NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:00 p.m. Monday, July 18, 2022. Conference Call: 1-929-205-6099; Access Code: 835 678 884. The agenda will be as follows:

AGENDA

Invocation – Councilmember Waring

Approval of Minutes:

June 21, 2022

a. Approval of a Second Amendment to Memorandum of Understanding and Agreement between the City of Charleston, South Carolina, and TMP Epic Center, LLC. (2070 Sam Rittenberg Blvd., Charleston, SC 29407) (TMS# 310-04-00-009, TMS# 351-05-00-043 & 044, TMS# 351-09-00-015 & 053)

b. Approval of a Third Amendment to the Management Agreement between the City of Charleston and Charleston Digital Corridor Foundation for the lease space at 22 West Edge on a month-to-month basis for no more than 12 months.

c. A Resolution to approve Amendment of the Agreement for Development of a Joint County Industrial Park, by and between Charleston County, South Carolina and Colleton County, South Carolina, so as to include additional property in the City of Charleston as part of the Joint Industrial Park.

d. A Resolution to approve Amendment of the Agreement for the Establishment of a Multi-County Industrial/Business Park for properties located in a redevelopment project area, by and between Charleston County, South Carolina and Colleton County, South Carolina, so as to include additional property in the City of Charleston as part of the Joint County Industrial Park.

e. Authorization for the Mayor to execute a Lease Agreement between Marina Variety Store, Inc., and City of Charleston.

f. Approval of the permit with National Parks Service for the First Day Festival, scheduled for Sunday, August 7, 2022.
g. Approval of a Second Amendment to the Memorandum of Understanding between the City of Charleston and Landmark Enterprises Services, LLC., extending the August 1, 2022 deadline to October 15, 2022. (14 Sumar Street, Charleston, SC 29407) (Final action will be taken at City Council on July 19, 2022.)

h. Please consider the following annexations:

(i) 1989 Maybank Highway (1.52 acres) (TMS# 343-03-00-208), James Island, (District 11). The property is owned by Maywood, LLC.

(ii) 1978 Maybank Highway (0.38 acre) (TMS# 343-03-00-198), James Island, (District 11). The property is owned by Brian Tanner and George Vasilos.

(iii) 22 Oakdale Place (0.24 acre) (TMS# 418-10-00-104), West Ashley, (District 9). The property is owned by Kayley Seawright.

(iv) 5 Oakdale Place (0.22 acre) (TMS# 418-15-00-042), West Ashley, (District 3). The property is owned by Allison and James Lutz.

(v) 31 Avondale Avenue (0.35 acre) (TMS# 418-14-00-029), West Ashley, (District 9). The property is owned by James and Ashley Mackintosh.

(vi) 4 Tovey Road (0.17 acre) (TMS# 418-10-00-109), West Ashley, (District 9). The property is owned by John Bouvette.

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.
REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee       DATE: July 19, 2022
FROM: Eric Pohlman        DEPT: PP&S
ADDRESS: 2070 Sam Rittenberg Blvd
TMS: 310-04-00-009; 351-05-00-043; 044; 351-09-00-016; 052
PROPERTY OWNER: TMP Epic Center, LLC

ACTION REQUEST:

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING
AND AGREEMENT BETWEEN THE CITY OF CHARLESTON, SOUTH
CAROLINA, AND TMP EPIC CENTER, LLC

ORDINANCE: Is an ordinance required? Yes [ ] No [x]

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

Department Head
Legal Department
Chief Financial Officer
Director Real Estate Management

Signature
Attachments

FUNDING: Was funding needed? Yes [ ] No [x]
If yes, was funding previously approved?* Yes [ ] No [x]

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

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.
SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN THE CITY OF CHARLESTON, SOUTH CAROLINA, AND TMP EPIC CENTER, LLC

THIS SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING AND AGREEMENT ("Amendment") is made and entered into this _____ day of July, 2022, by and between the City of Charleston, South Carolina (the "City") and TMP Epic Center, LLC, a South Carolina limited liability company ("Developer").

RECATALS

WHEREAS, the City established the West Ashley Revitalization Project Area (the "TIF District") consisting of approximately four hundred twenty-five (425) acres pursuant to an ordinance adopted on December 6, 2016; (the "TIF Ordinance"); and

WHEREAS, the TIF Ordinance describes certain public infrastructure improvements to be undertaken within the TIF District; and

WHEREAS, the area commonly known as the Citadel Mall consists of approximately eighty-eight (88) acres as more fully described on Exhibit A attached to the Agreement (hereinafter defined), which is incorporated herein by reference, (the "Property"), and Developer has proposed a mixed-use redevelopment project known as Epic Center, located within the TIF District, that will stimulate economic development; and

WHEREAS, redevelopment of the Property by both the public and the private sector is beneficial to the adjoining and nearby communities and to the future growth of the City as first described in the TIF Ordinance; and

WHEREAS, in order to memorialize their agreement to work together, Developer and City entered into that certain Memorandum of Understanding and Agreement effective July 28, 2020 (the "MOU"), as amended by that certain Amendment to Memorandum of Understanding and Agreement entered into on or about July 19, 2021 (the "First Amendment" and collectively, with the MOU, the "Agreement"); and

WHEREAS, Developer and City agree that additional time is needed to finalize and execute the Public Infrastructure Improvements Agreement contemplated in the Agreement.

NOW THEREFORE, pursuant to the above recitations, and in consideration of the mutual covenants and promises of the parties contained herein, the parties agree as follows:

1. The foregoing recitals are incorporated into and made a part of this Amendment.

2. Article IV, Section 1 of the Agreement is amended and re-stated in its entirety as follows:

   In the event the Public Infrastructure Improvement Agreement is not completed and executed by the parties hereto by August 1, 2023, this Agreement and all rights, duties and obligations of the party hereunder shall terminate unless extended by the written agreement of the parties.
3. All remaining terms of the Agreement shall remain as set forth in the Agreement.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Amendment and set their hands and seals as of the date first written above.

CITY OF CHARLESTON

By: ________________________________
    John J. Tecklenburg, Mayor

Date: _______________________, 2022

TMP EPIC CENTER, LLC,
a South Carolina limited liability company

By: ________________________________
    Richard C. Davis, Managing Member

Date: _______________________, 2022
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matt Frohlich
DEPT. BFRC
SUBJECT: THIRD AMENDMENT TO THE MANAGEMENT AGREEMENT
REQUEST: Approval of a Third Amendment to the Management Agreement between the City of Charleston and Charleston Digital Corridor Foundation for the lease space at 22 West Edge on a month-to-month basis for no more than 12 months.

COMMITTEE OF COUNCIL: Real Estate DATE: July 19, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes N/A Signature of Individual Contacted
Department Head X
Director Real Estate Management

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following: Dept./Div.: Non-Departmental Account #: 900000-53056
Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes □ No □

NEED: Identify any critical time constraint(s).

CFO's Signature: ________________________________

FISCAL IMPACT: Funds are budgeted in 2022 to continue the Management Agreement through the remainder of the year. Will need to be budgeted for in 2023 if continued.

Mayor's Signature: ________________________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
THIS THIRD AMENDMENT TO MANAGEMENT AGREEMENT is made and entered into as of the ___ day of July 2022, by and between the City of Charleston (the “City”) and the Charleston Digital Corridor Foundation, a 501( c)(3) corporation organized and existing pursuant to the laws of the State of South Carolina (“the CDC”).

WHEREAS, the parties on June 18, 2019 entered into a Management Agreement which sets forth the parties’ respective rights and obligations regarding the CDC overseeing the renovations and management of the City’s leased premises at 22 West Edge (“Premises”), a copy of the Agreement is attached hereto; and,

WHEREAS, the parties on April 11, 2020 entered into a First Amendment to the Management Agreement relating to reimbursing CDC for certain tenant upfits at the Premises, a copy of the First Amendment is attached hereto; and,

WHEREAS, the parties on May 27, 2021 entered into a Second Amendment to the Management Agreement in order to change the term of the Agreement to a month to month basis, not to exceed twelve (12) months; increase the amount to be paid by the City to reimburse the CDC for certain tenant upfits at the Premises; and

WHEREAS, the parties desire to amend the Agreement in order to extend the Term of the month-to-month arrangement an additional twelve (12) months.

NOW, THEREFORE, for and consideration of the sum of One and 00/100 ($1.00) Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agreement is hereby amended by deleting in its entirety Paragraph 3, “Term” and replacing it with the following language:

   “3. Term. The term of this Agreement is two years and shall commence on the Effective Date of June 19, 2022. The term of this Agreement shall be month-to-month and shall expire in twelve months, if not terminated sooner. Not less than thirty (30) days’ written notice shall be provided to the other party before the termination of this Agreement. In the event that CDC elects to terminate the Agreement before the expiration of the twelve months, CDC agrees to use its best efforts to locate new Occupants for the vacant space, should the City request such assistance.”

2. In all other respects, the Agreement heretofore entered into by and between the parties remains unmodified and in full force and effect.
IN WITNESS WHEREOF, the parties caused their authorized representatives to execute this Second Amendment to Management Agreement as of the date first above written.

WITNESS

CITY OF CHARLESTON
By: 

Date: 

CHARLESTON DIGITAL CORRIDOR FOUNDATION
By: ERNEST AMORAE, DIRECTOR
Date: 6·23·22
**COMMITTEE ON REAL ESTATE**  
**GENERAL FORM**

TO: Committee on Real Estate  
DATE: July 11, 2022

FROM: Julia Copeland  
DEPT: Legal

ADDRESS: N/A

TMS: N/A

PROPERTY OWNER: N/A  
"A RESOLUTION TO APPROVE AMENDMENT OF THE AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL PARK, BY AND BETWEEN CHARLESTON COUNTY, SOUTH CAROLINA AND COLLETON COUNTY, SOUTH CAROLINA, SO AS TO INCLUDE ADDITIONAL PROPERTY IN THE CITY OF CHARLESTON AS PART OF THE JOINT COUNTY INDUSTRIAL PARK."

