

JOHN J. TECKLENBURG
Mayor

City of Charleston
South Carolina
Department of Public Service

THOMAS F. O'BRIEN
Director of Public Service

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on Tuesday, May 14, 2019 to begin at 3:00 p.m., first floor conference room at City Hall. The following items will be heard:

A. Invocation

None

B. Approval of Public Works and Utilities Committee Minutes

April 22, 2019

C. Request to Set a Public Hearing

None

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

1. Acceptance and Dedication of The Island at Governors Cay, a portion of Forest Drive (40' R/W, 928 LF), Governors Cay Circle (40' R/W, 348 LF). There are 36 lots in this Phase. All infrastructure with the exception of sidewalks has been completed. The sidewalks have been bonded.

2. Acceptance and Dedication of Oakfield, Phase 6. Brinkley Road (50' R/W), Duford Road (50' R/W), Kemmerlin Street (50' R/W), Granger Lane (50' R/W), Des Arc Road (50' R/W) There are 77 lots in this Phase. All infrastructure has been bonded per the Development Agreement.

3. Approval to notify SCDOT that the City intends to accept maintenance responsibility for concrete sidewalks, granite curb, pavers, lights and street trees in conjunction with the Low Battery Restoration Project along Murray Blvd. (S-29S) and at the intersection of Tradd St. (S-876) and Ashley Blvd. (S-103).

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

1. **6 Beaufain St. – Off Track Ice Cream** – 2.75SF blade sign above the right-of-way. This encroachment is temporary. **Approved April 26, 2019.**
2. **36 N. Market St. – De LA Gallery** - Installing 20”X36” aluminum right angled sign above the right-of-way. This encroachment is temporary. **Approved April 26, 2019.**
3. **360 King St. – YETI Coolers, LLC.** – Installing 18”X36” aluminum right angled sign above the right-of-way. This encroachment is temporary. **Approved April 26, 2019.**
4. **2907 Rutherford Way.** – Installing 4ft fence encroaching within the drainage easement. This encroachment is temporary. **Approved April 26, 2019.**
5. **1628 Juliana St.** – Transfer irrigation encroaching in the right of way. This encroachment is temporary. **Approved April 26, 2019.**
6. **2610 Private Lefter Dr.** - Installing 4ft picket fence encroaching in the drainage easement. This encroachment is temporary. **Approved March 26, 2019**

F. Stormwater Management Department Update

- a. Updates from Project Managers.
- b. Update from Floodplain Manager.
- c. Lake Dotterer and other projects that need to be funded in Church Creek **(Requested by Councilmember Griffin)**
- d. Update on the FEMA Hazard Mitigation Grant Program

G. Miscellaneous or Other New Business (Action may or may not be taken)

- a. Delegation of Signature Authority for Matthew Fountain on Easement Acquisition

Councilmember Keith Waring,
Chairperson

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Lennar Carolinas, LLC

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

All of the property underneath, above, and containing those certain streets, roads, drives,
and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley
State of South Carolina, identified as (list street names)
Governor's Cay Phase 3, The Island (Forrest Drive)

as shown and designated on a plat entitled
The Final Plat of The Island at Governors Cay, Located in the City of Charleston, Berkeley
County, South Carolina

prepared by Parker Land Surveying, LLC
dated April 26, 2018, revised _____, and recorded on _____
in Plat Book _____ at Page _____ in the ROD Office for Berkeley County.
Said property butting and bounding, measuring and containing, and having such courses and
distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
Ryland Group Inc. dated July 10, 2015 and recorded
Jul 14, 2015 in Book 11491 at Page 56 in the ROD Office for
Berkeley County, South Carolina.

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

Portion of TMS No.: 271-00-02-115

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

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

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

WITNESS our Hand(s) and Seal(s) this 22 day of January 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

John Hoff
Printed Name

[Signature]
Witness Number Two

Chris King
Printed Name

Grantor
[Signature]

Jason Byham, Division President
Printed Name

STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

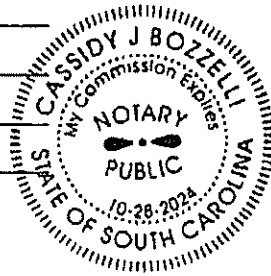
This foregoing instrument was acknowledged before me (the undersigned notary) by Jason Byham, the VP of Linnar Carolinas LLC, a _____, on behalf of the Grantor on the 22 day of January, 2019.

Signature of Notary: Cassidy J Bozzelli

Print Name of Notary: Cassidy J Bozzelli

Notary Public for South Carolina

My Commission Expires: 10/28/21



SEAL OF NOTARY

STATE OF SOUTH CAROLINA)

COUNTY OF Berkeley) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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


1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Lennar Carolinas, LLC
to The City of Charleston on January 22, 2019.
3. Check one of the following: The deed is
 - (A) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): #2, transfer to City of Charleston (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

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

Check Yes or No

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

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

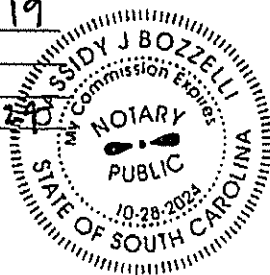


Responsible Person Connected with the Transaction

Jason Byham, Division President

Print or Type Name Here

Sworn this 22 day of January 20 19
Cassidy J Bozzelli
Notary Public for South Carolina
My Commission Expires: 10/28, 2019



STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF BERKELEY) CITY OF CHARLESTON

This Agreement is made and entered into this ____ day of _____ 20__, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Lenniar Carolinas LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a tract of _____ property identified by and designated as Berkeley County tax map number 2710002115, 2710002129 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced tract of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced tract of _____ property and which are more fully shown on that certain plat entitled;

" The Final Plat of The Island at Governors Cay, Located in the City of Charleston, Berkley County, South Carolina

Prepared and executed by Parker Land Surveying, LLC dated April 26, 2018,
revised on _____, and recorded on _____ in Plat
Book ____ at Page ____ in the ROD Office for Berkeley, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

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

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER:

Witness #1

Name: Jason Byham, VP

Witness #2

STATE OF South Carolina)
)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Jason Byham, the VP of Lennar Carolinas, LLC, a _____, on behalf of the Owner on 01/22/19.

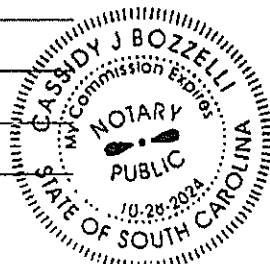
Signature: Cassidy J Bozzelli

Print Name of Notary: Cassidy J Bozzelli

Notary Public for South Carolina

My Commission Expires: 10/28/24

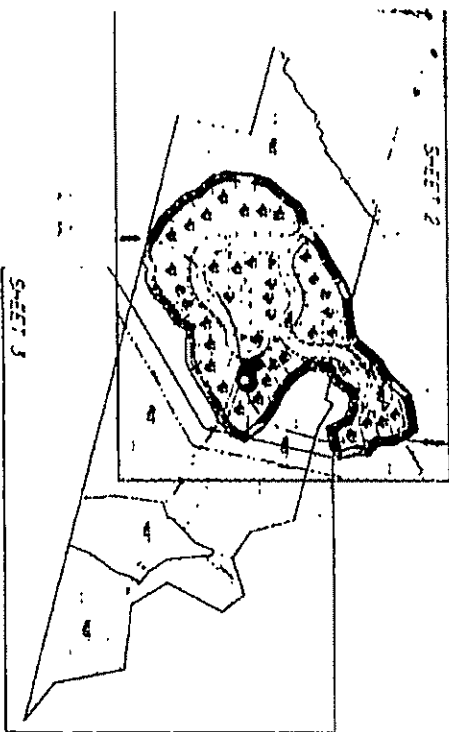
SEAL OF NOTARY



Final Plan for 1000 West Carriage
Easement Agreement EIR 01A

FINAL PLAN of THE ISLAND at GOVERNORS CAY

LOCATED IN THE CITY OF CHARLESTON,
BERKELEY COUNTY, SOUTH CAROLINA



NOTICE
TO ALL PERSONS INTERESTED IN THE PROPERTY DESCRIBED IN THIS PLAN:

THE PROPERTY DESCRIBED IN THIS PLAN IS THE PROPERTY OF THE CITY OF CHARLESTON, SOUTH CAROLINA.

NOTICE TO CONTRACTORS
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHARLESTON, SOUTH CAROLINA.

