NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:00 p.m. Monday, May 9, 2022, Conference Call: 1-929-205-6099; Access Code: 835 678 884. The agenda will be as follows:

AGENDA

Invocation – Councilmember Gregg

Approval of Minutes:

April 25, 2022

a. Request approval to authorize the Mayor to execute on behalf of the City a General Utility and Access Easement Agreement which grants the City permanent utility and access easements on a portion of the William Enston Homes, TMS Nos. 463-16-01-001, 463-16-01-005, 463-16-01-007, to install and maintain a pump station facility and a stormwater collection and conveyance system. The property is owned by the Housing Authority of the City of Charleston. (King Street and Huger Street)

b. Request approval of a Facility Use Agreement for the Piccolo Spoleto organ recital at First Scots Presbyterian Church on June 2nd and June 6th. There is no cost to the City. The property is owned by First Scots Presbyterian Church. (53 Meeting Street)

c. Request approval of a Facility Use Agreement with General Service Administration for use of the U.S. Custom House during Piccolo Spoleto for dates May 27th, 28th, and 29th. There is no cost to the City. The property is owned by the U.S. Custom House. (200 East Bay Street)

d. Request approval of a Facility Use Agreement for the Piccolo Spoleto organ recital at the French Huguenot Church on June 3rd. The $250 sexton fee will be paid from Piccolo Spoleto donations. The property is owned by the French Huguenot Church. (136 Church Street)

e. Request approval of a Facility Use Agreement for the Piccolo Spoleto organ recital at St. Matthew’s Lutheran Church on June 1st and June 8th. There is no cost to the City. The property is owned by St. Matthew’s Lutheran Church. (405 King Street)

f. Request to authorize the Mayor to execute on behalf of the City a Right-of-Way and Utility Easement granting the Commissioners of Public Works a permanent easement and right-
of-way on a portion of 17 Lockwood Drive for the installation and maintenance of utility lines. The property is owned by the City of Charleston. (TMS Nos. 460-14-00-010, 460-14-00-001) (17 Lockwood, Dr., Charleston, SC 29401)

g. Request approval of a Resolution committing the current Greenbelt funds allocated for allowable improvements as the matching funds for the Fort Pemberton – Public Access Improvements Project. The LWCF Grant request of $261,000 requires a 50% match funded by the currently awarded City Greenbelt Allocation to be used for minor improvements of $261,000 for a total project of $522,000.

h. Please consider the following annexations:

(i) 2157 Fort Pemberton Drive (.24 acre) (TMS# 343-01-00-104), James Island, (District 11). The property is owned by Jack Narusevich and Jennifer Moeggenberg.

(ii) 1766 Ashley River Road (.49 acre) (TMS# 351-11-00-003), West Ashley, (District 9). The property is owned by Irmgard S. Titus.

(iii) 1776 Ashley River Road (.56 acre) (TMS# 351-11-00-004), West Ashley (District 9). The property is owned by Morris N. and Nancy B. Harper Revocable Trust.

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: May 9, 2022
FROM: Melissa Cruthirds DEPT: Legal
ADDRESS: King Street and Huger Street
TMS: 463-16-01-001, 463-16-01-005, 463-16-01-007

PROPERTY OWNER: Housing Authority of the City of Charleston

"Authorize the Mayor to execute on behalf of the City a General Utility
and Access Easement Agreement which grants the City permanent
utility and access easements on a portion of the William Enston Homes,
TMS Nos.463-16-01-001, 463-16-01-005, 463-16-01-007, to install and
maintain a pump station facility and a stormwater collection and
conveyance system."

ACTION REQUEST:

ORDINANCE: Is an ordinance required? Yes ☐ No ☑

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

Department Head (Stormwater)  Signature  Attachments
Legal Department
Chief Financial Officer  Deputy CFO for Amy Wharton, CFO
Director Real Estate Management

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).
STATE OF SOUTH CAROLINA  

COUNTY OF CHARLESTON  

PERMANENT GENERAL UTILITY & ACCESS EASEMENTS AGREEMENT  

This PERMANENT GENERAL UTILITY & ACCESS EASEMENT AGREEMENT (this "Agreement") is made and granted as of the Effective Date (as herein defined) by the HOUSING AUTHORITY OF THE CITY OF CHARLESTON ("Grantor") and the CITY OF CHARLESTON ("City" or "Grantee").  

RECITALS  

WHEREAS, Grantor holds fee simple title to that certain real property commonly known as a portion of the William Enston Homes, located northeast of the intersection of King Street and Huger Street in the City of Charleston, Charleston County, South Carolina, being legally described on Exhibit A, attached hereto and incorporated herein by reference (the "Property");  

WHEREAS the City plans to construct, install, improve, maintain, repair, and replace a Stormwater Collection and Conveyance System (the "Stormwater System") that connects the existing system to an improved stormwater collection system, pump station, wetwell, and access serving the Huger Street watershed within the Charleston Peninsula;  

WHEREAS, the City desires to route a portion of the Stormwater System, including but not limited to drainage pipes, a pump station, and wetwell, so as to locate this portion of the Stormwater System on, over, under, across, and through the Property;  

WHEREAS, the City has requested permanent utility easements on, over, under, across, and through the portion of the Property described on Exhibit B, attached hereto and incorporated herein by reference (the "Utility Easement Areas"), which Grantor has agreed to grant to the City under the following terms and conditions; and  

WHEREAS, the City has requested permanent easements for ingress, egress, and access to and from the Utility Easements on, over, across, and through the portion of the Property described on Exhibit C, attached hereto and incorporated herein by reference (the "Access Easement Areas"), which Grantor has agreed to grant to the City under the following terms and conditions; and  

WHEREAS, the City shall be responsible for the maintenance of the storm water facility including the pump house, the pump house foundation, the storm water structure, including its fence, from the outside edge of the Non-Inviting Buffer Vegetation and concrete foundation inward to the pond (the "City Maintenance Area"), as set forth herein.  

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the HOUSING AUTHORITY OF THE CITY OF CHARLESTON ("Grantor"), in consideration of the sum of One dollar and 0/100ths ($1.00) to the Grantor in hand paid for the access and utility easements
granted hereunder, at and before the sealing of these presents, by the CITY OF CHARLESTON, the receipt of which is hereby acknowledged, has, subject to all matters of record in the ROD Office for Charleston County, South Carolina (the "Permitted Exceptions"), granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the CITY OF CHARLESTON (the "City" or "Grantee"), the following utility and access easements:

A. Permanent, transferable and exclusive stormwater drainage and general utility easements (the "GUEs") for a public purpose on, over, under, across, and through that certain portion of the Utility Easement Areas; and

B. Permanent, transferable, and non-exclusive easements for ingress, egress, and access to and from the Utility Easement Areas for the purpose of constructing, installing, improving, maintaining, repairing, or replacing the Stormwater System within the GUEs, over, across, and through the Access Easement Areas;

The easements described in Paragraphs A and B of this Agreement shall be subject to the following terms and conditions:

1. Scope of Exclusivity. Notwithstanding any other provision of this Agreement, the GUEs shall be "exclusive" in that the Grantee shall have the right to exclude others, including Grantor, from using the Stormwater System and improvements located therein; however, the GUEs shall be "nonexclusive" in that the Grantor may make other uses of the Utility Easement Areas and Access Easement Areas (collectively, the "Easement Areas") so long as the uses do not unreasonably interfere with the rights granted to Grantee under this Agreement. In addition, Grantor will not grant additional easements over, under, or upon the Easement Areas which would conflict with the GUEs and access easements described in this Agreement without prior written consent of the Grantee, which consent shall not unreasonably be withheld, conditioned or delayed.

2. Vegetation. Within the City Maintenance Area, the City may opt to install protective vegetation to discourage pedestrian use near the guardrails (Non-Inviting Buffer Vegetation or "NIBV") and/or other vegetation.

   a. City's Maintenance Responsibility. Should the City choose to install NIBV, the City's responsibilities of such installation is only to the extent that such buffer exists around the Utility Easement Area. The City shall not retain any responsibility for any maintenance to the NIBV, including but not limited to any pruning, trash and debris removal, or maintenance for aesthetic purposes.

   b. Replacement Vegetation. The City shall cause all landscape, shrubs, trees, including but not limited to the 'Wild Privet' shrubbery, that are removed to construct, install, improve, repair, maintain or replace the Stormwater System contained within the Easement Areas to be promptly replaced with shrubs and trees of equivalent size to those which have been removed, provided they are compatible with being placed within close proximity to the improvement within the Stormwater System. All existing lawn that has been disturbed during the City's allowable activities within the Easement Areas shall be promptly replaced with sod. All existing landscaping materials, barriers, irrigation systems, and fences that have been removed or disturbed during the City's allowable activities within the Easement Areas shall be replaced or restored as they existed prior to such
activities. With regard to the surrounding ‘Wild Privet’ shrubbery and cable fence, the City’s contractor shall remove and preserve to the best of Contractor’s ability said items in a location reasonably designated by Grantor, until such time as the City’s allowable activities within the Easement Area can be completed and the shrubbery and cable fence are restored to their original location or an alternative location as reasonably determined by Grantor.

c. Grantor’s Maintenance Responsibility. Except as otherwise set forth herein respective to the City Maintenance Area, after such allowable activities, once the plants, shrubs, trees and/or sod, as needed, have been placed within the Easement Areas by the City and the Easement Areas have been sufficiently restored, the City shall have no further responsibility to maintain such vegetation. Grantor may also provide maintenance to vegetation, including NIBV, within the City Maintenance Area with prior, express, written permission of City.

