



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:30 p.m., September 10, 2019 at City Hall, 80 Broad Street, First Floor Conference Room. The agenda will be as follows:

AGENDA

Invocation – Chairman Moody

Approval of Minutes: August 20, 2019

- a. Request approval for the Mayor to execute a Memorandum of Agreement between the City of Charleston and Ashley Hall for the City's use of Ashley Hall's athletic fields at 3289 Plow Ground Road, Johns Island, and Ashley Hall's use of the City's athletic fields at Coach Stanley Chisolm Park at 2045 Austin Avenue, Charleston (TMS: 466-00-00-021)
- b. Request the Mayor and City Council approve the repurchase of 36 Cooper Street, a single family house which was sold to a City employee, Benjamin Greene, subject to the City of Charleston Single Family Affordable Housing Restrictive Covenants. Mr. Greene is deceased. The City attempted to repurchase this property at the foreclosure auction on two (2) prior occasions but was unsuccessful. At the August 6, 2019 auction, Mr. Greg Cook was the highest bidder. He has assigned his bid to the City after realizing that he could not comply with covenants. The re-acquisition price of the property is \$60,000. The plan is to redevelop for affordable housing. (TMS: 459-06-01—008; 36 Cooper Street)
- c. Ordinance Authorizing Mayor to Execute Second Amendment of Restrictive Covenants between City of Charleston and American College of the Building Arts. ***(To be sent under separate cover by the Legal Department)***
- d. Second Amendment of Restrictive Covenants between City of Charleston and American College of the Building Arts. ***(To be sent under separate cover by the Legal Department)***

e. Consider the following annexations:

- (i) 838 Playground Road (TMS# 418-05-00-045) 0.3 acre, West Ashley (District 7). The property is owned by the City of Charleston.
- (ii) Playground Road (TMS# 418-05-00-337) 0.06 acre, West Ashley (District 7). The property is owned by the City of Charleston.
- (iii) Rushland Landing Road (TMS# 311-00-00-309) 3.76 acres, Johns Island (District 5). The property is owned by Martin S. Roache, Reico Harris, and Herb Fraser.

f. Annexation Toolkit Presentation – Tracy McKee, Chief Innovation Officer

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.

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: August 29, 2019

FROM: Stirling Halversen DEPT: Legal

ADDRESS: 2045 Austin Avenue, Charleston, SC (Coach Stanley Chisolm Park)

TMS: 4660000021


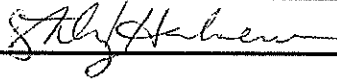
PROPERTY OWNER: City of Charleston

Request approval for the Mayor to execute a Memorandum of Agreement between the City of Charleston and Ashley Hall for the City's use of Ashley Hall's athletic fields at 3289 Plow Ground Road, Johns Island, and Ashley Hall's use of the City's athletic fields at Coach Stanley Chisolm Park at 2045 Austin Avenue, Charleston.

ACTION REQUEST: Chisolm Park at 2045 Austin Avenue, Charleston.

ORDINANCE: Is an ordinance required? Yes No

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

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

FUNDING: Was funding needed? Yes No

If yes, was funding previously approved?* Yes No

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

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

MEMORANDUM OF AGREEMENT

BETWEEN

ASHLEY HALL

AND

THE CITY OF CHARLESTON

Whereas, Ashley Hall Foundation d/b/a Ashley Hall School (hereinafter "Ashley Hall"), a private school authorized to provide education and athletic services in South Carolina, and the City of Charleston (hereinafter the "City"), a municipal corporation in South Carolina, hereby enter into this Memorandum of Agreement (hereinafter "MOA") for the purpose of expanding the use of a parcel of recreation space owned by Ashley Hall, located at 3289 Plow Ground Road, Johns Island, SC 29455 (hereinafter the "Ashley Hall Facility") in exchange for field use by Ashley Hall at the City's Coach Stanley Chisolm Park located at 2045 Austin Avenue, Charleston, SC, 29405 (hereinafter the "City Facility").

- I. PURPOSE: Whereas the City's Department of Recreation is charged with providing recreation programs and services to the community and has the trained staff and supplies to develop athletic sports in the community, this unique partnership with Ashley Hall will allow for privately owned athletic field space to be utilized for community recreation programs. The relationship between the City recreation staff and Ashley Hall will help to provide practice and game space for youth sports on Johns Island and engage more children and families directly in community recreation programs. All use of fields at both facilities must be mutually approved in advance by both parties.
- II. RESPONSIBILITIES OF PARTIES:
- A. Responsibilities of Ashley Hall. Under the terms of this MOA, Ashley Hall shall be responsible for the following activities:
1. Provide the Ashley Hall Facility in good, clean, working condition and on the days and hours to be determined by mutual agreement of the parties.
 2. Provide for the use of restrooms at the Ashley Hall Facility site during staffed recreation programs. It will be the City's responsibility to clean and stock the restrooms when using for City programs.
 3. In the event that the Ashley Hall Facility must be closed for maintenance, Ashley Hall shall provide the City, whenever practical, with five (5) days' advance written notice to allow the City sufficient time to reschedule planned activities.
 4. Ashley Hall reserves the right to suspend or cancel field play at the Ashley Hall Facility at any time and without advance notice, when in the sole discretion of Ashley Hall's Athletic Director or his or her designee, the field conditions are too wet or are otherwise unfit or unsafe for use. In such event, Ashley Hall will notify the City as soon as practicable and coordinate to reschedule the suspended or cancelled field play to a mutually agreed upon time.
 5. A written plan for supervision and security shall be agreed upon by the parties prior to the City's use of the Ashley Hall Facility for its programs.
 6. Provide an Ashley Hall contact person for coordination and concerns.
 7. Maintain and provide general field maintenance to the Ashley Hall Facility. This will include mowing the turf, painting the fields for recreation use, and removing trash regularly from the Ashley Hall Facility.
 8. Ashley Hall agrees that its use of the City Facility shall be in accordance with any posted rules and the regulations provided in Chapter 22, Article I of the City of Charleston Code of Ordinances.
 9. Maintain the City Facility in a clean, neat and orderly condition at all times during Ashley Hall's use. Ashley Hall will notify the City immediately of any damage or maintenance and repairs required at the City Facility.
 10. Ashley Hall agrees that its use of the City Facility will be limited to the areas mutually agreed upon and designated by the City and will not impede the public's access to or otherwise interfere with the City's practices, games, clinics

or other scheduled activities at the City Facility.

