NOTICE OF MEETING

A meeting of the Committee on Real Estate and Committee on Recreation will be held beginning at 2:00 p.m. Tuesday, June 21, 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:

May 23, 2022

a. Discussion of Pool Waiver for rental of pool space for private swimming lessons at the WL Stephens Aquatic Center.

b. Consider Rental Agreement to rent portions of the Daniel Island Recreation Center in the amount of $33,000.00 a year to Point Hope Presbyterian Church for Sunday services and other special events. (160 Fairbanks Drive, Daniel Island, SC 29492) (Berkeley County TMS# 271-00-00-006)

c. An ordinance to authorize the Mayor to execute a deed and any other necessary documents, approved as to form by the Office of Corporation Counsel, Quit-claiming to Children’s Museum of Charleston the City of Charleston’s right, title, interest, if any, to that certain portion of property bearing Tax Map Number: 460-16-02-010, and subject to certain exceptions and other matters to be approved by the Office of Corporation Counsel.

d. Consider approval of Joint Use Agreement between the City and CCSD for the southeastern quadrant of Hampstead Square to be used as community park during non-school hours, with City to quitclaim its interest in same to CCSD in exchange for CCSD to quitclaim to the City its interests in the southwestern and northwestern quadrants of Hampstead Square. (TMS# 459-09-02-151, TMS #459-05-04-026, TMS# 459-09-02-125)

e. Consider ordinance to devise and accept property rights, by quitclaim deed from the City to CCSD in the southeastern quadrant of Hampstead Square and by quitclaim deed from CCSD to the City in the northwestern and southwestern quadrants of Hampstead Square. (TMS# 459-09-02-151, TMS #459-05-04-026, TMS# 459-09-02-125) [Ordinance]
f. An ordinance authorizing the Mayor to execute on behalf of the City an Amended and Restated Lease between the City of Charleston and Charleston Water System regarding the use of the recreational greenway.

g. Update on Sumar Street MOU.

h. Please consider the following annexation:

(i) 820 East Estates Blvd. (0.26 acres) (TMS# 310-02-00-152), West Ashley, (District 7). The property is owned by Leroy E. Waring, Sr. and Shelia W. Waring.

i. Executive Session in accordance with S.C. Code Section 30-4-7(a)(2) to discuss proposed purchase of property associated with the Barberry Woods Project.

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
FROM: Melissa Cruthirds
DATE: June 9, 2022
DEPT: Legal

ADDRESS: 160 Fairbanks Drive, Daniel Island, SC 29492

TMS: Berkeley #2710000006

PROPERTY OWNER: City of Charleston
Consider Rental Agreement to rent portions of the Daniel Island Recreation Center to Point Hope Presbyterian Church for Sunday services and other special events

ACTION REQUEST: 

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

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

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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).
Daniel Island Recreation Center
RENTAL AGREEMENT
160 Fairbanks Drive, Daniel Island, SC 29492
843-216-6366

Event/Description of Event: Point Hope Presbyterian Church, Sunday Church Services

Event Date(s): Sundays and Special Church Event/Celebration Days, July 10, 2022 through July 2
2023 (See Below and Exhibit A for List of Dates)

Sundays, except for Special Events, Event Start Time: 9:00 a.m.
Sundays, except for Special Events, Event End Time: 12:00 p.m.
Sundays, except for Special Events, Earliest Access Time: 9:00 a.m.
Sundays, except for Special Events, Latest Departure Time: 12:30 p.m.
Special Event Dates/Times (List): See Below
Number of Guests Expected: ___50-175___

Maximum Number of Guests Permitted:
Large Room A: 228
Large Room B: 228
Community Meeting Room: 30
Staff Meeting Room: 12
Small Exercise/Yoga Room: 10

Special Event Date(s): September 11, 2022; December 11, 2022; December 24, 2022; April 6, 2023

September 11, 2022 (First Sunday after Labor Day): Fall Kick-Off Sunday
Start Time: 9:00 a.m. Event End Time: 2:00 p.m.
Earliest Access Time: 9:00 a.m. Latest Departure Time: 2:00 p.m.
Event Description: Worship service followed by outside reception. Use of outdoor courtyard,
Large Rooms A & B, kitchen, and indoor bathrooms needed following the worship service until 2:00
p.m. Catering from food truck(s) and picnicking in outdoor courtyard.

December 11, 2022 (The Second Sunday of Advent): A Service of Lessons & Carols
Start Time: 4:00 p.m. Event End Time: 8:00 p.m.
Earliest Access Time: 4:00 p.m. Latest Departure Time: 8:00 p.m.
Event Description: A Sunday Evening worship time to celebrate Advent.

December 24, 2022: Christmas Eve Service
Start Time: 4:00 p.m. Event End Time: 7:00 p.m.
Earliest Access Time: 4:00 p.m. Latest Departure Time: 7:00 p.m.
Event Description: Special afternoon service to celebrate Christmas Eve.

April 6, 2023 (Thursday before Easter Sunday): Maundy Thursday Worship Service
Start Time: 5:30 p.m. Event End Time: 8:30 p.m.
Earliest Access Time: 5:30 p.m. Latest Departure Time: 8:30 p.m.
Event Description: Special evening service to celebrate Maundy Thursday

RENTER INFORMATION

Name: POINT HOPE PRESBYTERIAN CHURCH
Email Address: rob@pointhopepres.com
Mailing Address: 209 N. Ladd Ct., Charleston, SC 29492
Work Phone: (817) 205-7082 Cell Phone: 817-205-7082

This Rental Agreement (“Agreement”) is made in the County and City of Charleston, South
Carolina, on June 21, 2022, by and between THE CITY OF CHARLESTON, operating as the Daniel
Island Recreation Center, located at 160 Fairbanks Drive, Daniel Island, SC 29492 ("CITY") and Point Hope Presbyterian Church, ("RENTER") located at the address stated above.

City agrees to rent to the Renter the area in the Daniel Island Recreation Center ("DIRC") as designated on Exhibit A, which is attached hereto and incorporated herein by reference (the "Premises") upon the terms and conditions listed in this Agreement. The rented space is to be used solely for the Events described above and in Exhibit A. Parking is not a part of this Agreement, and parking cannot be guaranteed with any rental.

I. DEFINITIONS
A. Rental Fee shall mean monies paid to the City by the Renter for rent and equipment. Payment of the rental fees secures the date and may be refundable on a pro rata basis if this rental agreement is terminated prior to the end of the Lease term by either Party. Paid Rental fees reserve only the Premises specified above. Other events may be taking place at the same time as your event.
B. Damage deposit shall mean monies paid to the City to provide evidence of good faith in the event of damage to the premises as stated in this Agreement, or any additional charges as appropriate. This deposit is refundable after post-rental inspection but within 30 days of the termination of this Lease.
C. Latest Departure shall mean the time when the building has been returned to its pre-event condition.
D. Replacement Fee shall mean non-refundable monies paid to the City for the replacement of the tables and chairs at the end of the Term. The Replacement Fee is separate and apart from the Damage Deposit.

II. TERM
TERM: The term of this Agreement shall be each Sunday and all Special Event Days from July 10, 2022 through July 2, 2023, from the Earliest Access Time until the Latest Departure Time as specified herein, unless cancelled or terminated by either party in accordance with the provisions of this Agreement.

III. COMPENSATION
A. The Rental Fee and schedule of additional rental fees for the use of the DIRC are marked as Exhibit A and are attached hereto and incorporated herein by reference.
B. Six (6) Months of the agreed upon rental fee, or $16,500, shall be due upon the signing and adoption of this Agreement by both Parties. The remaining six (6) months of the rent, $16,500, shall be due by November 20, 2022. The Premises contracted for under this Agreement shall not be guaranteed/reserved until such time as the initial six (6) month rental payment as set forth above is paid.
C. Breakdown of Fees for this Event:
   Rental Fee: $33,000.00
   $600 per week for the Premises outlined in Exhibit A, which shall include:
   - Usage of DIRC's five 8' folding tables
   - Usage of DIRC's Audio-Visual Equipment in Large Room A and Large Room B, which is 2 drop-down project screens, 1 projector, and 2 portable sound systems with microphones and speakers
   - Chairs not to exceed the stated capacity for each room
   - Storage space for Renter that will fit approximately a 50-gallon storage tote
   - Storage of 6 Cocktail Tables donated by the Renter to the City, which shall become City's property on the Effective Date of this Agreement
   - Nonexclusive usage of outside courtyard adjacent to Large Room A and Large Room B, except for Special Event on September 11, 2022
   - Usage of Kitchen

   Damage Deposit, refundable: $5,000.00
   Replacement Fee, not refundable: $2,000.00

TOTAL AMOUNT DUE PURSUANT TO THIS RENTAL AGREEMENT $40,000.00
IV. OBLIGATIONS OF THE CITY
A. City shall have the Premises available in a clean and orderly condition as designated in this Agreement on the specified dates at the specified time, including normal heat, air conditioning, light, power, and water (if applicable).

