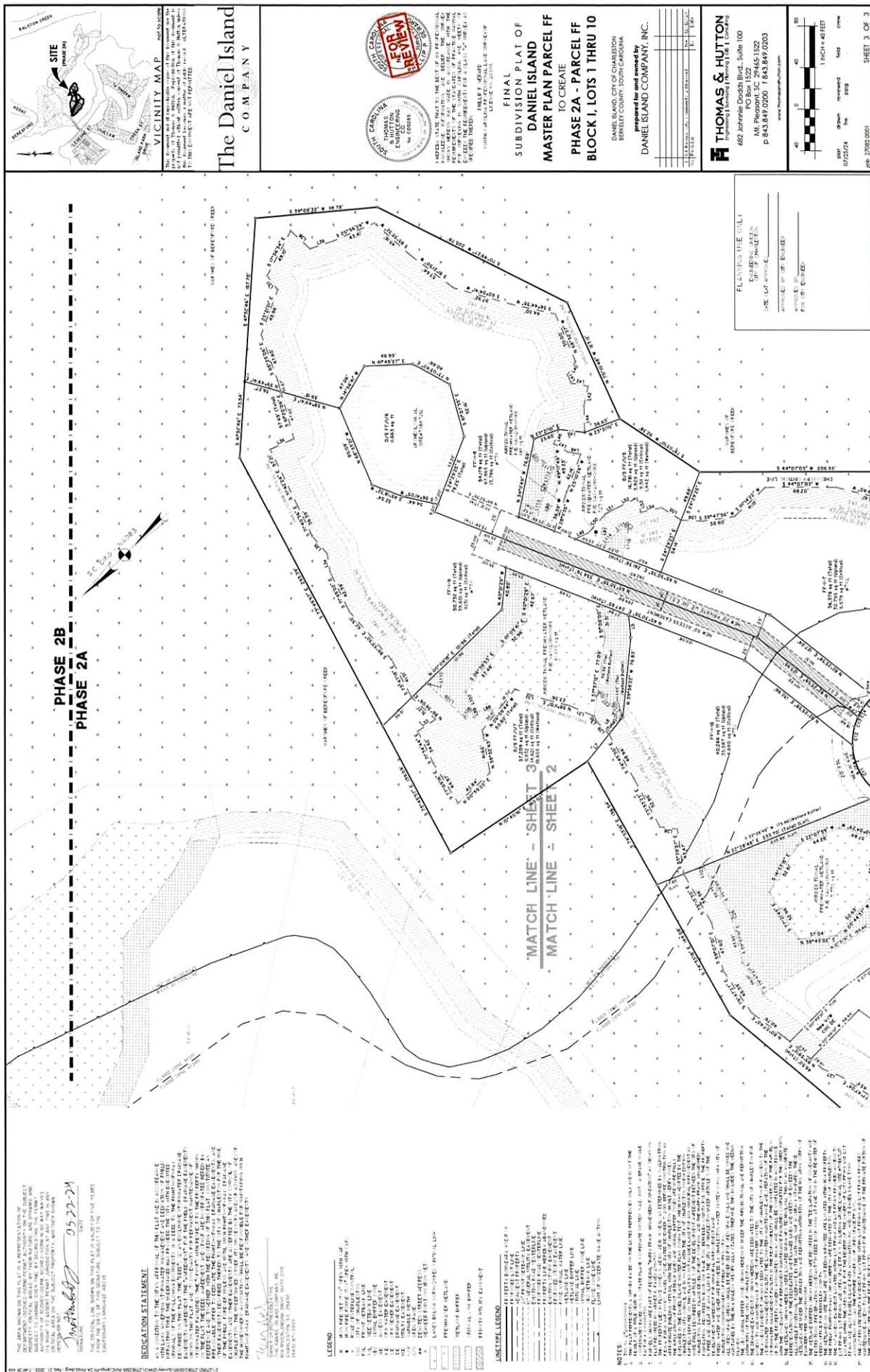
Sworn this 28th day of January 2025
Destiny D. Thompson-Bendell
Notary Public for South Carolina
My Commission Expires: 07/31/25, 2029













City of Charleston
South Carolina
Planning, Permitting, and Engineering

WILLIAM S. COGSWELL,
 JR
 Mayor

TIM KEANE
 Section Chief

May 14, 2025

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

Subject: Maintenance of Granite Curb and Concrete Sidewalk on King Street (S-104), St. Philip Street (S-10-106), and Spring Street (S-10-3) in conjunction with the Peninsula of Charleston Project Site.