11. Ashley Hall agrees to meet with City prior to each season to prepare a mutually agreed upon schedule for the City's use of the Ashley Hall Facility.

B. Responsibilities of the City. Under the terms of this MOA, the City shall be responsible for the following activities:

1. Provide Department of Recreation staff to develop and implement recreation youth sports programs for Johns Island residents at the Ashley Hall Facility. The recreation programs will be administered by the City's Department of Recreation.
2. Develop a written program description and rules and regulations for field use at the Ashley Hall Facility which shall be agreed upon by the parties.
3. Provide all recreation supplies for the recreation youth sports leagues utilizing the Ashley Hall Facility, including but not limited to, shirts for team jerseys, goals, balls, and other supplies for the field as necessary.
4. Clean and stock the restrooms at the Ashley Hall Facility for each City use.
5. Maintain the Ashley Hall Facility in a clean, neat and orderly condition at all times during the City's use. City will notify Ashley Hall immediately of any damage or maintenance and repairs required at the Ashley Hall Facility.
6. Provide Ashley Hall with an agreed upon space at the City Facility, shown as "Field 4" and "Field 5" on Exhibit A, attached hereto and incorporated herein by reference, on the days and hours to be determined by mutual agreement of the parties for Ashley Hall's competitive lacrosse and soccer practices, games, and clinics. Additional space for use by Ashley Hall may be allowed when it is not being used by City for practices, games, clinics or otherwise scheduled activities, on the days and hours to be determined by mutual agreement of the parties.
7. In the event that the City Facility must be closed for maintenance, the City shall provide Ashley Hall, whenever practical, with five (5) days' advance written notice to allow Ashley Hall sufficient time to reschedule planned activities.
8. The City reserves the right to suspend or cancel field play at the City Facility at any time and without advance notice, when in the sole discretion of the City's Director of Recreation or his or her designee, the field conditions are too wet or are otherwise unfit or unsafe for use. In such event, the City will notify Ashley Hall as soon as practicable and coordinate to reschedule the suspended or cancelled field play to a mutually agreed upon time.
9. Maintain and provide general field maintenance to the City Facility. This will include mowing the turf, painting the fields for recreation use, and removing trash regularly from the City Facility.
10. Provide a contact person in the City's Department of Recreation for coordination and concerns.
11. City agrees to meet with Ashley Hall prior to each season to prepare a mutually agreed upon schedule for Ashley Hall's use of the City Facility.

III. TERMS AND CONDITIONS:

A. Effective Dates.

This MOA shall be effective 9/1/2019 or when all parties have signed, whichever is later, and will terminate on 8/31/2020. This MOA may be renewable for five (5) additional 1-year periods upon the written agreement of both parties.

B. Compensation.

The City will provide the use of the City Facility to Ashley Hall at no charge to Ashley Hall and Ashley Hall will provide the use of the Ashley Hall Facility to the City at no charge to the City. Each party shall be responsible for the cost of any damage resulting from its use of the other party's Facility, normal wear and tear excepted.

C. Termination.

1. **For Convenience:** This Agreement may be terminated by either party by giving written notice at least 30 days prior to the effective date of such termination. No costs shall be allowed for a termination of convenience. No damages shall be allowed for a termination of convenience.
2. **For Default:** If either party fails to comply with the terms of the Agreement, the terminating party shall notify the other party in writing with the specifics regarding such noncompliance. If the noncompliant party fails to cure the noncompliance within fifteen (15) days of the notice, the terminating party shall terminate this Agreement by written notice to the noncompliant party within thirty (30) days thereafter. The noncompliant party shall not be entitled to any costs or damages resulting from termination under this section.

D. Amendment.

This document contains the entire agreement between the parties hereto and all previous negotiations leading thereto. Any changes to this MOA, which are mutually agreed upon between Ashley Hall and the City, shall be incorporated in written amendment to this MOA and will not become effective until the amendment is signed by all parties.

E. Indemnity.

Ashley Hall agrees to indemnify and save harmless the City and the City's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of Ashley Hall, its agents, contractors, subcontractors, or employees resulting from the use of the Facilities under this MOA. When the City submits notice, Ashley Hall shall promptly defend any aforementioned action at no cost to the City. This obligation shall survive the suspension or termination of this MOA. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation.

F. Insurance.

The City agrees to maintain insurance coverage to the limits of liability as set forth in the South Carolina Tort Claims Act (S.C. Code Ann. § 15-78-10 et seq., as amended).

During the term of this MOA, Ashley Hall agrees to maintain general liability and property damage insurance coverage in the amount of at least One Million (\$1,000,000.00) Dollars with a written endorsement naming the City of Charleston as an additional insured. The endorsement shall provide that Ashley Hall's liability insurance policy shall be primary, and that any liability insurance of the City shall be secondary and noncontributory. Upon request, Ashley Hall shall furnish a certificate evidencing such insurance policy and providing that such policy shall not be cancelled unless at least thirty (30) days prior written notice has been given to the City. Cancellation of insurance shall be grounds for the immediate termination of this MOA.

