PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA

There will be a meeting of the Public Works and Utilities Committee on September 12, 2022 to begin at 5:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

1. July 18, 2022
2. August 15, 2022

C. Request to Set a Public Hearing

1. Request to Set a Public Hearing on the Closing and Abandonment of a portion of North Sterling Drive.

D. Old Business

None

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

1. The Pointe at Rhodes Crossing. Authorization for the acceptance and dedication of those certain rights of ways designated as Arabella Street (50' R/W, 644 LF), Evening Star Place (50' R/W, 960 LF), Safe Harbor Way (50' R/W, 1,063 LF), Salmon Dodger Street (50' R/W, 240 LF).

   A. Title to Real Estate
   B. Affidavit for Taxable or Exempt Transfers
   C. Exclusive Stormwater Drainage Easement Agreement
   D. Plat

This subdivision consists of 75 lots.
2. Battery Haig, Phase II. Authorization for the acceptance and dedication of those certain rights of ways designated as a portion of South SHORE Drive (50' R/W, 149 LF)
   A. Title to Real Estate
   B. Affidavit for Taxable or Exempt Transfers
   C. Exclusive Stormwater Drainage Easement Agreement
   D. Plat
   This subdivision consists of 8 lots.

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

1. 125 King Street- Placement of 2 small tables and 2 chairs in right of way. This encroachment is temporary.
2. 1532 Charming Nancy- Place fence in drainage easement. This encroachment is temporary.
3. 465 Meeting Street, Totality Medispa- Install right angle sign in right of way. This encroachment is temporary.
4. 1928 Chestnut Oak Lane- Install fence in drainage easement. This encroachment is temporary.
5. 1928 Chestnut Oak Lane- Installation of a portion of pool decking in a drainage easement. This encroachment is temporary.

G. Public Service Department Update

1. Approval of an Ordinance, “Authorizing the Mayor to execute on behalf of the City a two-year renewable lease license agreement to allow the use of a portion of TMS# 458-01-01-002 (Parcel 5) for ingress and egress to 5 1/2 Alexander Street.”

H. Stormwater Management Department Update

1. Church Creek - Recommend Approval of Professional Services generally related to Plan Review in the Church Creek Basin with Addendum #22 with Woolpert, Inc. for $100,000. Funds are available in the Stormwater Operations Budget.
2. Discussion of Potential Restrictions in the Floodplain for Construction of New Slab on Grade Foundations
I. Miscellaneous Business

Councilmember Keith Waring,
Chairperson

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

KNOW ALL MEN BY THESE PRESENTS, that ASHTON CHARLESTON RESIDENTIAL, LLC ("Grantor") in the state aforesaid, for an in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), to Grantor in hand paid by the CITY OF CHARLESTON, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, all that property more particularly described on Exhibit A, attached hereto and incorporated herein by reference, which is granted, bargained, sold and released for the use of the public forever.

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

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

AND Grantor does hereby bind Grantor and Grantor’s heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said CITY OF CHARLESTON, its successors and assigns, against Grantor and Grantor’s heirs, successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

This being a portion of the property conveyed to Grantor herein by deed of the CW-ASHLEY POINTE, LLC dated May 24, 2021, and recorded May 25, 2021 in Book 0994 at Page 654 in the ROD Office for Charleston County, South Carolina

Grantee’s Mailing Address:

City of Charleston  
Department of Public Service  
Engineering Division  
2 George Street  
Suite 2100  
Charleston, South Carolina 29401

[REMAINDER OF PAGE INTENTIONALLY BLANK]
WITNESS Grantor’s Hand and Seal this 22 day of July, 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signatures]

Witness #1
Print Name: James Cunningham

Witness #2
Print Name: Frances Gigis

GRANTOR:
ASHTON CHARLESTON RESIDENTIAL, LLC

By:
Print Name: Richard Loudin
Its: Vice President of Land Development

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me (the undersigned notary)
Richard Loudin, the Vice President of Land Development for ASHTON
CHARLESTON RESIDENTIAL, LLC, a South Carolina
corporation, on the 22 day of July, 2022, on behalf of the said Grantor.

Signature of Notary: [Signature]
Print Name of Notary: Amy Harmon
Notary Public for South Carolina
My Commission Expires: January 28, 2030

SEAL OF NOTARY

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EXHIBIT A

[LEGAL DESCRIPTION]

All the property underneath, above, and containing that certain rights-of-way shown and designated as "ARABELLA STREET". "EVENING STAR PLACE", "SAFE HARBOR WAY", and "SALMON DODGER STREET", being more fully shown on that certain plat entitled: "FINAL PLAT SHOWING THE SUBDIVISION OF RESIDUAL TMS NO. 286-00-00-444 (41.84 ACRES) INTO THE POINTE AT RHODES CROSSING SUBDIVISION PHASE 2 CONTAINING LOTS 61-135 (10.60 ACRES) RIGHT-OF-WAYS (3.47 ACRES) AND HOA AREAS (27.77 ACRES) PROPERTY OF ASHTON CHARLESTON RESIDENTIAL, LLC LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" by Richard D. Lacey, SCPLS 16120 of HLA, Inc. dated June 15, 2021, revised as shown thereon, and recorded on __________, 2022, in Plat Book ____ at Pages ____ through ____ in the ROD Office for Charleston County, South Carolina, said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is craved for a more complete and accurate legal description.