Dear Mr. Henderson:

This letter concerns the proposed maintenance of approximately 660 LF of Granite Curb and 2350 SF of Concrete Sidewalk on King Street (S-104), 190 LF of Granite Curb and 1330 SF of Concrete Sidewalk on St. Philip Street (S-10-106), and 60 LF of Granite Curb and 510 SF of Concrete Sidewalk on Spring Street (S-10-3) in conjunction with the Peninsula of Charleston Project Site.

The City Council of Charleston at its meeting held May 13th, 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.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Keane".

Tim Keane
 Section Chief
 Planning, Permitting, and Engineering

CC: Taylor Fletcher, Civil Project Coordinator, Seamon Whiteside
 Brian Pokrant, GIS Analyst



March 28, 2025

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

Peninsula of Charleston
625 King Street, Charleston, SC
City Project ID#: TRC-SP2021-000408

South Carolina Department of Transportation has requested the City of Charleston provide a Maintenance and Liability Letter for all the existing and proposed granite curb and concrete sidewalk associated with the King Street (S-104), St Philip Street (S-10-106), and Spring Street (S-10-3) right-of-ways as they relate to the Peninsula of Charleston Project Site.

The list of materials and quantities are shown below and on the attached exhibit.

King Street

Granite Curb – 660 LF
Concrete Sidewalk – 2,350 SF

St Philip Street

Granite Curb – 190 LF
Concrete Sidewalk – 1,330 SF

Spring Street

Granite Curb – 60 LF
Concrete Sidewalk – 510 SF

Should you have any questions or need additional information, please call our office at (843) 884-1667.

SEAMON, WHITESIDE & ASSOCIATES, INC.

A handwritten signature in black ink that reads 'Taylor Fletcher'.

Taylor Fletcher
Civil Project Coordinator

CC: Abigail Richardson, Sean Gowen

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)

TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is entered into as of the _____ day of _____, 2025 (the "Effective Date"), by and among BRYAN CHAPMAN YOUNG ("Grantor") and the CITY OF CHARLESTON, a South Carolina municipality (the "City" or "Grantee") (collectively the "Parties").

WHEREAS, Grantor are the owners of that certain parcel of land, together with the improvements thereon, located in the City of Charleston, Charleston County, South Carolina, known generally as TMS No. 358-08-00-067 and more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantor have agreed to grant the City a temporary construction easement in and to a portion of the Property as is shown on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area"), all on the terms and conditions more particularly set forth hereinbelow.

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grant, bargain, sell and release to the Grantee a non-exclusive temporary construction easement ("Easement") over and across the Easement Area, and in connection therewith, and in limitation thereto and in furtherance thereof, the Parties agree as follows:

1. Easement Terms: Grantee (and its agents, employees and contractors) shall be entitled to enter onto the Easement Area, during daylight hours, for purposes of stabilizing approximately 200 linear feet of the existing drainage bank channels located within the Easement Area to prevent further bank erosion for the storm drain located adjacent to the Property, subject to all local ordinances.
2. Term: The term of this Easement shall be twelve (12) months from the Effective Date. The Term may be extended by mutual agreement of the Parties.
3. Indemnification: Grantor shall indemnify, save harmless and defend the Grantee, its officials, officers, employees and invitees from and against any and all claims for personal injury or property damage that arise or are alleged to have arisen from the Grantee's (or any of its agent's or contractor's) use of, or occupancy on, the Easement Area under this Agreement, to include any claims as may be made by City officials or employees.
4. Attorneys' Fees: Either party may enforce this Agreement by appropriate action and the prevailing party in such litigation shall recover, along with costs, a reasonable attorney's fee.

5. Incorporation of Recitals. The above recitals, or "whereas clauses" are incorporated herein and made a part hereof.

TO HAVE AND TO HOLD all and singular, the said Easement unto the Grantee, its successors and assigns, and the Grantor hereby bind themselves and their successors and assigns to warrant and forever defend all and singular said Easement unto the Grantee herein, its successors and assigns, against itself, and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Signature Pages to Follow
(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal this _____ day of _____, 2025.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Matthew Fountain
Its: Director of Stormwater Management

Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by the City of Charleston, by Matthew Fountain, its Director of Stormwater Management on this _____ day of _____, 2025.

