



JOHN J. TECKLENBURG  
MAYOR

*City of Charleston*  
*South Carolina*  
*Clerk of Council Department*

VANESSA TURNER MAYBANK  
CLERK OF COUNCIL

**NOTICE OF MEETING**

A meeting of the Committee on Real Estate will be held beginning at 3:00 p.m. Monday, July 13, 2020, **Conference Call: 1-929-205-6099; Access Code: 835 678 884**. The agenda will be as follows:

**AGENDA**

Invocation – Chairman Shahid

**Approval of Minutes:**

June 22, 2020

- a. Request approval of a Parking Agreement with Anson House Condominium Association for continued lease of ten (10) parking spaces in the Maritime Center Parking Lot per year-to-year lease with the condition of relocation upon termination at current lot. (10 Wharfside Street; TMS: 459-00-00-170)
- b. At the request of the Washington Light Infantry and Sumter Guards Board of Officers (the "WLI"), request authorization for the Mayor to execute a quitclaim deed and other necessary documents to quitclaim the portion of Marion Square on which the Calhoun monument formerly stood to WLI. The City does not own this portion of Marion Square. The quitclaim deed is being executed to help clarify WLI's title to the subject property. (Ordinance)

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](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

a.

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: JOHN J. TECKLENBURG      DATE: July 14, 2020

FROM: Leigh Bailey      DEPT: BFRC

ADDRESS: 10 Wharfside Street

TMS: 459-00-00-170

ACTION REQUEST: Request approval of Parking Agreement with Anson House Condominium Association for continued lease of ten (10) parking spaces in Maritime Center Parking Lot per year-to-year lease w/ condition of relocation upon termination at current lot.

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

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	_____	<input type="checkbox"/>
Chief Financial Officer	_____	<input type="checkbox"/>
Director Real Estate Management	_____	<input checked="" type="checkbox"/>
_____	_____	<input type="checkbox"/>

**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).

\* Previously approved funding from County Greenbelt Grant Program on June 3, 2008

\*Commercial Property and Community & Housing Development have an additional form.

**COMMERCIAL REAL ESTATE FORM**

TO: Real Estate Committee      DATE: July 14, 2020

FROM: Real Estate      DEPT: BFRC

ADDRESS: 10 Wharfside Street

TMS: 459-00-00-170

PROPERTY OWNER: City of Charleston

**ACTION REQUEST:**      Request approval of Parking Agreement with Anson House Condominium Association for continued lease of ten (10) parking spaces in Maritime Center Parking Lot per year-to-year lease w/ condition of relocation upon termination at current lot.

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

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

**ACQUISITION**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

**DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

**FORECLOSURE**  
Terms: \_\_\_\_\_

**PURCHASE**  
Terms: \_\_\_\_\_

**CONDEMNATION**  
Terms: \_\_\_\_\_

**OTHER**  
Terms: \_\_\_\_\_

**SALE**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

**NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

**OTHER**  
Terms: \_\_\_\_\_

**EASEMENT**      Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

**COMMERCIAL REAL ESTATE FORM**

PERMANENT \_\_\_\_\_  
Terms: \_\_\_\_\_

TEMPORARY \_\_\_\_\_  
Terms: \_\_\_\_\_

\_\_\_\_\_  
**Lessee:** The Lodge Alley Inn  
Condominium Assoc.,  
Inc., d/b/a The Lodge  
Alley Inn

**LEASE**      **Lessor:** City of Charleston

INITIAL  
Terms: Agreement for use of City's automated valet parking system is 5 years.

RENEWAL  
Automatic annual renewals, with condition of relocation if terminated at  
Terms: current lot.

AMENDMENT  
Terms: \_\_\_\_\_

Improvement of Property

Owner: \_\_\_\_\_  
Terms: \_\_\_\_\_

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**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes  No  N/A

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

Director Real Estate Management

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

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

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF CHARLESTON            )        PARKING AGREEMENT

THIS AGREEMENT entered this 19th day of June, 2020 between the *City of Charleston*, South Carolina, a municipal corporation (the "City") and the *Anson House Condominium Association*, (the "Tenant").