ACTION REQUEST: 

**ORDINANCE:** Is an ordinance required? Yes [ ] No [x]

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

<table>
<thead>
<tr>
<th>Department Head</th>
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<tr>
<td>Legal Department</td>
<td>[Signature]</td>
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<tr>
<td>Chief Financial Officer</td>
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<td>[x]</td>
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<tr>
<td>Director Real Estate Management</td>
<td>[Signature]</td>
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</tbody>
</table>

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

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 TO APPROVE AMENDMENT OF THE AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL PARK, BY AND BETWEEN CHARLESTON COUNTY, SOUTH CAROLINA AND COLLETON COUNTY, SOUTH CAROLINA, SO AS TO INCLUDE ADDITIONAL PROPERTY IN THE CITY OF CHARLESTON AS PART OF THE JOINT COUNTY INDUSTRIAL PARK

WHEREAS, Charleston County, South Carolina and Colleton County, South Carolina (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties entered into an Agreement for Development for a Joint County Industrial Park effective as of September 1, 1995 (the "Original Agreement") to develop jointly an industrial and business park (the "Park"), as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"); and

WHEREAS, the Original Agreement was substantively amended by (i) the First Modification to Agreement for Development for Joint County Industrial Park, effective December 31, 2006 (the "First Modification"), which First Modification was approved by Charleston County Council Ordinance 1475, enacted December 5, 2006; and by Colleton County Council Ordinance 06-O-20 enacted January 2, 2007; (ii) the Second Modification to Agreement for Development of Joint Industrial Park, dated as of December 31, 2014 (the "Second Modification"), which Second Modification was approved by Charleston County Council Ordinance 1828, enacted on September 9, 2014, and by Colleton County Ordinance 14-O-13, enacted on December 11, 2014; and (iii) the Third Modification to Agreement for Development of Joint Industrial Park, effective as of November 29, 2017 (the "Third Modification"), which Third Modification was approved by Charleston County Council Ordinance 1982, enacted on October 24, 2017, and by Colleton County Ordinance 17-O-08, enacted on November 7, 2017; and
WHEREAS, the Original Agreement, as amended, is referred to herein as the “Agreement”; and

WHEREAS, the Agreement contemplates the inclusion and removal of additional property within the Park from time to time, and Section 3(B) of the Agreement requires, in the case of inclusion of additional property, “if applicable, written evidence of approval of such enlargement by any municipality in which the property to be added is actually located”; and

WHEREAS, the Counties desire to further amend the Agreement to include certain additional parcels in order to fulfill commitments made to companies which are considering expansion or location decisions in the City of Charleston; and

WHEREAS, all property to be added lies within the City of Charleston, and the City of Charleston desires to evidence its approval of the addition of such property.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Charleston in meeting duly assembled:

SECTION 1: Subject to the following condition, the City of Charleston hereby approves expansion of the Park to include that property within the City of Charleston set forth in the attached Exhibit A. Such approval is subject to the condition that the Agreement continues to provide that all revenues (net of any payments to Colleton County and the Charleston County Economic Development Fund) derived by the County under the Agreement from the property described in Exhibit A are distributed to the applicable taxing districts on a pro-rata basis based on the respective millage rates of such taxing districts.

SECTION 2: This resolution shall take effect immediately upon its adoption by City Council.

Done this ___ day of ____________, 2022.

(SEAL)

John J. Tecklenburg, Mayor

Attest:

____________________________
Jennifer Cook, Clerk of Council
**EXHIBIT A**

**PROPERTY DESCRIPTION**  
**CHARLESTON COUNTY ADDITIONAL PARCEL**

<table>
<thead>
<tr>
<th>Parcels to be Added</th>
<th>Property Description (TMS Number)</th>
<th>Initial Tax Year</th>
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<tr>
<td>Barzan Aeronautical</td>
<td>319-00-00-014</td>
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COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate    DATE: July 11, 2022
FROM: Julia Copeland    DEPT: Legal
ADDRESS: N/A
TMS: N/A

PROPERTY OWNER: N/A
"A RESOLUTION TO APPROVE AMENDMENT OF THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK FOR PROPERTIES LOCATED IN A REDEVELOPMENT PROJECT AREA, BY AND BETWEEN CHARLESTON COUNTY, SOUTH CAROLINA AND COLLETON COUNTY, SOUTH CAROLINA, SO AS TO INCLUDE ADDITIONAL PROPERTY IN THE CITY OF CHARLESTON AS PART OF THE JOINT COUNTY INDUSTRIAL PARK."

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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</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).
RESOLUTION

TO APPROVE AMENDMENT OF THE AGREEMENT FOR THE
ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK
FOR PROPERTIES LOCATED IN A REDEVELOPMENT PROJECT AREA,
BY AND BETWEEN CHARLESTON COUNTY, SOUTH CAROLINA AND
COLLETON COUNTY, SOUTH CAROLINA, SO AS TO INCLUDE
ADDITIONAL PROPERTY IN THE CITY OF CHARLESTON AS PART OF
THE JOINT COUNTY INDUSTRIAL PARK.

WHEREAS, Charleston County, South Carolina and Colleton County, South Carolina
(jointly the “Counties”) are authorized under Article VIII, Section 13 of the South Carolina
Constitution to jointly develop an industrial or business park within the geographical boundaries
of one or more of the member Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by
providing employment and other benefits to the citizens of the Counties, the Counties entered into
an Agreement for the Establishment of a Multi-County Industrial/Business Park for Properties
located in a Redevelopment Project Area effective as of December 6, 2016 (the “Agreement”), to
develop jointly an industrial and business park (the “Park”), as provided by Article VIII, Section
13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws
of South Carolina, 1976, as amended, (the “Act”); and

WHEREAS, the Agreement contemplates the inclusion and removal of additional parcels
within the Park from time to time, and Section 3(A)(iii) of the Agreement requires, in the case of
inclusion of additional property, “if applicable, written evidence of approval of such enlargement
by any municipality in which the property to be added is actually located;” and

WHEREAS, Section 4-1-70 of the Act provides “If the industrial or business park
encompasses all or a portion of a municipality, the counties must obtain the consent of the
municipality prior to the creation of the multi-county industrial park;” and

WHEREAS, the property on attached Exhibit A lies within the City of Charleston (the
“City”) thus making applicable Section 4-1-170 and thereby requiring written evidence of approval
by the City of enlargement of the Park; and
WHEREAS, Section 6(A) of the Agreement provides in part “...notwithstanding property that is then located in a Redevelopment Project Area being added to the Park, that portion of property tax revenues or payments of fees in lieu of ad valorem property taxes derived from such real property shall be or continue to be deposited to the applicable Special Tax Allocation Fund pursuant to the TIF Law and the applicable Redevelopment Plan. To that end, the Counties hereby allocate all revenues generated by the Park from payments or fees in lieu of ad valorem property taxes that are required to be deposited to a Special Tax Allocation Fund, pursuant to the terms of the TIF Law and any applicable Redevelopment Plans, to the applicable TIF Authorities for application in accordance with the applicable Redevelopment Plan;” and

WHEREAS, the Counties desire to amend the Agreement to add certain parcels to the Park in order to fulfil commitments made to companies which are considering expansion or location decisions; and

WHEREAS, the City, to evidence its approval to add such property to the Park, as contemplated by Section 4-1-170(e) of the Act as well as the Agreement, including Section 3(A)(iii) thereof with specific reference and reliance by the City to Section 6(A) of the Agreement hereby noted;

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

Subject to the following condition, the City of Charleston hereby approves expansion of the Park to include those properties within the City of Charleston set forth in the attached Exhibit A. Such approval is subject to the condition that the Agreement continues to provide that all revenues (net of any payments to Colleton County and the Charleston County Economic Development Fund) derived by Charleston County under the Agreement from the properties described in Exhibit A are distributed to the applicable taxing districts on a pro-rata basis based on the respective millage rates of such taxing districts.

Done this ___ day of ____________, 2022.

(SEAL)

John J. Tecklenburg, Mayor

Attest:

Jennifer Cook, Clerk of Council
# EXHIBIT A

## PROPERTY DESCRIPTIONS

CHARLESTON COUNTY ADDITIONAL PARCELS

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<td>Flagship III</td>
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<tr>
<td>ViKor Scientific</td>
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</tbody>
</table>
SCHEDULE 1

EXHIBIT "A"
(Legal Description)

All that piece, parcel or lot of land situate, lying and being in the City of Charleston, State of South Carolina, shown and designated as "PARCEL 'I-B' 26,857 SQ.FT. 0.62 Ac.", more or less, on a plat entitled "FINAL SUBDIVISION PLAT OF PARCEL I-B (4.81 Ac.) TO CREATE PARCEL I-B (0.62 Ac.) AND RESIDUAL PARCEL II-B (4.21 Ac.) WESTEDGE PHASE 1, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Thomas & Hutton Engineering Co., under seal of F. Elliotte Quinn, III, RLS 10292, dated June 30, 2017, and recorded on July 24, 2017 in Plat Book L17, Page 0396 in the RMC Office for Charleston County.

Together with an easement for access, ingress and egress shown and designated as "New 80' Ingress-Egress Easement" on the above-referenced plat.

The foregoing property is a portion of that certain real property conveyed to The Medical University of South Carolina Foundation by deed of The Medical University of South Carolina dated December 16, 2014 and recorded December 16, 2014 in Book 0446, Page 780 in the RMC Office for Charleston County.

TMS 460-00-00-034
EXHIBIT "A"
(legal Description)

All that certain piece, parcel or tract of land, with the building and improvements thereon, situate, lying and being in the City of Charleston, State of South Carolina, known and designated as Parcel 1 on a plat prepared by E.M. Seabrook, III, dated October 23, 1990, and recorded in the RMC Office for Charleston County in Plat Book CB, Page 57. Said lot having such size, shape, dimensions, buttins and boundings as will by reference to said plat more fully appear.

Said property also being shown as "999 Morrison Drive 1.85 acres" on that certain plat entitled "AN ALTA/ACSM LAND TITLE SURVEY OF 999 MORRISON DRIVE OWNED BY: 999 MORRISON DRIVE, LLC, CITY OF CHARLESTON CHARLESTON COUNTY, S.C." prepared by Thomas & Hutton Engineering Co., dated August 24, 2006 and last revised on December 12, 2006, and having the following metes and bounds, according to said plat:

Beginning at a point at the intersection of the southeast right-of-way of Romney Street and the western right-of-way of Morrison Drive, said point being the POINT OF BEGINNING, thence turning and running S45°57'36"E for a distance of 317.37 feet along the southwestern right-of-way line of Morrison Drive to a point; thence turning and running S62°40'30"W for a distance of 318.26 feet along the northwestern right-of-way line of Conroy Street to a point; thence turning and running N27°36'36"W for a distance of 300.69 feet to a point; thence turning and running N62°39'46"E for a distance of 218.35 feet along the southeastern right-of-way line of Romney Street to a point; being the POINT OF BEGINNING. Said property containing 1.85 acres, more or less, according to said plat.