10/11/11
100 WEST CARRIAGE
LOCATED IN THE CITY OF CHARLESTON,
BERKELEY COUNTY, SOUTH CAROLINA

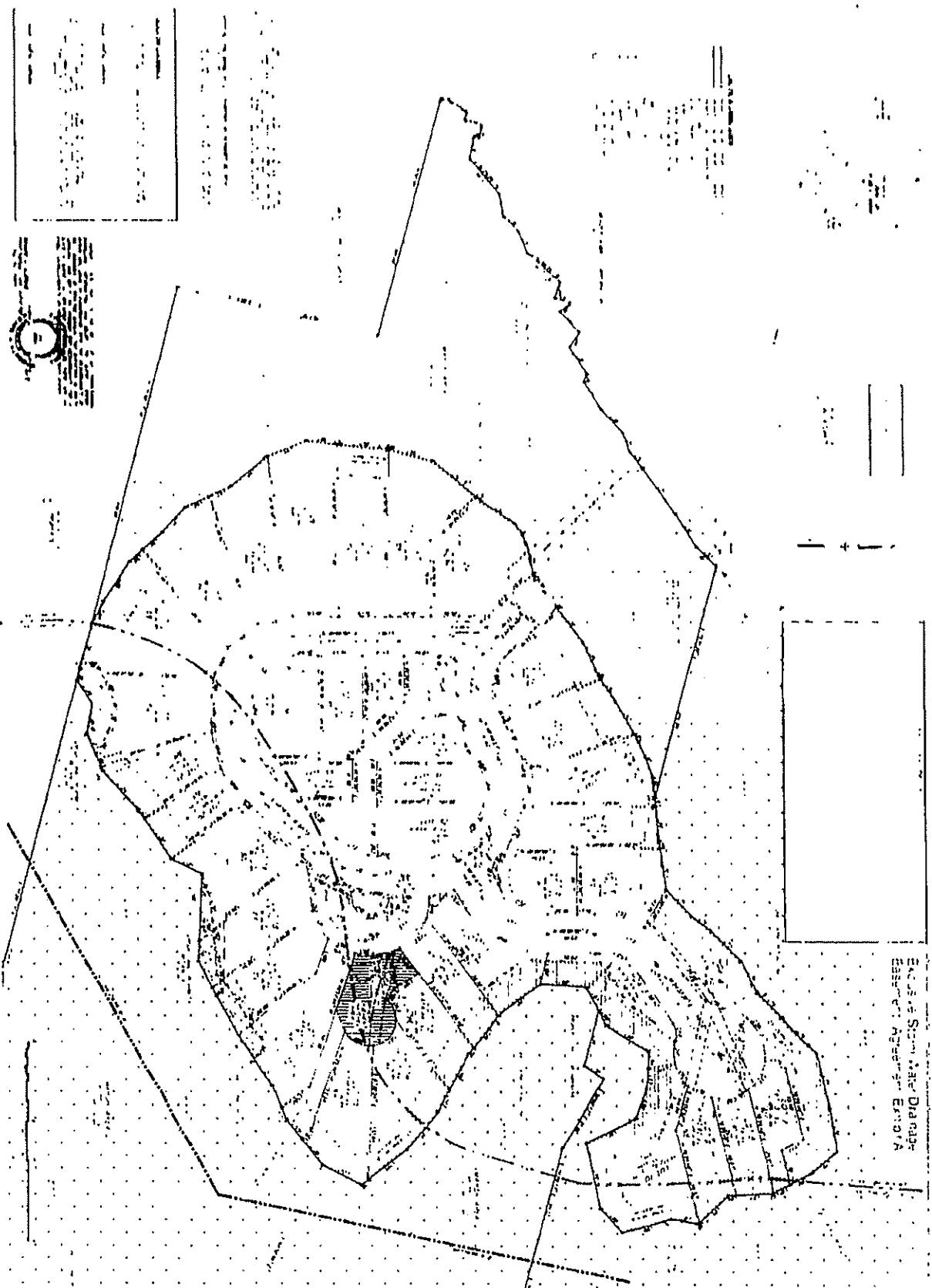


Parker Land Surveying, LLC
2070 Oakleaf Drive
Charleston, SC 29405
Phone: (803) 336-7777
Fax: (803) 336-7779



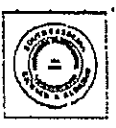
DATE: 10/11/11
SCALE: AS SHOWN
BY: [Signature]



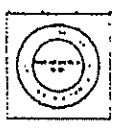


ENCLOSURE
 EASTERN APPROPRIATION
 ETC

Scale
 1" = 100'
 1/4" = 25'
 1/8" = 12.5'
 1/16" = 6.25'



North Land Surveying, LLC
 3400 Oakleaf Lane
 Raleigh, NC 27612
 Phone: (919) 234-1111
 Fax: (919) 234-1112



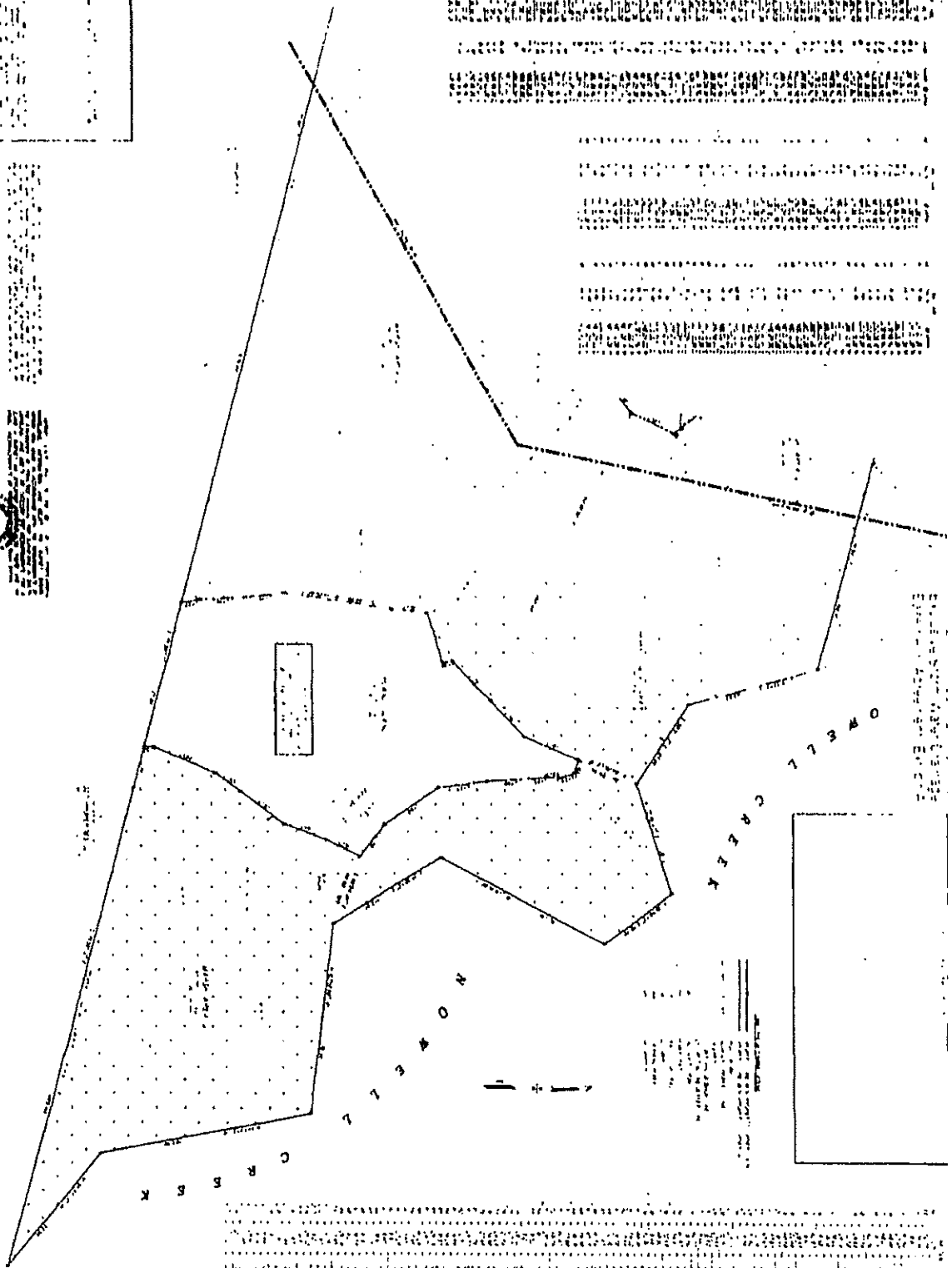
Surveyed and Platted by
 North Land Surveying, LLC
 on 10/15/2010
 for the use of the State of North Carolina
 in the Eastern Appropriation