Signature: _____

Notary Public for South Carolina

Print Name of Notary: _____

My Commission Expires: _____

(SEAL OF NOTARY)

(Remainder of page intentionally left blank)

In Witness Whereof, the Grantor have executed this Easement Agreement on the 3 day of APRIL, 2025.

WITNESSES:

Charlene Purcell

Witness #1

Print Name: Charlene Purcell

Alexis Feggart

Witness #2

Print Name: Alexis Feggart

GRANTOR

Bryan Chapman Young

Bryan Chapman Young

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me (the undersigned notary) by the Grantor, Bryan Chapman Young, on this 3rd day of April, 2025.

Signature: Sandra Jones

Notary Public for South Carolina

Print Name of Notary: Sandra Jones

My Commission Expires: 06/15/2032

(SEAL OF NOTARY)



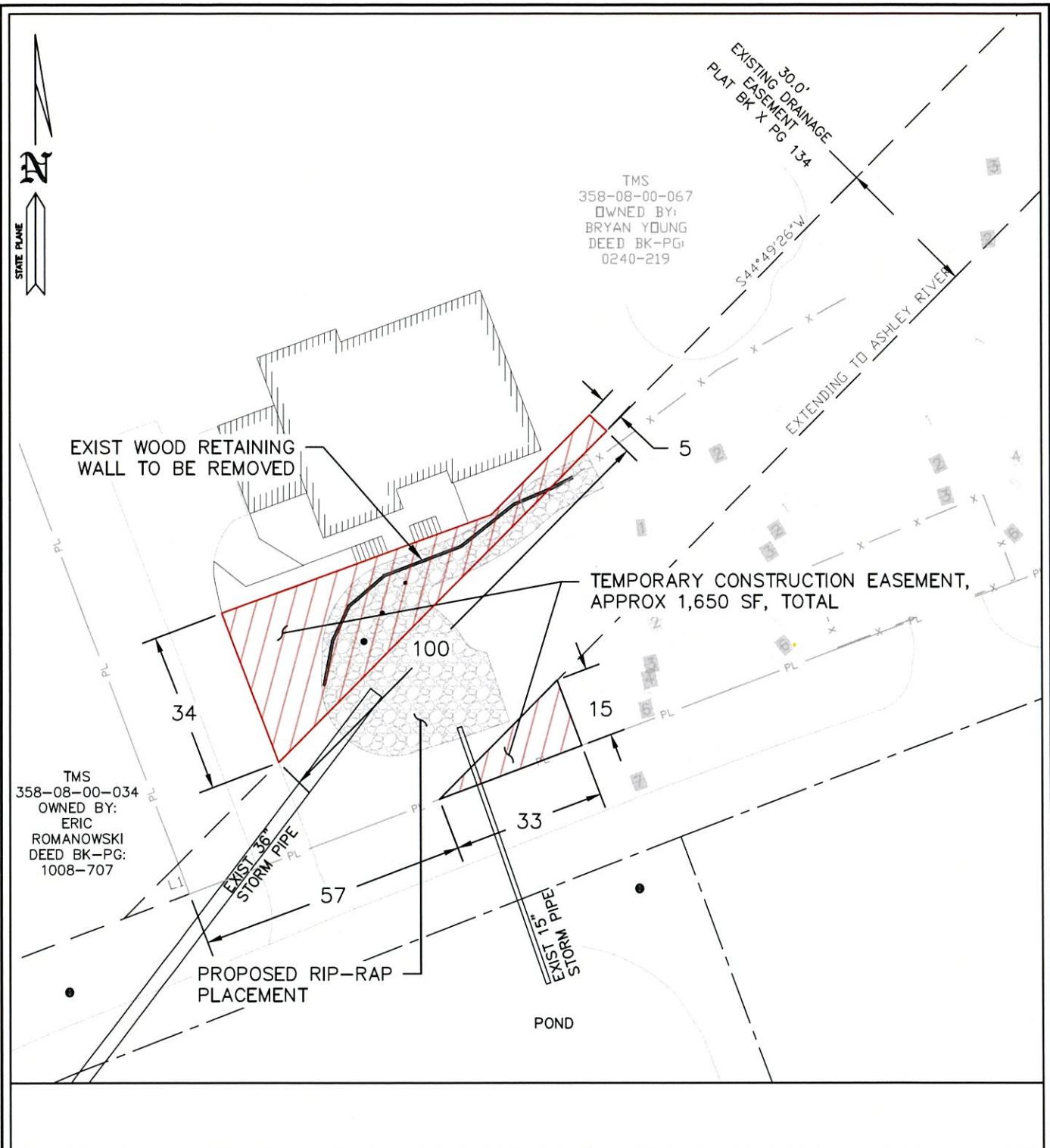
EXHIBIT A
(Legal Description of Property)