G. Non-Discrimination.

No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this MOA on the grounds of race, handicap, color, sex, religion, age, health status or national origin.

H. Evaluation of MOA.

Appropriate staff of the City and Ashley Hall will meet annually to evaluate this MOA based on the responsibilities for each party listed under Section II of this Agreement.

I. No Assignment.

Neither party shall have the right to sublease or assign this MOA or any right herein.

J. No Alterations or Improvements.

Neither party shall make any alterations or improvements, including signage and personal property, to the other party's Facility.

K. Governing Law.

This MOA shall be construed and enforced in accordance with the laws of the State of South Carolina. All disputes, claims or controversies relating to the MOA shall be litigated only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina.

L. Notice.

All notices required under this Agreement to either of the parties hereto shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To City:

John J. Tecklenburg, Mayor
City of Charleston
80 Broad Street
Charleston, SC 29401

To Ashley Hall:

Mark D. Semo, CFO
Ashley Hall
173 Rutledge Ave
Charleston, SC 29403

With copies to:

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

City of Charleston Recreation Department
Laurie C. Yarbrough
823 Meeting Street
Charleston, SC 29403

M. Force Majeure.

If the performance of this Agreement is subject to any circumstances making it illegal or impossible to perform, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities, this Agreement is automatically terminated.

N. Legal Status.

This Agreement does not constitute or give rise to a legal partnership or joint venture between Ashley Hall and the City. Each party shall operate under the terms of the Agreement as an independent entity and not as a legal agent or legal representative of the other and shall not make any representation to the public that it is such a legal representative of the other. Neither Ashley Hall nor the City may create any obligations or responsibilities, express or implied, on behalf of or in the name of the other.

O. Waiver of Contractual Rights.

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

P. Severability.

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

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed and delivered by the duly authorized officers of the parties hereto.

AS TO ASHLEY HALL

BY: Mark Semo
Mark Semo CFO

DATE: 8/21/19

WITNESSES

Just Morrison

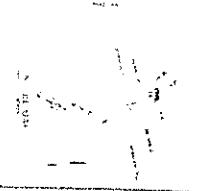
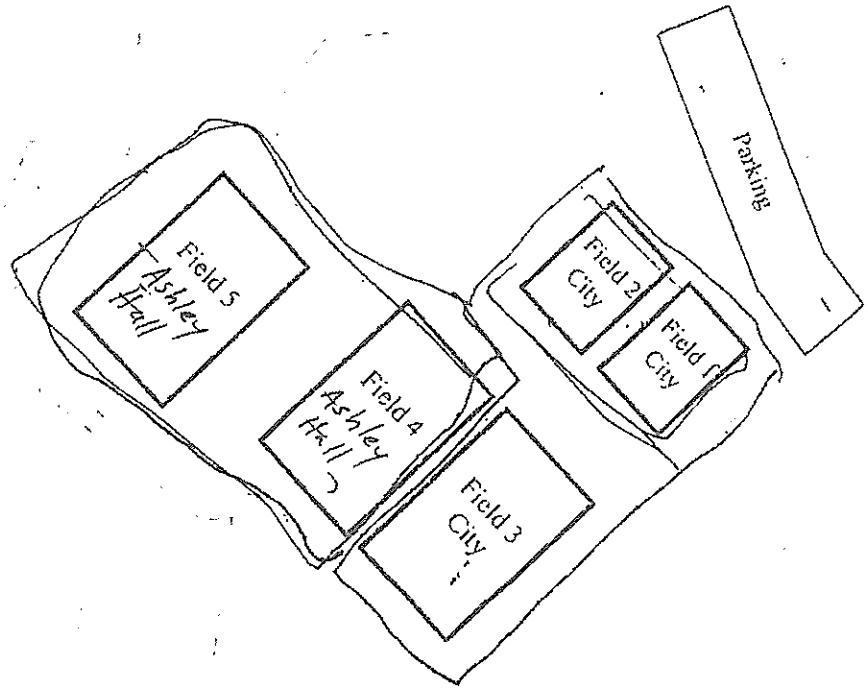
AS TO THE CITY OF CHARLESTON

BY: _____
John J. Tecklenburg,
Mayor

DATE: _____

EXHIBIT A
(Diagram of Fields at City Facility)

Hall 2 - Exhibit A
Mar 25 2014



DATE: 3/25/14
BY: [illegible]
[illegible]
[illegible]
[illegible]

DATE: 3/25/14
BY: [illegible]
[illegible]
[illegible]



b.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: August 28, 2019

FROM: Geona Shaw Johnson DEPT: HCD

ADDRESS: 36 Cooper Street, Charleston, South Carolina 29403

TMS: 459-06-01-008

PROPERTY OWNER: South State Bank

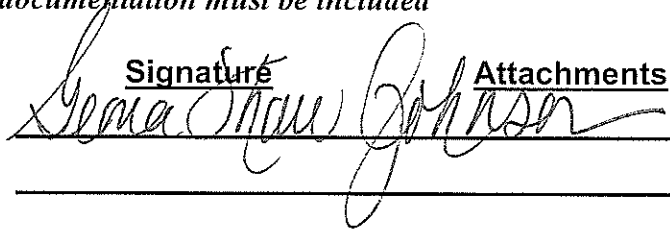
Request the Mayor and City Council approve the repurchase of 36 Cooper Street, a single family house which was sold to a City employee, Benjamin Greene, subject to the City of Charleston Single Family Affordable Housing Restrictive Covenants. Mr. Greene is deceased. The City attempted to repurchase this property at the foreclosure auction on two (2) prior occasions but was unsuccessful. At the August 6, 2019 auction, Mr. Greg Cook was the highest bidder. He has assigned his bid to the City after realizing that he could not comply with the covenants. The re-acquisition price of the property is \$60,000.00. The plan is to redevelop for affordable housing.