This being the same property conveyed to Ginn-LA Fund IV Promenade FBT, LLC, a Georgia limited liability company, by deed from 999 Morrison Drive, LLC, a South Carolina limited liability company, recorded in Book V608 at page 824 in the office of the RMC for Charleston County. See also Quit Claim Deed recorded in Book V608 at page 829.

TMS# 461-13-01-038

**Later subdivided into 461-13-01-056 and 461-13-01-057**
EXHIBIT “A”
(legal Description)

All that certain piece, parcel or tract of land, with the building and improvements thereon, situate, lying and being in the City of Charleston, State of South Carolina, known and designated as Parcel 1 on a plat prepared by E.M. Seabrook, III, dated October 23, 1990, and recorded in the RMC Office for Charleston County in Plat Book CB, Page 57. Said lot having such size, shape, dimensions, buttins and boundings as will by reference to said plat more fully appear.

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All that certain piece, parcel or tract of land, with the building and improvements thereon, situate, lying and being in the City of Charleston, State of South Carolina, known and designated as Parcel 1 on a plat prepared by E.M. Seabrook, III, dated October 23, 1990, and recorded in the RMC Office for Charleston County in Plat Book CB, Page 57. Said lot having such size, shape, dimensions, buttins and boundings as will by reference to said plat more fully appear.

Said property also being shown as “999 Morrison Drive 1.85 acres” on that certain plat entitled “AN ALTA/ACSM LAND TITLE SURVEY OF 999 MORRISON DRIVE OWNED BY: 999 MORRISON DRIVE, LLC, CITY OF CHARLESTON CHARLESTON COUNTY, S.C.” prepared by Thomas & Hutton Engineering Co., dated August 24, 2006 and last revised on December 12, 2006, and having the following metes and bounds, according to said plat:

Beginning at a point at the intersection of the southeast right-of-way of Romney Street and the western right-of-way of Morrison Drive, said point being the POINT OF BEGINNING, thence turning and running S45°57'36"E for a distance of 317.37 feet along the southwestern right-of-way line of Morrison Drive to a point; thence turning and running S62°40'30"W for a distance of 318.26 feet along the northwestern right-of-way line of Conroy Street to a point; thence turning and running N27°36'36"W for a distance of 300.69 feet to a point; thence turning and running N62°39'46"E for a distance of 218.35 feet along the southeastern right-of-way line of Romney Street to a point; being the POINT OF BEGINNING. Said property containing 1.85 acres, more or less, according to said plat.

This being the same property conveyed to Ginn-LA Fund IV Promenade FBT, LLC, a Georgia limited liability company, by deed from 999 Morrison Drive, LLC, a South Carolina limited liability company, recorded in Book V608 at page 824 in the office of the RMC for Charleston County. See also Quit Claim Deed recorded in Book V608 at page 829.

TMS# 461-13-01-038

**Later subdivided into 461-13-01-056 and 461-13-01-057**
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: JULIA COPELAND DEPT. LEGAL
SUBJECT: LEASE AGREEMENT BETWEEN MARINA VARIETY STORE, INC. AND CITY OF CHARLESTON
REQUEST: Authorization for Mayor to execute Lease Agreement between Marina Variety Store, Inc., and City of Charleston.

COMMITTEE OF COUNCIL: Real Estate DATE: July 19, 2022

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Department Head

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

Does this document need to be recorded at the RMC's Office? Yes □ No □ X

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT: ____________________________

Mayor's Signature: ____________________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
RESTAURANT LEASE

between

CITY OF CHARLESTON,
a political subdivision of the State of South Carolina,
as Landlord

and

MARINA VARIETY STORE, INC.,
a South Carolina Corporation,
as Tenant

dated as of
August ____, 2022
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RESTAURANT LEASE

THIS RESTAURANT LEASE (this “Lease”), is made as of the ____ day of February, 2022, by and between CITY OF CHARLESTON, a political subdivision of the State of South Carolina, having an address at c/o Real Estate Manager, 2 George Street, Charleston, SC 29401 (“Landlord”), and Marina Variety Store, Inc., a South Carolina Corporation, having an address at 9 Lockwood Drive, Charleston, SC 29401 (“Tenant”). Landlord and Tenant are also sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. The terms defined in this Article I shall have the following meanings whenever used in this Lease:


“Alteration(s)” shall mean any change, alteration, addition, or improvement to the Premises or the Building.

“Business Day(s)” shall mean all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State of South Carolina or the US federal government.

“Effective Date” shall mean the date this Agreement is executed by both parties.

“Event(s) of Default” shall have the meaning set forth in Section 12.01 hereof.

“Force Majeure” shall mean whenever a period of time is provided in this Lease for either party to do or perform any act or thing, except for the payment of monies by Tenant, the computation of such period of time shall exclude any delays due to strikes, riots, acts of God, shortages of labor, or any cause or causes, whether or not similar to those enumerated, beyond the parties’ reasonable control or the reasonable control of their agents, servants, employees, and any contractor engaged by them to perform work in connection with this Lease.

“Gross Sales” shall mean the aggregate selling prices of all food and merchandise either sold, delivered or prepared at the leased premises and the charges or fees for all services sold or performed at the leased premises. Gross sales include sales and charges for cash or credit, catering income where the catered food is prepared in whole or in part at the Leased Premises, and if the merchandise or service is ordered at the Leased Premises and served, delivered or prepared at the Leased Premises. Credit sales shall be included in gross sales regardless of collections. This shall exclude refunds made by Tenant to its customers for merchandise returned to Tenant, all sales taxes imposed by any governmental authority upon said sales, bulk sales or a closeout of merchandise not sold at retail, sales of fixtures and equipment.
“Initial Lease Term” shall mean the term beginning on the commencement date and ending on April 30, 2027.

“Interest Rate” shall mean the Prime Rate plus ten percent (10%) per annum but, in no event, in excess of the maximum permissible interest rate then in effect in the State.

“Landlord” shall mean the entity specified in the preamble of this Lease and any successor or assign of such entity.

“Law(s)” shall mean all laws, statutes, and ordinances (including building codes, zoning ordinances, and regulations), rules, orders, directives, and requirements of all federal, state, county, municipal departments, bureaus, boards, agencies, offices, commissions, and other subdivisions thereof, or of any official thereof, or of any governmental, public or quasi-public authority, whether now or hereafter in force, which may be applicable to the Land, the Marina, the Building, or the Premises, or any part thereof, including, without limitation, the ADA, the Liquor Control Laws, the OSH Act, and any and all Superior Instruments.

“Lease” shall have the meaning set forth in the preamble of this Lease.

“Leased Premises” shall mean the existing building known as the Marina Variety Store at the Charleston Municipal Marina and containing approximately 3,600 square feet together with all appurtenances thereto located on #9 Lockwood Boulevard in the City of Charleston, South Carolina. The said leased premises are more particularly shown on a plat of The City Marina labeled “Marina Variety Store, Inc.” dated December 13, 1993, and recorded on December 14, 1993, in the office of the Register of Deeds for Charleston County in Book CO at Page 108, copies of which are attached hereto as Exhibit A. This shall also mean all necessary appurtenances to said building and addition, such as steps, walkways, loading docks, trash pick-up areas and airspace to accommodate roof coves and overhangs together with all necessary easements to the nearest public right-of-way to provide for utility connections.

“Liquor Control Laws” shall mean any and all applicable federal or State laws, regulations, and local ordinances relating to the service of alcohol, all as amended or hereinafter amended.

“Party/Parties” shall have the meaning set forth in the preamble of this Lease.

“Person(s) or person(s)” shall mean any natural person or persons, a limited liability company, a limited partnership, a partnership, a corporation, and any other form of business or legal association or entity.

“Personal Property” shall mean all tangible personal property now or at any time hereafter located on or at the Premises or used in connection with the Premises, including, without limitation, all trade fixtures, machinery, appliances, furniture, equipment, and inventory.

“Prevailing Party” shall have the meaning set forth in Section 16.13 hereof.
“Prime Rate” shall mean the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates). Any interest payable under this Lease with reference to the Prime Rate shall be adjusted on a daily basis, based upon the Prime Rate in effect at the time in question, and shall be calculated on the basis of a 360-day year with twelve (12) months of thirty (30) days each.

“Quiet Enjoyment” shall have the meaning set forth in ARTICLE XIV hereof.

“Real Estate Taxes” shall mean any form of real estate tax or assessment, general, special, ordinary, or extraordinary imposed upon the Building or any portion of the Premises by any authority having the direct or indirect power to tax, including any city, state, or federal government, or any school, sanitary, fire, street, drainage, or other improvement district thereof, levied against any legal or equitable interest of Landlord in the Building or any portion of the Premises, including, without limitation, any Solid Waste User Fee imposed upon the Premises by the County of Charleston. The term “Real Estate Taxes” shall also include any tax, fee, levy, assessment, or charge, or any increase therein, imposed by reason of events occurring, or changes in applicable zoning, municipal, county, state, and federal laws, ordinances, and regulations, and any covenants or restrictions of record taking effect, during the Term of this Lease, whether or not contemplated by the parties hereto. Notwithstanding the foregoing, Real Estate Taxes shall specifically exclude the following: (a) any and all taxes on Landlord’s income; (b) franchise taxes or corporate or unincorporated business taxes; (c) estate, gift, succession, or inheritance taxes; (d) any capital gains taxes; and (e) any increase in Real Estate Taxes which, pursuant to Section 5.04 hereof, Tenant shall not be obligated to pay.

“Rent” shall collectively mean Base Rent.

“Rent Payment Address” shall mean Real Estate Management Office, 2 George Street, Charleston, South Carolina 29401.

“Tenant” shall mean the entity identified in the preamble of this Lease, including any successor to the original Tenant.

“Tenant Parties” shall mean Tenant’s officers, agents, employees, partners, successors, and assigns.

“Term” shall mean the primary lease term described in Article II.

ARTICLE II
TERM and CANCELLATION

Section 2.01 Lease of Premises. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term, subject to earlier termination pursuant to any of the terms, covenants, or conditions of this Lease or pursuant to Law.
Section 2.02 Lease Term. The Initial Term will commence on the Effective Date and shall terminate on April 30, 2027. Tenant shall have the right to exercise three (3) additional option terms of five (5) years each, upon written request to Landlord by Tenant six (6) months prior to the end of each term. If Tenant is not in default at the time of the request to exercise additional options, City may grant said request. The option terms shall terminate on April 30, 2042.