B. Adhere to Work orders submitted by the Renter to the DIRC staff to instruct appropriate setup for the Event, specifying the exact number of chairs and tables needed, as outlined in the Rental Fee. Renter is obligated for breakdown of tables and chairs.

V. OBLIGATIONS OF THE RENTER:
A. Abide by the laws of the State of South Carolina, the County, and the City of Charleston, and the rules and regulations of the DIRC.
B. Pay to the City the compensation as provided herein.
C. Pay to City all costs incurred as a result of this Agreement.
D. Pay all federal, state, and local taxes in connection with the Event, including a City of Charleston Business License Fee, if applicable to Renter.
E. Secure all necessary permits and licenses required for any designated Event, if applicable.
F. Honor or cause to be honored all debt incurred as a result of this Rental Agreement.
G. Accept the DIRC “as is” and to make no improvements, changes or alterations to the Premises, including to any art or design exhibitions.
H. Be solely responsible for the behavior and safety of the persons in attendance at the Renter’s event.
I. All food service must be served in accordance with all state and local laws, ordinances, and regulations. All events requiring food service, other than communion bread and typical refreshments, must be provided by professional, licensed caterers and be provided in conformance with the catering rules marked as Exhibit B, attached hereto and incorporated herein by reference.
J. Renter agrees that the City may terminate the Event, when, in the opinion of the City, the Renter is not acting in the best interest of the patrons and participants attending the Event and/or the City of Charleston.
K. Provide a floor plan of the proposed Event layout, including food service and audio visual equipment. City reserves the right to revise or alter the Event plan with the cooperation of Renter.
L. Prohibit any device being affixed to the facility or its contents by tacks, nails, screws, glue or other like material. No Tape of any kind is allowed to be attached to the walls or other parts of the Premises.
M. Prohibit the use of any items such as birdseed, balloons, rice, confetti, etc. from being thrown or released in or around the DIRC property. Any items released or thrown must have prior approval from DIRC management, and must be properly disposed of prior to the latest departure time stated herein. No confetti of any kind (including metallic-like or glitter-like confetti products) are allowed on the premises.
N. Prohibit any vehicle from driving or parking on any landscaped / grassy area of the DIRC complex, or from blocking any access points to the DIRC. Secure prior written permission from DIRC staff for any vehicle to be placed on any area other than a designated parking space.
O. Prohibit any use of the Premises which harms, damages, or defaces the general appearance of the Premises.
P. Be solely responsible for setting-up and breaking down any decorations or other equipment for the event and restoring the Premises to its pre-lease condition, including clean-up of restrooms and removal of garbage. Garbage is to be removed and placed in the dumpster, and new garbage bags placed in the garbage cans. Any items left on the property after the latest departure time stated above are not the responsibility of the City and will be disposed of, unless prior written arrangements have been made with the City. All trash and rental items shall have been removed from the DIRC property by the latest departure, all guests and vendors have vacated the DIRC property, and the doors are locked.
Q. Prohibit any portable toilets from being placed anywhere on DIRC property. The DIRC will determine which events need additional restrooms based on projected attendance, and those events shall be required to contract through the City of Charleston for adequate restroom facilities.
R. Prohibit smoking and prohibit the use of any candles or other fire hazards on the Premises.
S. Agree to contain the event within the Premises, except that the Renter may utilize those spaces open to the public in the same manner as the public is so allowed.
T. Agree to keep all sound, amplified or otherwise, generated during the event to a decibel level not to exceed 65 peak dBA or 72 peak dBC as measured from any adjacent property boundary of the Premises, to be monitored at all times by the Renter and the City. Agree to terminate sound-producing activities during the event if sound level(s) generated from same shall exceed prescribed limits as stated herein or upon direction by the City. Agree to terminate sound producing activities promptly at 9:00 PM. All bands and DJs will be shut down by 9:00 PM.
U. Agree that no guests, caterer, florists, etc. may access the Premises for event-related purposes prior to the earliest access time stated above. Agree that the event must end at the stated time above. Agree that the latest departure time stated above is when the building has been returned to its pre-event condition with all guests and vendors being gone and the doors being locked at this time.
V. Renter agrees to use the table, chairs, and other rented equipment (the "Equipment") in a proper manner and to return the Equipment in good condition, usual wear and tear excepted.

W. Damage Deposit: City may inspect the Premises after each event. In the event damage is discovered during said inspection, City shall be entitled to use the Damage Deposit to repair the damage. If, after an event, City discovers damage to the Premises in excess of the Damage Deposit, City shall notify Renter of the amount of the damage to the Premises in excess of the Damage Deposit, and Renter shall remit the full sum to the City within THIRTY (30) days of receipt of the notice of damage from City. All refunds of a damage deposit will be made in the form of a check, regardless of payment method, sent to Renter's address approximately THIRTY (30) DAYS after the end of the Term.
   i. All Equipment, except for table and chairs, that is damaged, lost, or destroyed on the Premises will be replaced and charged to Renter, first from the Damage Deposit, and, if Deposit is exhausted, then billed to Renter. Charges will be in accordance with the current existing equipment costs.
   ii. The parties agree that the use of tables and chairs will result in replacement at the end of the Term, and the Replacement Fee shall be used at the end of the Term for such replacement. However, if tables and chairs are damaged, lost, or destroyed during the Term, they shall be replaced and charged to Renter, first from the Damage Deposit, and, if Deposit is exhausted, then billed to Renter. Charges will be in accordance with the current existing equipment costs.

X. Submit work orders to the DIRC staff that specify the number of chairs and tables needed for setup, prior to the event. Break down tables and chairs and properly store after each event.

Y. Renter may put up outdoor/directional signage to be set-up no more than twenty-four (24) hours prior to Event and taken down at Latest Departure Time for each Event.

VI. ALCOHOL:

If alcohol is going to be served on the Premises, with the exception of wine used for the expressed purpose of liturgical worship celebrating the sacrament of communion, during the event, Renter agrees to the following:
   i. To employ and use a South Carolina Department of Revenue properly licensed and insured third party bartending service to serve alcohol;
   ii. Secure any necessary permits or licenses from the South Carolina Department of Revenue and furnish a copy of said permit or license to City prior to the event. The South Carolina Department of Revenue may be contacted at (803) 898-5864;
   iii. Abide by all laws, City of Charleston ordinances, and rules and regulations of the South Carolina Department of Revenue related to alcohol;
   iv. Ensure that guests possessing or consuming the alcohol are at least twenty-one (21) years of age;
   v. Service of alcohol will be at no charge or in exchange for services to the guests;
   vi. The event shall not be open to the general public; and,
   vii. The alcohol will be purchased from a licensed South Carolina retailer.

VII. INDEMNIFICATION AND INSURANCE

A. The Renter agrees to take all necessary steps to prevent injury or damage to other persons or property of other persons, including the City’s property, adjacent dwellings and those persons in pedestrian or vehicular traffic. In any and all events, except for expenses or liabilities arising from the negligence of the City, the Renter hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:
   i. The Renter expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its guests, employees or any person, firm, or corporation directly or indirectly employed by the Renter, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Agreement. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Renter’s employees and any person directly or indirectly employed by Renter, the City’s employees, the employees of any other independent contractors, or occurring to any member of the public.
   ii. When the City submits notice, Renter shall promptly defend any aforementioned action.
   iii. This obligation shall survive the suspension or termination of this Agreement.
   iv. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation.
   v. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

B. Renter shall keep in force, at its expense, as long as this Agreement remains in effect, liability insurance (provided by an insurance provider licensed to do business in the State of South Carolina and rated A or better) with a limit of not less than $1,000,000.00 for damages to
person or property arising out of any one accident or occurrence. The insurance policy shall be
in the name of the Renter and the City of Charleston shall be named as an additional insured on
the policy. Additionally, the policy shall provide that the insurer shall notify the City of
Charleston that a policy is due to expire or be terminated at least thirty (30) days prior to the
Event. Renter shall provide City with a certificate of insurance five (5) days prior to the
commencement of the Event.

C. In the event alcohol is served or sold at the event by the Renter, the Renter agrees to maintain
Comprehensive General Liability, Liquor Liability and Property Insurance with combined single
liability limits for personal injury or death and property damage in the amount of
$1,000,000.00 per occurrence. Renter agrees to add the City as an additional named insured
on such insurance policy or addendum there to during the term of this Rental Agreement and
provide proof of such to City five (5) days prior to the Event date. If alcohol is served or sold at
the Event by anyone other than the Renter, the Renter agrees to require that individual to
maintain Comprehensive General Liability, Liquor Liability and Property Insurance with
combined single liability limits for personal injury or death and property damage in the amount
of $1,000,000.00 per occurrence. Renter agrees that the City will be added as an additional
named insured on such insurance policy or addendum there to during the term of this Rental
Agreement and provide proof of such to City five (5) days prior to the event date.

VIII. CANCELLATION POLICY
Renter may, with sixty (60) days written notice being provided to the City, cancel any day or days
contracted for by the Renter under this Agreement. In the event of cancellation by Renter, City
will refund any advanced Rental Fees less any expense(s) incurred by City in preparation and in
consideration of this Agreement. This refund will be in the form of a check mailed to the Renter’s
address approximately thirty (30) days after receipt of the notice of cancellation, regardless of the
form of the initial payment.