ACTION REQUEST: housing.

ORDINANCE: Is an ordinance required? Yes No

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

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

FUNDING: Was funding needed? Yes No

If yes, was funding previously approved?* Yes No

*If approved, provide the following: Dept/Div. 473020 Acct: 52206

Balance in Account \$3,196,695 Amount needed for this item \$60,000.00

NEED: Identify any critical time constraint(s).

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: August 28, 2019

FROM: Geona Shaw Johnson DEPT: HCD

ADDRESS: 36 Cooper Street, Charleston, South Carolina 29403

TMS: 459-06-01-008

PROPERTY OWNER: South State Bank

Request the Mayor and City Council approve the repurchase of 36 Cooper Street, a single family house which was sold to a City employee, Benjamin Greene, subject to the City of Charleston Single Family Affordable Housing Restrictive Covenants. Mr. Greene is deceased. The City attempted to repurchase this property at the foreclosure auction on two (2) prior occasions but was unsuccessful. At the August 6, 2019 auction, Mr. Greg Cook was the highest bidder. He has assigned his bid to the City after realizing that he could not comply with the covenants. The re-acquisition price of the property is \$60,000.00. The plan is to redevelop for affordable housing.

ACTION REQUEST: _____

ORDINANCE: Is an ordinance required? Yes No

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

ACQUISITION Seller (Property Owner) _____ Purchaser _____

DONATION/TRANSFER
Donated By: _____

FORECLOSURE
Terms: _____

PURCHASE
Terms: _____

CONDEMNATION
Terms: _____

OTHER
Terms: _____

SALE Seller (Property Owner) City of Charleston Purchaser Christina Ford Williams

NON-PROFIT ORG, please name _____
Terms: _____

COMMERCIAL REAL ESTATE FORM

OTHER
Terms: _____

EASEMENT | Grantor (Property Owner) _____ Grantee _____

PERMANENT
Terms: _____

TEMPORARY
Terms: _____

LEASE Lessor: _____ Lessee: _____

INITIAL
Terms: _____

RENEWAL
Terms: _____

AMENDMENT
Terms: _____

Improvement of Property
Owner: _____
Terms: _____

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

Yes No N/A

Results: _____

Signature: _____

Director Real Estate Management

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

NEED: Identify any critical time constraint(s).

PREP SHEET FOR MASTER'S DEED
CASE NO. 2018-CP-10-01215

South State Bank, PLAINTIFF

vs.

Benjamin Green (Estate of), et al. DEFENDANT(S)

DATE OF SALE: August 06, 2019 @ 11:00 AM

PLAINTIFF'S ATTORNEY: Elizabeth A. Blackwell, Esquire

TELEPHONE #: (843) 579-8303

HIGH BIDDER: Greg Cook AMOUNT OF BID: \$ 60,000.00
ADDRESS: 7620 Rivers Ave Suite 370 North Chas, SC 29406
TELEPHONE #: 843.343.3030 DEPOSIT \$ 3,000.00 BALANCE DUE: \$ 57,000.00
DATE BALANCE DUE: September 5, 2019
GRANTEE'S NAME AND ADDRESS: _____

TMS #: 459-06-01-008
Property address: 36 Cooper Street, Charleston, South Carolina 29403

MASTER'S COSTS	
DEPOSIT	_____
Master's Hearing	_____
County's Commission	_____
Master's Deed	_____
TOTAL	_____
LESS DEPOSIT	_____
BALANCE DUE MASTER FOR COSTS	_____

ASSIGNMENT OF BID
The above is hereby assigned to:
NAME: City of Charleston
ADDRESS: 75 Calhoun, Charleston 29401
High Bidder Signature: [Signature]
Date: August 27, 2019

Peters, Florence

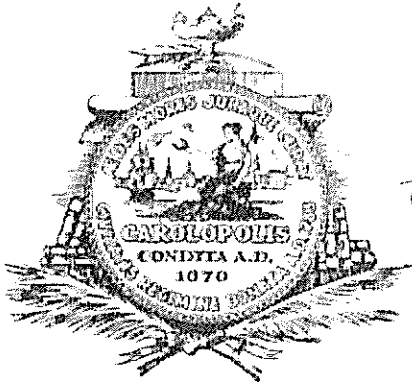
From: McQueeney, Daniel
Sent: Tuesday, July 02, 2019 11:52 AM
To: Johnson, Geona; Peters, Florence
Cc: Herdina, Susan
Subject: South State Bank v. Green
Attachments: Order Forfeiting Deposit and Rescheduling Sale 6-28-2019.pdf

Geona and Florence:

In this mortgage foreclosure action, the City holds affordable housing restrictions on the subject property, located at 36 Cooper Street. I have filed an answer, and the Master ordered the subject property sold subject to the restrictions. The property was offered for sale on May 7, 2019. The high bidder forfeited her deposit, and the property will be re-advertised for public sale. I assume the public sale will be held on Tuesday, August 6, 2019, but I will let you know if I receive anything more definite. Thank you.

Chip McQueeney

Daniel S. (“Chip”) McQueeney, Jr. | Assistant Corporation Counsel
City of Charleston | Legal Department
50 Broad Street | Charleston, SC 29401
T: 843-724-3730 | F: 843-724-3706 | mcqueeneyd@charleston-sc.gov | www.charleston-sc.gov



City of Charleston

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

South State Bank,

PLAINTIFF,

vs.

The Estate of Benjamin Green via the personal representative Shakayla Simmons, Benjamin Green, Jr., Shakayla Simmons, the City of Charleston, the United States of America by and through its agency the Internal Revenue Service, and G&N Bernet, Inc. d/b/a Money Bernet,

DEFENDANTS.