Vertical text block in the top left corner, possibly a title or reference number.

Vertical text block in the middle left side.

Vertical text block in the lower middle left side.

Vertical text block on the far left edge.



Block of horizontal text in the top right corner.

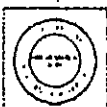
Block of horizontal text in the middle right side.

Text 'O R B E L L' oriented vertically along the right boundary of the plot.

Small text block in the bottom left corner, possibly a legend or scale.



Parker Land Services, LLC
2020 Collins Drive
Raleigh, NC 27604
Phone: (919) 234-1177
Fax: (919) 234-1177



PLANNING BOARD OF CHARLOTTE
1000 BANKERS BUILDING
CHARLOTTE, NC 28202
PLANNING BOARD OF CHARLOTTE
1000 BANKERS BUILDING
CHARLOTTE, NC 28202

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

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

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston State of South Carolina, identified as (list street names) BRINKLEY ROAD, DUFORD ROAD, KEMMERLIN STREET, GRANGER LANE, and DES ARC ROAD as shown and designated on a plat entitled FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 278-00-00-041 (70.906 AC.) INTO OAKFIELD PHASE 6 (24.799 AC.) CONTAINING LOTS 1 THROUGH 77 (14.543 AC.), RIGHT-OF-WAYS (3.644 AC.), HOMEOWNERS ASSOCIATION AREAS (6.612 AC.) AND SHOWING RESIDUAL TRACT C-1 (46.107 AC.) PREPARED FOR PULTE HOME COMPANY, LLC prepared by HLA, Inc., dated January 10, 2019, and recorded on _____ in Plat Book _____ at Page _____ in the ROD Office for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the SHADE TREE PARTNERS, LLC dated January 11, 2018, and recorded January 12, 2018 in Book 0692 at Page 106 in the ROD Office for Charleston County, South Carolina.

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

Portion of TMS No.:278-00-00-041

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

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

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

WITNESS our Hand(s) and Seal(s) this 1st day of March 2009.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Renee A. Hansen
Witness Number One

Renee A. Hansen
Printed Name

Jean M. Barraclough
Witness Number Two

Jean M. Barraclough
Printed Name

Grantor
[Signature]

SIDNEY DUDLEY
Printed Name

Director of Land Development

STATE OF South Carolina)

COUNTY OF Charleston)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Sidney Dudley, the Director of Land Development of Pulte Homes Company, LLC, a Michigan Limited Liability Company, on behalf of the Grantor on the 1 day of March, 2009.

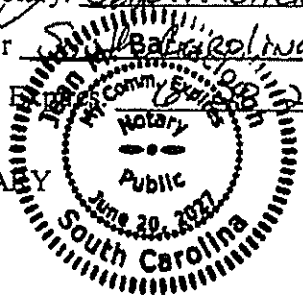
Signature of Notary: Jean M. Barraclough

Print Name of Notary: Jean M. Barraclough

Notary Public for South Carolina

My Commission Expires June 29, 2017

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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


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

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

Check Yes _____ or No _____

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

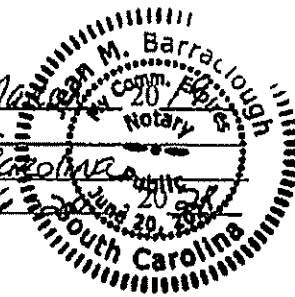
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this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



 Responsible Person Connected with the Transaction

SIDNEY DUDLEY / FULTE HOME COMPANY, LLC
 Print or Type Name Here

Sworn this 1st day of March
Juan Banach
 Notary Public for South Carolina
 My Commission Expires: June 20, 2015



STATE OF SOUTH CAROLINA)
) EXCLUSIVE STORM
) WATER DRAINAGE
COUNTY OF CHARLESTON) EASEMENTS
) CITY OF CHARLESTON

This Agreement is made and entered into this ____ day of _____ 20__, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and PULTE HOME COMPANY, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of ____ property identified by and designated as Charleston County tax map number 278-00-00-041 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of ____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

" FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 278-00-00-041 (70.906 AC.) INTO OAKFIELD PHASE 6 (24.799 AC.) CONTAINING LOTS 1 THROUGH 77 (14,543 AC.), RIGHT-OF-WAYS (3.644 AC.), HOMEOWNERS ASSOCIATION AREAS (6.612 AC.) AND SHOWING RESIDUAL TRACT C-1 (46.107 AC.) PREPARED FOR PULTE HOME COMPANY, LLC

Prepared and executed by HLA, Inc. dated January 10, 2019,

revised on _____, and recorded on _____ in Plat Book _____ at Page _____ in the ROD Office for Charleston, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

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

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: ~~Laura Cabiness~~ TOM O'BRIEN
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

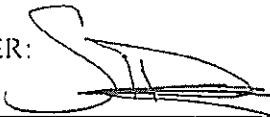
My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER:

Renee A. Hansen
Witness #1


Name: SIDNEY DUDLEY
DIRECTOR OF LAND DEVELOPMENT

Jean M Baruch
Witness #2

STATE OF South Carolina)
)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Sidney Dudley, the Director of Land Development of Pulte Home Company, a Michigan Limited Liability Corp. on behalf of the Owner on 3/1/2019.

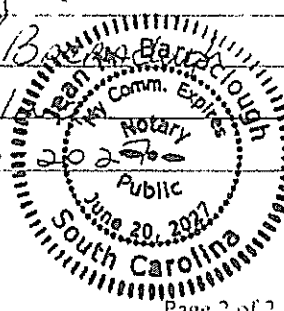
Signature: Jean M Baruch

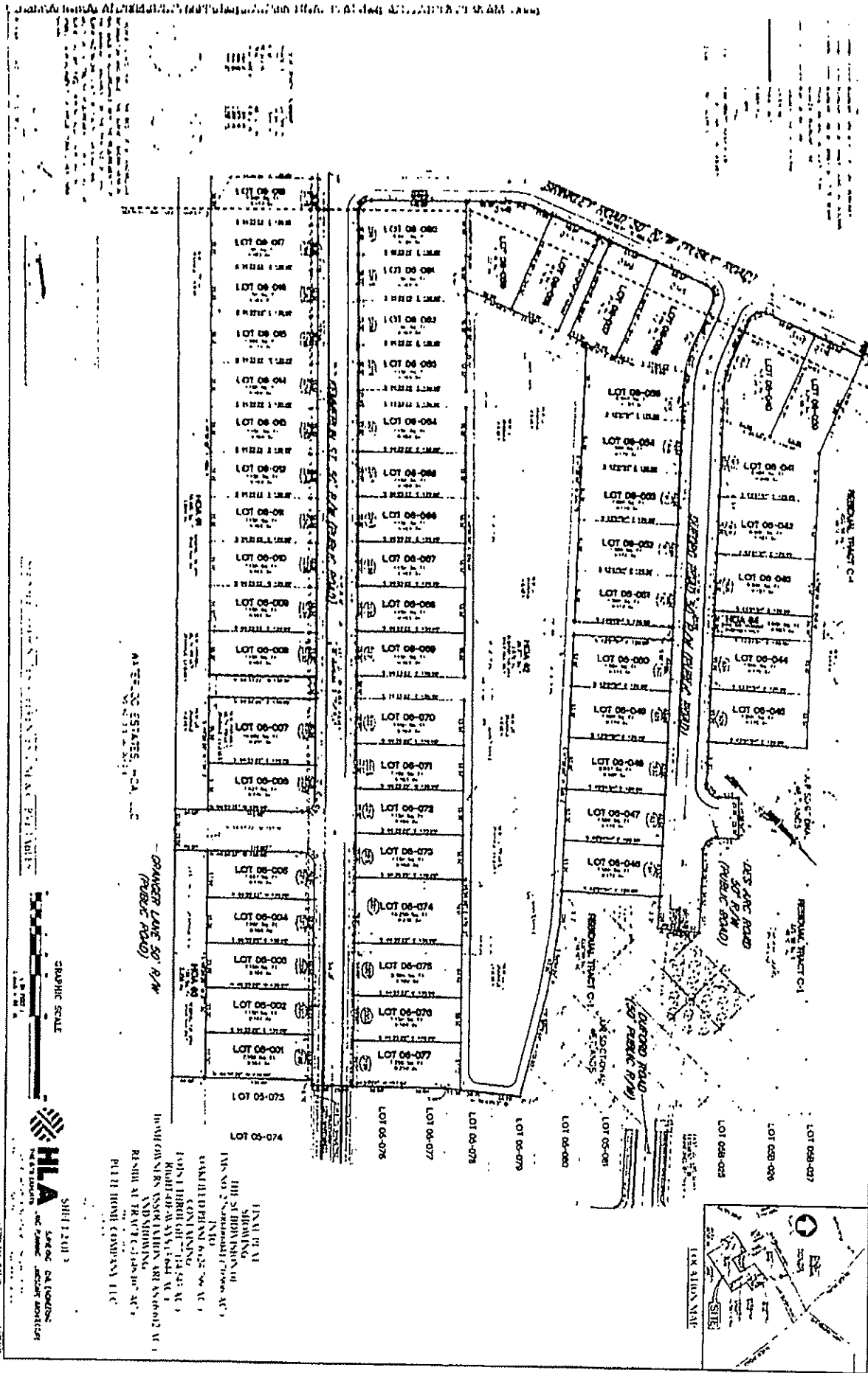
Print Name of Notary: Jean M Baruch

Notary Public for South Carolina

My Commission Expires: 6-20-2022

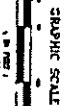
SEAL OF NOTARY





AT & T ESTATES, CO., INC.
 10000 W. 10TH AVE., SUITE 100
 DENVER, CO 80202

DANAGER LANE 50' R/W
 (PUBLIC ROAD)