IX. TERMINATION:

A. For Convenience: Either Party reserves the right to terminate this Agreement when the
Party determines termination to be in the best Interests of such Party. If the Agreement is
so terminated, the terminating Party will provide the other Party with 7 business days
written notice, specifying the exact reason for early termination. Renter shall receive a pro
rata refund of all rental monies paid to City for the unused rental dates.

B. For Default: if either party fails to comply with the terms of this Agreement, the non-
defaulting party shall notify the defaulting party in writing with the specifics regarding such
default. If the defaulting party fails to cure the noncompliance within forty-eight (48) hours
after receiving the notice of default, the non-defaulting party may terminate this Agreement
by written notice to the defaulting party. The defaulting party shall not be entitled to any
costs or damages resulting from their default.

X. FORCE MAJEURE
City and Renter shall not be responsible for any delay or failure of the other’s performance under
this Rental Agreement resulting from fire, strike, flood, labor dispute, domestic or international
unrest, or any other cause beyond reasonable control.

XI. NOTICES
All notices required under this Agreement to either of the parties hereto shall be deemed properly
given only when sent by registered or certified mail or commercial delivery service (postage
prepaid) with signature of recipient required.

XII. ENTIRE AGREEMENT
This document constitutes the entire Agreement between the parties hereto and all previous
negotiations leading thereto. It may be modified only by written agreement signed by the City and
the Renter.

XIII. GOVERNING LAWS
This Agreement shall be governed by the laws of the State of South Carolina and any and all
disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit
Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. The prevailing party shall
be entitled to attorney’s fees and all costs of said litigation.

XIV. ASSIGNMENT
This Agreement shall not be assigned transferred, mortgaged, pledged, or otherwise encumbered
or sublet by either party.

XV. SEVERABILITY
If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the
remaining provisions shall continue to be valid and enforceable. If a court finds that any provision
of this Agreement is invalid and unenforceable, but that by limiting such provision it would become
valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**XVI. WAIVER OF CONTRACTUAL RIGHTS**
The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

IN WITNESS WHEREOF, the parties, having caused this DIRC Rental Agreement to be duly executed in duplicate each of which shall be deemed an original.

**WITNESSES:**

**CITY:**

**CITY OF CHARLESTON**

By: John J. Tecklenburg
    Its: Mayor

**WITNESSES:**

**RENTER:**

**POINT HOPE PRESBYTERIAN CHURCH**

By: Rev. Robert E. Hamby, III
    Its: Pastor
EVENT DATES:
7/10/2022; 7/17/2022; 7/24/2022; 7/31/2022; 8/7/2022; 8/14/2022; 8/21/2022;
10/16/2022; 10/23/2022; 10/30/2022; 11/6/2022; 11/13/2022; 11/20/2022;
11/27/2022; 12/4/2022; 12/11/2022; *12/11/2022* (evening); 12/18/2022;
*12/24/2022*; 12/25/2022; 1/1/2023; 1/8/2023; 1/15/2023; 1/22/2023;
1/29/2023; 2/5/2023; 2/12/2023; 2/19/2023; 2/26/2023; 3/5/2023; 3/12/2023;
6/18/2023; 6/25/2023; 7/2/2023

* Special event service

PREMISES

RENTAL FEE

In consideration of the extra wear and tear that weekly use of the Premises will undergo, the Rental Fees for the Premises shall be as follows:

PREMISES:
- Large Room A
- Large Room B
- Community Meeting Room
- Staff Meeting Room
- Small Exercise Room
- Kitchen
- Nonexclusive use of courtyard except for September 11, 2022 event.
EXHIBIT B

CATERING RULES AND REGULATIONS

A. No food is to be cooked on-site and no stoves, propane tanks or other such cooking hardware will be allowed on the premises.
B. Renters and/or caterers are responsible for all set-up, breakdown and clean-up.
C. Lessee agrees that access for delivery and setup of catering is limited to designated spaces, subject to availability.
D. Vehicles are prohibited from parking in the driveways or in any manner that would block normal vehicular traffic or parking or emergency access.
E. Any parking fees or tickets incurred on the part of an illegally parked individual will be the sole responsibility of that individual.
F. All trash must be sealed in trash bags and removed from the premises at the end of the event with no exceptions.
G. No equipment, trash, serving trays/dishes or leftover food may be left at the Premises for pick up the next day.
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ANY OTHER NECESSARY DOCUMENTS, APPROVED AS TO FORM BY THE OFFICE OF CORPORATION COUNSEL, QUIT-CLAIMING TO CHILDREN’S MUSEUM OF CHARLESTON THE CITY OF CHARLESTON’S RIGHT, TITLE AND INTEREST, IF ANY, TO THAT CERTAIN PORTION OF PROPERTY BEARING TAX MAP NUMBER: 460-16-02-010, AND SUBJECT TO CERTAIN EXCEPTIONS AND OTHER MATTERS TO BE APPROVED BY THE OFFICE OF CORPORATION COUNSEL.

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

Section 1. The Mayor is hereby authorized to execute on behalf of the City a deed and any other necessary documents quit-claiming to the Children’s Museum of Charleston the City’s right, title and interest, if any, to that certain portion of property bearing Tax Map Number 460-16-02-010.

Section 2. The form of the quit claim deed and other necessary documents referenced in Section 1 of this Ordinance shall be subject to the approval of the City’s Office of Corporation Counsel. Upon the approval of the City’s Office of Corporation Counsel of the form of such documents and any exceptions or other matters, the Mayor is authorized to execute such documents without further action of City Council.

Section 3. This Ordinance shall become effective upon ratification.

Ratified in City Council this ___ day of ______ in the Year of Our Lord, 2022, in the ____ Year of the Independence of the United States of America.

By: John J. Tecklenburg
Mayor

Attest: Jennifer Cook
Clerk of Council
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate                  DATE: June 9, 2022
FROM: Magalie Creech                      DEPT: Legal

ADDRESS: Southeastern, Northwestern, and Southwestern Quadrants of Hampstead Square

TMS: #459-09-02-151 (southeastern quadrant), #459-05-04-026 (northwestern quadrant), & #459-09-02-125 (southwestern quadrant)

PROPERTY OWNER: City of Charleston/Charleston County School District
Consider Approval of Joint Use Agreement between City and CCSD for southeastern quadrant to be used as community park during non-school hours, with City to quitclaim its interest in same to CCSD in exchange for CCSD quitclaim to City of its interests in southwestern and northwestern quadrants.

ACTION REQUEST: 

ORDINANCE: Is an ordinance required? Yes ☑ No ☐

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

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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).
A RESOLUTION

AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY OF CHARLESTON (THE "CITY"), A JOINT USE AGREEMENT ("AGREEMENT") BETWEEN THE CITY AND THE CHARLESTON COUNTY SCHOOL DISTRICT ("CCSD"), ESTABLISHING ACCESS AND USE OF THE CITY TO THE SOUTHEASTERN QUADRANT OF HAMPSTEAD SQUARE IDENTIFIED AS TMS# 459-09-02-151 FOR PARK PURPOSES, UPON APPROVAL OF THE FINAL FORM OF THE AGREEMENT BY CORPORATION COUNSEL.

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

Section 1. That, upon the approval of Corporation Counsel as to the final form of the attached Joint Use Agreement (the "Agreement"), the Mayor is authorized, without further action by City Council, to execute the Agreement and other necessary documents between the City and the Charleston County School District (the "CCSD"), under which the CCSD will grant the City access for park purposes to the property described as the southeastern quadrant of Hampstead Square and designated as TMS No. 459-09-02-151, and the City will convey any interest it may have in said property to the CCSD by quit claim deed.

Section 2. That nothing in this Resolution or the Agreement shall commit the City to provide funding or financial contribution towards the acquisition of any properties referenced therein or the construction of any improvements on such properties.

Section 3. That this Resolution shall become effective immediately.

Adopted this _____ day of __________________, 2022.

By:

[Signature]
John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

[Signature]
Jennifer Cook
Clerk of Council
JOINT USE AGREEMENT

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

THIS AGREEMENT (the "Agreement") is made by and between the City of Charleston, a South Carolina municipal corporation (the "City") and the Charleston County School District, a political subdivision of the State of South Carolina (the "School District", referred to herein as the "Party" and "Parties" where applicable).

WHEREAS, the School District desires to provide the City access to TMS# 459-09-02-151 located within the City of Charleston, and to use such facilities located thereon or which may hereafter be constructed, if any (as further defined herein) for the purposes stated herein;

WHEREAS, the City desires to use said park and the facilities thereon, if any, as a park for its citizens and residents and not for lease, rental, or otherwise to third parties;

NOW, THEREFORE, the City and the School District, in consideration of the mutual promises and covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have contracted and agreed as follows:

1. Premises. Subject to the terms and conditions of this Agreement, the School District shall provide access and after hour use to the City to that certain parcel of real property described in Exhibit A, attached hereto and incorporated herein by reference, (the "Property"), including access and after hour use to any improvements which exist or hereafter shall be erected upon the Property ("Facilities").