WHEREAS, the City is the owner of the Charleston Maritime Center Parking Lot ("Parking Lot") located at 10 Wharfside Street in the City of Charleston, South Carolina; and

WHEREAS, Tenant desires to continue to lease ten (10) reserved/designated spaces in the Parking Lot to provide parking for its members;

WHEREAS, Tenant desires to enter into this Parking Agreement with the City for the purpose of memorializing the understandings, terms, and conditions of its lease of ten (10) reserved/designated spaces from the City, notwithstanding any separate and unrelated private obligation Tenant may have to its members pursuant to its own recorded covenants; henceforth there are no outstanding claims for parking rights other than those represented by this Parking Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, it is agreed as follows:

The City hereby agrees to lease to Tenant ten (10) reserved parking spaces, the ("Parking Spaces") in the Parking Lot, in exact locations agreed upon mutually by each of the City and the Tenant, to be specifically designated by the Tenant with signage, and further upon the following terms and conditions:

1. Commencement: This Parking Agreement shall commence upon the latter date of execution by both Parties.
2. Term: The initial term of this Parking Agreement shall be for a period of one (1) year. This Agreement shall thereafter automatically renew annually for single one (1) year terms, subject to the same terms and conditions, unless the City gives Tenant thirty (30) days written notice of its intent to not renew for any subsequent one (1) year term. The term of this agreement shall be on a year-to-year basis, *subject however to the terms and conditions of Paragraphs 5 and 6 below.*
3. Rate: Tenant will lease ten (10) unreserved parking spaces for its members at the City's current monthly parking rate per parking space. The

monthly parking rate may be increased periodically, by the Charleston City Council in its discretion, with a 30-day written notice to Tenant. In the event Tenant desires to remove any lesser number of parking spaces from the terms of this lease for any reason, hence discontinuing use of any spaces leased under this agreement, this Parking Agreement shall be amended such that all references to the lesser number of spaces leased shall be reduced accordingly. Tenant acknowledges that any subsequent requests to re-lease parking spaces thereafter, will be considered a new request for spaces and will be handled in accordance with the City's priority waiting list for the relevant parking facility.

4. Tenant agrees to pay monthly in advance to the City the current parking rate for the ten (10) reserved/designated parking spaces being used by Tenant under this Agreement. Tenant shall be notified in writing of any increases in the current parking rate, and the adjusted rate shall become effective on the first day of the first month following the notice. Payment shall be made to the City's garage management company of record, presently ABM Parking Services, on or before the first day of each month. Notwithstanding any other provision of this Agreement, the City shall have the right to terminate this Agreement at its discretion if, after providing Tenant with a ten (10) day written notice of Tenant's failure to remit payments as agreed upon under the provisions of this paragraph, Tenant fails to cure such default within the notice period.
5. Each party shall bear its own costs that may be associated with terminating this Agreement, provided the City shall be entitled to recover its costs of collecting unpaid rents, including attorney's fees and costs associated with such action.
6. In the event the City gives thirty (30) days written notice of its intent to not renew for any subsequent one (1) year term to Tenant, and the Tenant is not in default of any term or provision of this Agreement, then and in that event the City covenants and agrees to provide Tenant with the lease of the same number of parking spaces leased at time of termination in another City parking facility as close as possible to the existing Parking Lot. The initial lease term for spaces in the succeeding parking facility shall be one (1) year and subject to the monthly parking rate and any parking rules in effect for the succeeding parking facility. Upon expiration of the single one (1) year term in a succeeding parking facility, Tenant may continue leasing its then same number of spaces on a month-to-month basis in accordance with the City's standard Parking Agreement for the facility.
7. Tenant shall not be able to assign its rights under this Agreement. Tenant fully acknowledges that the ten (10) reserved/designated parking spaces are solely for the use of Tenant's members, guests, and invitees and may not be sub-leased.