Section 2.03 Termination without Cause. Tenant upon 120 days’ notice to the Landlord shall have the right to cancel this lease without cause during the term of this lease or during the renewal period by furnishing to the Landlord 120 days’ notice of Tenant’s intention to exercise this right of cancellation. If the Tenant pays all base rents, taxes and other obligations required until the date of cancellation the Tenant’s obligation hereunder shall cease.

Section 2.04 Flood Control Project. In the event the Leased Premises or any portion thereof is required for the construction or use of any proposed Lockwood Drive Flood Water Control or Protection System the Landlord shall provide Tenant written notice to vacate the leased premises within one year from the date of such notice from Landlord to Tenant. The obligation of Landlord to Tenant and that of the Tenant to the Landlord shall cease upon the end of the one-year period.”

ARTICLE III
PAYMENT OF BASE RENT

Section 3.01 Base Rent. As of the commencement date, the Tenant shall pay a base rent of Five Thousand ($5,000) Dollars each month for an annual base rent of Sixty Thousand ($60,000) Dollars. Rent for the Term shall be increased annually as of the anniversary date of the Commencement Date of each year for any change in the U.S. Consumer Price Index for all Urban Consumers (CPI-U) based on the percent change in the monthly index for April of each year, subject, however, to a 3% cap on any increases over the immediately preceding year, regardless of whether the percent change in the CPI-U is higher than said cap. In no event shall rent shall be decreased due to any decrease in a CPI-U monthly index.

(a) Tenant shall pay Base Rent to Landlord in equal monthly installments, in advance, on the first day of each month without notice or demand.

Section 3.02 Late Payment.

(a) If any payment of Rent or any other charge or expense payable under this Lease is not received by Landlord within ten (10) days after its due date, such payment shall be subject to a late payment fee of five percent (5%) of the unpaid amount, or such lesser amount as may be the maximum amount permitted by Law, in order to compensate Landlord for its administrative expenses and not as a penalty, until such payment is received by Landlord.
ARTICLE IV
TAXES

The Tenant further covenants, promises and agrees to bear, pay and discharge (in addition to the rents specified) all taxes, assessments and levies, general and special, ordinary and extraordinary, of every name, nature and kind whatsoever, which may be lawfully taxed, charged, assessed, levied or imposed upon said demised premises, and/or upon any and all buildings and improvements at any time situated thereon. Nothing contained in this lease shall be deemed to be a consent by the Tenant to the levy of, or an agreement by the Tenant to pay, any taxes assessments, impositions or levies, which could not be lawfully levied upon the demised premises or the lawful use thereof. This lease shall not be construed to impair or prejudice the rights of the Tenant in good faith to pay under protest, or contest to final judgment or decree in Courts of last resort the payment of any tax, assessment, lien, imposition, levy or charge which may be levied or imposed upon said premises or the leasehold estate created hereby or otherwise and which are, by the terms of this lease, required to be paid by the Tenant.

ARTICLE V
USE

Section 5.01 Permitted Use. At all times during the term hereof, Tenant will operate a full service restaurant and bar at the Leased Premises in accordance with the Ordinances, Rules and Resolutions of the city council of Charleston, and in accordance with the laws of the United States of America and the State of South Carolina. The premises shall, at all times, be maintained in a clean, neat and orderly manner, and that during the term hereof, the Tenant shall have the exclusive right to operate a full service restaurant and bar at the Municipal Marina, PROVIDED, however, this right shall not limit the rights of private yacht clubs and other organizations located at the Municipal Marina from serving food to members and guests, nor shall it limit the rights of the Landlord to lease other premises at the Municipal Marina to Tenants for the operation of restaurants or cafeterias. The Tenant shall have a right to maintain a restaurant and bar and shall have the right to lawfully serve beer, wines and liquors at the leased premises. All alcoholic beverages shall be sold in compliance with South Carolina Law and with the Rules and Regulations of the South Carolina Department of Health and Environmental Control (SCDHEC). The Tenant shall maintain a restaurant and a bar and other portions of the premises used for food dispensing, so as to qualify at all times for a Grade “A” permit issued by the South Carolina Department of Health and Environmental Control and will arrange for the eradication of any bugs, vermin or rodents which may appear in or about the premises. Tenant shall obtain and pay for all permits, including a City of Charleston business license and liquor licenses necessary for serving and selling alcoholic beverages at the Premises, and maintain such permits and licenses throughout the term of this Lease.

Section 5.02 Landlord’s Access.

(a) Landlord or its agents may enter the Premises at all reasonable times upon reasonable prior written notice to Tenant (a minimum of twenty-four (24) hours except in
the case of an emergency) and, at Tenant’s option, accompanied by a representative of Tenant (provided Tenant makes such representative available), to inspect the Premises.

(b) Landlord shall exercise all reasonable efforts so that any entry into the Premises is reasonably designed to minimize interference with the operation of Tenant’s business in the Premises.

**Section 5.03 Building Security.** Notwithstanding the foregoing, Landlord is not responsible for the security of persons or property in, on, or about the Premises, the Building, and/or the Marina. Landlord is not and shall not be liable in any way whatsoever for any criminal activity or any breach of security in, on, or about the Premises, the Building, and/or the Marina. Tenant shall be responsible for obtaining and maintaining all security with respect to the interior of the Premises, whether by the use of devices, security guard personnel, or otherwise. Tenant acknowledges and agrees that Landlord shall have no liability to Tenant and/or any Tenant Parties for the implementation or exercise of, or for the failure to implement or exercise, any security measures with respect to the interior of the Premises, the Building, or the Marina.

**Section 5.04 Continuous Operations.** Except for events of Force Majeure and a commercially reasonable period not to exceed thirty (30) days in any Lease Year for purposes of renovating the Premises or periodic cleaning of the Premises, Tenant shall diligently and continuously operate its business on the Premises year-round throughout the Term. Subject to the requirements of this Section, Tenant shall have the authority to set commercially reasonable hours of operation and to temporarily suspend restaurant service within portions of the Building if Tenant determines in its commercially reasonable discretion that it would be financially beneficial to do so.

**ARTICLE VI**
**GUARANTY OF LEASE**

Contemporaneously with the execution of this Lease, Tenant shall cause the Guarantor to execute and deliver to Landlord a personal guaranty in the form attached hereto as Exhibit B guaranteeing the payment and performance by Tenant of all of the obligations under this Lease.

**ARTICLE VII**
**SERVICES AND UTILITIES**

**Section 7.01 Payment by Tenant for Services and Utilities.** Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal, and other services and utilities supplied to the Premises.

**Section 7.02 Availability of Services and Utilities.** Landlord represents and warrants to Tenant that sewer, water, electric, telephone, and gas lines are available directly at the Premises.
ARTICLE VIII
MAINTENANCE, REPAIRS, AND ALTERATIONS

Section 8.01 Maintenance by Tenant. Except as otherwise set forth in this Lease, Tenant shall assume and perform all maintenance and management functions with respect to the Premises, including the obligations specifically set forth in this Section. Tenant shall at all times put, keep and maintain the Premises (including, without limitation, all or any portion of the Building; the HVAC system serving the Building; the roof and roof membrane of the Building; all seating, tables, bars, and other improvements and fixtures; all landscaping within the Premises; walls (interior and exterior), footings and foundations of the Building and all other improvements within the Premises; and all structural and non-structural components of the Premises) in first-class repair and appearance, and shall promptly make all repairs and replacements of every kind and nature, whether foreseen or unforeseen, which may be required to be made upon or in connection with any of the Premises in order to keep and maintain the Premises in first class repair and appearance. Tenant shall do or cause others to do all shoring of the Premises or of foundations and walls of the improvements and every other act necessary or appropriate for preservation and safety thereof, by reason of or in connection with any excavation or other building operation upon any of the Premises. Tenant shall from time to time replace with other similar operational equipment or parts any of the mechanical systems or other equipment included in any of the Premises which shall have become worn out, obsolete or unusable for the purpose for which it is intended, or been lost, stolen, damaged or destroyed. Tenant shall maintain, repair and replace the above-ground plumbing, utility, and/or sewer lines and mains which service all or any portion of the Premises, save and excepting that it shall be the Landlord’s exclusive and sole responsibility to maintain, repair, or replace, or to coordinate such maintenance, repairs and replacements with the applicable utility or municipal service providers, any (i) underground sewer or water mains or (ii) underground or overhead electrical power lines leading up to the hookup location to the Building, and to make available those portions of the Marina as may be reasonably necessary for any such maintenance, repairs or replacements. Except as expressly required under this Lease, Landlord shall not be required to make any repair, whether foreseen or unforeseen, or to maintain any of the Premises in any way, and Tenant hereby expressly waives the right to make repairs at the expense of the Landlord, which right may otherwise be provided for in any law now or hereafter in effect. Tenant shall, in all events, make all repairs for which it is responsible hereunder promptly, and shall commence such repair and diligently pursue completion of the same within thirty (30) days after a repair or replacement becomes prudent, and all repairs shall be done in a good, proper and workmanlike manner, and diligently pursued to completion. If Tenant fails to maintain or repair the Premises as required hereunder to the reasonable satisfaction of Landlord, then within thirty (30) days after written demand from Landlord, Landlord shall have the option, but not the obligation, to make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant’s inventory, fixtures, or property, or to Tenant’s business thereon, and upon completion thereof, Tenant shall pay Landlord’s reasonable and documented costs for making such repairs upon presentation of a bill therefor.

Section 8.02 Alterations, Additions, and Improvements. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord’s prior written consent,
which consent shall not be unreasonably withheld. All alterations, additions, and improvements shall be accomplished in a good and workmanlike manner, in conformity with all applicable Laws, and by a contractor who is licensed in the State of South Carolina, bonded, insured. All fixtures and improvements installed by the Tenant shall become the property of the Landlord upon the expiration or cancellation of this Lease.

ARTICLE IX
ASSIGNMENT AND SUBLEASING

Section 9.01 Landlord’s Consent Required. The Tenant may not assign its interests without the consent of the Landlord. The Landlord agrees that it will not unreasonably withhold its consent to any assignment and will consent to assignments by a tenant provided:

(a) A Tenant is not in default under this Lease; and

(b) The assignee shall assume in writing the Tenant obligations under this Lease; and

(c) That the assignee has a good credit reputation; and

(d) The assignee, individually, or through its principal officers or managers if a corporation can reasonably demonstrate to Landlord that it possesses experience and management skills to operate a business as defined by Section 5.01 of this Lease.