SH112013

LAURENCE CALVERT
 ARCHITECT

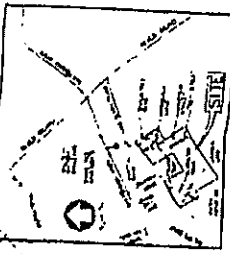
INITIALS
 SIGNATURE
 DATE
 TITLE

CONTRACT NO. 10000 W. 10TH AVE., SUITE 100
 DENVER, CO 80202

RESIDENTIAL DEVELOPMENT

PHILIP HERRN COMPANY, LLC



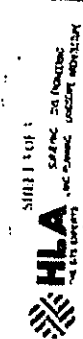


SEA AREA MAP

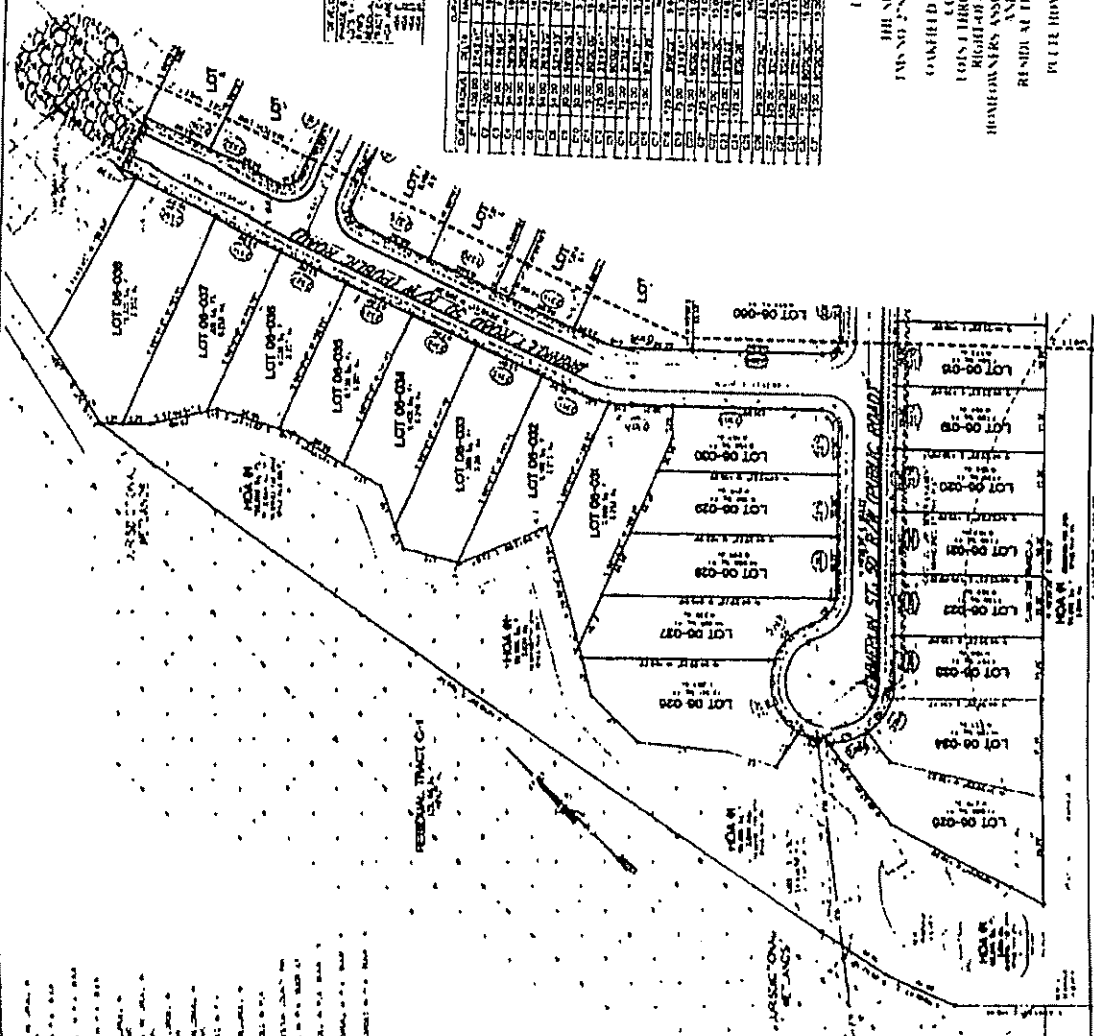
| | |
|----------|-------------|
| DATE | DESCRIPTION |
| 11/11/11 | AS SHOWN |
| 11/11/11 | AS SHOWN |
| 11/11/11 | AS SHOWN |
| 11/11/11 | AS SHOWN |