8. By execution of this Agreement, Tenant agrees to indemnify, defend, and hold the City harmless from and against all claims for damages for bodily injury, including death, at any time resulting thereof, and for damage to property, including damage resulting to any Tenant or Tenant's building occupant(s) vehicle, vehicle content, or other property arising out the use of the Parking Garage by Tenant or Tenant's employees. City shall keep in force at its expense, as long as this Agreement remains in effect, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the City) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons, because of all property damage sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations:
  - a. A limit of Three Hundred Thousand and No/100 (\$300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage; and
  - b. A total sum not to exceed Six Hundred Thousand (\$600,000.00) Dollars as the result of any one occurrence, accident or disaster.

Tenant shall at all times during lease duration, provide the City with a certificate of insurance in above coverages and naming City as an additional insured.

9. This Lease Agreement shall be controlled by the laws of the State of South Carolina, and the Circuit Court for the Ninth Judicial Circuit, State of South Carolina, shall have jurisdiction over any disputes arising hereunder.
10. Tenant agrees to abide by any monthly parking rules & regulations administered by ABM Parking Services for the Parking Lot or succeeding parking facility.
11. This Agreement represents the only and entire agreement between the parties for parking spaces at the Parking Lot and supersedes, replaces and voids any and all prior understandings, agreements or representations, whether written or oral, relating to any parking spaces at the Parking Lot and is binding on the parties hereto and their successors and assigns. Furthermore, the parties agree that no modification, amendment, or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all of the parties hereto.

12. Any notice to be given to the parties hereto shall be made by certified mail, return receipt requested with proper postage affixed thereon, addressed to such party at the addresses below or to such address as the party may later notify the other party:

FOR THE CITY:

City of Charleston  
Real Estate Management  
PO Box 304  
Charleston, SC 29402

City of Charleston  
Legal Department  
50 Broad Street  
Charleston, SC 29401

FOR TENANT:

Anson House Condominium Association  
c/o Andy Howell, President  
2 Laurens Street  
Charleston, SC 29401

ABM PARKING SERVICES:

401-C King Street  
Charleston, SC 29403  
843-805-3232

IN WITNESS WHEREOF, both parties have caused this Agreement to be duly executed and delivered as of the date first above written.

WITNESSES:

CITY OF CHARLESTON

Signature: \_\_\_\_\_

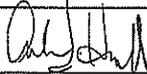
\_\_\_\_\_  
Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES:

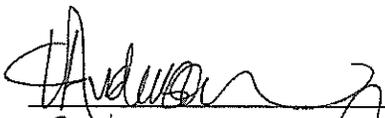
Tenant **Anson House Condominium Association**

Signature:  \_\_\_\_\_

Name Printed: **Andrew L. Howell**

Title: **President**

Date: **June 19, 2020**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

**TO:** REAL ESTATE COMMITTEE                      **DATE:** July 13, 2020  
**FROM:** Chip McQueeney                              **DEPT:** LEGAL  
**ADDRESS:** Portion of Marion Square  
**TMS:** Portion of Charleston County TMS No. 460-16-04-005

**Action Request:**

Request authorization for the Mayor to execute a deed and any other necessary documents, approved as to form by the Office of Corporation Counsel, quit-claiming to the Washington Light Infantry and Sumter Guards Board of Officers the City of Charleston's right, title, and interest, if any, to that certain portion of Marion Square, bring thirty-six feet (36') square, lying within the center of the former drive from Calhoun Street to the great gate of the Old Citadel and 110 feet from the inside curbing of the pavement of Calhoun Street, as such inside curbing existed on September 16, 1885, and subject to certain exceptions and other matters to be approved by the Office of Corporation Counsel.

**ORDINANCE:**      Is an ordinance required?      Yes.

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

	<u>Signature</u>	<u>Attachments</u>
<b>Department Head</b>	_____	X
<b>Legal Department</b>	_____	X
<b>Chief Financial Officer</b>	_____	X
<b>Director of Real Estate Management</b>	_____	X
<b>Other</b>	_____	

**FUNDING:**    Was funding needed?      No.  
If yes, was funding previously approved?    N/A  
If approved, provide the following:    **Dept/Div.** N/A      **Acct:** N/A  
Balance in Account    N/A                      Amount needed for this item    N/A