This being a portion of the property conveyed to Ashton Charleston Residential, LLC by deed of CW-Ashley Pointe, LLC dated May 24, 2021, and recorded May 25, 2021, in Deed Book 0994 at Page 654 in the Register of Deeds Office for Charleston County, South Carolina.
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property was transferred by ASHTON CHARLESTON RESIDENTIAL, LLC to THE CITY OF CHARLESTON on  

3. Check one of the following: The deed is

   (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money’s worth.

   (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.

   (C) ✓ exempt from the deed recording fee because (See Information section of affidavit): _____ #2 (explanation required)

(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes or No __

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):

   (A) _____ The fee is computed on the consideration paid or to be paid in money or money’s worth in the amount of

   (B) _____ The fee is computed on the fair market value of the realty which is

   (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is

5. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If “YES,” the amount of the outstanding balance of this lien or encumbrance is

6. The deed recording fee is computed as follows:

   (A) Place the amount listed in item 4 above here: _________________________

   (B) Place the amount listed in item 5 above here: _________________________

   (If no amount is listed, place zero here.)

   (C) Subtract Line 6(b) from Line 6(a) and place the result here: _________________________

ATET4-2013
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is ____________________________.

8. As required by Code Section ‘12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor ____________________________.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[Signature]

Responsible Person Connected with the Transaction

ASHTON CHARLESTON RESIDENTIAL, LLC
Richard Loudin, Vice President of Land Development
Print or Type Name Here

Sworn this 22 day of July, 20...  
Notary Public for South Carolina
My Commission Expires: January 28, 20...
This Agreement is made and entered into this ___ day of ___ ___ 2022, by and among the CITY OF CHARLESTON, a South Carolina municipality (herein the “City”), ASHTON CHARLESTON RESIDENTIAL L.L.C., a South Carolina limited liability company (herein “Ashton”) and BEAVER HOMES, LLC, a Delaware limited liability company (herein “Beazer”) (collectively, the "Parties").

WHEREAS, Ashton is the owner of that certain tract of property designated as Charleston County tax map number 286-00-00-444 and identified as “RESIDUAL TRACT 41.84 ACRES” on that certain plat recorded October 26, 2017, in the Office of the Register of Deeds for Charleston County, South Carolina in Book 117 at Pages 0553-0555 (the “Ashton Property”);

WHEREAS, Beazer is the owner of that certain tract of property designated as Charleston County tax map number 286-00-00-602 and identified as “TRACT A 974,737.12 sq. ft. 22.377 acres” on that certain plat recorded August 17, 2021, in the Office of the Register of Deeds for Charleston County, South Carolina in Book L21 at Page 0320 (the “Beazer Property”);

WHEREAS, the Ashton Property and the Beazer Property are subject to that certain Declaration of Reciprocal Drainage Easements Agreement recorded September 8, 2015, in the Office of the Register of Deeds for Charleston County, South Carolina in Book 0502, Page 681, as amended by that certain First Amendment Declaration of Reciprocal Drainage Easements Agreement recorded December 10, 2018, in the Office of the Register of Deeds for Charleston County, South Carolina in Book 0766, Page 804, and as further amended by that certain Second Amendment Declaration of Reciprocal Drainage Easements Agreement recorded on or about the date hereof, in the Office of the Register of Deeds for Charleston County, South Carolina (collectively, the “Reciprocal Drainage Easements Agreement”);

WHEREAS, the Reciprocal Drainage Easements Agreement establishes rights, privileges, covenants, restrictions, agreements and easements for the perpetual use, benefit, development and enjoyment of the properties subject to the Reciprocal Drainage Easements Agreement (including the Ashton Property and the Beazer Property), including, without limitation, certain stormwater management and drainage easements (collectively, the “Existing Easements and Rights”);

WHEREAS, THE CITY OF CHARLESTON is desirous of maintaining storm water drainage ditches and appurtenances (“Storm Water System”) across the Ashton Property and the Beazer Property and to accomplish this objective, the City must obtain certain easements from Ashton and Beazer permitting the maintenance of the Storm Water System through the Ashton Property and the Beazer Property as hereinafter described; and

WHEREAS, Ashton and Beazer, as the owners of the property, are desirous of cooperating with the City and are minded to grant unto it certain non-exclusive and permanent storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the parties agree as follows:
Ashton has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all those certain non-exclusive and permanent drainage easements of various widths upon, over and across the Ashton Property labeled “COC DE” (the “Ashton Easements”) on that certain plat entitled “FINAL PLAT SHOWING THE SUBDIVISION OF RESIDENTIAL TMS NO. 286-00-00-444 (41.84 ACRES) INTO THE POINTE AT RHODES CROSSING SUBDIVISION PHASE 2 CONTAINING LOTS 61-135 (10.60 ACRES) RIGHT-OF-WAYS (3.47 ACRES) AND HOA AREAS (27.77 ACRES) PROPERTY OF ASHTON CHARLESTON RESIDENTIAL, LLC LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA” by Richard D. Lacey, SCPLS 16120 of HLA, Inc. dated June 15, 2021, revised as shown thereon, and recorded ____________, 2022, in the Office of the Register of Deeds for Charleston County, South Carolina in Plat Book __________, Pages __________, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “Plat”). Said Ashton Easements having such sizes, shapes, locations, and butttings and bounding as shown on the Plat.