(e) If a corporation, the assignee shall have its principal officers and/or stockholders guarantee the performance of the Tenant’s obligations under this Lease.

ARTICLE X
INSURANCE AND INDEMNIFICATION

Section 10.01 Liability Insurance. Tenant shall, at Tenant’s sole cost and expense, obtain and keep in force during the Term of this Lease a policy of combined single limit, bodily injury and property damage insurance insuring Tenant and Landlord as an additional insured, against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be provided through a combined single limit policy in an amount not less than $1,000,000.00 per occurrence, with $2,000,000.00 of aggregate coverage. The policy shall insure performance by Tenant of the indemnity provision of this Article. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. All insurance to be carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only. In addition, Tenant shall maintain workers’ compensation insurance as is required by the Laws of the State.

Section 10.02 Property Insurance.
(a) Landlord shall obtain and keep in force during the Term of this Lease a policy or policies of insurance covering loss or damage to the Building in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood, windstorm coverage, and special extended perils ("all risk" as such term is used in the insurance industry). Said insurance shall provide for a payment of loss thereunder to Landlord.

(b) Tenant shall obtain and maintain insurance coverage for full replacement cost on all of Tenant’s personal property, equipment, trade fixtures, and improvements in, on, or about the Premises.

Section 10.03 Liquor Liability Insurance. Tenant, at its sole cost and expense, shall purchase and keep in full force and effect during the Term of this Lease, liquor liability insurance for all periods of time that Tenant uses, sells, gifts, or otherwise permits the consumption of alcoholic beverages on or from the Premises. Such liquor liability insurance policy shall name Landlord as an additional insured. Tenant shall deliver to Landlord a policy of liquor liability insurance in form, substance, and with insurers satisfactory to Tenant, with total limits of liability for bodily injury, death, loss of means of support, and property damage because of each occurrence of not less than $1,000,000.00, or such greater amounts as Landlord may designate, against any and all liability by virtue of the Liquor Control Laws, any amendments or supplements thereto, or any kindred legislation concerning the use, sale, or giving away of alcoholic liquors. If at any time the required liquor liability insurance is for any reason not in force, then, during all and any such times no sale, merchandising, transfer, giving away, or exchange of alcoholic beverages shall be made by Tenant or any other person in, upon, or from any part of the Premises. Tenant must provide notice to Landlord of any lawsuit filed against the business or premises.

Section 10.04 Insurance Policies. Insurance required hereunder shall be issued by companies authorized to do business in the State and holding a “General Policyholders Rating” of not less than “A” as set forth in the most current issue of “Best Insurance Guide,” or any successor thereto (or if there be none, an organization having a national reputation). No policy carried by Tenant shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days’ prior written notice to Landlord. Not less than thirty (30) days prior to the expiration of such policies, Tenant shall furnish Landlord with renewals or “binders” thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies carried by Landlord. Executed copies of policies of insurance or certificates thereof shall be delivered to Landlord within thirty (30) days after the commencement date. All insurance obtained by Tenant shall be primary. All insurance obtained by Tenant shall name Landlord as an additional insured and copies of the same provided immediately upon request to the Landlord.
Section 10.05 Waiver of Subrogation. Tenant and Landlord each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under this Article, which perils occur in, on, or about the Premises, whether due to the negligence of Landlord, any Landlord Parties, Tenant, or any Tenant Parties, or Tenant’s contractors or invitees. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Section 10.06 Indemnity. Except for the negligence and intentional misconduct of Landlord and/or any Landlord Parties, Tenant shall indemnify and hold harmless Landlord and Landlord’s officers, agents, employees, partners, successors, and assigns (collectively, “Landlord Parties”) from and against any and all claims arising from Tenant’s use of the Premises, or from the conduct of Tenant’s business or from any activity, work, or things done, permitted, or suffered by Tenant in, on, or about the Premises or elsewhere, and shall further indemnify and hold harmless Landlord and all Landlord Parties from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant’s agents, contractors, or employees, and from and against all costs, attorneys’ fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant’s expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damages to property or injury to persons, in, on, or about the Premises arising from any cause, and Tenant hereby waives all claims in respect thereof against any Landlord Parties, except for claims resulting from the gross negligence and intentional misconduct of Landlord and/or any Landlord Parties.

ARTICLE XI
DAMAGE AND DESTRUCTION

Section 11.01 Damage or Destruction to Premises. If any structure on the Premises is damaged or destroyed by fire or other casualty in an amount that is less than 50% less of its fair market value, the City, or at the City’s election the Tenant, shall commence restoration of the affected structures within one hundred eighty (180) days of the date of such damage or destruction and shall diligently pursue such restoration to completion and to a condition reasonably equivalent in design, quality, size and utility to the structure as it existed immediately prior to the damage or destruction. Insurance proceeds of any applicable party shall be made available to the party restoring the Premises. If any structure on the Premises is damaged or destroyed by fire or other casualty in an amount of 50% or more of its fair market value, City shall have the option of (1) terminating this Agreement by giving written notice to Tenant, in which event the Term of this Agreement shall expire and Tenant shall immediately vacate the Premises; or (2) repairing, restoring, rebuilding, reconstructing or replacing the structure, or at its election having Tenant do so, such work to commence within one hundred eighty (180) days of the date of such damage or destruction and to continue until completion and to a condition reasonably equivalent in design, quality, size and utility
to the structure as it existed immediately prior to the damage or destruction; provided however, City will repair and restore the affected structure if Tenant agrees to pay any costs of repair and restoration that exceed the amount of insurance proceeds available to the City or Tenant as a result of the damage, and provided further that Tenant provide City documentation of its ability to meet the financial obligations required to complete the repair and restoration.

Section 11.02 Temporary Abatement of Rent. If all or any portion of the leased premises is damaged by fire or casualty, the rent shall abate from the date of the occurrence during such period as the leased premises are rendered unusable for the permitted uses under this agreement. At such time as the premises are repaired or rebuilt and the use is restored by the Tenant, the lease payments shall resume.

ARTICLE XII
DEFAULTS AND REMEDIES

Section 12.01 Events of Default. Tenant shall be in material default under this Lease if any one or more of the following events (herein sometimes referred to individually as an “Event of Default” and collectively as “Events of Default”) shall occur and shall not be timely remedied as herein provided:

(a) Except as otherwise provided in Section 10.03, if Tenant fails to make any payment of Rent due under this Lease or any part thereof within ten (10) days of the date the same shall become due and payable.

(b) If Tenant fails to make any payment of any sum or charge payable under this Lease other than Base Rent, or any part thereof, when and as the same shall become due and payable and such default continues for a period of ten (10) days after receipt by Tenant of notice from Landlord specifying the default.

(c) If Tenant fails to observe or perform any of the other covenants, agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and such default continues for a period of thirty (30) days after written notice thereof from Landlord to Tenant, provided, however, that with respect to any default (other than a default which can be cured by the payment of money) that cannot be reasonably cured within said thirty (30) day period, Tenant shall have the greater of (i) any additional cure period that is specified in this lease, or (ii) where no such additional cure period is accounted for, an additional period of ninety (90) days to cure such default, provided Tenant commences to cure within said thirty (30) days and actually cures the default within ninety (90) days after Landlord’s notice.

(d) If Tenant or any Guarantor files a petition in bankruptcy, is adjudicated as bankrupt, or files any petition or answer seeking any reorganization, rearrangement, recomposition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future Law, or makes an assignment for the benefit of creditors, or if any
trustee, receiver, or liquidator of Tenant, any Guarantor, or of all or any substantial part of its properties or of the Premises shall be appointed in any action, suit, or proceeding by or against Tenant or any Guarantor and such proceeding or action shall not have been dismissed within sixty (60) days after such filing or appointment.

(e) If Tenant vacates, abandons, or fails to use the Premises for the Permitted Use for a period in excess of thirty (30) days, except that Tenant shall not be deemed to have abandoned or vacated the Premises (i) when and to the extent that the Premises are untenanted by reason of damage by fire, other casualty or condemnation, (ii) to the extent that the Premises are closed for purposes of renovations or periodic cleaning, or (iii) as a result of any events of Force Majeure.

Section 12.02 Remedies. In the event of any Event of Default, Landlord may, at its option, exercise any and all of the remedies listed below. No such remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity, and every power and remedy given by the Lease to Landlord may be exercised from time to time and as often as the occasion may rise or may be deemed expedient.

(a) Landlord may, without terminating this Lease, enter upon the Premises, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease, in which event Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in complying with Tenant’s obligations under this Lease, and Landlord shall not be liable for any damages resulting to Tenant from such action, unless caused by the gross negligence of Landlord.

(b) Landlord may, if it elects to do so, bring suit for the collection of rents and/or any damages resulting from Tenant’s default without entering into possession of the Premises or voiding this Lease.

(c) Landlord may terminate this Lease after ten (10) days’ written notice to Tenant and this Lease shall terminate on the date specified in such notice. Tenant shall quit and surrender the Premises by said date, failing which, Landlord may enter upon the Premises immediately or at any subsequent time without additional notice or demand (which additional notice or demand is hereby expressly waived by Tenant) without being liable for prosecution of any claim for damages therefor, and expel Tenant and those claiming under Tenant and remove their effects without being guilty of any manner of trespass. Tenant agrees that if Landlord shall cause Tenant’s goods or effects to be removed from the Premises pursuant to the terms hereof or of any court order, Landlord’s act of so removing such goods or effects shall be deemed to be the act of and for the account of Tenant.
(d) In the event of such termination: (i) Landlord may accelerate and declare the entire remaining unpaid Rent and any and all other monies payable under this Lease for the balance of the Term hereof to be immediately due and payable; or (ii) Landlord may collect from Tenant, as liquidated damages: (A) all past due Rent and other amounts due Landlord up to the date of expiration or termination; plus (B) the difference between Rent provided for herein and the proceeds from any re-letting of the Premises, payable in monthly installments over the period that would otherwise have constituted the remaining term of this Lease; plus (C) all expenses in connection with such re-letting including, without limitation, all costs, fees, and expenses of repossession, brokers, advertising, attorneys, courts, repairing, cleaning, repainting, and remodeling of the Premises for re-letting. In the event of default by Tenant, Landlord shall use commercially reasonable efforts (i) to re-let the Premises to a replacement tenant and (ii) to mitigate the damages incurred by Tenant as a result of such default.