3. Recitals and Exhibits. The recitals and exhibits in this Agreement are true and correct and are incorporated herein by reference.

4. Authority. Grantor represents and warrants that Grantor holds unencumbered fee simple title to the Easement Area and has the right to grant the easements, interests, rights, and privileges granted to City under this Agreement.

5. City Council Approval. This Agreement shall not be effective as to City unless and until accepted by resolution or ordinance of City Council.

6. Funding. Nothing in this Agreement, including but not limited to any resolution by City Council accepting this Agreement, shall be construed as committing the Grantor or City to any level of funding to the improvements to the Stormwater System. Likewise, nothing in this Agreement shall be construed as committing City to a particular time frame for completing the improvements to the Stormwater System or any portion thereof, except that the improvements shall be substantially completed within 36 months of the commencement of any form of work by the City within the Easement Area (except work relating to design). Notwithstanding any other provision of this Agreement, including but not limited to a resolution by City Council accepting this Agreement, any appropriations for the work to be performed by the City within the Easement Areas must be approved by City Council, and City Council shall have sole discretion as to whether or not to appropriate funds toward such work and/or reallocate funds away from such work or any portion thereof. Under no circumstances shall Grantor be responsible for the costs or expenses of the improvement work to the Stormwater System or any work necessary to restore the Easement Areas.

7. Benefits and Burdens. The rights granted in this Agreement are commercial or governmental in nature and shall run with title to the Property and shall bind Grantor and Grantor’s successors and assigns and every person now or hereafter acquiring any right, title or interest in the Property. The acquisition hereafter by any other party of an ownership interest in fee, leasehold, or otherwise to any portion of the Property shall not operate to extinguish, diminish, repair, impair, or otherwise affect the easement rights granted herein, and said easement rights shall remain a separate and distinct interest in the land.

8. Compliance with Applicable Law. In no event may any use of the Easement Area
by the City violate any applicable law, rule or regulation relating to the Easement Area. The City acknowledges responsibility for the torts of the City and within the City Maintenance Area in the same manner and to the same extent as a private individual under like circumstances, subject to the limitations upon liability and damages, and exemptions from liability and damages, contained in the South Carolina Tort Claims Act (the "Act"), codified at sections 15-78-10 to -220 of the South Carolina Code, as the Act may be amended from time to time.

9. No Third Party Rights. This Agreement shall not be construed to 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 or Grantor under applicable laws. This Agreement does not confer any new right, title, or interest in private property, property owned by the City, City rights-of-way, or the Property, except only in favor of City and then only to the extent expressly provided herein.

10. Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement shall be in writing and shall be deemed effective when either: (i) delivered in person to the address set forth below for the party to whom the notice was given; (ii) three (3) business days after having been sent, by certified mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) on the next business day with respect to any notification provided to the recipient by electronic mail to the electronic mail address specified below; or (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address specified below. Any notice sent as required by this provision and refused by the recipient shall be deemed delivered as of the date of such refusal. For purposes of this provision, the addresses of the parties for all notices are as follows:

If to Grantor: Housing Authority of the City of Charleston
Executive Office
550 Meeting Street
Charleston, SC 29403

If to the City: City of Charleston
Mayor’s Office
80 Broad Street
Charleston, SC 29401

With a copy to: Office of Corporation Counsel
50 Broad Street
Charleston, SC 29401

Either party may, from time to time, by notice in compliance with this Section, designate a different name and/or address to which notices shall be sent.

11. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.
12. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **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 thereto, except that this Agreement does not supersede, replace, or restrict any other written easements, rights, title, or interest previously granted to City, or the City’s predecessors-in-interest, by Grantor or Grantor’s predecessors in title to the Property.

13. **Amendment.** This Agreement may be amended only by a written instrument 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.

14. **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.

15. **Recording.** This Agreement shall be recorded by the City in the ROD Office for Charleston County, South Carolina.

16. **Forum Selection.** Any action or proceeding to enforce or interpret this Agreement or any action or proceeding arising from or relating to this Agreement or its breach, and any action or proceeding arising from or relating to the anticipated work to the Stormwater System shall be brought exclusively in the federal or state courts located in Charleston County, South Carolina, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

17. **Effective Date.** This Agreement will become effective upon execution by the last party to execute this Agreement, as set forth in the date after such party’s signature (the “Effective Date”).

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

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW]
[GRANTOR'S SIGNATURE PAGE FOR EASEMENT AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:

Signed: Azile Rose
Print Name: Azile Rose

First Witness
Print Name: Yvone Hamilton

Second Witness
Print Name: Yvone Hamilton

HOUSING AUTHORITY OF THE CITY OF CHARLESTON
By: Arthur S. Milligan, Jr.
Its: President/CEO
Date: 4-28-2022

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this 28 day of April 2022, by the Housing Authority of the City of Charleston by Arthur S. Milligan, Jr., its President/CEO.

Signature: Aris Hanchard Ferguson
Notary Public for South Carolina
Print Name of Notary: Aris Hanchard Ferguson
My Commission Expires: 12-22-2025

(SEAL OF NOTARY)

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[CITY'S SIGNATURE PAGE FOR EASEMENT AGREEMENT]

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

WITNESSES:          CITY OF CHARLESTON

Witness #1
Print Name: ____________________________

By: John J. Tecklenburg
Its: Mayor

Witness #2
Print Name: ____________________________

STATE OF SOUTH CAROLINA    )
COUNTY OF CHARLESTON       ) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by the City of Charleston, by John J. Tecklenburg, Mayor of the City of Charleston, on this ______ day of ________________, 2022.

Signature: ________________________________
Notary Public for South Carolina
Print Name of Notary: __________________________
My Commission Expires: __________________________
(SEAL OF NOTARY)

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EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY]

All those certain pieces, parcels, or lots of land situate, lying and being in the City of Charleston, Charleston County, South Carolina, more particularly shown and designated as “TMS 463-16-01-001, Enston Home Limited Partnership, DB O261 Pg.588, PB EA Pg. 775, Total Area Inclusive of 50’ Access Easement Depicted 437,749 sq.ft., 10.05 acres,” “TMS 463-16-01-005, The City of Charleston Housing Authority, DB S273 Pg.079, PD EA Pg.775, Tract A, 40,886 sq.ft., 0.94 acres,” and “TMS 463-16-01-007, The City of Charleston Housing Authority, DB S273 Pg.079, PB EA Pg.775, Tract C, 13,953 sq.ft., 0.32 acres,” on that certain plat entitled, “PLAT OF THE ADJUSTMENT OF PROPERTY LINES & ACCESS EASEMENT OF WILLIAM ENSTON HOMES AND TRACTS A AND B OWNED BY THE CITY OF CHARLESTON HOUSING AUTHORITY TO INCLUDE THE ADJUSTMENT OF THE EXISTING 50’ ACCESS EASEMENT, PREPARED FOR HOUSING AUTHORITY OF THE CITY OF CHARLESTON, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,” prepared by Mark Woodrow Ellis (SCPLS No. 13164), dated March 25, 2005, and recorded May 20, 2005 in Plat Book EH at Page 940, in the ROD Office for Charleston County, South Carolina, said pieces, parcels, or lots of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

TMS Nos. 463-16-01-001
463-16-01-005
463-16-01-007

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EXHIBIT B

[LEGAL DESCRIPTION OF THE UTILITY EASEMENT AREAS]

All those certain easements situate, lying and being in the City of Charleston, Charleston County, South Carolina, more particularly shown and designated as, “GENERAL CITY OF CHARLESTON UTILITY EASEMENT, 3,231 SQ FT / 0.07 AC,” “GENERAL CITY OF CHARLESTON UTILITY EASEMENT, 21,412 SQ FT / 0.49 AC,” and “GENERAL CITY OF CHARLESTON UTILITY EASEMENT, 4,968 SQ FT / 0.11 AC,” on that certain plat entitled, “DRAINAGE EASEMENT PLAT, HUGER BASIN DRAINAGE IMPROVEMENTS, TMS: 463-16-01-001, 005, 007, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,” by Marion H. Weatherford (SCPLS No. 25146), dated April 28, 2021, and recorded February 3, 2022 in Plat Book L22 at Page 0047 in the ROD Office for Charleston County, South Carolina, said easements having such size, shape, dimensions, butttings and boundings as will by reference to said plat more fully and at large appear.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
EXHIBIT C

[LEGAL DESCRIPTION OF THE ACCESS EASEMENT AREAS]

All that certain easement area situate, lying and being in the City of Charleston, Charleston County, South Carolina, more particularly shown and designated as, "EXISTING ACCESS EASEMENT," on that certain plat entitled, "DRAINAGE EASEMENT PLAT, HUGER BASIN DRAINAGE IMPROVEMENTS, TMS: 463-16-01-001, 005, 007, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," by Marion H. Weatherford (SCPLS No. 25146), dated April 28, 2021, and recorded February 3, 2022 in Plat Book L22 at Page 0047 in the ROD Office for Charleston County, South Carolina, said easement area having such size, shape, dimensions, butttings and boundings as will by reference to said plat more fully and at large appear.