ALL those certain pieces, parcels or lots of land, together with buildings and improvement thereon, situate, lying and being in St. Andrews Parish, County of Charleston, State of South Carolina, known and designated as follows: Lot No. 36 (aka Lot 36C); Highland 2.38 Acres (more or less); Fresh Water Lake 4.01 Acres (more or less); and Residual Lands of Bees Ferry Co. 12.7 Acres (more or less). Drayton on the Ashley, as shown on a plat entitled "Plat combining 3 parcels containing a total of 19.34 acres into one tract located in Drayton on the Ashley Subdivision" made by Frank D. Baker, PLS, dated January 25, 2007 and duly recorded in the RMC Office for Charleston County in Book EK, Page 452.

TMS No. 358-08-00-067

THIS BEING a portion of the property conveyed to Bryan Chapman Young by deed of distribution of the Estate of Christian Johannes Venter Case Number 2007-ES-10-0480 said Deed being dated July 2, 2007 and recorded in the RMC Office for Charleston County in Book C632 at page 333

EXHIBIT B
(Map of Easement Area)



FURMAN DRIVE BANK STABILIZATION TEMPORARY CONSTRUCTION EASEMENT

NO.	REVISED	BY		APPLICANT: CITY OF CHARLESTON DEPARTMENT OF STORMWATER MANAGEMENT 2 GEORGE STREET, CHARLESTON, SC 29401-3506 DRAYTON ON THE ASHLEY CITY OF CHARLESTON CHARLESTON COUNTY, SC	APPROVED
					JORDYN MALLETT, PE PROJECT MANAGER
					DATE: 03/25/2025
DRAWN BY: MMW			SCALE: 1"=30'	PAGE No.: 1 OF 1	
CHECKED : JEM					

H1.)

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN 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 SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