2. Term. The term of this Agreement shall run from the Effective Date, defined as the date the last Party signs this Agreement, through June 30, 2038 (the "Termination Date"); thereafter, the Parties may extend the Agreement every ten (10) years so long as both Parties agree in writing.

3. Early Termination. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement by providing ninety (90) days’ advance written notice to the other Party, and improvements, fixtures and personal property shall be governed by Section 13 herein. Notwithstanding the foregoing and in recognition of the resulting benefit to the neighborhood and public, the Parties shall employ their best efforts for the continued use of the Property as a park pursuant to the terms of this Agreement.

4. Quit Claim Deeds. Simultaneously with the execution of this Agreement, the City shall execute a quit claim deed in recordable form conveying to the School District any interest it may have or claim to have in the Property. The School District shall simultaneously with the execution of the Agreement execute a quit claim deed in recordable form conveying to the City any interest it may have or claim to have in the property described in Exhibit B attached hereto and incorporated herein by reference (the "Southwestern and Northwestern Quadrants"). Each Party shall be responsible for recording their respective quit claim deeds in the ROD Office for Charleston County.

5. Right of First Refusal. The School District hereby grants the City a right first refusal to purchase the Property ("ROFR") upon the termination, whether early or at expiration, of this Agreement. The City hereby grants the School district a ROFR to purchase the Southwestern and Northwestern Quadrants upon the termination, whether early or at expiration of this agreement.
6. **Limitations on Use; Fence on Property.** Subject to the terms and conditions of this Agreement, and unless otherwise agreed by the Parties, the School District’s use of the Property takes priority over all other uses, and the City’s use of the Property, including the Facilities, shall be limited to non-school park purposes during non-school hours only. School District shall, in connection with construction/renovations to its property located at 63 Columbus Street, Charleston, SC formerly operated as Wilnot J. Fraser Elementary having TMS #459-09-02-152, remove the existing fence from the Property and construct a new fence ("Fence") around the Property with two (2) lockable entrances on Columbus Street. Both the City and the School District shall have access to the locks on the Fence at all times. The School District shall lock the fence during school hours and shall keep the fence unlocked during non-school hours. During its use of the Property and the Facilities, the City shall implement all rules, regulations, policies and procedures for the Property and the Facilities, and operate the Property and the Facilities in the same manner as is used for other similar parks owned or operated by the City. The Property shall be accessible for City use during non-school hours and non-school use.

7. **Maintenance.** The School District shall be responsible for maintaining, at its sole expense, the Facilities, the Fence and the Property in good, clean, and working condition, including without limitation, cutting the grass and performing routine landscape maintenance.

8. **No Third Party Rights.** Notwithstanding any provision of this Agreement, this Agreement shall not be construed to create any rights or interests enforceable by the general public, the City’s residents, the School District’s students or Constituents, or others who are not parties to this Agreement. There are no third party beneficiaries to this Agreement. The City shall not have the right to lease the Property or the Facilities, or otherwise allow third parties to use the Property or the Facilities other than as members of the general public without any rights in or to this Agreement.

9. **Rules of Conduct.** Each Party shall comply with its standard rules of conduct while using the Property and the Facilities.

10. **Tort Claims Act (Liability & Damages).** The Parties acknowledge responsibility for their torts and the torts of their employees arising from their respective use of the Property, 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, or other provisions of law.

11. **Intended Uses.** It is the understanding and intent of the Parties that the Property and Facilities are to be used by the School District for its approved purposes during school hours, and as a park for public use after school hours.

12. **Improvements.** If the School District constructs any Facilities on the Property, such Facilities shall be in keeping with the use by the City of the Property as a park. Such design, construction and maintenance of the Facilities shall be at the expense of the School District. The Facilities shall be constructed in accordance with good engineering practices and in a workmanlike manner in accordance with reasonably accepted construction standards for improvements of such nature in the City of Charleston, South Carolina and in accordance with any other applicable local, state and federal health, safety, and environmental laws. The City shall not have the right to make improvements to the Facilities or on the Property without the prior written consent of the School District, which consent may be withheld or denied for any reason or no reason. Any improvements made by the City with the School District’s consent shall be at the sole expense of the
City, including but not limited to the design and construction of such improvements, as well as for the maintenance of such improvements. Upon termination of this Agreement, the Property shall be surrendered and delivered to the School District or successor owner of the Property, and any improvements constituting fixtures upon the Property shall not be removed but instead will inure to the benefit of the School District, its successors and assigns. Any personal property or other improvements that do not constitute fixtures located on the Property shall be surrendered and delivered to the Party owning said items within thirty (30) days after termination of this Agreement.

13. **Entire Agreement.** This Agreement is the sole and entire agreement and understanding between the Parties with respect to the matters contemplated in this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon the Parties with respect to the subject matter of this Agreement.

14. **Amendment.** Except as set forth in Section 3 of this Agreement, this Agreement may be amended only by a written instrument executed by the Parties. An implied amendment to this Agreement shall not be presumed by a merger or integration clause in a subsequent agreement between the Parties unless this Agreement is expressly referenced or the pertinent provisions of the subsequent agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent agreement shall control, but the remainder of this Agreement shall remain in full force and effect.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement.

16. **Default.** In the event either party materially defaults under the terms of this Agreement and such default is not cured within thirty (30) days after written notice of the default ("Cure Period"), the non-defaulting Party may elect, as its sole remedy: (1) to terminate this Agreement upon thirty (30) days' written notice to the other after the Cure Period if the default is not cured; or (2) obtain injunctive or declaratory relief, including but not limited to specific performance.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

18. **Severability.** If any provision of the agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

19. **Notice.** All notices provided for in this Agreement shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

   if to the School District:  
   Charleston County School District  
   Attn: Director of Planning & Real Estate  
   3999 Bridge View Drive  
   North Charleston, SC 29405
With a copy to: Charleston County School District
       Attn: Facilities and Maintenance
       3999 Bridge View Drive
       North Charleston, SC  29405

If to the City:  City of Charleston
       Attn: Real Estate Management Division
       Post Office Box 304
       Charleston, SC 29402

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

Either Party may, from time to time, by notice in compliance with this Paragraph 19, designate a
different address to which notices shall be sent.

19.  **Recording.** This Agreement shall not be recorded in the ROD Office for Charleston County
without the written consent of both parties, which consent may be withheld by either party at its sole
discretion. The quit claim deeds referenced in Section 4 herein shall be recorded by the recipient of title to
each party.

**SIGNATURE PAGES TO FOLLOW**
IN WITNESS WHEREOF, the City of Charleston has executed this Joint Use Agreement on this ____
day of ____________________, 20____.  

WITNESS: 

__________________________

THE CITY OF CHARLESTON
SOUTH CAROLINA

By: __________________________
Name: John J. Tecklenburg
Its: Mayor

STATE OF SOUTH CAROLINA  )

                         ) ACKNOWLEDGMENT

COUNTY OF CHARLESTON  )

Before me, the undersigned Notary Public, personally appeared John J. Tecklenburg, Mayor,
City of Charleston, a South Carolina body politic and corporate, this ____ day of ____________,
2022, who executed the foregoing instrument, and acknowledged that she executed the same.

______________________________

Notary Public for __________________________

My Commission Expires: ______________________
IN WITNESS WHEREOF, the Charleston County School District has executed this Joint Use Agreement on this _____ day of ___________________, 20_____.

WITNESS: 

CHARLESTON COUNTY SCHOOL DISTRICT 

By: ____________________________
Name: Donald R. Kennedy 
Its: Interim Superintendent

STATE OF SOUTH CAROLINA )
                           )
COUNTY OF CHARLESTON  )

ACKNOWLEDGMENT

Before me, the undersigned Notary Public, personally appeared Donald R. Kennedy, Interim Superintendent of the Board of Trustees of Charleston County School District, a South Carolina body politic and corporate, this _____ day of __________, 2022, who executed the foregoing instrument, and acknowledged that he executed the same.

________________________________________

Notary Public for _______________________

My Commission Expires: _______________
EXHIBIT A

Description of School District Premises

ALL certain piece, parcel or lot of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina consisting of the southeastern quadrant of Hampstead Square being bounded on the North by Columbus Street, on the East by E. Hampstead Square, on the South by Hampden Court and on the West by America Street.

TMS #459-09-02-151
EXHIBIT B

Description of City Premises

ALL certain piece, parcel or lot of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina consisting of the northwestern quadrant of Hampstead Square being bounded on the North by N. Hampstead Square, on the East by America Street, on the South by Columbus Street, and on the West by Aiken Street.

TMS #459-05-04-026

AND

ALL certain piece, parcel or lot of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina consisting of the southwestern quadrant of Hampstead Square being bounded on the North by Columbus Street, on the East by America Street, on the South by Hampden Court and on the West by Aiken Street.