[END OF DOCUMENT]
TO: Committee on Real Estate
FROM: Scott Watson
DATE: May 9, 2022
DEPT: Cultural Affairs
ADDRESS: 53 Meeting Street

PROPERTY OWNER: First Scots Presbyterian Church
ACTION REQUEST: Approval of June 2 and June 6 use of First Scots Presbyterian Church for Piccolo Spoleto Organ recital

ORDINANCE: Is an ordinance required? Yes ☑ No ☒

COORDINATION: The request has been coordinated with:

Department Head
Legal Department
Chief Financial Officer
Director Real Estate Management
Director, Cultural Affairs

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).
REQUEST FOR SANCTUARY USE

Performance: Piccolo Spoleto Festival - L'Organò Series - Rees Taylor Roberts, organist

Name of Group: City of Charleston

Group's Contact Person: Bob Gant

Group's Contact Phone Numbers: 843-801-5789

Description of Performance/Group: Organ Recital

Date of Performance: Thursday, June 2 Date of Rehearsal: n/a

Time of Performance: 10:00 AM Time of Rehearsal: n/a

Expected size of Audience: 150

Admission will be (check one) ___ Free  X ___ Free with donations accepted  ___ Tickets to be sold at $___ each.

Certificate of Liability Insurance must be provided to the church administrator at least 14 days prior to the event showing the group's coverage for a minimum of $1,000,000 and naming First (Scots) Presbyterian Church as an additional insured on the group's policy. $600,000 City of Charleston

Reimbursement fee for use of the Sanctuary including opening, closing & cleaning of Sanctuary is $200 for 3 hours. Sexton fee $50.00/hour additional time. Fees are payable to First (Scots) Presbyterian Church two weeks before event and should be directed to Church Administrator, 53 Meeting Street, Charleston, SC 29401. Church Administrator, in conference with the staff, may adjust fees.

Check any other needs you will have for this performance. Staff must approve all individual requests:

___ Chairs (#___)  ___ Lights  ___ PA System

___ Removal and replacement of any Sanctuary furnishings

___ Musical instruments (organ, piano, harpsichord)

___ Temporary Storage or delivery of other equipment or properties that will be brought on the property of First (Scots). Please attach description of items and when they will be delivered or stored.

Please Note: The Sanctuary Pulpit may not be moved.

Please read the policies on reverse side and sign.

Requested: ___ Approved  ___ Not Approved  ___ Certificate of Liability Insurance Received

Fees Required: $________________________ Received________________________

Staff member: ______________________________ Date: ________________________

First (Scots) Presbyterian Church
53 Meeting Street, Charleston, South Carolina 29401 843-722-8882

Rev 20014
POLICIES FOR USE OF
FIRST (SCOTS) PRESBYTERIAN SANCTUARY

Our Sanctuary is the site of our weekly worship and the focus for our life as a congregation. It is also a beautiful historic structure as well as an acoustically resonant room. First (Scots) is committed to being a good steward of this invaluable resource. We believe we are called to share this facility with the larger community by making the Sanctuary available to performing artists. In order to preserve this space for the benefit of all who experience performances here, we have established the following policies:

I. Persons wishing to use the Sanctuary must fill out the form (see reverse side) requesting the date and informing the staff of all details of the proposed performance at least two months before the event date. Directors of Music or Clergy, in consultation with the rest of the staff, review requests for use of the Sanctuary. Requests are reviewed at the weekly staff meeting.

II. Reimbursement fee for use of the Sanctuary is $300 for up to three (3) hours and $50 per hour for additional time. Sexton fees ($50 hr.) will be paid for rehearsal times if not during normal business hours. Performers are responsible for leaving the Sanctuary in good order and are responsible for any damage. A deposit to cover the expected fees is required 14 days before any use of the Sanctuary. Checks must be directed to the Church Administrator and made payable to First (Scots) Presbyterian Church at the address on this form 14 days before the event. The Church Administrator, in conference with the staff, may adjust these fees.

III. Events and rehearsals may not interfere with any church activities, including worship services, funerals, and weddings. Tables and other items may not be set up on the portico prior to one hour before an event.

IV. Installations of equipment, use of the Sanctuary for rehearsal, and use of any other properties all require written permission. The pulpit may not be moved and other sanctuary furniture including the harpsichord, piano, communion table, and baptismal font may be moved only with Church Administrator permission and supervision. The Director of Instrumental Music must approve any use of Sanctuary instruments.

V. One First (Scots) usher-greeter will be present at all events. However, hosts are expected to provide ushers for their events.

VI. Unless prior arrangements have been made with the Church Administrator, persons using the sanctuary are asked to enter only the first floor of the sanctuary building, which includes the parlor, chapel, and restrooms. Access to other parts of the church is restricted; users need to be aware that intruder alarms may be set in some areas.

VII. Neither smoking nor the possession or use of alcoholic beverages is permitted in church buildings or on the surrounding property. No food or drink is allowed in the sanctuary, the chapel, or the parlor.

VIII. First (Scots) assumes no responsibility for anyone who advertises a performance date before they receive permission to use the Sanctuary.

IX. First (Scots) assumes no responsibility for personal injuries or damage to property belonging to others incurred in our Sanctuary. The Group using the Sanctuary shall provide the Church with a certificate of insurance verifying that they have at least $1,000,000 Combined Single Limit of Liability coverage for Bodily Injury and Property Damage, certificate shall show evidence of workers compensation coverage covering the use and activities relating to this agreement. The certificate of insurance shall name First (Scots) Presbyterian Church as an additional insured under the User's policy. The certificate of insurance should be presented to the Church Administrator at least fourteen (14) days before the scheduled event. The User agrees to hold harmless and indemnify First (Scots) Presbyterian Church.

X. I understand and agree to the policies for use of the First (Scots) Sanctuary and warrant that I have authority to execute this agreement as agent for the Group using the Sanctuary.

Signature of Group's Representative: ________________________________ Date: ____________________

First (Scots) Presbyterian Church
53 Meeting Street, Charleston, South Carolina 29401 843-722-8882 Rev 2/2014
REQUEST FOR SANCTUARY USE

- Performance: Piccolo Spoleto Festival - L'Organo Series - Daniel Sansone, organist
- Name of Group: City of Charleston
- Group's Contact Person: Bob Gant
- Group's Contact Phone Numbers: 843-801-5789
- Description of Performance/Group: Organ Recital
- Date of Performance: Monday, June 6
- Date of Rehearsal: n/a
- Time of Performance: 10:00 AM
- Time of Rehearsal: n/a
- Expected size of Audience: 150
- Admission will be (check one) Free x Free with donations accepted ____ Tickets to be sold at $ each.
- Certificate of Liability Insurance must be provided to the church administrator at least 14 days prior to the event showing the group's coverage for a minimum of $1,000,000 and naming First (Scots) Presbyterian Church as an additional insured on the group's policy.
- Reimbursement fee for use of the Sanctuary including opening, closing & cleaning of Sanctuary is $200 for 3 hours. Sexton fee $50.00/hour additional time. Fees are payable to First (Scots) Presbyterian Church two weeks before event and should be directed to Church Administrator, 53 Meeting Street, Charleston, SC 29401. Church Administrator, in conference with the staff, may adjust fees.
- Check any other needs you will have for this performance. Staff must approve all individual requests:
  - Chairs (#____) _____Lights _____PA System
  - ____Removal and replacement of any Sanctuary furnishings
  - x Musical instruments (organ, piano, harpsichord)
  - ____Temporary Storage or delivery of other equipment or properties that will be brought on the property of First (Scots). Please attach description of items and when they will be delivered or stored.

Please read the policies on reverse side and sign.

Requested: ____Approved ____Not Approved ____Certificate of Liability Insurance Received
Fees Required: $____________________ Received____________________
Staff member: ___________________________ Date: ___________________________
POLICIES FOR USE OF
FIRST (SCOTS) PRESBYTERIAN SANCTUARY

Our Sanctuary is the site of our weekly worship and the focus for our life as a congregation. It is also a beautiful historic structure as well as an acoustically resonant room. First (Scots) is committed to being a good steward of this invaluable resource. We believe we are called to share this facility with the larger community by making the Sanctuary available to performing artists. In order to preserve this space for the benefit of all who experience performances here, we have established the following policies:

I. Persons wishing to use the Sanctuary must fill out the form (see reverse side) requesting the date and informing the staff of all details of the proposed performance at least two months before the event date. Directors of Music or Clergy, in consultation with the rest of the staff, review requests for use of the Sanctuary. Requests are reviewed at the weekly staff meeting.

II. Reimbursement fee for use of the Sanctuary is $200 for up to three (3) hours and $50 per hour for additional time. Sexton fees ($50/hr.) will be paid for rehearsal times if not during normal business hours. Performers are responsible for leaving the Sanctuary in good order and are responsible for any damage. A deposit to cover the expected fees is required 14 days before any use of the Sanctuary. Checks must be directed to the Church Administrator and made payable to First (Scots) Presbyterian Church at the address on this form 14 days before the event. The Church Administrator, in conference with the staff, may adjust these fees.

III. Events and rehearsals may not interfere with any church activities, including worship services, funerals, and weddings. Tables and other items may not be set up on the portico prior to one hour before an event.

IV. Installations of equipment, use of the Sanctuary for rehearsal, and use of any other properties all require written permission. The pulpit may not be moved and other sanctuary furniture including the harpsichord, piano, communion table, and baptismal font may be moved only with Church Administrator permission and supervision. The Director of Instrumental Music must approve any use of Sanctuary instruments.

V. One First (Scots) usher/greeter will be present at all events. However, hosts are expected to provide ushers for their events.

VI. Unless prior arrangements have been made with the Church Administrator, persons using the sanctuary are asked to enter only the first floor of the sanctuary building, which includes the parlor, chapel, and restrooms. Access to other parts of the church is restricted; users need to be aware that intruder alarms may be set in some areas.

VII. Neither smoking nor the possession or use of alcoholic beverages is permitted in church buildings or on the surrounding property. No food or drink is allowed in the sanctuary, the chapel, or the parlor.