| LOT NUMBER | AREA (SQ. FT.) | AREA (AC.) | PERCENT | REMARKS |
|------------|----------------|------------|---------|---------|
| LOT 00-001 | 1,234 | .028 | 0.28 | |
| LOT 00-002 | 1,234 | .028 | 0.28 | |
| LOT 00-003 | 1,234 | .028 | 0.28 | |
| LOT 00-004 | 1,234 | .028 | 0.28 | |
| LOT 00-005 | 1,234 | .028 | 0.28 | |
| LOT 00-006 | 1,234 | .028 | 0.28 | |
| LOT 00-007 | 1,234 | .028 | 0.28 | |
| LOT 00-008 | 1,234 | .028 | 0.28 | |
| LOT 00-009 | 1,234 | .028 | 0.28 | |
| LOT 00-010 | 1,234 | .028 | 0.28 | |
| LOT 00-011 | 1,234 | .028 | 0.28 | |
| LOT 00-012 | 1,234 | .028 | 0.28 | |
| LOT 00-013 | 1,234 | .028 | 0.28 | |
| LOT 00-014 | 1,234 | .028 | 0.28 | |
| LOT 00-015 | 1,234 | .028 | 0.28 | |
| LOT 00-016 | 1,234 | .028 | 0.28 | |
| LOT 00-017 | 1,234 | .028 | 0.28 | |
| LOT 00-018 | 1,234 | .028 | 0.28 | |
| LOT 00-019 | 1,234 | .028 | 0.28 | |
| LOT 00-020 | 1,234 | .028 | 0.28 | |
| LOT 00-021 | 1,234 | .028 | 0.28 | |
| LOT 00-022 | 1,234 | .028 | 0.28 | |
| LOT 00-023 | 1,234 | .028 | 0.28 | |
| LOT 00-024 | 1,234 | .028 | 0.28 | |
| LOT 00-025 | 1,234 | .028 | 0.28 | |
| LOT 00-026 | 1,234 | .028 | 0.28 | |
| LOT 00-027 | 1,234 | .028 | 0.28 | |
| LOT 00-028 | 1,234 | .028 | 0.28 | |
| LOT 00-029 | 1,234 | .028 | 0.28 | |
| LOT 00-030 | 1,234 | .028 | 0.28 | |
| LOT 00-031 | 1,234 | .028 | 0.28 | |
| LOT 00-032 | 1,234 | .028 | 0.28 | |
| LOT 00-033 | 1,234 | .028 | 0.28 | |
| LOT 00-034 | 1,234 | .028 | 0.28 | |
| LOT 00-035 | 1,234 | .028 | 0.28 | |
| LOT 00-036 | 1,234 | .028 | 0.28 | |
| LOT 00-037 | 1,234 | .028 | 0.28 | |
| LOT 00-038 | 1,234 | .028 | 0.28 | |
| LOT 00-039 | 1,234 | .028 | 0.28 | |
| LOT 00-040 | 1,234 | .028 | 0.28 | |
| LOT 00-041 | 1,234 | .028 | 0.28 | |
| LOT 00-042 | 1,234 | .028 | 0.28 | |
| LOT 00-043 | 1,234 | .028 | 0.28 | |
| LOT 00-044 | 1,234 | .028 | 0.28 | |
| LOT 00-045 | 1,234 | .028 | 0.28 | |
| LOT 00-046 | 1,234 | .028 | 0.28 | |
| LOT 00-047 | 1,234 | .028 | 0.28 | |
| LOT 00-048 | 1,234 | .028 | 0.28 | |
| LOT 00-049 | 1,234 | .028 | 0.28 | |
| LOT 00-050 | 1,234 | .028 | 0.28 | |
| LOT 00-051 | 1,234 | .028 | 0.28 | |
| LOT 00-052 | 1,234 | .028 | 0.28 | |
| LOT 00-053 | 1,234 | .028 | 0.28 | |
| LOT 00-054 | 1,234 | .028 | 0.28 | |
| LOT 00-055 | 1,234 | .028 | 0.28 | |
| LOT 00-056 | 1,234 | .028 | 0.28 | |
| LOT 00-057 | 1,234 | .028 | 0.28 | |
| LOT 00-058 | 1,234 | .028 | 0.28 | |
| LOT 00-059 | 1,234 | .028 | 0.28 | |
| LOT 00-060 | 1,234 | .028 | 0.28 | |
| LOT 00-061 | 1,234 | .028 | 0.28 | |
| LOT 00-062 | 1,234 | .028 | 0.28 | |
| LOT 00-063 | 1,234 | .028 | 0.28 | |
| LOT 00-064 | 1,234 | .028 | 0.28 | |
| LOT 00-065 | 1,234 | .028 | 0.28 | |
| LOT 00-066 | 1,234 | .028 | 0.28 | |
| LOT 00-067 | 1,234 | .028 | 0.28 | |
| LOT 00-068 | 1,234 | .028 | 0.28 | |
| LOT 00-069 | 1,234 | .028 | 0.28 | |
| LOT 00-070 | 1,234 | .028 | 0.28 | |
| LOT 00-071 | 1,234 | .028 | 0.28 | |
| LOT 00-072 | 1,234 | .028 | 0.28 | |
| LOT 00-073 | 1,234 | .028 | 0.28 | |
| LOT 00-074 | 1,234 | .028 | 0.28 | |
| LOT 00-075 | 1,234 | .028 | 0.28 | |
| LOT 00-076 | 1,234 | .028 | 0.28 | |
| LOT 00-077 | 1,234 | .028 | 0.28 | |
| LOT 00-078 | 1,234 | .028 | 0.28 | |
| LOT 00-079 | 1,234 | .028 | 0.28 | |
| LOT 00-080 | 1,234 | .028 | 0.28 | |
| LOT 00-081 | 1,234 | .028 | 0.28 | |
| LOT 00-082 | 1,234 | .028 | 0.28 | |
| LOT 00-083 | 1,234 | .028 | 0.28 | |
| LOT 00-084 | 1,234 | .028 | 0.28 | |
| LOT 00-085 | 1,234 | .028 | 0.28 | |
| LOT 00-086 | 1,234 | .028 | 0.28 | |
| LOT 00-087 | 1,234 | .028 | 0.28 | |
| LOT 00-088 | 1,234 | .028 | 0.28 | |
| LOT 00-089 | 1,234 | .028 | 0.28 | |
| LOT 00-090 | 1,234 | .028 | 0.28 | |
| LOT 00-091 | 1,234 | .028 | 0.28 | |
| LOT 00-092 | 1,234 | .028 | 0.28 | |
| LOT 00-093 | 1,234 | .028 | 0.28 | |
| LOT 00-094 | 1,234 | .028 | 0.28 | |
| LOT 00-095 | 1,234 | .028 | 0.28 | |
| LOT 00-096 | 1,234 | .028 | 0.28 | |
| LOT 00-097 | 1,234 | .028 | 0.28 | |
| LOT 00-098 | 1,234 | .028 | 0.28 | |
| LOT 00-099 | 1,234 | .028 | 0.28 | |
| LOT 00-100 | 1,234 | .028 | 0.28 | |