TMS #459-09-02-125

END OF DOCUMENT]
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate  DATE: June 9, 2022

FROM: Magalie Creech  DEPT: Legal

ADDRESS: Southeastern, Northwestern, and Southwestern Quadrants of Hampstead Square
#459-09-02-151 (southeastern quadrant), #459-05-04-026 (northwestern quadrant), &
TMS: #459-09-02-125 (southwestern quadrant)

PROPERTY OWNER: City of Charleston/Charleston County School District
Consider ordinance to devise and accept property rights, by quitclaim deed from City to CCSD in southeastern quadrant and by quitclaim deed from CCSD to City in northwestern and southwestern quadrants

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>
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</thead>
<tbody>
<tr>
<td>Legal Department</td>
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<td>Chief Financial Officer</td>
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<tr>
<td>Director Real Estate Management</td>
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</table>

FUNDING: Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?* Yes ☒ No ☐

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

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

AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY OF CHARLESTON, AS GRANTOR, A QUIT CLAIM DEED CONVEYING THE CITY’S INTEREST IN A SQUARE WITHIN THE HAMPSTEAD MALL LOCATED IN THE CITY OF CHARLESTON TO THE CHARLESTON COUNTY SCHOOL DISTRICT, AS GRANTEE, PURSUANT TO THAT CERTAIN JOINT USE AGREEMENT ADOPTED BY THE CITY AND THE CHARLESTON COUNTY SCHOOL DISTRICT.

INCIDENT TO THE ADOPTION OF THIS ORDINANCE, CITY COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT:

1. Hampstead Square is one of the oldest public squares in the City having been established as a public mall in 1871.

2. The Square as originally configured comprised four quadrants, one of which was used by Charleston County School District (CCSD) as a play area for children attending Fraser Elementary School identified as TMS #: 45-09-02-151 (the southeastern quadrant).

3. The City and CCSD have been unable to locate a deed or other instrument vesting title to the southeastern quadrant in the CCSD, or vesting title to the northwestern and southwestern quadrants in the City.

4. The Fraser Elementary School is now closed and CCSD is no longer using the southeastern quadrant as a play area.

5. The City seeks to reestablish a park area on the southeastern quadrant for the benefit of the neighborhood and public, and CCSD acknowledges the public benefit that will result from the City’s undertaking of same.

6. As a result, the parties have agreed to the terms and conditions of a Joint Use Agreement regarding the southeastern quadrant. As part of the terms and condition of said Agreement, the parties agree to convey, via Quitclaim Deeds, any interests it may have to the other in the southeastern, northwestern, and southwestern quadrants.
7. City Council desires to authorize the Mayor to execute a Quit Claim Deed conveying any interest it may have in the southeastern quadrant to CCSD, in accordance with those terms and conditions set forth by that Resolution adopted on __________.

8. CCSD will, in turn, execute a Quit Claim Deed conveying any interest it may have in the northwestern quadrant identified as TMS#: 459-05-04-026, and the southwestern quadrant identified as TMS#: 459-09-02-125, to the City.

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

Section 1. That the Mayor is authorized to execute the Quit Claim Deed conveying the southeastern quadrant of Hampstead Park identified as TMS# 459-09-02-151 to CCSD, a copy of which is attached hereto and incorporated herein by reference as Exhibit 1 (the “Quit Claim Deed”).

Section 2. This Ordinance shall become effective upon ratification.

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

By: __________________________
John J. Tecklenburg, Mayor

ATTEST:

______________________________
Jennifer Cook
Clerk of Council
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

QUIT CLAIM DEED

WHEREAS, Hampstead Mall located in the City of Charleston consists of four squares, one of which is owned by Trident Technical College and is a portion of the property identified as TMS #459-06-01-044 and used for school purposes, two of which are claimed by The City of Charleston and used for public park purposes and identified as TMS #459-05-04-026 and TMS #459-09-02-125 ("City Squares") and one of which is claimed by Charleston County School District identified as TMS #459-09-02-151 and has been used and will continue to be used for school purposes ("CCSD Square"); and

WHEREAS, title to the City Squares and the CCSD Square is not clear on the record and the parties wish to remove any cloud on title to their respective properties; and

WHEREAS, Charleston County School District has agreed to quit claim to The City of Charleston all its right, title and interest in and to the City Squares more particularly described below; and

WHEREAS, The City of Charleston has agreed to quit claim to Charleston County School District simultaneously herewith all of its right, title and interest in and to the CCSD Square.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Charleston County School District ("Grantor"), for and in consideration of the sum of Five and 00/100 ($5.00) Dollars to it in hand paid at and before the sealing of these presents by The City of Charleston, a South Carolina municipal corporation, in the State aforesaid, the receipt of which is hereby acknowledged, has remised, released and forever quit claimed, and by these presents does remise, release and forever quit claim unto the said The City of Charleston, a South Carolina municipal corporation ("Grantee") its successors and assigns, the following described property, to-wit:

ALL certain piece, parcel or lot of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina consisting of the northwestern quadrant of Hampstead Square being bounded on the North by N. Hampstead, on the East by America Street, on the South by Columbus Street and on the West by Aiken Street.

TMS #459-05-04-026  

ALSO

ALL certain piece, parcel or lot of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina consisting of the southwestern quadrant of Hampstead Square being bounded on the North by Columbus Street, on the East by America Street, on the South by Hampden Court and on the West by Aiken Street.

TMS #459-09-02-125

Grantee's Address:  

____________________________

____________________________

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 Grantee, its successors and assigns forever.

[SIGNATURE PAGE TO FOLLOW]
WITNESS Grantor’s hand and seal this _____ day of ____________________, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

__________________________
(First Witness signs here)

Charleston County School District
By: _________________________ (L.S.)
Its: _________________________

__________________________
(Second Witness signs here)

STATE OF SOUTH CAROLINA  )
  )
COUNTY OF CHARLESTON     )

I, the undersigned Notary Public, do hereby certify that Charleston County School District by ________________________, its ____________________, personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Sworn to before me this_____ day of ______, 2022.

__________________________ (Seal)
Signature of Notary Public
Printed Name: ________________________________
Notary Public for the State of South Carolina
My Commission Expires: ___________________
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

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 Charleston County School District 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) X  EXEMPT from the deed recording fee because (See Information section of affidavit): (#12-Quit Claim Deed)
      (Explaination, 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.
   (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.

Sworn to before me this ______________
day of ______________________, ____________

__________________________ (L.S.)
Notary Public for South Carolina
My Commission Expires: ____________

Charleston County School District

By: ________________________________
Its: ________________________________
STATE OF SOUTH CAROLINA               
COUNTY OF CHARLESTON                   

QUIT CLAIM DEED

WHEREAS, Hampstead Mall located in the City of Charleston consists of four squares, one of which is owned by Trident Technical College and is a portion of the property identified as TMS #459-06-01-044 and used for school purposes, two of which are claimed by The City of Charleston and used for public park purposes and identified as TMS #459-05-04-026 and TMS #459-09-02-125 (“City Squares”) and one of which is claimed by Charleston County School District identified as TMS #459-09-02-151 and has been used and will continue to be used for school purposes (“CCSD Square”); and

WHEREAS, title to the City Squares and the CCSD Square is not clear on the record and the parties wish to remove any cloud on title to their respective properties; and

WHEREAS, The City of Charleston has agreed to quit claim to Charleston County School District all of its right, title and interest in and to the CCSD Square more particularly described below; and

WHEREAS, Charleston County School District has agreed to quit claim to The City of Charleston simultaneously herewith all its right, title and interest in and to the City Squares.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that The City of Charleston, a South Carolina municipal corporation (“Grantor”), for and in consideration of the sum of Five and 00/100 ($5.00) Dollars to it in hand paid at and before the sealing of these presents by the Charleston County School District, a political subdivision of the State of South Carolina, in the State aforesaid, the receipt of which is hereby acknowledged, has remised, released and forever quit claimed, and by these presents does remise, release and forever quit claim unto the said Charleston County School District (“Grantee”) its successors and assigns, the following described property, to-wit:

ALL certain piece, parcel or lot of land situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina consisting of the southeastern quadrant of Hampstead Square being bounded on the North by Columbus Street, on the East by E. Hampstead Square, on the South by Hampden Court and on the West by America Street.

TMS #459-09-02-151

Grantee’s Address: 3999 Bridge View Dr., N. Charleston, SC
Attn: Contract and Procurement Services

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 Grantee, its successors and assigns forever.

[SIGNATURE PAGE TO FOLLOW]
WITNESS Grantor's hand and seal this _____ day of ____________________, 2022.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:  
The City of Charleston, a South Carolina municipal corporation

(First Witness signs here)  
By: ______________________ (L.S.)  
Its: ______________________

(Second Witness signs here)

STATE OF SOUTH CAROLINA  
)  
COUNTY OF CHARLESTON  
)

I, the undersigned Notary Public, do hereby certify that The City of Charleston, a South Carolina municipal corporation, by ______________________, its ______________________ personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Sworn to before me this  
_____ day of _____, 2022.