VIII. First (Scots) assumes no responsibility for anyone who advertises a performance date before they receive permission to use the Sanctuary.

IX. First (Scots) assumes no responsibility for personal injuries or damage to property belonging to others incurred in our Sanctuary. The Group using the Sanctuary shall provide the Church with a certificate of insurance verifying that they have a minimum of $1,000,000 Combined Single Limit of Liability coverage for Bodily Injury and Property Damage; certificate shall show evidence of workers compensation coverage covering the use and activities relating to this agreement. The certificate of insurance shall name First (Scots) Presbyterian Church as an additional insured under the User’s policy. The certificate of insurance should be presented to the Church Administrator at least fourteen (14) days before the scheduled event. The User agrees to hold harmless and indemnify First (Scots) Presbyterian Church.

X. I understand and agree to the policies for use of the First (Scots) Sanctuary and warrant that I have authority to execute this agreement as agent for the Group using the Sanctuary.

Signature of Group’s Representative: ____________________________ Date: ____________________________

First (Scots) Presbyterian Church
53 Meeting Street, Charleston, South Carolina 29401  843-722-8882 Rev. 2/2014
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate
FROM: Scott Watson
DATE: May 9, 2022
DEPT: Cultural Affairs

ADDRESS: 200 East Bay Street

PROPERTY OWNER: US Custom House
Approval with General Service Administration for use of US Custom House
during Piccolo Spoleto for dates May 27, 28, 29.

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
Director, Cultural Affairs

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).
APPLICATION/PERMIT FOR USE OF SPACE  
IN PUBLIC BUILDINGS AND GROUNDS  

Could Control Number: 3090-0344  
Expiration Date: 11/30/2016

Public reporting burden of this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to the Office of Management and Budget, Paperwork Reduction Project (PM), GSA Public Buildings Service, Washington, DC 20405.

[Insert text from the form]

### PART I - APPLICATION

<table>
<thead>
<tr>
<th>FIELD</th>
<th>INFORMATION</th>
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<tbody>
<tr>
<td>FIRST NAME</td>
<td>Basil</td>
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<tr>
<td>MIDDLE NAME</td>
<td>C</td>
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<tr>
<td>LAST NAME</td>
<td>Punsalan</td>
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<tr>
<td>TELEPHONE NUMBER</td>
<td>843-577-2311</td>
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<td>EXTENSION</td>
<td></td>
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<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:Punsalan@charleston-sc.gov">Punsalan@charleston-sc.gov</a></td>
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<tr>
<td>STREET</td>
<td>75 Calhoun St., Suite 3800</td>
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<tr>
<td>CITY</td>
<td>Charleston</td>
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<td>STATE</td>
<td>SC</td>
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<td>ZIP CODE</td>
<td>29401</td>
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**SPONSOR, PROMOTER OR CONDUCTOR OF PROPOSED ACTIVITY**

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<tr>
<th>FIELD</th>
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<tr>
<td>NAME OF PERSON OR ORGANIZATION</td>
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<td>PHONE</td>
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**SUPERVISION OR RESPONSIBILITY FOR THE PROPOSED ACTIVITY**

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**DESCRIPTION OF PROPOSED ACTIVITY**

Piccolo Spoleto Sunset Serenade (Charleston Symphony)

Stage set day prior

**PROPOSED BUILDING**

Charleston U.S. Custom House

**PROPOSED AREA**

Concord St. exterior

**PROPOSED DATES AND HOURS DURING WHICH THE ACTIVITY IS TO BE CARRIED OUT**

*From May 17, 2011 to May 17, 2012*

5:00 PM - 11:30 PM

**APPROXIMATE NUMBER OF PERSONS TO BE ENGAGED IN THIS ACTIVITY (IF KNOWN)**

4,000

**IMPORTANT:** If applicant purports to represent an organization, a letter or other documentation that the applicant has authority to represent that organization is required to be submitted with this form.

**APPLICANT'S PROPOSING TO ENGAGE IN THE SOLICITATION OF FUNDS MUST CHECK ONE OF THE FOLLOWING STATEMENTS:**

- [ ] I certify that: There will be no solicitation of funds.
- [ ] My organization has received an official Internal Revenue Service (IRS) ruling or letter of determination stating that the organization or its parent organization qualifies for tax-exempt status under 26 U.S.C. 501(c)(3) (c)(4), or (c)(5); or
- [ ] My organization has applied to the IRS for a determination of tax-exempt status under 26 U.S.C. 501(c)(3), (c)(4), or (c)(5), and that the IRS has not yet issued a final administrative ruling or determination of such status.

**CERTIFICATION:** I certify that the above information is true and correct.

**SIGNATURE OF APPLICANT**

**DATE SIGNED**

---

**PART II - PERMIT (TO BE COMPLETED BY GSA ONLY)**

<table>
<thead>
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<th>FIELD</th>
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<tr>
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<th>GSA APPROVING OFFICIAL</th>
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<tr>
<td>NAME OF OFFICIAL</td>
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<tr>
<td>DATE SIGNED</td>
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</table>
PART III - CONDITIONS

By submitting this form, Applicant agrees to the following terms and conditions:

Applicant will conduct the proposed activity strictly in accordance with the description of the activity in this permit.

Applicant must submit, as part of this permit, a copy, sample or accurate description of any materials proposed for distribution at the event.

Unless otherwise agreed to, in writing, by GSA and incorporated into this permit, the Applicant assumes all responsibility for, and costs and expenses associated with, clean-up of the grounds, providing trash containers and disposal of trash, as well as any additional security, electrical and water or related services needed to support the activity. Portable restroom facilities may be authorized, at Applicant's sole cost and expense, if Applicant arranges for the removal before the beginning of the next business day.

GSA will neither store nor assume any responsibility for any materials that are used for any event.

The City, to the extent permitted by law and to the extent of available appropriations authorized for the purpose, hereby agrees to be responsible for any and all damages incurred by Lessor and caused by the City, its employees, agents, contractors, or invitees, to the extent such arise from the City's use of Lessor's property on May 27, 2023. The foregoing assumption of responsibility shall not extend to damages or costs based upon the acts or omission of the City's employees, agents, contractors, or invitees for which the City would not be liable for under the South Carolina Tort Claims Act of 1945 (28 U.S.C. § 2671 ET SEQ.)

In keeping with federal policy regarding retention of records associated with federal contracts and the like, GSA will retain a copy of the permit for three (3) years from the date of issuance.

Special terms and conditions related to this permit are listed below (and continued on the following page(s), if necessary):


SIGNATURE OF APPLICANT | DATE SIGNED

If the request to use federal space is denied or an issued permit is cancelled, the Applicant may appeal within 5 calendar days of the notification of disapproval or cancellation to the GSA Regional Administrator or his/her designee. For more information about how to request the use of Federal property under 40 U.S.C. § 561(h) and Federal Management Regulation 41 C.F.R. part 102-74, subpart D, please contact GSA's Office of Facilities Management and Services Programs (PM), 1900 F Street, NW, Washington, DC 20405 or visit www.gsa.gov
APPLICATION/PERMIT FOR USE OF SPACE
IN PUBLIC BUILDINGS AND GROUNDS

APPLICATION/PERMIT FOR USE OF SPACE
IN PUBLIC BUILDINGS AND GROUNDS

First Name: Basil  Middle Initial: C  Last Name: Punsalan

Address: 75 Calhoun St. Suite 3800 Charleston, SC 29401

Telephone Number: 843-577-2311

City: Charleston  State: SC  Zip Code: 29401

Name of Person or Organization: City of Charleston

Telephone Number: 843-577-2311

City: Charleston  State: SC  Zip Code: 29401

SPONSOR, PROMOTER OR CONDUCTOR OF PROPOSED ACTIVITY

Name: Basil C. Punsalan

Address: 75 Calhoun St. Suite 3800 Charleston, SC 29401

Telephone Number: 843-577-2311

City: Charleston  State: SC  Zip Code: 29401

SUPERVISION OF/YARD RESPONSIBILITY FOR THE PROPOSED ACTIVITY

Description of Proposed Activity: Piccolo Spoleto Band concert

Proposed Building: Charleston U.S. Custom House

Proposed Area: East Bay exterior

Proposed Dates and Hours During Which the Activity is to be Carried Out: May 28, 2022 to May 29, 2022, 10:30 AM to 12:00 AM

Approximate Number of Persons to be Engaged in this Activity (If Known): 1000

Applicants proposing to engage in the solicitation of funds must check one of the following statements:

☐ I hereby certify that: There will be no solicitation of funds.

☐ I represent and will be soliciting funds for the sole benefit of a religion or religious group;

☐ My organization has received an official Internal Revenue Service (IRS) ruling or letter of determination stating that the organization or its parent organization qualifies for tax-exempt status under 26 U.S.C. 501(c)(3), (c)(4), or (c)(5); or

☐ My organization has applied to the IRS for a determination of tax-exempt status under 26 U.S.C. 501(c)(3), (c)(4), or (c)(5), and that the IRS has not yet issued a final administrative ruling or determination of such status.

Certification: I certify that the above information is true and correct.

Signature of Applicant

Date Signed

PART II - PERMIT (TO BE COMPLETED BY GSA ONLY)

Designated Building and Area, Actual Dates and Hours, for Which Activity Approved

Building: Charleston U.S. Custom House

Area: East Bay exterior

From: May 28, 2022

To: May 29, 2022

Hours: 10:30 AM to 12:00 AM

GSA Approving Official

Signature: ____________________________

Name of Official: ____________________________

Date Signed: ____________________________
PART III - CONDITIONS

By submitting this form, Applicant agrees to the following terms and conditions:

Applicant will conduct the proposed activity strictly in accordance with the description of the activity in this permit.