(40000-00460 E.A13)

IN THE COURT OF COMMON PLEAS
C/A NO: 2018-CP-10-00 · 1215

**ORDER FORFEITING DEPOSIT FOR
SALE HELD MAY 7, 2019 AND
RESCHEDULING SALE**

FILED
2019 JUN 28 PM 12:35
JULIE J. ARDIS
CLERK OF COURT

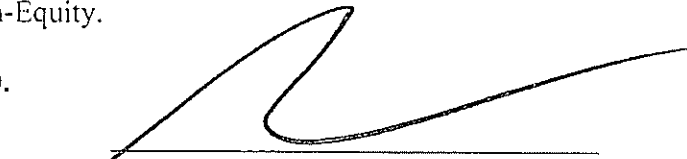
WHEREAS, under the Master in Equity Judgment of Foreclosure and Sale dated March 25, 2019, the property, which is the subject of the foreclosure action (TMS # 459-06-01-008), was offered for sale to the highest bidder on May 7, 2019, and the Court received a high bid from Third-Party Bidder, Jennifer Berwick Slater, in the amount of \$192,000.00, and a deposit thereafter submitted in the amount of \$9,600.00.

WHEREAS the successful bidder has represented to this court that she is unable to fully comply with her bid.

THEREFORE it is hereby **ORDERED** that third party bidder Jennifer Berwick Slater shall forfeit her five (5%) percent deposit of \$9,600.00, said bidder, or anyone on her behalf, be barred from bidding at future foreclosure sales at this time. Finally, the notice of foreclosure sale for this property shall be republished according to law, and the sale shall be rescheduled to the next available date for the Master-in-Equity.

AND IT IS SO ORDERED.

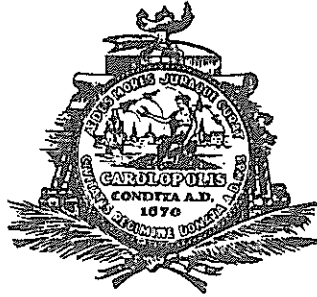
6/24/19



Mikell R. Scarborough
Master in Equity, Charleston County

Charleston, South Carolina
June ____, 2019

e(i).



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 838 PLAYGROUND ROAD (0.3 ACRE) (TMS# 418-05-00-045), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 7. THE PROPERTY IS OWNED BY CITY OF CHARLESTON.

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

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

- A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
- C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 7 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 838 Playground Road, (0.3 acre) is identified by the Charleston County Assessors Office as TMS# 418-05-00-045, (see attached map).

Section 3. This ordinance shall become effective upon ratification.

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

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 838 Playground Road

Presented to Council: 9/10/2019

Status: Received Signed Petition

Owner Names: City of Charleston

Year Built: 1973

Parcel ID: 4180500045

Number of Units: 1

Number of Persons: 0

Race: Vacant

Acreage: 0.3

Current Land Use: Vacant

Mailing Address: 80 Broad St

Charleston, SC 29401

Current Zoning: R-4

Requested Zoning:

City Area: West Ashley

Recommended Zoning:

Subdivision:

Appraised Value: \$78,800.00

Council District: 7

Assessed Value: \$3,150.00

Within UGB: Yes

Stormwater Fees: NA

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 (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