_________________________________(Seal)

Signature of Notary Public
Printed Name: __________________________________
Notary Public for the State of South Carolina
My Commission Expires: ______________
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

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

1. I have read the information on this Affidavit and I understand such information.

2. The property was transferred by The City of Charleston to Charleston County School District 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) [X] EXEMPT from the deed recording fee because (See Information section of affidavit): (#12-Quit Claim Deed)
       (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.
   (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.

Sworn to before me this ________ day of ________________, __________.

__________ (L.S.)
Notary Public for South Carolina
My Commission Expires: __________

The City of Charleston, a South Carolina municipal corporation

By: ________________
It: ________________
**COMMITTEE ON REAL ESTATE**

**GENERAL FORM**

**TO:** Committee on Real Estate  
**DATE:** March 14, 2022

**FROM:** Julia Copeland  
**DEPT:** Legal

**ADDRESS:** N/A

**TMS:** N/A

**PROPERTY OWNER:** Charleston Water System

"Ordinance to authorize Mayor to execute on behalf of the City an amended and restated lease between the City of Charleston and Charleston Water System regarding the use of the recreational greenway."

**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>
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<tbody>
<tr>
<td>Legal Department</td>
<td>[Signature]</td>
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<tr>
<td>Chief Financial Officer</td>
<td>[Signature]</td>
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<tr>
<td>Director Real Estate Management</td>
<td>[Signature]</td>
<td>[ ]</td>
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</tbody>
</table>

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

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

*If approved, provide the following: Dept/Div. Acct:

Balance in Account _______________ Amount needed for this item _______________

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

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY AN AMENDED AND RESTATED LEASE BETWEEN THE CITY OF CHARLESTON AND CHARLESTON WATER SYSTEM REGARDING THE USE OF THE RECREATIONAL GREENWAY.

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City an amended and restated lease between the City of Charleston and Charleston Water System attached hereto as Exhibit 1.

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

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

By: __________________________
John J. Tecklenburg, Mayor

ATTEST: By: __________________________
Jennifer Cook
Clerk of Council
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )  AMENDED AND RESTATED LEASE

(Croghan Greenway)

THIS AMENDED AND RESTATED LEASE (this “Lease”) is entered into this ___ day of ________________, 2021, between the Commissioners of Public Works of the City of Charleston d/b/a Charleston Water System, as lessor (“CWS”), and the City of Charleston, South Carolina, as lessee (the “City”). CWS and the City may be individually referred to herein as a “Party” or jointly as the “Parties.”

WHEREAS, CWS acquired the land described on Exhibit A attached hereto (the “Property”), from Seaboard System Railroad, Inc., on July 9th, 1985, for the purposes of establishing a corridor for CWS utilities (the “Utility Corridor”); and

WHEREAS, the City and CWS entered into that certain Lease dated July 31, 1991, as amended by that certain Lease Amendment dated October 23, 2007, wherein CWS leased to the City the Property, for the purposes of establishing a passive recreational greenway thereon, with specific use stipulations, and a current term expiring October 23, 2035; and

WHEREAS, the City has requested from time to time additional uses for such Property; and

WHEREAS, CWS has agreed to certain specific uses and has agreed to extend the lease term, subject to the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of the sum of $1.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and CWS hereby agree as follows:

1. **Property: Title.** CWS does hereby lease unto the City, and the City hereby leases from CWS, the Property, subject to the terms and conditions set forth herein. CWS represents that it owns the Property in fee simple, subject to encumbrances of record.

2. **Term.** The term of this Lease shall commence on the date of the execution of this Lease and shall terminate on December 31, 2040.

3. **Rent.** The City shall pay CWS the sum of $1.00 per year throughout the term of this Lease. The City shall also be solely responsible for the maintenance and upkeep of the Property, including all physical improvements thereto, as may be made by or at the request of the City, pursuant to the terms of this Lease (collectively, the “City Improvements”).

4. **Permitted Uses.** The City may utilize and occupy the Property for the sole purpose of maintaining a passive, recreational greenway thereon, provided such use does not conflict with the Utility Corridor. The following uses and City Improvements are permitted on the Property in the locations shown on the drawing attached hereto as Exhibit B (the “Plans”), subject to the restrictions on use set forth herein (collectively, the “Permitted Uses”):
a. The existing landscaping and replacement thereof, as may be necessary from time to time for upkeep and maintenance, subject to the restrictions set forth in 5.j;

b. The existing pedestrian and bicycle path, inclusive of bridges, as shown on the Plans, and any improvement or replacement thereof, as may be necessary from time to time for upkeep and maintenance, subject to the restrictions set forth in 5.d;

c. The existing seating, and any replacement thereof, as may be necessary from time to time for upkeep and maintenance, as shown on the Plans, subject to the restrictions set forth in 5.e;

d. The existing exercise equipment area, as shown on the Plans, subject to the restrictions set forth in 5.f;

e. A community garden may be located in the area shown on the Plans, subject to the restrictions set forth in 5.h;

f. Drinking fountains, as shown on the Plans, subject to the restrictions set forth in 5.i; and

g. Bollards and/or gates at street crossings, as shown on the Plans, and any replacement thereof, as may be necessary from time to time for upkeep and maintenance, subject to the restrictions set forth in 5.j;

h. Limited guard rails at street crossings and along certain areas of the paved pathways to the extent necessary to prevent unauthorized vehicular access and to provide public safety where a physical hazard exists along the pathway route and subject to the restrictions set forth in 5.j;

i. Limited signage, as may be necessary for public safety informational purposes only, subject to the restrictions set forth in 5.i;

j. Trash receptacles, subject to the restrictions set forth in 5.k; and

k. Bicycle racks, subject to the restrictions set forth in 5.f.

No other use of the Property shall be permitted.

5. Restrictions on Use. All Permitted Uses installed by the City or at its direction are subject to the following restrictions:

a. No City Improvements shall involve equipment, fixtures or devices of any sort for which the anchorage or foundation penetrate the ground surface more than 6-inches, except for sign posts, guard rail posts, bollards or gate posts at street crossings, and the two existing water fountains, as approved by CWS. All City Improvements must be movable or easily removed. No permanent structures are permitted on the Property, except for the following:
i. bridges for the pedestrian and bicycle path;
ii. Wayfinding signage; and
iii. any structures necessary for the operation of a community garden, including but
not limited to storage facility measuring no larger 8′x10′, fencing, water
sources and shade structure, upon CWS approval, which will not be
unreasonably withheld.

b. No fencing is permitted in any area of the Property.

c. No City Improvements shall impede storm water drainage on the Property.

d. Pedestrian and bicycle paths may only be constructed of asphalt pavement or
compacted pervious sand or gravel type materials. Plans and materials of bridges for
the pedestrian and bicycle path must be reviewed and approved by CWS.

e. Seating improvements shall be small enough to be easily movable manually or with a
backhoe. Seating design shall be such that the foundation and anchorage, if required,
shall be the minimum area needed for adequate support and not more than 6-inches
deep.

f. Bicycle racks shall be small enough to be easily movable manually or with a backhoe.
Bicycle rack design shall be such that the foundation and anchorage, if required, shall
be the minimum area needed for adequate support and not more than 6-inches deep.

g. The existing exercise equipment area must be maintained in a good and safe manner,
but in the event of a loss, the exercise equipment may not be replaced or the area
restored. In such case, all equipment shall be removed and the area restored with grass
at the sole cost and expense of the City. No other exercise equipment is permitted on
the Property. No “playground” equipment designed specifically for children is
permitted on the Property.

h. Any community garden feature shall be installed above the natural ground, each within
a treated timber perimeter of up to 100 square feet, and 10-inches deep filled with soil
suitable for gardening. City may erect structures for this permitted use as described in
5(a)(iii). Each such feature shall be easily disassembled or movable manually or with
a backhoe. Such use must comply at all times with all applicable laws, rules, and
regulations, including, without limitation, all environmental, health and safety laws,
rules and regulations.

i. Any drinking fountain shall be served by a CWS water service purchased by the City
at the published CWS fees at the time a request for such improvement on the Property
is made. Drinking fountain installations shall be compliant with SCDHEC
requirements. Such use must comply at all times with all other applicable laws, rules,
and regulations, and all CWS policies. Drinking fountains shall be anchored on a
concrete slab of the minimum area needed for adequate support and not more than 6-
inches deep.
j. Bollards and/or gates shall be installed such that authorized vehicular access is permitted. Bollards shall be installed in a buried sleeve to facilitate manual removal. Gates shall be lockable and locking mechanism shall accommodate multiple locks for each entity authorized for access. Only treated wood or aluminum shall be used for any permitted guardrails. Buried utility locates shall be performed prior to installation of any bollards, guard rails, gates, signs or other anchored improvements requiring excavation of more than 6-inches.

k. Trash receptacles shall be clean, rodent and pest-resistant, and where anchored, subject to the requirements herein. Trash receptacle design shall be such that the foundation and anchorage, if required, shall be the minimum area needed for adequate support and not more than 6-inches deep.

l. Landscaping shall be limited to grassing and ornamental shrubbery and trees, such as crepe myrtles or wax myrtles, that do not have an invasive root system that may become problematic as they mature. No shade tree species, hedges or vegetative screens are permitted, and no landscaping berms or fill material that would change the existing contours of the land are permitted.

m. No City Improvement shall adversely affect the Utility Corridor or CWS’s use of or rights or access to the Utility Corridor.

n. Any Permitted Use installed in the future, and the proposed location thereof, shall be subject to the review and approval by CWS of plans and specifications prepared by the City for such intended Permitted Use.

o. No City Improvement shall be installed or placed on or within the 20’ Power Line Right of Way, as defined in that certain Transmission Line Encroachment Agreement dated June 30, 2020, between CWS and Dominion Energy South Carolina, Inc. (“DESC”), as approved by the City, without the prior written consent of CWS and DESC.