Applicant must submit, as part of this permit, a copy, sample or accurate description of any materials proposed for distribution at the event.

Unless otherwise agreed to, in writing, by GSA and incorporated into this permit, the Applicant assumes all responsibility for, and costs and expenses associated with, clean-up of the grounds, providing trash containers and disposal of trash, as well as any additional security, electrical and water or related services needed to support the activity. Portable restroom facilities may be authorized, at Applicant's sole cost and expense, if Applicant arranges for the removal before the beginning of the next business day.

GSA will neither store nor assume any responsibility for any materials that are used for an event.

The City, to the extent permitted by law and to the extent of available appropriations authorized for the purpose, hereby agrees to be responsible for any and all damages incurred by Lessor and caused by the City, its employees, agents, contractors, or invitees, to the extent such arise from the City's use of Lessor's property. The foregoing assumption of responsibility shall not extend to damages or costs based upon the acts or omission of the City's employees, agents, contractors, or invitees for which the City would not be liable for under the South Carolina Tort Claims Act of 1945 (28 U.S.C. § 2671 ET SEQ.)

In keeping with federal policy regarding retention of records associated with federal contracts and the like, GSA will retain a copy of the permit for three (3) years from the date of issuance.

Special terms and conditions related to this permit are listed below (and continued on the following page(s), if necessary):

SIGNATURE OF APPLICANT

DATE SIGNED

If the request to use federal space is denied or an issued permit is cancelled, the Applicant may appeal within 5 calendar days of the notification of disapproval or cancellation to the GSA Regional Administrator or his/her designee. For more information about how to request the use of Federal property under 40 U.S.C. § 581(h) and Federal Management Regulation 41 C.F.R. part 102-74, subpart D, please contact GSA's Office of Facilities Management and Services Programs (PMI), 1000 F Street, NW, Washington, DC 20405 or visit www.gsa.gov

GSA 3453 (REV. 9/2012) BACK
APPLICATION/PERMIT FOR USE OF SPACE
IN PUBLIC BUILDINGS AND GROUNDS

First Name: Basil
Middle Name: C
Last Name: Punyalan
Telephone Number: 843-577-2311
E-mail Address: PunyalanC@charleston-sc.gov
City: Charleston
State: SC
ZIP Code: 29401

NAME OF PERSON OR ORGANIZATION: City of Charleston, SC
Telephone Number: 843-577-2311
City: Charleston
State: SC
ZIP Code: 29401

DESCRIPTION OF PROPOSED ACTIVITY: Piccolo Spoleto Band concert

PROPOSED BUILDING: Charleston U.S. Custom House
PROPOSED AREA: East Bay exterior

PROPOSED DATES AND HOURS DURING WHICH THE ACTIVITY IS TO BE CARRIED OUT: May 29, 2022 to May 29, 2022 from 11:00 AM to 2:00 PM
APPROXIMATE NUMBER OF PERSONS TO BE ENGAGED IN THIS ACTIVITY: 1,000

I HEREBY CERTIFY THAT: There will be no solicitation of funds.

CERTIFICATION: I CERTIFY that the above information is true and correct.

SIGNATURE OF APPLICANT

PART II - PERMIT (TO BE COMPLETED BY GSA ONLY)

DESIGNATED BUILDING AND AREA, ACTUAL DATES AND HOURS, FOR WHICH ACTIVITY APPROVED

BUILDING

AREA

FROM

TO

HOURS

GSA APPROVING OFFICIAL

SIGNATURE

NAME OF OFFICIAL

DATE SIGNED

GENERAL SERVICES ADMINISTRATION

GSA 3453 (REV. 9/2012)
PART III - CONDITIONS

By submitting this form, Applicant agrees to the following terms and conditions:

Applicant will conduct the proposed activity strictly in accordance with the description of the activity in this permit.

Applicant must submit, as part of this permit, a copy, sample or accurate description of any materials proposed for distribution at the event.

Unless otherwise agreed to, in writing, by GSA and incorporated into this permit, the Applicant assumes all responsibility for, and costs and expenses associated with, clean-up of the grounds, providing trash containers and disposal of trash, as well as any additional security, electrical and water or related services needed to support the activity. Portable restroom facilities may be authorized, at Applicant's sole cost and expense, if Applicant arranges for the removal before the beginning of the next business day.

GSA will neither store nor assume any responsibility for any materials that are used for an event.

The City, to the extent permitted by law and to the extent of available appropriations authorized for the purpose, hereby agrees to be responsible for any and all damages incurred by Lessor and caused by the City, its employees, agents, contractors, or invitees, to the extent such arise from the City's use of Lessor's property on May 29, 2022. The foregoing assumption of responsibility shall not extend to damages or costs based upon the acts or omission of the City's employees, agents, contractors, or invitees for which the City would not be liable for under the South Carolina Tort Claims Act of 1945 (28 U.S.C. § 2671 ET SEQ.)

In keeping with federal policy regarding retention of records associated with federal contracts and the like, GSA will retain a copy of the permit for three (3) years from the date of issuance.

Special terms and conditions related to this permit are listed below (and continued on the following page(s), if necessary):

SIGNATURE OF APPLICANT

DATE SIGNED

If the request to use federal space is denied or an issued permit is cancelled, the Applicant may appeal within 5 calendar days of the notification of disapproval or cancellation to the GSA Regional Administrator or his/her designee. For more information about how to request the use of Federal property under 40 U.S.C. § 551(h) and Federal Management Regulation 41 C.F.R. part 102-74, subpart D, please contact GSA's Office of Facilities Management and Services Programs (PM), 1800 F Street, NW, Washington, DC 20405 or visit www.gsa.gov
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate
FROM: Scott Watson
ADDRESS: 136 Church Street

DATE: May 9, 2022
DEPT: Cultural Affairs

PROPERTY OWNER: French Huguenot Church
Approval of June 3 use of French Huguenot Church for Piccolo Spoleto Organ recital

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
Director, Cultural Affairs

Signature
Attachments

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

*If approved, provide the following:
Exec/Cultural Dept/Div. Affairs Acct: 560600
Balance in Account Amount needed for this item

NEED: Identify any critical time constraint(s).
French Protestant Church (Huguenot) Church
P. O. Drawer 917
Charleston, SC 29402

Phone: 843.722.4385  Email: french@huguenotchurchofcharleston.com Fax: 843.722.4386

Permission Application for Facilities Usage

Name / Group / Organization: City of Charleston  Phone: 843-724-7307

Address: 75 Calhoun Street, Suite 3800  City/St Zip ____________________________

Email: WorkmanR@charleston-sc.gov

Facilities Requested (please circle): [Church] Huguenot Heritage Hall, Children's Sunday School
Use of Kitchen: Yes or No  Purpose of Use: ____________________________

Day and Date Requested (Event can only be reserved 2 months in advance): 6/3/2022

Time Requested: From ___:00 AM ___ To: ___:00 PM  Total: ___ Hours ___ Minutes

Building Usage Agreement Signed? Yes  X  No

Church Rental Fee (  ) Received By:  ____________________________ Date: ____________

Huguenot Heritage Hall (44 Queen Street) Fee (  ) Received By:  ____________________________ Date: ____________

Children's Sunday School (40 Queen Street) Fee (  ) Received By:  ____________________________ Date: ____________

Key Deposit ($25) Date Out ______ Date Returned ______ Received By:  ____________________________

Fees for each building will be $250.00 for the first hour and $100.00 for each hour after with total fees no more than $500.00. All fees are to be paid on approval.

“I have read the building usage agreement and will comply with all the expectations outlined.”

Signed:  ____________________________ Date:  ____________________________

Signature of the Applicant

Title:  ____________________________ Address:  ____________________________

Phone:  ____________________________ Email:  ____________________________

Approved & signed by:  ____________________________

President of the Board of Directors

Approved & signed by:  ____________________________

Administrative Assistant

Guidelines:
Please list one event per form.
Forms must be submitted to the church office in person or via fax or email.
Please notify the church immediately if the event is cancelled. Fees are non-refundable.
Dates are not reserved until approved by the President of the Board of Directors, Chairman of the Body of Elders, and the Administrative Assistant.
Keys are to be returned within a week after event date and deposit will be refunded.
All payments will be made with a check from the applicant.
Property Safety and Security Agreement for Building Usage

I/We the undersigned __________________________ (Name of Organization) of the city of ___________ Charleston __________ state of SC ___________ shall be using the building and grounds of the French Protestant (Huguenot) Church from (date) 6/3/2022 (time) 8:00 am to (date) 6/3/2022 (time) 12:00 PM for the purpose of Piccolo Spoleto Festival organ recital _______ ____________________________ herein referred to as "the Activity."

I/We understand and agree that neither French Protestant (Huguenot) Church nor its trustees, representatives, employees or agents may be held liable in any way for an occurrence in connection with the Activity which may result in injury, harm, or other damages to the undersigned or members of our organization and guests, invited or not.

As part of the consideration for being allowed to use your facility, building, and grounds as well as all appliances and fixtures in the Activity, I/We hereby assume all risk in connection with participation in the Activity. I/We further release French Protestant (Huguenot) Church, its trustees, representatives, employees or agents for any damage which may occur while participating in the Activity. I/We further agree to save and hold harmless French Protestant (Huguenot) Church, its trustees, representatives, employees or agents from any claim by the undersigned member of the Organization, their estates, heirs, or assigns arising out of our participation in any form or fashion in the Activity. I/We also authorize French Protestant (Huguenot) Church, its employees or agents to render or obtain such emergency medical care or treatment as may be necessary should any injury, harm, or accident occur while participating in the Activity.