Section 12.03 Landlord’s Damages. In addition to the foregoing remedies and regardless of which remedies Landlord pursues, Tenant covenants that it will indemnify Landlord from and against any loss and damage directly or indirectly sustained by reason of any termination resulting from any Event of Default as provided above or the enforcement or declaration of any rights and remedies of Landlord or obligations of Tenant, whether arising under this Lease or granted, permitted, or imposed by Law or otherwise. Landlord’s damages hereunder shall include, but shall not be limited to, any loss of Rent prior to or after re-leasing the Premises, broker’s or salesperson’s commissions, advertising costs, costs of repairing and remodeling the Premises for re-leasing, moving, and storage charges incurred by Landlord in moving Tenant’s property and effects, and legal costs and reasonable attorneys’ fees incurred by Landlord in any proceedings resulting from Tenant’s default, collecting any damages hereunder, obtaining possession of the Premises by summary process or otherwise or re-leasing the Premises, or the enforcement or declaration of any of the rights or remedies of Landlord or obligations of Tenant, whether arising under this Lease or granted, permitted, or imposed by Law or otherwise. In the event that any court or governmental authority shall limit any amount which Landlord may be entitled to recover under this paragraph, Landlord shall be entitled to recover the maximum amount permitted under Law. Nothing in this paragraph shall be deemed to limit Landlord’s recovery from Tenant of the maximum amount permitted under Law or of any other sums or damages which Landlord may be entitled to so recover in addition to the damages set forth herein.

Section 12.04 Non-Waiver of Defaults. No delay or omission of Landlord to execute any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken, or held to be a waiver of any other breach, waiver, or acquiescence in, or consent to, any further or succeeding breach of the same covenant. Receipt by Landlord of less than the full amount due from Tenant shall not be construed to be other than a payment on account of the amounts then due, nor shall any statement on Tenant’s check or any letter accompanying Tenant’s payment be deemed an accord and satisfaction, and Landlord may accept such payment as a partial payment only. The rights herein given to receive, collect, sue, or distrain for any rent or rents, monies, or payments, or to enforce
the terms, provisions, and conditions of this Lease, or to prevent the breach or nonobservance thereof, or the exercise of any such right (or of any other right or remedy hereunder), or otherwise granted or arising, shall not in any way affect or impair or take away the right or power of Landlord to declare the Term hereby granted ended and to terminate this Lease as herein provided because of any default in or breach of any of the covenants, provisions, or conditions of this Lease.

ARTICLE XIII
NOTICES

Unless specifically stated otherwise in this Lease, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses of Landlord and Tenant set forth in the Preamble to this Lease, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier; or (c) registered United States mail, signature required, and postage-prepaid, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service. Any Party shall change its address for purposes of this Lease by giving written notice as provided in this and notices shall only be valid if served in the manner provided. All notices and demands delivered by a party’s attorney on a Party’s behalf shall be deemed to have been delivered by said Party.

ARTICLE XIV
QUIET ENJOYMENT

Landlord agrees that Tenant shall, upon paying the Rent and other payments herein reserved and upon keeping, observing, and performing all of the other terms, covenants, conditions, provisions, and agreements contained in this Lease on the part of Tenant to be kept, observed, and performed during the Term of this Lease and so long as no Event of Default exists that would permit Landlord to terminate this Lease, peaceably and quietly have, hold, and enjoy the Premises subject to the terms, covenants, conditions, provisions, and agreements hereof, free from hindrance by Landlord or any other person claiming by, through, or under Landlord (“Quiet Enjoyment”).

ARTICLE XV
END OF TERM

Section 15.01 Surrender of the Premises. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Premises vacant, broom clean, and in good order and condition, ordinary wear and tear and damage by casualty or condemnation excepted, failing which Landlord may restore the Premises, equipment, and fixtures to such condition and Tenant shall pay the cost thereof upon demand. All of Tenant’s Personal Property, furniture, trade fixtures, shelves, bins, inventory, equipment, and machinery not removed from the Premises when
Tenant leaves the Premises upon the expiration or other termination of this Lease shall thereupon be conclusively presumed to have been abandoned by Tenant and immediately become Landlord's property; provided, however, that Landlord may require Tenant to remove such Personal Property, furniture, trade fixtures, shelves, bins, inventory, equipment, and machinery or may have such property removed at Tenant's expense.

Section 15.02 Holding Over. Any holding over by Tenant after the expiration or termination of this Lease, by lapse of time or otherwise, shall not operate to extend or renew this Lease except by the express mutual written agreement between Landlord and Tenant, and in the absence of such agreement, Tenant shall continue in possession as a month-to-month tenant only. Either party may thereafter terminate such occupancy at the end of any calendar month by first giving to the other party no less than thirty (30) days' prior written notice.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

Section 16.01 Governing Law; Venue. The Laws of the State shall govern the validity, performance, and enforcement of this Lease. Tenant consents to personal jurisdiction and venue in the state and judicial district in which the Leased Premises are located. The courts of the state where the Leased Premises are located shall have exclusive jurisdiction, and Tenant hereby agrees to such exclusive jurisdiction.

Section 16.02 Entire Agreement; Waivers. This Lease forms the entire agreement between Landlord and Tenant and no provision hereof shall be altered, waived, amended, or extended, except in a writing signed by both parties. The acceptance of rent shall not be construed to be a waiver of any breach or condition of this Lease. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Lease. The language in all parts of this Lease shall in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against any party by reason of such party having drafted such language.

Section 16.03 Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant, respectively, and their respective successors, assigns, heirs, executors, and administrators. Tenant agrees to become the tenant of Landlord's successor in interest under the same terms and conditions of its tenancy hereunder.

Section 16.04 Partial Invalidity. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby and there shall be added as part of this Lease a replacement clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

Section 16.05 Relationship of the Parties. Landlord and Tenant agree that the relationship between them is that of landlord and tenant and that Landlord is leasing space to Tenant.
Section 16.06 Headings. The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be constructed as a part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.

Section 16.07 Survival of Obligations. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof.

Section 16.08 Independent Covenants. Subject to the other terms and provisions of this Lease, Tenant’s covenants to pay Rent and other sums due hereunder are independent of Landlord’s covenants hereunder and Tenant shall have no right to withhold any such payments on account of any alleged failure by Landlord to perform or comply with any of Landlord’s covenants.

Section 16.09 Limitation of Liability. Anything in this Lease to the contrary notwithstanding, any judgment obtained against Landlord in connection with this Lease or the subject matter hereof shall be limited solely to Landlord’s interest in the Premises and shall be absolutely nonrecourse with respect to Landlord personally and all other assets of Landlord. For purposes of this Section, the term “Landlord” shall be limited to mean and include only the then owner of the Premises or the Marina and not any predecessor owner or tenant.

Section 16.10 Compliance with Laws. Subject to the other terms and provisions of this Lease, Tenant shall comply at its cost and expense with all Laws, and with any direction or recommendation of any public officer or officers, pursuant to Law, or any reasonable request of any insurance company carrying any insurance on the Premises, and any insurance inspection or rating bureau which shall impose any duty upon Landlord or Tenant with respect to the Premises or the Tenant’s use or occupation of the Premises, and shall bear all costs of any kind or nature whatsoever occasioned by or necessary for compliance with the same. If, during the Term of this Lease any Law mandates that an alteration, repair, addition, or other change be made to all or any portion of the Premises, including, without limitation, any Structural Alterations to the Premises, such work shall be performed at Tenant’s expense.

Section 16.11 Waiver of Jury Trial. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT’S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

Section 16.12 Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

Section 16.13 Prevailing Party. If any Party brings an action or proceeding involving the Premises to enforce the Terms hereof or to declare rights hereunder, then the Prevailing Party
in any such proceeding, action, or appeal thereon shall be entitled to reasonable attorneys' fees. The term, "**Prevailing Party**" shall include, without limitation, a Party that substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, the Prevailing Party shall be entitled to attorneys' fees, costs, and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the commencement date.

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**LANDLORD:**

**CITY OF CHARLESTON,**
a political subdivision of the State of South Carolina

By: __________________________
Name: __________________________
Title: __________________________

Witness

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**TENANT:**

**MARINA VARIETY STORE, INC.**
a South Carolina Corporation

By: __________________________
Name: __________________________
Title: Authorized Member

Witness
Exhibit A
Site Plan
Exhibit B
Guaranty

The undersigned Michel M. Altine, Jr. and Richard P. Ritter as the sole shareholders of Marina Variety Store, Inc., a South Carolina Corporation, do individually, severally and jointly assume and guarantee the full complete performance by Marina Variety Store, Inc., of all Tenant obligations under this Lease Agreement.

Witness #1

Witness #2

Witness #1

Witness #2

Michel M. Altine, Jr.
Date: ____________________

Richard P. Ritter
Date: ____________________
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate
DATE: July 12, 2022
FROM: Mindy Sturm
DEPT: Mayor's Office for Children, Youth and Families

ADDRESS:

TMS: N/A

PROPERTY OWNER: City of Charleston

"Approval of the permit with National Parks Service for the First Day Festival, scheduled for Sunday, August 7, 2022."

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

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

Department Head
Legal Department
Chief Financial Officer
Director Real Estate Management

Signature

Attachments

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).
SPECIAL USE PERMIT
Fort Sumter and Fort Moultrie National Historical Park
1214 Middle Street
Sullivan's Island, SC 29482
843-732-5025

Name
Mindy Sturm

Company/Organization
City of Charleston - MOCYF

Street Address
75 Calhoun Street
Charleston

City
SC
SC

State
Zip Code
Country
29401

Telephone Number
843.966.4190

Cell Phone Number

Fax Number

Email Address
sturmm@charleston-sc.gov

Park Alpha Code
FOSU

Type of Use
2601 – Special Event

Permit #
22-0022

is hereby authorized to use the following described land or facilities in Fort Sumter and Fort Moultrie National Historical Park:
The lawn at Liberty Square

The area must be restored to its original condition at the end of the permit.
The permit begins at 12:00 am / pm on 8/5/2022. The permit expires at 6:00 am / pm on 8/7/2022.

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)
Annual First Day Festival Kid Zone Activities. First Day Festival is sponsored by the City of Charleston and celebrates the start of the new school year and provides children and families with school supplies and information to start the school year off right. FOSU has a formal agreement with the City of Charleston and the South Carolina Aquarium pertaining to operations at Liberty Square.