6. **Property Condition.** With the exception of the encroachment of existing utilities, the City accepts the Property in its “AS IS,” “WHERE IS” condition. In the event that additional encroachments are discovered during the term of this Lease, the Parties agree to work with each other in having the same removed to the extent reasonably feasible.

7. **Improvements and Alterations.**

a. Any and all physical improvements and alterations to the Property and City Improvements made by or at the direction of the City shall be completed in a good and workmanlike manner, free and clear of all liens, encumbrances, defects and deficiencies, and shall comply at all times with all CWS requirements and applicable laws, codes, rules and regulations, including the Americans With Disabilities Act, and shall be constructed in accordance with recognized and accepted engineering principles.
b. Any physical improvement or alteration to the Property or City Improvements shall not interfere with any personal property or facilities of CWS that may lie on, under, or over the Property.

c. The City shall obtain all certificates, permits, licenses, and other applicable authorizations of governmental bodies or authorities which are necessary to permit the construction and installation of any physical improvements and alterations to the Property and City Improvements and shall keep the same in full force and effect at the City’s sole cost and expense at all applicable times.

d. CWS shall be under no duty to supervise, investigate, or verify the City’s compliance with this Section.

e. At the expiration or earlier termination of this Lease, the City shall promptly remove all City Improvements. Any City Improvements remaining on the Property after the expiration of this Lease may be removed by CWS by any means necessary, and CWS shall not be responsible for the cost of such removal or for any payment to the City for its disposal.

8. **Maintenance.** The City, at its sole cost and expense, shall keep and maintain the Property and all improvements thereon in a safe manner and in good order and condition, free of all debris and trash. Any and all repairs to the Property or City-installed improvements thereon shall be timely made by the City, in a good and workmanlike manner and in compliance with Section 7 above. Such maintenance obligations shall include mowing, seeding, planting and removing trees on the Property and shall include the upkeep and repair of the City Improvements, subject to the terms of this Lease.

9. **Insurance.** The City, at its sole cost and expense, shall carry and keep in force and effect during the term of this Lease not less than Two Million Dollars ($2,000,000.00) of commercial general liability insurance for the Property, naming CWS as an additional insured against all liability for any property damage or bodily injury to any person based on or arising out of or in connection with use and occupancy of the Property by the City or any of its agents, employees, licensees, guests or invitees. The commercial general liability insurance maintained by the City shall also cover any property damage to the personal property and facilities of CWS.

10. **Eminent Domain.** If the whole or any part of the Property is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Lease shall cease from the time when possession of the whole or part is taken by such public authority. Such termination shall be without prejudice to the rights of either the City or CWS to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the City nor CWS shall have any rights in or to any award made to the other by the condemning authority.

11. **Liability.**

   a. The City shall be liable to CWS for any damage to the Property or any other real or personal property or facilities of CWS arising out of or incurred in connection with the
City’s use and occupancy of the Property or caused by the negligence or willful or intentional misconduct of its agents, employees, licensees, guests or invitees.

b. The City shall be liable for any claim, loss, cost, and expense arising out of any death or personal injury to persons or damage to the Property (i) occurring in, on, or about the Property, (ii) caused by the negligence or willful misconduct of the City or any of its agents, employees, licensees, guests, or invitees, or (iii) resulting from the failure of the City to perform or observe any of the covenants, terms and conditions of this Lease to be performed or observed by the City.

c. CWS shall not be liable to the City or any of its agents, employees, licensees, guests or invitees for any damage or injury to persons or property on the Property, unless such damage or injury is caused by or arises from the errors, omissions, or negligence of CWS, or any of its agents, employees, or contractors.

12. **Access; Closure.** CWS retains all rights to access all or any part of the Property, without notice to, or permit of, the City, during the term of this Lease for the purpose of maintaining, repairing, using or constructing any of its facilities or new facilities that may lie on, under or over the Property. In such cases, CWS retains all rights to close off public access to all or any part of the Property, including the City Improvements, without notice to, or permission of, the City, except in cases where the duration of the closure is expected to be greater than 30 days, in which case CWS shall provide the City with 30 days’ notice of the planned closure, except in the case of an emergency as determined by CWS.

13. **Restoration.** In the event CWS accesses the Property for the purposes stated in Section 12, and disturbance of the Property or removal of City Improvements is required to perform work or gain access to the Property for any such purposes, then CWS agrees that it shall, or it shall require its contractor to, restore the Property to a good condition by doing the following, to the extent applicable under the circumstances:

   a. Reseed grass areas and reseed landscaped areas with grass (no other landscaping or plantings shall be performed);

   b. Properly reset or reinstall permitted moveable City Improvements, including, but not limited to sign posts and bollards related to access control, trash receptacles and benches, that were moved during the work; and

   c. Repave any paved areas damaged during any construction by CWS with asphalt pavement or compacted pervious sand or gravel type materials, as appropriate.

14. **Default.** Either Party shall be in breach of this Lease for failure to comply with any covenant, term, or condition of this Lease. Upon any such breach or default under this Lease, either Party may terminate this Lease immediately by giving the other written notice of such default.

15. **Governing Law.** This Lease shall be governed by the laws of the State of South Carolina.
16. **Authority.** Each Party represents to the other Party that it has the full right, power and authority to enter into this Lease for the term herein granted.

17. **Severability.** If a court of competent jurisdiction determines any provision(s) of this Lease to be illegal, invalid or unenforceable, then this Lease shall be construed so that the remaining provisions shall not be affected but shall remain in full force and effect, and any such illegal, invalid or unenforceable provision(s) shall be deemed, without further action on the part of any person, to be modified, amended and/or limited to the extent necessary to render the same valid and enforceable in such jurisdiction.

18. **Entire Agreement.** This Lease constitutes the entire agreement between the City and CWS as to the subject matter hereof, superseding all prior oral or written agreements, understandings, or negotiations concerning the Property and the permitted use stated herein. This Lease shall inure to the benefit of and shall be binding in accordance with its terms upon the Parties and their respective successors and assigns.

19. **Amendment.** This Lease may only be altered or amended in writing and signed by duly authorized representatives of the Parties.

20. **Assignment.** The City may not sublet or assign this Lease, or any interest in this Lease, to any other party without first obtaining express written consent from CWS. Nothing in this Lease, express or implied, is intended to or shall confer upon any person, other than the Parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Lease.

21. **Surrender.** The City shall, on the last day of the lease term hereof or upon any earlier termination permitted under this Lease, peaceably surrender the Property into the possession of CWS without delay and in good order, condition, and repair.

22. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally blank]
IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Lease under seal as of the date first set forth above.

WITNESSES:  

_________________________  
_________________________  

STATE OF SOUTH CAROLINA  )  
)  
COUNTY OF CHARLESTON  )  

CITY OF CHARLESTON, SOUTH CAROLINA  

By: ______________________ (SEAL)  
Its: ______________________  

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of ________, 2021 by ______________________, ______________________, of the City of Charleston, South Carolina, a municipal corporation and body politic, on behalf of the municipal corporation and body politic.

Print Name: ______________________  
Notary Public, State of South Carolina  
My commission expires: ______________  

COMMISSIONERS OF PUBLIC WORKS  
OF THE CITY OF CHARLESTON  

By: ______________________ (SEAL)  
Its: ______________________  

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of ________, 2020 by ______________________, ______________________, of the Commissioners of Public Works of the City of Charleston, South Carolina, d/b/a Charleston Water System, a public utility, on behalf of the public utility.