I/We further state that I/We are authorized to sign this agreement: that I/We understand the terms here in are contractual and not mere recital; and that I/We have signed this document of my/our own free act and volition. I/We further state and acknowledge that I/We have fully informed ourselves of the content of this affirmation and release by reading it before I/We signed it.

I/We have executed this affirmation and release on the ______ day of ______________, 20____

Signature ____________________________
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate
FROM: Scott Watson
ADDRESS: 405 King Street

DATE: May 9, 2022

PROPERTY OWNER: St. Matthews Lutheran Church
ACTION REQUEST: Approval of June 1 and June 8 use of St. Matthews Lutheran Church for Piccolo Spoleto Organ recital

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

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

Department Head Signature Attachments
Legal Department
Chief Financial Officer
Director Real Estate Management
Director, Cultural Affairs

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).
ST. MATTHEW’S LUTHERAN CHURCH
405 King Street
Charleston, SC 29403

FACILITIES AGREEMENT

This Facilities Agreement ("Agreement") is entered into between
St. Matthew’s Lutheran Church and City of Charleston ("User")
and is effective upon the date accepted by St. Matthew’s Lutheran Church (see below).

WHEREAS, User desires to rent certain facilities from St. Matthew’s Lutheran Church
and St. Matthew’s Lutheran Church desires to rent such facilities to User. The parties
agree as follows:

1. USER INFORMATION

The following information is required for the use of St. Matthew’s Lutheran Church
and/or its facilities:

Date of intended use: Wednesday, June 1, 2022.

Facility requested: St. Matthew’s Nave

Time of opening: 8:00 AM
Time of closing: 12:00 PM

Event schedule to begin: 10:00 AM
Event schedule to end: 11:30 AM

Approximate number of people in attendance: 150-200
Permission granted for audience access to the balcony.

Description of intended activity: Piccolo Spoleto L’Organo recital.
TERMS AND CONDITIONS

User agrees to pay the following fees for the use of the Facilities:

A. Use of the Facilities without kitchen privileges: N/A

B. Use of the Facilities with kitchen privileges (includes the use of dishes, cooking utensils, tables and dishwasher): N/A

C. Use of Sanctuary: fee waived for 2022

D. Supervisor fee: fee waived for 2022

E. Police protection fee: fee waived for 2022
to be paid directly by user to St. Matthew's Lutheran Church. Fee is $120.00 for each officer, per each event. Two officers are required for each event. Two hundred forty dollars per event.

F. Total payable to St. Matthew's Lutheran Church: N/A.

DATE FEES DUE AND PAYABLE: N/A.

2. BUILDING USE POLICIES

- **Use of Sanctuary:** the organ and pianos are available upon request. The performer will be given instrument access 1-2 days before the event and on the day of the program.

- **St. Matthew's Lutheran Church does not have parking available. All parking for events is the sole responsibility of the attendees.**

- You will be required to sign a rental agreement.

- The room you have reserved will be clean prior to your event. The room should be left in the state it was found at the end of your event. A sexton will be required, and you will be responsible for paying this person directly. They have a limited role to ensure the property is maintained to our standards. Any excessive trash, extra cleanup required out of the norm is the responsibility of the payer (TBD future damage fee will be used as necessary and/or additional fees if required). SMLC-Charleston reserves the right to withhold any and all funds from the damage deposit as it deems necessary for the facilities being left in poor condition.
• Food or drink is allowed in the room you have reserved as long as it is cleaned up afterwards. With the exception of bottled water, food and drink are not allowed in the Sanctuary.

• Please replace moved furniture at the end of your event. **NO SANCTUARY ITEMS ARE TO BE MOVED.**

• Any fixtures/furniture moved must be pre-approved by the church representative on-site prior to moving and must be placed in identical position before leaving the space. Do no remove furniture from the premises.

• Use your reserved space only for its intended and stated purpose.

• Refrain from any activity that would cause a nuisance to other building users or immediate neighbors, including excessive noise or strong odors.

• Make a reasonable effort to not overload the electrical, plumbing, or HVAC systems.

• No Pets Allowed (except for service animals). No birds.

• Any signage must be pre-approved that you put up and cannot damage the building and must be taken down at the end of your event.

• We do not allow balloons or similar decorations in the Sanctuary.

• No alcohol is allowed on the premises.

• Smoking is not allowed on the campus of the church.

• No gambling.

• No hazardous materials may be brought upon or disposed of, on the premises.

• The use of candles is permitted provided approved in advance by the church representative. No other smoke producing devices are permitted due to potential activation of the fire alarm system. No incense.

• All exits of the Sanctuary must remain accessible during the usage.

• At the end of your event, make sure the space you have reserved looks as it did when you arrived.

• Notify the office immediately of any broken or damaged equipment or church property.
• Please make sure any food waste is disposed of in the outdoor garbage bins and any stored food is secured in rodent proof, locking plastic containers.

• Do not store anything on church premises without express permission from your event coordinator.

• You are responsible for any costs incurred from fixing or replacing any items damaged by your group.

• SMLC-Charleston is not responsible for any lost or stolen items.

    SMLC-Charleston is not responsible for any damage or injury of any kind.

• Ensure there is adequate supervision of children while on church property. Try to aim to have 3 people in situations involving children with a ratio of either 2 children to 1 adult or 2 adults to 1 child.

• SMLC-Charleston will have a member on duty. The member has access to all church property and is there to represent the church and in no way will be involved in ticket sales, program distribution or other roles except representing SMLC-Charleston.

• Cancellation policy: All fees will be refunded to the payer if event is cancelled 60 days in advance. If the event is cancelled less than 60 days, any deposits made up to the cancellation date are the property of SMLC-Charleston. If the event has paid in full (including the damage deposit), the refundable damage deposit will be returned. If an event is moved to a later calendar date, any cancellation after the date change is enacted will result in a forfeiture of all deposits, regardless of advance notice given for the cancellation.

• The church reserves the right to cancel an event and will return all fees if necessary due to any unforeseeable weather concern or emergency that would force the property to not be accessible.

• The Sanctuary is limited to 300 attendees. The upstairs balcony area is not accessible unless requested in advance.

• The Payer will be required to pay Charleston Police Department Off Duty officers as specified by SMLC-Charleston.
3. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

User agrees to defend, indemnify and hold St. Matthew's Lutheran Church, its employees, officers, volunteers or members, harmless from all claims, demands, obligations or suits whatsoever resulting from personal injury or property damage to any person, including but not limited to participants, guests, invitees, corporations or other entities arising directly or indirectly from the use of the facilities or other church property for the purposes described herein, except to the extent that such are directly and proximately caused by the negligence, gross negligence or intentional conduct of St. Matthew's Lutheran Church, its employees, officers, volunteers or members.

4. CHILD PROTECTION POLICY

User agrees to abide by the Child Protection Policy of St. Matthew's Lutheran Church while using the Facilities. (Synopsis attached)

NAME OF USER: ________________________________

BY: __________________________________________

TITLE: __________________________

DATE: _________________________________

ACCEPTED BY ST. MATTHEW'S LUTHERAN CHURCH

Signed: ____________________________ (Authorized Representative)

Title: ________________________________

Date Accepted: ______________________

5
ST. MATTHEW’S LUTHERAN CHURCH
405 King Street
Charleston, SC 29403

FACILITIES AGREEMENT

This Facilities Agreement ("Agreement") is entered into between
St. Matthew’s Lutheran Church and City of Charleston ("User")
and is effective upon the date accepted by St. Matthew’s Lutheran Church (see below).

WHEREAS, User desires to rent certain facilities from St. Matthew’s Lutheran Church
and St. Matthew’s Lutheran Church desires to rent such facilities to User. The parties
agree as follows:

1. USER INFORMATION

The following information is required for the use of St. Matthew’s Lutheran Church
and/or its facilities:

Date of intended use: Wednesday, June 8, 2022.

Facility requested: St. Matthew’s Nave

Time of opening: 8:00 AM
Time of closing: 12:00 PM

Event schedule to begin: 10:00 AM
Event schedule to end: 11:30 AM

Approximate number of people in attendance: 150-200
Permission granted for audience access to the balcony.

Description of intended activity: Piccolo Spoleto L’Organo recital.
TERMS AND CONDITIONS
User agrees to pay the following fees for the use of the Facilities:

A. Use of the Facilities without kitchen privileges: N/A
B. Use of the Facilities with kitchen privileges (includes the use of dishes, cooking utensils, tables and dishwasher): N/A
C. Use of Sanctuary: fee waived for 2022
D. Supervisor fee: fee waived for 2022
E. Police protection fee: fee waived for 2022
to be paid directly by user to St. Matthew's Lutheran Church. Fee is $120.00 for each officer, per each event. Two officers are required for each event. Two hundred forty dollars per event.
F. Total payable to St. Matthew's Lutheran Church: $N/A.

DATE FEES DUE AND PAYABLE: N/A.

2. BUILDING USE POLICIES
   - Use of Sanctuary: the organ and pianos are available upon request.
The performer will be given instrument access 1-2 days before the event and on the day of the program.
   - St. Matthew's Lutheran Church does not have parking available. All parking for events is the sole responsibility of the attendees.
   - You will be required to sign a rental agreement.
   - The room you have reserved will be clean prior to your event. The room should be left in the state it was found at the end of your event. A sexton will be required, and you will be responsible for paying this person directly. They have a limited role to ensure the property is maintained to our standards. Any excessive trash, extra cleanup required out of the norm is the responsibility of the payer (TBD future damage fee will be used as necessary and/or additional fees if required). SMLC-Charleston reserves the right to withhold any and all funds from the damage deposit as it deems necessary for the facilities being left in poor condition.
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• Please replace moved furniture at the end of your event. NO SANCTUARY ITEMS ARE TO BE MOVED.