VICINITY MAP
Not To Scale

SIGNED

Jeffrey W. Sawyer
JEFFREY W. SAWYER, SC PLS L#28590

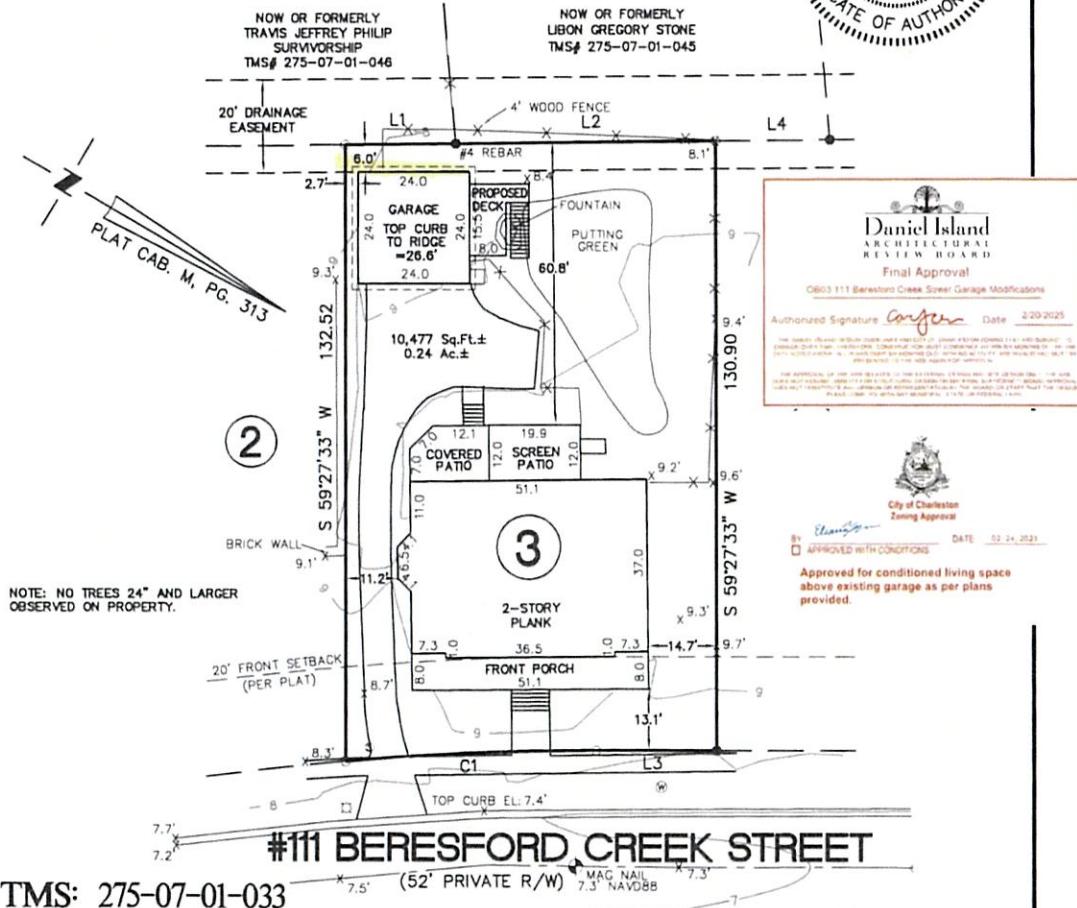
LEGEND

- EXISTING IRON PIN (#5 REBAR)
- CALCULATED POINT
- BOUNDARY LINE
- EASEMENT LINE
- ADJOINING BOUNDARY LINE BY DEED OR PLAT
- 4' ALUMINUM FENCE LINE
- OVERHEAD UTILITY
- G.U.E. GENERAL UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- △ CALCULATED POINT (NO MONUMENT SET)
- LIGHT POST
- W WATER METER
- S SEWER SERVICE

LINE	BEARING	DISTANCE
1	N 31°3'41" W	23.77
2	N 31°3'41" W	56.25
3	S 30°2'27" E	25.82
4	N 31°3'41" W	29.98

CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE
C1 625.00 54.15 54.13 IS 3301 23° E 45°7'50"

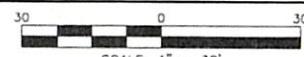
ZONING NOTE:
PROPERTY ZONED DI-R



TMS: 275-07-01-033

THIS SURVEY WAS NOT PREPARED FOR RECORDATION, AND IS NOT NECESSARILY SUITABLE FOR DEEDING OF PROPERTY. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPLIED. ANYTHING OUTSIDE OF THE BOUNDARY OF THIS PARCEL IS FOR INFORMATIONAL PURPOSES ONLY.

FLOOD NOTE:
PER PLAT: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE AE(10), AS PER F.E.M.A. MAP COMMUNITY PANEL NUMBER 450015C0760E, REVISED DECEMBER 7, 2018.



SCALE: 1" = 30'

JW Surveying
2204 BACONS BRIDGE ROAD
SUMMERTIME, SC 29485
PHONE (843) 974-9495

AS BUILT, TREE & TOPO SURVEY

FOR

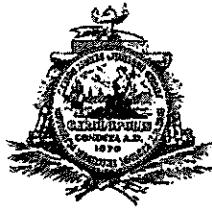
LOT 3, BLOCK B, CODNERS FERRY PARK

CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA

PROPERTY OF: WARREN TAMI & GUY JEFFREY SURVIVORSHIP

PLAT CAB M PAGE 313

DRAWN BY: CEC FIELD WORK BY: JPL DATE: OCTOBER 18, 2024



*City of Charleston
South Carolina*

MEMORANDUM

To: Jennifer Cook, Clerk of Council
From: Kaylan Koszela, Director of Resilience
Subject: FEMA HMGP Grant Application Submission:
Flood Communications & Data Initiative
Date: 22 April 2025

This memorandum seeks approval to submit a grant application to FEMA's Hazard Mitigation Grant Program (HMGP), administered by the South Carolina Emergency Management Division (SCEMD). The City is requesting \$375,000 in grant funds to fund an initiative to improve flood communications and data monitoring. This initiative aims to build on the City's ongoing efforts to enhance the efficiency and effectiveness of real-time flood communication through data-driven solutions. Funding will support the development of a real-time flood messaging application compatible with GPS platforms, as well as the purchase of flood sensors and related equipment to collect, monitor, and analyze flood data. The grant application deadline is to SCEMD by April 30, 2025.

There is a required 75/25 cost-share for this grant application. The City match is \$125,000 to be made available through the FY2026 General Fund. The total project cost is \$500,000.

The project will be managed by Kaylan Koszela, Director of Resiliency. Please do not hesitate to contact her should you have any questions or concerns at <koszelak@charleston-sc.gov>.