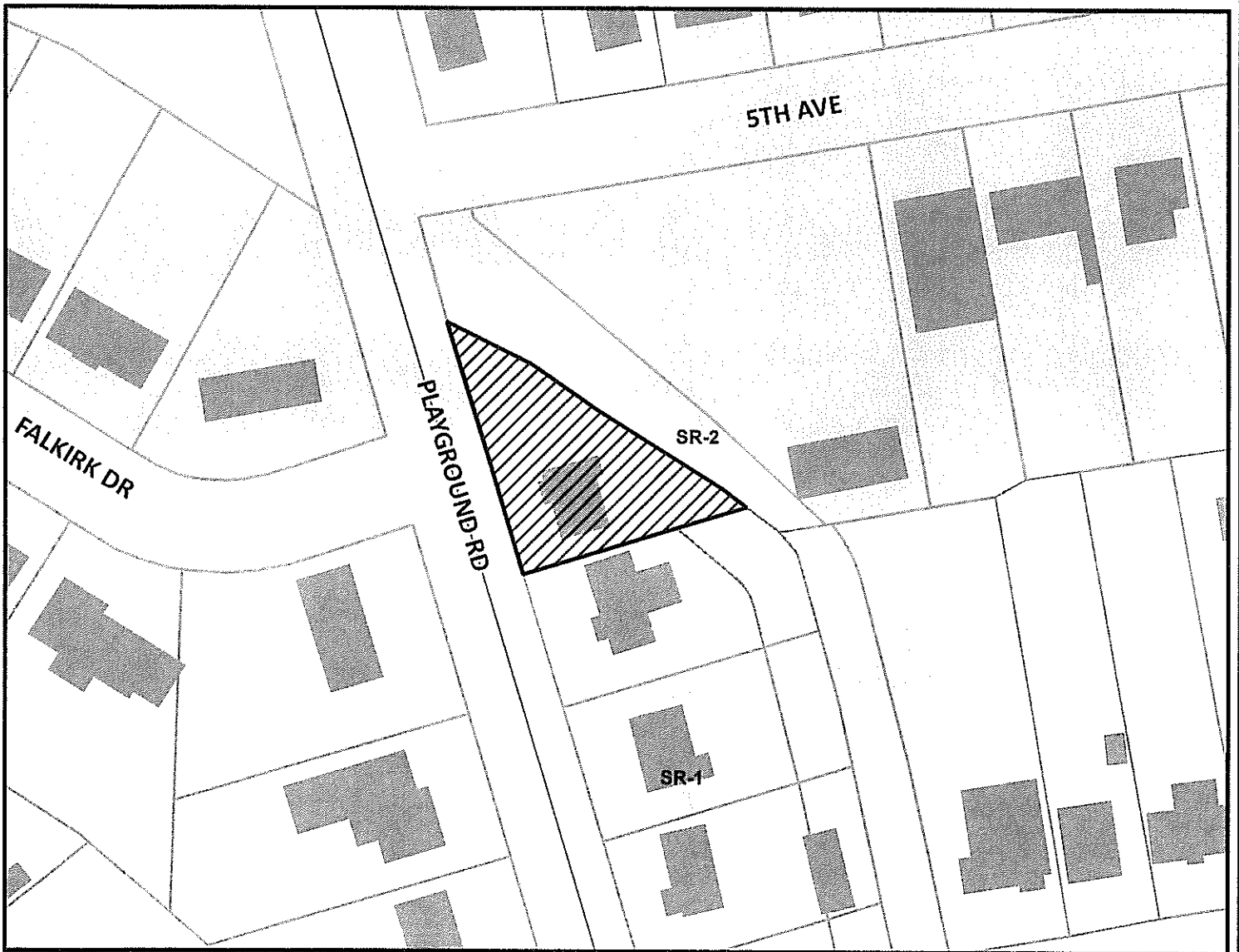
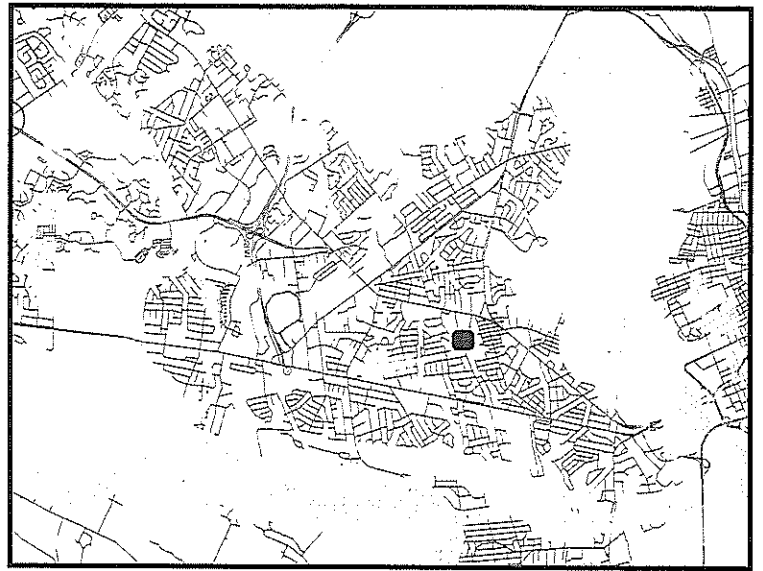
Notes/Comments:

City Plan Recommendation:

The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

Annexation Map

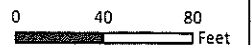
Location: West Ashley
Property Address: 838 Playground Rd
Tax Map # (TMS): 4180500045
Area (Acres): 0.3
Council District: 7



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

Legend

- Parcels
- Water
- Charleston City Limits
- Annexation Area



e(ii).



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS PLAYGROUND ROAD (0.06 ACRE) (TMS# 418-05-00-337), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 7. THE PROPERTY IS OWNED BY CITY OF CHARLESTON.

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

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

- A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
- B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
- C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 7 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, Playground Road, (0.06 acre) is identified by the Charleston County Assessors Office as TMS# 418-05-00-337, (see attached map).

Section 3. This ordinance shall become effective upon ratification.

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

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: Playground Road

Presented to Council: 9/10/2019

Status: Received Signed Petition

Owner Names: City of Charleston

Year Built: NA

Parcel ID: 4180500337

Number of Units: 0

Number of Persons: 0

Race: Vacant

Acreage: 0.06

Mailing Address: 80 Broad St

Current Land Use: Vacant

Address: Charleston, SC 29401

Current Zoning: R-4

Requested Zoning:

City Area: West Ashley

Recommended Zoning:

Subdivision:

Appraised Value: \$0.00

Council District: 7

Assessed Value: \$0.00

Within UGB: Yes

Stormwater Fees: NA

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 10
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
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 an undeveloped site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