• Any fixtures/furniture moved must be pre-approved by the church representative on-site prior to moving and must be placed in identical position before leaving the space. Do no remove furniture from the premises.

• Use your reserved space only for its intended and stated purpose.

• Refrain from any activity that would cause a nuisance to other building users or immediate neighbors, including excessive noise or strong odors.

• Make a reasonable effort to not overload the electrical, plumbing, or HVAC systems.

• No Pets Allowed (except for service animals). No birds.

• Any signage must be pre-approved that you put up and cannot damage the building and must be taken down at the end of your event.

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• The use of candles is permitted provided approved in advance by the church representative. No other smoke producing devices are permitted due to potential activation of the fire alarm system. No incense.

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• At the end of your event, make sure the space you have reserved looks as it did when you arrived.

• Notify the office immediately of any broken or damaged equipment or church property.
• Please make sure any food waste is disposed of in the outdoor garbage bins and any stored food is secured in rodent proof, locking plastic containers.

• Do not store anything on church premises without express permission from your event coordinator.

• You are responsible for any costs incurred from fixing or replacing any items damaged by your group.

• SMLC-Charleston is not responsible for any lost or stolen items.
  SMLC-Charleston is not responsible for any damage or injury of any kind.

• Ensure there is adequate supervision of children while on church property. Try to aim to have 3 people in situations involving children with a ratio of either 2 children to 1 adult or 2 adults to 1 child.

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• The Payer will be required to pay Charleston Police Department Off Duty officers as specified by SMLC-Charleston.
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User agrees to defend, indemnify and hold St. Matthew's Lutheran Church, its employees, officers, volunteers or members, harmless from all claims, demands, obligations or suits whatsoever resulting from personal injury or property damage to any person, including but not limited to participants, guests, invitees, corporations or other entities arising directly or indirectly from the use of the Facilities or other church property for the purposes described herein, except to the extent that such are directly and proximately caused by the negligence, gross negligence or intentional conduct of St. Matthew's Lutheran Church, its employees, officers, volunteers or members.

4. **CHILD PROTECTION POLICY**

User agrees to abide by the Child Protection Policy of St. Matthew's Lutheran Church while using the Facilities. (Synopsis attached)

NAME OF USER: 

BY: 

TITLE: 

DATE: 

ACCEPTED BY ST. MATTHEW'S LUTHERAN CHURCH

Signed: (Authorized Representative)

Title: 

Date Accepted: 

5
REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee  DATE: May 9, 2022
FROM: Leigh Bailey  DEPT: BFRC
ADDRESS: 17 Lockwood Dr., Charleston, SC 29401
TMS: 460-14-00-010 and 460-14-00-001

PROPERTY OWNER: City of Charleston
Authorization the Mayor to execute on behalf of the City a Right-of-Way and Utility Easement granting the Commissioners of Public Works a permanent easement and right-of-way on a portion of the above-referenced property for the installation and maintenance of utility lines.

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>
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<tr>
<td>Chief Financial Officer</td>
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<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).

*Commercial Property and Community & Housing Development have an additional form.
COMMERICAL REAL ESTATE FORM

TO: Real Estate Committee DATE: May 9, 2022
FROM: Leigh Bailey DEPT: BFRC
ADDRESS: 17 Lockwood, Dr., Charleston SC 29401
TMS: 460-14-00-010 and 460-14-00-001

PROPERTY OWNER: City of Charleston

Authorize the Mayor to execute on behalf of the City a Right-of-Way and Utility Easement granting the Commissioners of Public Works a permanent easement and right-of-way on a portion of the above-referenced property for the installation and maintenance of utility lines.

ACTION REQUEST:

ORDINANCE: Is an ordinance required? Yes ☐ No ☐

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

☐ ACQUISITION Seller (Property Owner) __________________________ Purchaser __________________________

☐ DONATION/TRANSFER
  Donated By: __________________________

☐ FORECLOSURE
  Terms: __________________________

☐ PURCHASE
  Terms: __________________________

☐ CONDEMNATION
  Terms: __________________________

☐ OTHER
  Terms: __________________________

☐ SALE Seller (Property Owner) __________________________ Purchaser __________________________

☐ NON-PROFIT ORG, please name __________________________ Terms: __________________________

☐ OTHER
  Terms: __________________________

☐ EASEMENT Grantor (Property Owner) __________________________ City of Charleston
  Grantee Commissioners of Public Works

1
COMMERICAL REAL ESTATE FORM

City to grant to the Commissioners of Public Works a permanent right-of-way and utility easement under and across a portion of the City-owned property commonly known as 17 Lockwood Dr., Charleston, SC, for the construction, installation, and maintenance of utility lines.

PERMANENT
Terms:

TEMPORARY
terms:

LEASE
Lessor: ___________________ Lessee: ___________________

INITIAL
Terms:

RENEWAL
Terms:

AMENDMENT
Terms:

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?  
Yes ☐ No ☐ N/A ☐ ☒

Results: ___________________

Signature: ____________________
Director Real Estate Management

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

______________________________

NEED: Identify any critical time constraint(s).
STATE OF SOUTH CAROLINA   )  
COUNTY OF CHARLESTON  )  

RIGHT-OF-WAY AND UTILITY EASEMENT

WHEREAS, the undersigned own(s) a certain parcel of land bearing Charleston County Tax Map numbers 460-14-00-010 and 460-14-00-001; and

WHEREAS, the Commissioners of Public Works of the City of Charleston, South Carolina has requested a permanent easement across said property for the purpose of constructing utility lines which the property owner(s) has/have agreed to grant.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that The City of Charleston (hereinafter called the "Grantor(s)"), in consideration of the sum of five and 00/100 ($5.00) Dollars to the Grantor(s) in hand paid for the easements granted hereunder, at and before the sealing of these presents, by the COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA, the receipt of which is hereby acknowledged, has/have granted, bargained, sold and released, and by these presents does/do grant, bargain, sell and release unto the COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, SOUTH CAROLINA (hereinafter called the "Commissioners"), its successors and assigns forever, the following right-of-way(s) and easement(s):

A permanent, transferable, assignable right-of-way and utility easement for a commercial purpose over, under and across a strip of land designated "NEW VARIABLE WIDTH UTILITY EASEMENT 7210 SQ. FT., 0.166 AC." and shown as being contained between the lines running between the letters designated "A" through "CC" on a plat entitled "PLAT OF A NEW VARIABLE WIDTH UTILITY
EASEMENT DEFINED BY A-CC THROUGH THE PROPERTY OF THE
CHARLESTON CITY MARINA 7210 SQ. FT., 0.166 AC." by MICHAEL S. SHULSE
P.L.S. No. 18268 of CHARLESTON WATER SYSTEM dated May 11, 2021 AND
recorded in Plat Book ______ at page __________ in the RMC Office or the Office
of Register of Deeds for Charleston County, South Carolina. Said strip of land has
such size, shape, dimensions, buttings and boundings, courses and distances as will
by reference to said plat more fully appear. The permanent right-of-way and utility
easement is hereinafter referred to as “Permanent Easement.”

Together with the right by the Commissioners to lay, construct, locate, install,
operate, maintain, inspect, repair, relocate and replace underground water lines and
underground sewer lines with necessary valves, valve boxes, meters, fittings,
manholes, service lines, controls, devices, equipment, fire hydrants and other usual
appurtenances within the Permanent Easement.

TOGETHER with all the rights and privileges necessary or convenient for the
full enjoyment or use thereof.

It is further agreed that:

(1) The Commissioners will have the right of ingress, egress, and
access to and from the Permanent Easement across and upon
such lands of the Grantor(s) as may be necessary or convenient
for purposes connected with said Permanent Easement.

(2) The Commissioners shall have the right from time to time to
trim, cut or remove trees, underbrush and other obstructions
that are over, under or upon the Permanent Easement.
(3) The Grantor(s) and his/her/its/their heirs, successors and assigns, will have full use of the surface area of the Permanent Easement, provided, however, that neither Grantor(s) nor his/her/its/or their heirs, successors or assigns shall construct, build or place any permanent structure, or portion thereof, within, above, below or over the surface of the Permanent Easement, it being the purpose of the Commissioners to (1) protect the integrity of the said utility lines which will be located below the surface, and (2) to allow quick and ready access to the utility lines to facilitate repairs.

(4) Commissioners agrees that upon completion of construction, the surface of any unpaved portions of the Permanent Easement which are highland that are disturbed by construction or maintenance, will be regraded and replanted with grass. Any pavement damaged by construction or maintenance will be repaired. The surface of any unpaved portions of the Permanent Easement which are wetlands or marsh that are disturbed by construction or maintenance, if any, will be restored in accordance with the permits issued by the authority or authorities having jurisdiction over said wetlands or marsh.

(5) The Permanent Easement will run with the land and continue to exist so long as it is used for utility purposes. In the event the Commissioners should determine to abandon its rights in the
Permanent Easement, written notice will be given to the then owners of the property subject to the Permanent Easement stating that the Commissioners has given up all rights in the Permanent Easement.

(6) The Permanent Easement granted herein is for a commercial purpose and may be transferred and assigned by Commissioners and its successors and assigns.

(7) The agreements contained herein shall be binding upon the Commissioners and Grantor (s) and their respective heirs, successors and assigns.

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this ____ day of ______________ 2 ____________.