Person on site responsible for adherence to the terms and conditions of the permit: (include contact information)
Mindy Sturm

Authorizing legislation or other authority
54 U.S.C. § 100101, 100751, 103104; 16 USC §410aaaa; 36 CFR §1.6, 2.50

APPLICATION FEE
☐ Received Amount
☐ Not Required $ 0

PERFORMANCE BOND
☐ Required Amount
☐ Not Required $ 0

LIABILITY INSURANCE
☐ Required Amount
☐ Not Required $ 0

COST RECOVERY
☐ Required Amount
☐ Not Required $ 0

LOCATION FEE

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

___________________________________________________________ Title __________________________ Date:

___________________________________________________________ Title __________________________ Date:

Authorizing NPS Official
CONDITIONS OF THIS PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.5(h)]

1. The permittee is prohibited from giving false information: to do so will be considered a breach of conditions and grounds for revocation: [36 CFR 2.22(c)(3)] (permittee initial)

2. This permit may not be transferred or assigned without the prior written consent of the Superintendent. (permittee initial)

3. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee. (permittee initial)

4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc. (permittee initial)

5. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area. (permittee initial)

6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice. (permittee initial)

7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary. (permittee initial)

8. This permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same. (permittee initial)

9. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of $0.1 Million per Occurrence, $0.2 Million Aggregate and underwritten by a United States company naming the United States of America as additional insured. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit. (permittee initial)

10. Permittee agrees to deposit with the park a bond in the amount of $0 NA from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met. (permittee initial)

11. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred, the difference will be returned to the permittee. (permittee initial)

12. The person(s) named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit. (permittee initial)

13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year. or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations. (permittee initial)

14. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law. (permittee initial)

ADDENDUM OF
ADDITIONAL TERMS AND CONDITIONS FOR SPECIAL USE PERMIT REGARDING SPECIAL USE ON PROPERTY KNOWN AS FORT SUMTER AND FORT MOULTRIE NATIONAL HISTORICAL PARK (FOSU) BELONGING TO THE NATIONAL PARK SERVICE ("NPS")

15. All individuals participating in the permitted event or activity must wear masks in accordance with the current mask-wearing requirements in the Superintendent’s Compendium, which is available on the park’s website or from the Superintendent’s office. (permittee initial)

16. For all permits for events or activities involving over 50 people, the permittee must develop and submit to the superintendent a safety plan that addresses current public-health issues posed by the COVID-19 pandemic. As a term and condition of the Permit, the Permittee is responsible for complying with the plan and for ensuring that all individuals participating in the permitted event or activity also comply with the plan. (permittee initial)

17. The permitted activity must be well planned and scheduled. Last minute changes will not be accommodated unless the changes are contingent upon weather or other emergency conditions and approved by the NPS onsite representative. (permittee initial)
18. No activity, including the arrival of vehicles and personnel, is permitted before or after designated hours of permit activity. (permittee initial)

19. Permittee shall notify all participants of permit stipulations and shall be responsible for their compliance. (permittee initial)

20. The maximum number of participants is approximately 2000. (permittee initial)

21. Permit activities are only authorized in those areas noted on the face of this permit. (permittee initial)

22. Authorized equipment and materials include: inflatable games, 10x10 freestanding tents, stage and sound equipment for DJ, 6'x6' tables, chairs. Additional items are prohibited unless further reviewed and approved by the park. Equipment and materials must be self-supporting unless reviewed and approved by the park. (permittee initial)

23. Commercial notices or advertisements are prohibited from being displayed, posted, or distributed unless the goods, services, or facilities are available within the park and have received park approval. (permittee initial)

24. Engaging in or soliciting in any business in park areas is prohibited. (permittee initial)

25. Distribution of printed matter that is not solely commercial advertising and without asking for or demanding payment or donation is allowed. (permittee initial)

26. NPS will assume no liability or be responsible for any damages to property removed as a result of permittee's failure to abide by the conditions of this permit. The permittee assumes all liability for any damage during work by third parties or permittee. (permittee initial)

27. Permittee is responsible for ensuring that any activity-generated refuse is maintained throughout activity and removed from park grounds upon completion of activity. (permittee initial)

28. Launching, landing, or operating unmanned aircraft (drones) within park boundaries is prohibited. (permittee initial) See attachment

29. Only NPS liaison or on-duty Law Enforcement Officer may approve changes to the permit. (permittee initial)

30. Park staff may supervise all permitted activities within the park boundaries. The NPS onsite representative(s) possesses authority to make all supervisory decisions to assure compliance with the permit, applicable regulations, and NPS permit policies. The permittee must comply with any special instruction provided by the NPS onsite representative(s) or any requests for additional information.

a) Any expenses incurred by the NPS for such supervision shall be borne by the permittee, but may be waived by the Superintendent.

b) No employee of the NPS may work for the permittee in any capacity whatsoever while in uniform or if directly involved in supervision of the permittee.

c) NPS employees may not perform, or appear to perform, official duties for the purposes of the permits activity unless such performance has been approved by the NPS.

d) No personal gratuity of any nature whatsoever shall be offered to any employee of the Government in connection with the exercise of the privilege granted. (permittee initial)

31. All wildlife at Fort Sumter and Fort Moultrie NHP is protected by federal law. As such any approaching, harassing, or feeding of all animals is prohibited. (permittee initial)

32. Smoking is prohibited within park boundaries with the exception of inside personal vehicles, or within 5 feet of personal vehicles when parked in a paved or gravel parking lot. Smoking by definition means the carrying or direct inhalation of lighted cigarettes, cigars or pipes, and electronic cigarettes or similar devices. (permittee initial)

33. Fort Sumter and Fort Moultrie NHP has a zero tolerance to drugs. Violators will be cited and/or arrested. (permittee initial)

34. In the case of an incident permittee should dial 911 for emergencies and all incidents should be reported to the NPS at (843) 518-7189. (permittee initial)
ATTACHMENT TO SPECIAL USE PERMIT FOR
FIRST DAY FESTIVAL 2019

INSURANCE

During the term of the Special Use Permit, the City of Charleston shall keep in force at its expense, 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.

A copy of the City's certificate of insurance will be provided upon request.
TO: Committee on Real Estate  DATE: June 3, 2022
FROM: Julia Copeland  DEPT: Legal
ADDRESS: 14 Sumar Street
TMS: N/A
PROPERTY OWNER: City of Charleston
"Authorizing Mayor to execute Second Amendment to Memorandum of Understanding between Landmark Enterprises and City of Charleston extending August 1, 2022 deadline to October 15, 2022."
ACTION REQUEST: 
ORDINANCE: Is an ordinance required? Yes [ ] No [X]
COORDINATION: The request has been coordinated with:
All supporting documentation must be included

<table>
<thead>
<tr>
<th>Department Head</th>
<th>Signature</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Department</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>[X]</td>
<td></td>
</tr>
<tr>
<td>Director Real Estate Management</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

FUNDING: Was funding needed? Yes [ ] No [X]
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).
SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CHARLESTON AND LANDMARK ENTERPRISES SERVICES, LLC, DBA LANDMARK ENTERPRISES, DATED SEPTEMBER 14, 2021

WHEREAS, the City of Charleston and Landmark Enterprises, LLC entered into a Memorandum of Understanding ("MOU") on September 14, 2021 to facilitate the planning and development of 14 Sumar Street;

WHEREAS, Section 2, paragraph 3 of the MOU provides: Landmark agrees to proceed immediately with the initial Planning and Cost Analysis Work pursuant to the design schedule attached hereto as Exhibit A, which such initial work ("First Phase") will consist of schematic design and will be approximately thirty-five percent (35%) of the overall work needed to complete the Planning and Cost Analysis Work and will completed by May 1, 2022;

WHEREAS, Landmark requested and City consented to an extension of the May 1, 2022 deadline for an additional 90 days, to August 1, 2022 by vote of full council on a First Amendment on April 12, 2022;

WHEREAS, Landmark has requested and the City consents to an additional extension of not more than seventy-five (75) days to October 15, 2022;

NOW, THEREFORE, in consideration of the above recitations and other valuable consideration, the Parties hereby agree as follows:

The August 1, 2022 deadline is hereby extended an additional 75 days to October 15, 2022. All other provisions of the MOU remain unchanged.

IN WITNESS WHEREOF the Parties have caused their authorized representatives to execute this Amended MOU and set their hands and seals of the date first written above.

CITY OF CHARLESTON

By: ______________________

Its: ______________________

Dated: _____________________

LANDMARK ENTERPRISES SERVICES, LLC
Dba Landmark Enterprises

By: ______________________

Its: ______________________

Dated: _____________________
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1989 MAYBANK HIGHWAY (1.52 ACRE) (TMS# 343-03-00-208), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY MAYWOOD, LLC.

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

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

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

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

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

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1989 Maybank Highway, (1.52 acre) is identified by the Charleston County Assessors Office as TMS# 343-03-00-208, (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: 1989 Maybank Highway  
Presented to Council: 7/19/2022  
Owner Names: Maywood, LLC  
Status: Received Signed Petition  
Parcel ID: 3430300208  
Year Built: 2021  
Number of Units: 1  
Number of Persons: 0  
Race: Commercial  
Acreage: 1.52  
Current Land Use: Commercial  
Current Zoning: OD_JA-MHiC, PD  
Requested Zoning: GB  
Recommended Zoning: GB  
Appraised Value: $1,522,853.00  
Assessed Value: $91,370.00  
Stormwater Fees: To Be Calculated

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 13</td>
</tr>
<tr>
<td>Public Service</td>
<td></td>
</tr>
<tr>
<td>Sanitation</td>
<td>Located in existing contract area. Commercial property.</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>Good Condition</td>
</tr>
<tr>
<td>Signage</td>
<td>Good Condition</td>
</tr>
<tr>
<td>Pavement Markings</td>
<td>Good Condition</td>
</tr>
<tr>
<td>Charleston Water System</td>
<td>CWS provides water. James Island PSD provides sewer.</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>15-18 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: James Island

Property Address: 1989 Maybank Highway

Tax Map # (TMS): 3430300208

Area (Acres): 1.52

Council District: 11
WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the inexation 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 inexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting inexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:
AID PROPERTY, located on James Island (approximately 1.52 acres) to be annexed entitled by the Charleston County Assessors Office as Property Identification Number: MS# 3430300208 (Address: 1989 Maybank Highway, Charleston, South Carolina, 29412).

OW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

RECEIVERS (OWNERS) SIGNED

[Signature]

randon Linden, Manager

(Date)

(Date)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1978 MAYBANK HIGHWAY (.38 ACRE) (TMS# 343-03-00-198), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY BRIAN TANNER AND GEORGE VASILIOS.