**NEED:**      Identify any critical time constraint(s). N/A

**COMMERCIAL REAL ESTATE FORM**

TO: Real Estate Committee                      DATE: July 13, 2020  
FROM: Chip McQueeney                      DEPT: Legal  
ADDRESS: A portion of Marion Square  
TMS: A portion of Charleston County TMS No. 460-16-04-005

**ACTION REQUEST:**

Request authorization for the Mayor to execute a deed and any other necessary documents, approved as to form by the Office of Corporation Counsel, quit-claiming to the Washington Light Infantry and Sumter Guards Board of Officers the City of Charleston's right, title, and interest, if any, to that certain portion of Marion Square, bring thirty-six feet (36') square, lying within the center of the former drive from Calhoun Street to the great gate of the Old Citadel and 110 feet from the inside curbing of the pavement of Calhoun Street, as such inside curbing existed on September 16, 1885, and subject to certain exceptions and other matters to be approved by the Office of Corporation Counsel.

**ORDINANCE:**      Is an ordinance required?      Yes.

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

Quitclaim of property to Washington Light Infantry and Sumter Guards Board of Officers, a South Carolina nonprofit corporation

**BACKGROUND CHECK:** If Property Action Request is for sale or lease of city property, has a background check been completed? N/A

**Results:** N/A

**Signature:** \_\_\_\_\_  
Director, Real Estate Management

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

**NEED:**      Identify any critical time constraint(s). N/A



Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

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 THE WASHINGTON LIGHT INFANTRY AND SUMTER GUARDS BOARD OF OFFICERS THE CITY OF CHARLESTON'S RIGHT, TITLE AND INTEREST, IF ANY, TO THAT CERTAIN PORTION OF MARION SQUARE BEING THIRTY-SIX (36) FEET SQUARE, LYING WITH IN THE CENTER OF THE FORMER DRIVE FROM CALHOUN STREET TO THE GREAT GATE OF THE "OLD" CITADEL AND 110 FEET FROM THE INSIDE CURBING OF THE PAVEMENT OF CALHOUN STREET (AS SUCH INSIDE CURBING EXISTED ON SEPTEMBER 16, 1885), 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 Washington Light Infantry and Sumter Guards Board of Officers the City's right, title and interest, if any, to that certain portion of Marion Square described as follows:

ALL that certain piece or tract of land, situate, lying and being in the City of Charleston, Charleston County, South Carolina, consisting of a square being 36 feet by 36 feet, and being a part of Marion Square, the center of which square being in the center of the former main drive from Calhoun Street to the great gate of the Old Citadel and one hundred and ten feet (110') from the inside curbing of the pavement of Calhoun Street, as it existed on September 16, 1885, subject to certain exceptions and other matters of record, to be approved by the Office of Corporation Counsel, including but not limited to: (1) the rights of any existing utility providers, including but not limited to the City with respect to stormwater and/or drainage infrastructure; (2) easements and other matters of record; (3) that certain Memorandum of Understanding as to the Use of Marion Square dated November 10, 2015, between the City of Charleston and the Washington Light Infantry and Sumter Guards Board of Officers; and (4) a restriction on the use of the property being quit-claimed for purposes of a public square and/or parade grounds.

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, 2020, in the \_\_\_\_ Year of the Independence of the United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council



AND FURTHER PROVIDED THAT said piece or tract of land shall be used solely as a public square and/or parade ground, in accordance with the original dedication of the subject property to the public.

AND FURTHER RESERVING unto Grantor a temporary easement to remove the base and other elements of the Calhoun monument which formerly occupied the subject property.

Being a portion of Charleston County TMS No. 460-16-04-005

GRANTEE'S ADDRESS:                   287 Meeting Street  
  Charleston, South Carolina 29401

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

TO HAVE AND TO HOLD, all and singular, subject to the exceptions, restriction, and reserved easement set forth herein, the said premises unto the said Grantee, its successors and assigns forever, so that neither the said Grant, nor said Grantor's successors and assigns, nor any person or persons claiming under it or them, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid remises or appurtenances, or any part or parcel thereof, forever.

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SIGNATURE PAGE TO FOLLOW]**