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

_________________________________________ By: ________________________________

_________________________________________ Its: ________________________________
SIGNATURE BLOCK AND ACKNOWLEDGMENT FOR INDIVIDUAL GRANTORS

WITNESSES:


_________________________________________

Name of Grantor

STATE OF ____________________________ )
COUNTY OF ____________________________ )

ACKNOWLEDGEMENT

I, ________________________________________, Notary Public for the State of ____________________________, do hereby certify that __________________________________________ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this _____ day of ________________, 2______.

________________________________________
Notary Public, State of __________________________
My commission expires: __________________________

Page 5 of 7

Rev. 05/01/17
SIGNATURE BLOCK AND ACKNOWLEDGMENT FOR CORPORATE GRANTOR

WITNESSES:

Name of Corporate Grantor

By: __________________________
   Authorized Signer

Its: __________________________

STATE OF _____________________)
COUNTY OF _____________________)

ACKNOWLEDGEMENT

I, ____________________________, Notary Public for the State of ____________________________, do hereby certify that ____________________________ by ____________________________, its ____________________________, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this ______ day of _____________________, 2______.

____________________________
Notary Public, State of ____________________________
My commission expires: ____________________________
STATE OF SOUTH CAROLINA   ) ACKNOWLEDGMENT
COUNTY OF CHARLESTON   )

I, _________________________________, Notary Public for the State of South Carolina, do hereby certify that the Commissioners of Public Works of the City of Charleston, South Carolina by _________________________________ its _________________________________, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this ______ day of _________________, 2 _______

__________________________
Notary Public, State of South Carolina
My commission expires: _____________________
A RESOLUTION

WHEREAS, the City of Charleston acquired the Fort Pemberton site on James Island in 2019 utilizing Charleston County Greenbelt Program (Greenbelt) funds and S.C. Conservation Bank funds, with the intent to protect this unique property and make it available for public use as a passive park; and

WHEREAS, the Land & Water Conservation Fund (LWCF) Program provides reimbursable matching grants to states and local governments for the development of public outdoor recreation areas and facilities; and,

WHEREAS, the City Council of Charleston approved the submittal of an application for LWCF Program funds for the “Fort Pemberton – Public Access Improvements” project on February 22, 2022, and the terms of the LWCF Program require a minimum match equal to the LWCF funds awarded; and

WHEREAS, the City of Charleston has previously received an allocation of Greenbelt funds for allowable minor improvements at the project site up to $261,000, this funding having been included as part of the May 30, 2019 Greenbelt Grant Award; and

WHEREAS, the stated intent within the “Fort Pemberton – Public Access Improvements” LWCF Program application is to utilize the existing Greenbelt allocation as the required matching funds, providing a total project value of $522,006;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, IN COUNCIL ASSEMBLED, THAT THE CITY DOES HEREBY COMMIT THE CURRENT GREENBELT FUNDS ALLOCATED FOR ALLOWABLE IMPROVEMENTS AS THE MATCHING FUNDS FOR THE FORT PEMBERTON - PUBLIC ACCESS IMPROVEMENTS PROJECT.

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

ATTEST:

Jennifer Cook
Clerk of Council
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2157 FORT PEMBERTON DRIVE (.24 ACRE) (TMS# 343-01-00-104), 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 JACK NARUSEVICH AND JENNIFER MOEGGENBERG.

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, 2157 Fort Pemberton Drive, (.24 acre) is identified by the Charleston County Assessors Office as TMS# 343-01-00-104, (see attached map) and includes all marshes, public waterways and 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_____ 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:** 2157 Fort Pemberton Drive

**Owner Names:** Jack Narusevich and Jennifer Moeggenberg

**Parcel ID:** 3430100104

**Mailing Address:** 2157 Fort Pemberton

**City Area:** James Island

**Subdivision:** Riverland Terrace

**Council District:** 11

**Within UGB:** Yes

**Presented to Council:** 5/10/2022

**Status:** Received Signed Petition

**Year Built:** 1938

**Number of Units:** 1

**Number of Persons:** 4

**Race:** Caucasian

**Acreage:** .24

**Current Land Use:** Residential

**Current Zoning:** R-4

**Requested Zoning:** SR-1

**Recommended Zoning:** SR-1

**Appraised Value:** $384,100.00

**Assessed Value:** $15,370.00

**Stormwater Fees:** $120.00

<table>
<thead>
<tr>
<th>Public Service</th>
<th>Located in existing service area - Team 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fire</strong></td>
<td>Located in existing service area - Station 13</td>
</tr>
<tr>
<td><strong>Sanitation</strong></td>
<td>Located in existing contract area. One additional stop,</td>
</tr>
<tr>
<td><strong>Storm Water</strong></td>
<td>Contiguous to existing service area,</td>
</tr>
<tr>
<td><strong>Streets and Sidewalks</strong></td>
<td>Additional State-maintained right-of-way</td>
</tr>
<tr>
<td><strong>Traffic and Transportation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Signalization</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Signage</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Pavement Markings</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Charleston Water System</strong></td>
<td>CWS provides water. James Island FSD provides sewer.</td>
</tr>
<tr>
<td><strong>Planning</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Urban Growth Line</strong></td>
<td>Property is a developed site within the line.</td>
</tr>
<tr>
<td><strong>City Plan</strong></td>
<td>Development and zoning are consistent with the City Plan.</td>
</tr>
<tr>
<td><strong>Elevation Range</strong></td>
<td>15-20 ft</td>
</tr>
<tr>
<td><strong>Parks</strong></td>
<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.
Annexation Map

Location: James Island

Property Address: 2157 Fort Pemberton Dr

Tax Map # (TMS): 3430100104

Area (Acres): approx 0.24

Council District: 11

Legend
- **Annexation Area**
- **Parcels**
- **Water**
- **Charleston City Limits**

City of Charleston
Dept. of Planning, Preservation & Sustainability
2 George St, Third Floor
Charleston, SC 29401
www.charleston-sc.gov

Date: 4/29/2022
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# 3430000104
(Address: 2157 Fort Pemberton Dr, 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)  

JACK NARUSEVICH
(Print Name)

(Signature)  

JENNIFER MOEGGENBERG
(Print Name)

DATE OF SIGNATURE

4-24-22
(Date)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1766 ASHLEY RIVER ROAD (.49 ACRE) (TMS# 351-11-00-003), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 9. THE PROPERTY IS OWNED BY IRMGAARD S. TITUS.

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 part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

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

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

SAID PROPERTY to be annexed, 1766 Ashley River Road, (.49 acre) is identified by the Charleston County Assessors Office as TMS# 351-11-00-003, (see attached map) and includes all marshes, public waterways and 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 ______ 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:** 1766 Ashley River Road  
**Owner Names:** Irmgard S. Titus  
**Parcel ID:** 3511100003  
**Presented to Council:** 5/10/2022  
**Status:** Received Signed Petition  
**Year Built:** 1992  
**Number of Units:** 0  
**Number of Persons:** 0  
**Race:** Vacant  
**Acreage:** .49  
**Current Land Use:** Vacant  
**Current Zoning:** CC  
**Requested Zoning:** GB  
**Recommended Zoning:** GB  
**Appraised Value:** $499,925.00  
**Assessed Value:** $29,990.00  
**Stormwater Fees:** To Be Calculated

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 12</td>
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<td>Public Service</td>
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<td>Sanitation</td>
<td>Located in existing service area, Commercial property.</td>
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<td>Storm Water</td>
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<td>Urban Growth Line</td>
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</tr>
<tr>
<td>Parks</td>
<td>Already being served.</td>
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**Notes/Comments:**

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

Location: West Ashley

Property Address: 1766 Ashley River Rd

Tax Map # (TMS): 3511100003

Area (Acres): approx 0.49

Council District: 9
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 0.56 acres) to be annexed is
identified by the Charleston County Assessors Office as Property Identification Number: TMS#
351-11-00-003 (Address: 1766 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

Irmgard S. Titus 4-25-2022
(Signature) (Date)
(Print Name)

(Signature)

(Date)

(Print Name)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1776 ASHLEY RIVER ROAD (.56 ACRE) (TMS# 351-11-00-004), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 9. THE PROPERTY IS OWNED BY MORRIS N. AND NANCY B. HARPER REVOCABLE TRUST.

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

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

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

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

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

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

SAYD PROPERTY to be annexed, 1776 Ashley River Road, (.56 acre) is identified by the Charleston County Assessors Office as TMS# 351-11-00-004, (see attached map) and includes all marshes, public waterways and 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 _____ 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:** 1776 Ashley River Road  
**Presented to Council:** 5/10/2022

**Owner Names:** Morris N. and Nancy B. Harper Revocable Trust  
**Status:** Received Signed Petition

**Parcel ID:** 3511100004  
**Year Built:** 1992

**Mailing Address:** 606 Durley Drive  
**Number of Units:** 1

**City Area:** West Ashley  
**Number of Persons:** 0

**Subdivision:**  
**Race:** Commercial

**Council District:** 9  
**Acreage:** .56

**Within UGB:** Yes  
**Current Land Use:** Commercial

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**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: 1776 Ashley River Rd

Tax Map # (TMS): 3511100004

Area (Acres): approx 0.56

Council District: 9
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON    )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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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 0.56 acres) to be annexed is 
identified by the Charleston County Assessors Office as Property Identification Number: TMS#
351-11-00-004 (Address: 1776 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

(Signature)

Nancy B. Harper

(Print Name)

DATE OF SIGNATURE

4/25/20

(Date)

FREEHOLDERS (OWNERS) SIGNED

(Signature)

Nancy B. Harper

(Print Name)