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 annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1978 Maybank Highway, (.38 acre) is identified by the Charleston County Assessors Office as TMS# 343-03-00-198, (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:** 1978 Maybank Highway  
**Owner Names:** Brian Tanner and George Vasilos  
**Parcel ID:** 3430300198  
**Mailing Address:** 1978 Maybank Highway  
**City Area:** Charleston, SC 29412  
**Subdivision:** James Island  
**Council District:** 11  
**Within UGB:** Yes  
**Presented to Council:** 7/19/2022  
**Status:** Received Signed Petition  
**Year Built:** 1949  
**Number of Units:** 1  
**Number of Persons:** 0  
**Race:** Commercial  
**Acreage:** .38  
**Current Land Use:** Commercial  
**Current Zoning:** OD_JA-MHC, CC  
**Requested Zoning:** GB  
**Recommended Zoning:** GB  
**Appraised Value:** $750,018.00  
**Assessed Value:** $46,000.00  
**Stormwater Fees:** To Be Calculated

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
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<td><strong>Public Service</strong></td>
<td></td>
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</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><strong>Traffic and Transportation</strong></td>
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<td>None</td>
</tr>
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<tr>
<td>Pavement Markings</td>
<td>None</td>
</tr>
<tr>
<td>Charleston Water System</td>
<td>CWS provides water. James Island PSD provides sewer.</td>
</tr>
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<td><strong>Planning</strong></td>
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<td>Urban Growth Line</td>
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<tr>
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<tr>
<td>Elevation Range</td>
<td>19-22 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: James Island

Property Address: 1978 Maybank Highway

Tax Map # (TMS): 3430300198

Area (Acres): 0.38

Council District: 11
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:
SAID PROPERTY, located on James Island (approximatel_38_ acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3430300198 (Address: 1978 Maybank Highway, Charleston, South Carolina, 29412).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

(Signature)

(Print Name)

(Signature)

(Date)

(Date)

(Date)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 22 OAKDALE PLACE (.24 ACRE) (TMS# 418-10-00-104), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 9. THE PROPERTY IS OWNED BY KAYLEY SEAWRIGHT.

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

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

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

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

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

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

SAID PROPERTY to be annexed, 22 Oakdale Place, (.24 acre) is identified by the Charleston County Assessors Office as TMS# 418-10-00-104, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of __________ , in the Year of Our Lord, ________, in the ______ Year of the Independence of the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council
### Annexation Profile

**Parcel Address:** 22 Oakdale Place  
**Owner Names:** Kayley Seawright  
**Parcel ID:** 4181000104  
**Presented to Council:** 7/19/2022  
**Status:** Received Signed Petition  
**Year Built:** 1947  
**Number of Units:** 1  
**Number of Persons:** 1  
**Race:** Caucasian  
**Acreage:** 24  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-1  
**Recommended Zoning:** SR-1  
**Appraised Value:** $373,750.00  
**Assessed Value:** $14,950.00  
**Stormwater Fees:** 120.00

| **Mailing Address:** 22 Oakdale Place  
**City Area:** West Ashley  
**Subdivision:** Avondale  
**Council District:** 9  
**Within UGB:** Yes |

| **Police** | Located in existing service area - Team 4 |
| **Fire** | Located in existing service area - Station 10 |

| **Public Service** |
| **Sanitation** | Located in existing service area. One additional stop. |
| **Storm Water** | Contiguous to existing service area. |
| **Streets and Sidewalks** | No additional City-maintained right-of-way |

| **Traffic and Transportation** |
| **Signalization** | None |
| **Signage** | None |
| **Pavement Markings** | None |

| **Charleston Water System** | CWS service area. |

| **Planning** |
| **Urban Growth Line** | Property is a developed site within the line. |
| **City Plan** | Development and zoning are consistent with the City Plan. |
| **Elevation Range** | 10-12 ft |

| **Parks** | Already being served. |

**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: 22 Oakdale Place

Tax Map # (TMS): 4181000104

Area (Acres): 0.24

Council District: 9
STATE OF SOUTH CAROLINA )
                        ) PETITION FOR ANNEXATION
COUNTY OF CHARLESTON   )

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 \( \frac{1}{4} \) acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 4181000104 (Address: 22 Oakdale Place, Charleston, South Carolina, 29407).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

\[\text{Signature}\]

\[\text{Print Name}\]

DATE OF SIGNATURE

\[\text{Date}\]

\[\text{Signature}\]

\[\text{Date}\]

\[\text{Print Name}\]
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 5 OAKDALE PLACE (0.22 ACRE) (TMS# 418-15-00-042), 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 3. THE PROPERTY IS OWNED BY ALLISON AND JAMES LUTZ.

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 3 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 5 Oakdale Place, (0.22 acre) is identified by the Charleston County Assessors Office as TMS# 418-15-00-042, (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 the Independence of
the United States of America.

By:

________________________
John J. Tecklenburg
Mayor

Attest:

________________________
Jennifer Cook
Clerk of Council
# Annexation Profile

**Parcel Address:** 5 Oakdale Place

**Owner Names:** Allison and James Lutz

**Parcel ID:** 4181500042

**Presented to Council:** 7/19/2022  
**Status:** Received Signed Petition  
**Year Built:** 1948  
**Number of Units:** 1  
**Number of Persons:** 3  
**Race:** Caucasian  
**Acreage:** 0.22  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-1  
**Recommended Zoning:** SR-1  
**Appraised Value:** $580,900.00  
**Assessed Value:** $23,240.00  
**Stormwater Fees:** 120.00

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 10</td>
</tr>
</tbody>
</table>

## Public Service

### Sanitation
Located in existing contract area. One additional stop.

### Storm Water
Contiguous to existing service area.

### Streets and Sidewalks
No additional City-maintained right-of-way

### Traffic and Transportation

<table>
<thead>
<tr>
<th>Signalization</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signage</td>
<td>None</td>
</tr>
<tr>
<td>Pavement Markings</td>
<td>None</td>
</tr>
</tbody>
</table>

### Charleston Water System
CWS service area.

## Planning

### Urban Growth Line
Property is a developed site within the line.

### City Plan
Development and zoning are consistent with the City Plan.

### Elevation Range
10-12 ft

### Parks
Already being served.

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

Location: West Ashley

Property Address: 5 Oakdale Place

Tax Map # (TMS): 4181500042

Area (Acres): 0.22

Council District: 3

Legend

- Parcels
- Water
- Charleston City Limits

Annexation Area

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

Date: 6/17/2022
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

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 2.25 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 41815000063 (Address: 5 Oakdale Place, Charleston, SC 29407)

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

(Signature)

(Date)

(Print Name)

(Street Address)

DATE OF SIGNATURE

6-2-2022

(Street Address)

6/2/2022
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 31 AVONDALE AVENUE (0.35 ACRE) (TMS# 418-14-00-029), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 9. THE PROPERTY IS OWNED BY JAMES AND ASHLEY MACKINTOSH.

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

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

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

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

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

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

SAID PROPERTY to be annexed, 31 Avondale Avenue, (0.35 acre) is identified by the Charleston County Assessors Office as TMS# 418-14-00-029, (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 Cock
Clerk of Council
# Annexation Profile

**Parcel Address:** 31 Avondale Avenue  
**Presented to Council:** 7/19/2022  
**Status:** Received Signed Petition  
**Year Built:** 1942  
**Number of Units:** 1  
**Number of Persons:** 4  
**Race:** Caucasian  
**Acresage:** 0.35  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-1  
**Recommended Zoning:** SR-1  
**Appraised Value:** $395,200.00  
**Assessed Value:** $15,810.00  
**Stormwater Fees:** $120.00

| Mailing Address: | 31 Avondale Avenue  
| City Area: | West Ashley  
| Subdivision: | Avondale  
| Council District: | 9  
| Within UGB: | Yes  

| Police | Located in existing service area - Team 4  
| Fire | Located in existing service area - Station 10  
| **Public Service** |  
| Sanitation | Located in existing service area. One additional stop.  
| Storm Water | Contiguous to existing service area.  
| Streets and Sidewalks | No additional City-maintained right-of-way  
| **Traffic and Transportation** |  
| Signalization | None  
| Signage | None  
| Pavement Markings | None  
| **Charleston Water System** | CWS service area.  
| **Planning** |  
| Urban Growth Line | Property is a developed site within the line.  
| City Plan | Development and zoning are consistent with the City Plan.  
| Elevation Range | 15-18 ft  
| Parks | Already being served.

**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: 31 Avondale Avenue

Tax Map # (TMS): 4181400029

Area (Acres): approx 0.35

Council District: 9
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 0.29 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 4181400029 (Address: 31 Avondale Avenue, Charleston, South Carolina, 29407).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

James O. Macintosh IV

DATE OF SIGNATURE

6/13/2022

(Date)

(Print Name)

(Signature)

Ashley Macintosh

(Date)

(Print Name)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 4 TOVEY ROAD (0.17 ACRE) (TMS# 418-10-00-109), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 9. THE PROPERTY IS OWNED BY JOHN BOUVEETTE.

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 4 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 4 Tovey Road, (0.17 acre) is identified by the Charleston County Assessors Office as TMS# 418-10-00-109, (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: 4 Tovey Road

Owner Names: John Bouvette

Parcel ID: 4181000109

Mailing Address: 4 Tovey Road
City Area: West Ashley
Council District: 9
Within UGB: Yes

Presented to Council: 7/19/2022
Status: Received Signed Petition
Year Built: 1990
Number of Units: 1
Number of Persons: 2
Race: Caucasian
Acreage: 0.17
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-2
Recommended Zoning: SR-2
Appraised Value: $152,605.00
Assessed Value: $9,160.00
Stormwater Fees: 120.00

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 10</td>
</tr>
<tr>
<td>Public Service</td>
<td></td>
</tr>
<tr>
<td>Sanitation</td>
<td>Located in existing contract 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>
</tbody>
</table>

Planning

Urban Growth Line Property is a developed site within the line.
City Plan Development and zoning are consistent with the City Plan.
Elevation Range 10-12 ft
Parks Already being served.

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: 4 Tovey Road

Tax Map # (TMS): 4181000109

Area (Acres): 0.17

Council District: 9
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.17 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 418 1000 109 (Address: 4 TOVEY ROAD, CHARLESTON 50 2940)

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.

FREETHOLDERS (OWNERS) SIGNED

[Signature]

(Print Name)

DATE OF SIGNATURE

6.15.2022

(Date)