Print Name: ______________________  
Notary Public, State of South Carolina  
My commission expires: ______________
EXHIBIT A
(Attach Legal Description)

That portion of the abandoned Croghan Branch right of way between Johns Island and Croghan, varying in width, situated, lying and being in Charleston County, South Carolina, more particularly described as follows:

Commence at a point in the center line of S 10-20, said point located 739.90 feet north of the center line of Bayou Road, as measured along the center line of S 10-20; thence N 71°31'49" E along the center line of Grantor’s abandoned right of way extended, to a point in Grantor’s main track 200-foot wide right of way line, said point located on a curve and Grantor’s southerly right of way line; thence along said curve having a radius of 5,829.58 feet, a central angle of 03°07'14", a chord of 317.45 feet, and a chord bearing of S 62°27'35" W to an arc distance of 317.49 feet to the point of beginning, said point located on a curve to the left and Grantor’s southerly right of way line; thence along said curve having a radius of 5,829.58 feet, a central angle of 05°30'58", a chord distance of 561.02 feet, and a chord bearing of N 61°15'43" E through an arc distance of 561.24 feet to a point of tangency; thence N 71°31'49" E a distance of 659.60 feet to an iron pin set; thence N 04°24'12" E a distance of 28.65 feet to an iron pin found; thence N 71°34'51" E a distance of 1539.47 feet to an iron pin set, said point being the beginning of a curve to the right; thence along said curve having a radius of 11,535.46 feet, a central angle of 29°45'01", a chord distance of 5,922.60 feet, and a chord bearing of N 86°24'16" E through an arc distance of 5,989.67 feet to a point of tangency; thence S 78°43'13" E a distance of 2,757.89 feet to an iron pin found; thence S 00°49'47" W a distance of 25.42 feet to an iron pin set; thence S 78°43'13" E a distance of 4,996.83 feet to an iron pin set; thence S 78°45'32" E a distance of 4,195.27 feet to an iron pin set in the westerly edge of pavement of Parkdale Drive (50-foot right of way); thence S 78°43'37" E a distance of 488.24 feet to an iron pin set; thence N 50°39'46" W a distance of 106.28 feet to an iron pin set; thence S 78°43'37" E a distance of 2,146.22 feet to an iron pin set; thence S 78°42'40" E a distance of 371.01 feet to an iron pin set; thence S 22°10'09" E a distance of 59.93 feet to an iron pin set; thence S 78°42'40" E a distance of 4,147.74 feet to an iron pin set in the east right of way line of Wappoo Road (a 50-foot wide right of way); thence S 06°20'27" E along said east right of way line a distance of 20.99 feet to an iron pin set; thence S 78°42'40" E a distance of 8,936.40 feet to an iron pin set; thence N 16°26'20" E a distance of 70.28 feet to an iron pin set; thence S 78°42'40" E a distance of 1,042.16 feet to an iron pin set in the east right of way line of Coburg Road (a 60-foot wide right of way); thence S 05°40'10" E along said east right of way line a distance of 31.36 feet to an iron pin set; thence S 78°42'40" E a distance of 125.72 feet to an iron pin set in the west right of way line of Timmerman Drive (a 60-foot wide right of way); thence N 05°40'10" W along said west right of way line a distance of 31.36 feet to an iron pin set; thence S 78°42'40" E a distance of 1,893.33 feet to an iron pin set; thence S 78°41'13" E a distance of 259.08 feet to an iron pin set; thence S 50°35'43" W a distance of 90.44 feet to an iron pin set; thence S 78°41'13" E a distance of 2,396.40 feet to an iron pin set in the westerly edge of pavement of Wesley Drive (right of way varies); thence S 78°43'07" E a distance of 764.19 feet to the beginning of a curve to the left, said point situated on the east edge of pavement of Fenwick Drive (a 50-foot wide right of way); thence along said curve having a radius of 2,834.80 feet, a central angle of 17°12'11", a chord distance of 847.95 feet, and a chord bearing of S 87°19'12" E through an arc distance of 851.15 feet to an iron pin set in the west right of way line of Albemarle Point Road (a 50-foot wide right of way); thence along said west right of way line S 29°24'37" E a distance of 42.26 feet to the beginning of a curve to the left; thence along said curve and right of way, having a radius of 669.75
feet, a central angle of 08°45'33", a chord distance of 102.29 feet, and a chord bearing of S 33°38'21" E through an arc distance of 102.39 feet to an iron pin set, said point located on a curve to the right; thence along said curve having a radius of 2,964.79 feet, a central angle of 08°50'08", a chord distance of 456.74 feet, and a chord bearing of S 87°15'05" W through an arc distance of 457.19 feet to an iron pin found and a point of tangency; thence N 33°18'12" W a distance of 85.94 feet to an iron pin set, said point located on a curve to the right; thence along said curve, having a radius of 2,894.79 feet, a central angle of 08°38'15", a chord distance of 435.99 feet, and a chord bearing of N 83°02'14" W through an arc distance of 436.40 feet to an iron pin set and a point of tangency; thence N 78°43'06" W a distance of 764.21 feet to an iron pin set; thence N 78°41'13" W a distance of 2,445.50 feet town iron pin set; thence S 50°35'43" W a distance of 90.44 feet to an iron pin set; thence N 78°41'13" W a distance of 95.44 feet to an iron pin set; thence N 78°42'40" W a distance of 3,075.75 feet to an iron pin set; thence N 14°28'40" E a distance of 70.11 feet to an iron pin set; thence N 78°42'40" W a distance of 8,912.95 feet to an iron pin set in the east right of way line of Wappoo Road (a 50-foot wide right of way); thence S 06°20'27" E along said east right of way line a distance of 20.99 feet to an iron pin set; thence N 78°42'40" W a distance of 4,113.44 feet to an iron pin found; thence S 22°10'09" E a distance of 59.93 feet to an iron pin set; thence N 78°42'40" W a distance of 503.15 feet to an iron pin set; thence N 78°43'37" W a distance of 1,828.67 feet to an iron pin set; thence N 47°58'37" W a distance of 97.80 feet to an iron pin set; thence N 78°43'37" W a distance of 627.91 feet to an iron pin set; thence N 78°45'33" W a distance of 4,195.27 feet to an iron pin set; thence N 78°43'13" W a distance of 4,978.42 feet to an iron pin set; thence S 00°49'47" W a distance of 25.42 feet to an iron pin set; thence N 78°43'13" W a distance of 2,785.55 feet to the beginning of a curve to the left; thence along said curve having a radius of 11,385.46 feet, a central angle of 29°45'01", a chord distance of 5,845.59 feet, and a chord bearing of S 86°24'16" W through an arc distance of 5,911.77 feet to a point of tangency; thence S 71°30'27" W a distance of 1,597.61 feet to an iron pin found; thence N 00°24'21" E a distance of 27.05 feet to an iron pin set; thence S 71°31'49" W a distance of 1,173.38 feet to the point of beginning; containing 113.93 acres, more or less.

**EXHIBIT B**

(Attach Drawing Depicting Location of Current and Future/Pending Improvements)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 820 EAST ESTATES BOULEVARD (0.26 ACRE) (TMS# 310-02-00-152), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 7. THE PROPERTY IS OWNED BY LEROY E. WARING, SR. AND SHELIA W. WARING.

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 7 of the City of Charleston, to wit:

   SAID PROPERTY to be annexed, 820 East Estates Boulevard, (0.26 acre) is identified by the Charleston County Assessors Office as TMS# 310-02-00-152, (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: 820 East Estates Boulevard
Owner Names: Loroy E. Waring, Sr. and Sheila W. Waring
Parcel ID: 3100200152

Mailing Address: 820 E. Estates Blvd
City Area: West Ashley
Subdivision: Long Branch
Council District: 7
Within UGB: Yes

Presented to Council: 6/21/2022
Status: Received Signed Petition
Year Built: 1984
Number of Units: 1
Number of Persons: 2
Race: African-American
Acreage: 0.26
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $275,000.00
Assessed Value: $11,330.00
Stormwater Fees: 120.00

<table>
<thead>
<tr>
<th>Service</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>Located in existing service area - Team 4</td>
</tr>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 11</td>
</tr>
<tr>
<td>Public Service</td>
<td></td>
</tr>
<tr>
<td>Sanitation</td>
<td>Located in existing service area. One additional stop.</td>
</tr>
<tr>
<td>Storm Water</td>
<td>Contiguous to existing service area.</td>
</tr>
<tr>
<td>Streets and Sidewalks</td>
<td>No additional City-maintained right-of-way</td>
</tr>
<tr>
<td>Traffic and Transportation</td>
<td></td>
</tr>
<tr>
<td>Signalization</td>
<td>None</td>
</tr>
<tr>
<td>Signage</td>
<td>None</td>
</tr>
<tr>
<td>Pavement Markings</td>
<td>None</td>
</tr>
<tr>
<td>Charleston Water System</td>
<td>CWS service area.</td>
</tr>
<tr>
<td>Planning</td>
<td></td>
</tr>
<tr>
<td>Urban Growth Line</td>
<td>Property is a developed site within the line.</td>
</tr>
<tr>
<td>City Plan</td>
<td>Development and zoning are consistent with the City Plan.</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>10-12 ft</td>
</tr>
<tr>
<td>Parks</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: West Ashley

Property Address: 820 East Estates Blvd

Tax Map # (TMS): 310-02-00-152

Area (Acres): approx 0.26

Council District: 7

Legend:
- Annexation Area
- Parcels
- Water
- Charleston City Limits
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 0.26 acre) to be annexed
is identified by the Charleston County Assessors Office as Property Identification Number:
TMS# : 310-02-00-152 (Address: 820 East Estates Boulevard).

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.

Dated this 1st day of
June, 2022

FREEHOLDERS (OWNERS) SIGNED

Leroy E. Waring
(Signature)

Leroy E. Waring, Sr.
(Print Name)

(Signature)

Scliha W. Waring
(Print Name)

DATE OF SIGNATURE

June 6, 2022
(Date)

June 6, 2022
(Date)