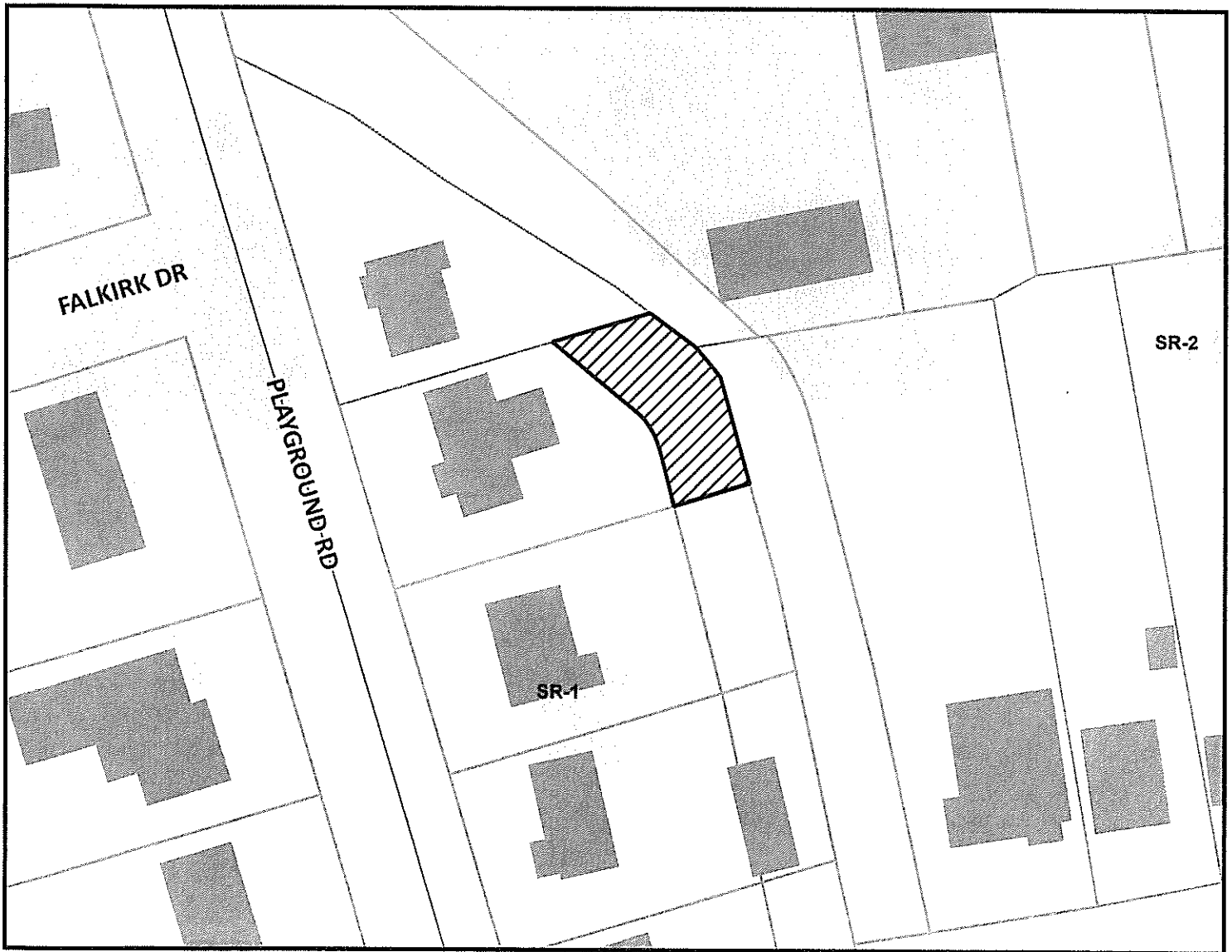
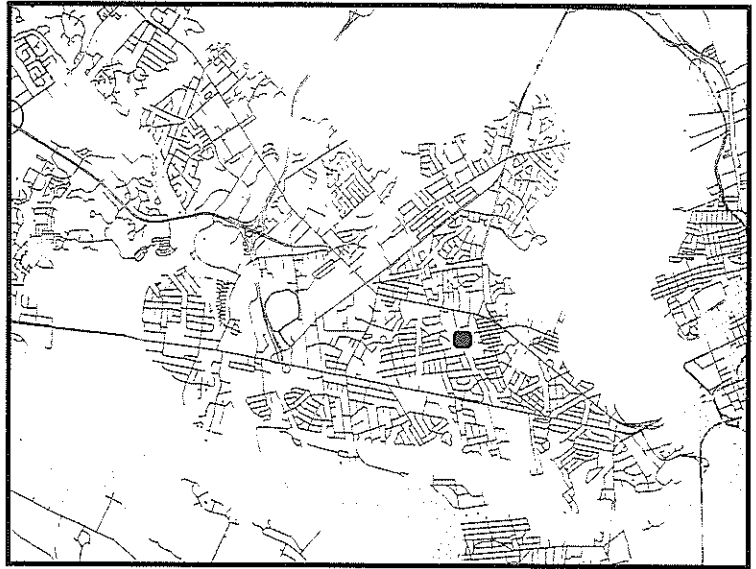
Notes/Comments:

City Plan Recommendation:

The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

Annexation Map

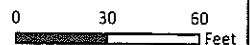
Location: West Ashley
Property Address: Playground Rd
Tax Map # (TMS): 4180500337
Area (Acres): 0.06
Council District: 7



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

Legend

- Parcels
- Water
- Charleston City Limits
- Annexation Area





Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS RUSHLAND LANDING ROAD (3.76 ACRE) (TMS# 311-00-00-309), JOHNS ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. THE PROPERTY IS OWNED BY MARTIN S ROACHE, REICO HARRIS, AND HERB FRASER.

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 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, Rushland Landing Road, (3.76 acres) is identified by the Charleston County Assessors Office as TMS# 311-00-00-309, (see attached map).

Section 3. This ordinance shall become effective upon ratification.

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

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: Rushland Landing Road

Presented to Council: 9/10/2019

Status: Received Signed Petition

Owner Names: Martin S Roache, Reico Harris, and Herb Fraser

Year Built: NA

Parcel ID: 3110000309

Number of Units: 0

Number of Persons: 0

Race: NA

Acreage: 3.76

Mailing Address: 104 Riviera Dr
Summerville, SC 29483

Current Land Use: Vacant, undeveloped

Current Zoning: R-4

Requested Zoning:

City Area: Johns Island

Recommended Zoning: RR-1

Subdivision:

Appraised Value: \$45,000.00

Council District: 5

Assessed Value: \$2,700.00

Within UGB: Yes

Stormwater Fees: To Be Calculated

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 17
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
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	St. Johns Water Service Area, CWS Sewer Service Area.
Planning	
Urban Growth Line	Property is an undeveloped site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation:

The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

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 on Johns Island (approximately 3.76 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 311-00-00-309 (Address: Rushland Landing Rd).