LISA L. PAVI
 SHOWING
 THE SUBDIVISION OF
 TRACT 2, COMMERCIAL TRACT 2, AC. 1
 INTO
 COMMERCE PHASE 0.28 AC. 1
 CONTAINING
 LOTS THROUGH 100
 RIGHT-OF-WAY 1642 AC. 1
 HOMEOWNERS ASSOCIATION AREAS 16.612 AC. 1
 AND SHOWING
 RESIDUAL TRACT 1.65 AC. 1
 PLU HOME COMPANY LLC



SHEET 1 OF 1
 WATER, OC ESTATES, P.C.A., LLC
 10000 W. 10TH AVENUE, SUITE 100, DENVER, CO 80202



FEDERAL TRACT C-1
 LARGE OPEN AREAS
 (Additional text and notes are present but difficult to read due to image quality.)



JOHN J. TECKLENBURG
Mayor

City of Charleston
South Carolina
Department of Public Service
May 14, 2019

THOMAS F. O'BRIEN
Director of Public Service

Mr. Kirk R. Richards, P.E.
Assistant District Maintenance Engineer
SCDOT-District Six
6355 Fain Blvd.
North Charleston, SC 29406

RE: Maintenance of concrete sidewalks, granite curb, pavers, lights and street trees in conjunction with the Low Battery Restoration Project along Murray Blvd. (S-29S) at the intersections of Tradd St. (S-876) and Ashley Blvd. (S-103).

Dear Mr. Richards:

This letter concerns the proposed installation of concrete sidewalks, granite curb, pavers, street lights and street trees to be installed in conjunction with the Low Battery project which will tie into the SCDOT right-of-way (ROW) at Tradd St. (S-876) and Ashley Blvd. (S-103). Upon transfer of Murray Blvd (S-29S) to the City of Charleston, the City will maintain the aforementioned items as they apply to the tie in locations in the SCDOT ROW. The encroachment into the SCDOT ROW at these locations will include roughly 70lf at the Intersection of Tradd St. (S-876) and approximately 25lf at the intersection of Ashley Blvd. (S-103).

The City Council of Charleston, at its meeting held on March 14, 2019, agreed to accept maintenance responsibility for the concrete sidewalks, granite curb, pavers, street lights and street trees within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these items in compliance with current ADA and SCDOT standards (ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, AASHTO Guide for Development of Pedestrian Facilities).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at obrient@charleston-sc.gov.

Sincerely,

Thomas F. O'Brien,

Copy to:



TFO/tmg



Ratification
Number _____

A N O R D I N A N C E

AN ORDINANCE TO AMEND CHAPTER 27, ARTICLE I, DIVISION 2 TO ADD A NEW SECTION 18 AUTHORIZING THE STORMWATER DIRECTOR, IN ADDITION TO THE MAYOR, TO SIGN STORMWATER DRAINAGE EASEMENTS AND DRAINAGE FACILITY DEDICATIONS ON BEHALF OF THE CITY OF CHARLESTON AFTER THEIR ACCEPTANCE BY THE PUBLIC WORKS AND UTILITIES COMMITTEE; AS WELL AS, PERMIT APPLICATIONS RELATED TO STORMWATER PROJECTS.

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

Section 1. Chapter 27, Article I, Division 2 of the Code of the City of Charleston is hereby amended by adding a new Section 18 which shall read as follows:

“Sec. 27-18. Signatory Authority on Stormwater Related Documents.

The Stormwater Director, in the addition to the Mayor, is authorized to sign stormwater drainage easements and drainage facility dedications on behalf of the City of Charleston after their acceptance by the Public Works and Utilities Committee; as well as, permit applications for Stormwater projects on behalf of the City, when necessary, for South Carolina Department of Health and Environmental Control, Ocean and Coastal Resource Management, Coastal Zone Consistency, Army Corps of Engineers; Charleston County, and South Carolina Department of Transportation.

Ratified in City Council this _____ day of _____
In the Year of Our Lord 2019 in the ____ Year of the
Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor, City of Charleston

ATTEST: _____
Vanessa Turner Maybank
Clerk of Council