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

Dated this 22nd day of
August, 2019

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

M. S. Roache
(Signature)

08/22/2019
(Date)

MARTIN S. ROACHE
(Print Name)

[Signature]
(Signature)

8/26/2019
(Date)

Reico Harris
(Print Name)

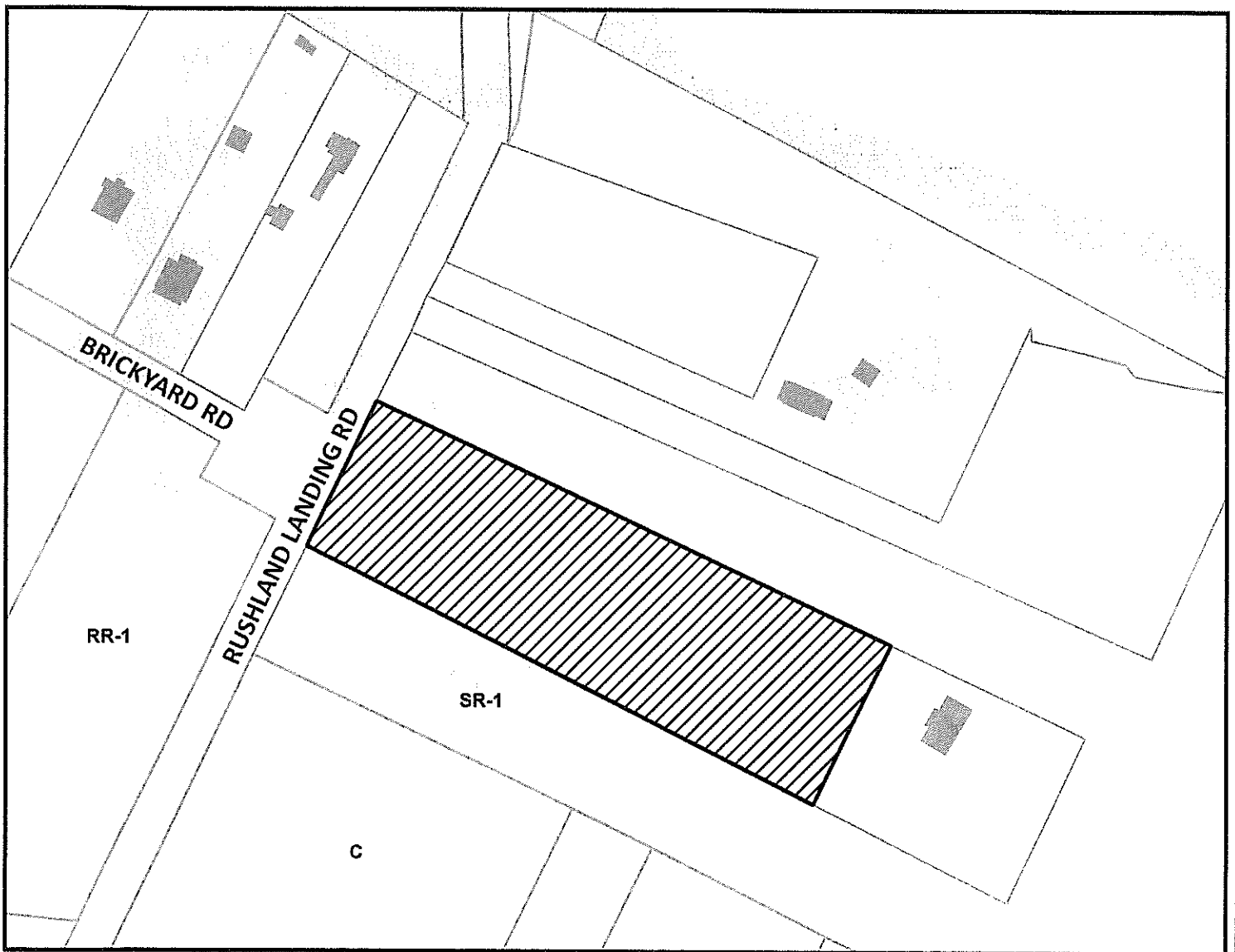
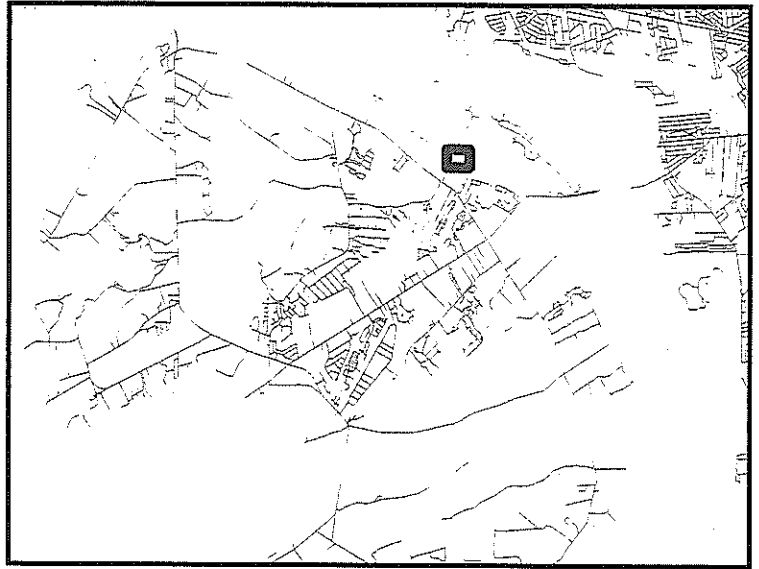
[Signature]
(SIGNATURE)

8/26/2019
(DATE)

Herbert Fraser - Rahim
(PRINT NAME)

Annexation Map

Location: Johns Island
Property Address: Rushland Landing Rd
Tax Map # (TMS): 3110000309
Area (Acres): 3.76
Council District: 5



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

Date: 8/27/2019

Legend

- Parcels
- Water
- Charleston City Limits
- Annexation Area



0 50 100 200
Feet