Subject to the reservation of rights set forth herein, Beazer has granted, bargained, sold, released and conveyed and by these present and does grant, bargain, sell, release and convey unto the City of Charleston a sixty (60”) foot wide non-exclusive and permanent drainage easement upon, over and across that portion of the Beazer Property labeled “60’ Drainage Easement” (the “Beazer Easement”) on the Plat; said Beazer Easement having such sizes, shapes, locations, and butttings and bounding as shown on the Plat. Notwithstanding the foregoing grant of the Beazer Easement, Beazer reserves the right and privilege, at its sole cost and expense, to relocate the Beazer Easement and/or reduce the size of the Beazer Easement based on subsequent site development approvals for the subject parcel in conformance with the City’s Stormwater Design Standards Manual (SWDSM) and the Reciprocal Drainage Easements Agreement.

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

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

The City acknowledges that the Ashton Property and the Beazer Property are subject to the Reciprocal Drainage Easements Agreement. The Parties acknowledge the rights of the owners of the properties subject to the Reciprocal Drainage Easements Agreement to exercise the Existing Easements and Rights thereunder, and subject to compliance with all applicable governmental requirements and permitting. The Parties further acknowledge that no action will be taken within the confines of these Non-Exclusive and Permanent Storm Water Drainage Easements so as to unreasonably obstruct, limit, restrict, impede or interfere with the use and enjoyment of the rights, privileges and easements granted by this instrument without prior written notice to and consent from the City.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Ashton (as to the Ashton Easement), Beazer (as to the Beazer Easement) and their respective successors and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.
IN WITNESS WHEREOF, the City of Charleston has set its Hand and Seal the day and year first above written.

WITNESSES:

Witness #1
Print Name:

CITY OF CHARLESTON

By:
Its:

Witness #2
Print Name:

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by ________________, the ________________ __________ of the City of Charleston, a South Carolina municipality, on this ____ day of _____________, 2022, on behalf of said municipality.

Signature: __________________________________________
Print Name of Notary: __________________________________
Notary Public for South Carolina
My Commission Expires: ________________________________

SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Ashton has set its Hand and Seal the day and year first above written.

WITNESSES:

[Signature]
Witness #1
Print Name: [Print Name]

[Signature]
Witness #2
Print Name: [Print Name]

ASHTON CHARLESTON RESIDENTIAL L.L.C.,
a South Carolina limited liability company

[Signature]
By: Robert Norton
Its: Division President

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me (the undersigned notary) by Robert Norton, the Division President of ASHTON CHARLESTON RESIDENTIAL L.L.C., a South Carolina limited liability company, on this ______ day of ________, 2022, on behalf of said company.

Signature: [Signature]
Print Name of Notary: [Print Name]
Notary Public for South Carolina
My Commission Expires: ______
SEAL OF NOTARY

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, Beazer has set its Hand and Seal the day and year first above written.

WITNESSES:

[Signature]
Witness #1
Print Name: Elizabeth Lewis

[Signature]
Witness #2
Print Name: Raegan Hayes

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BEAZER HOMES, LLC,
a Delaware limited liability company

By: Dennis Ouellette
Its: Authorized Signatory

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Dennis Ouellette, the Authorized Signatory of BEAZER HOMES, LLC, a Delaware limited liability company, on this 4th day of August, 2022, on behalf of said company.

Signature: [Signature]
Print Name of Notary: Elizabeth D. McGrath
Notary Public for South Carolina
My Commission Expires: 11/15/24

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EXHIBIT A

PLAT

See attached.
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

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

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, identified as (list street names) South Shore Drive

as shown and designated on a plat entitled Final Subdivision Plat Showing Lots 37-44, Battery Haig on the Stono, Phase II

prepared by Dawley Surveying Company LLC, dated March 31, 2022, revised 5/6/22 and 6/17/22, and recorded in Plat Book ______ at Page ______ in the ROD Office for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the David M. Odle and Eli H. Hyman, dated May 21, 2001 and recorded May 30, 2001 in Book U372 at Page 372 in the ROD Office for Charleston County, South Carolina.

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

Portion of TMS No.: 310-00-00-017
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

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

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

WITNESS our Hand(s) and Seal(s) this 14th day of April 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signature]
Witness Number One

Jacqueline H. Patterson
Printed Name

[Signature]
Witness Number Two

Cherith Whitaker
Printed Name

***********

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

This foregoing instrument was acknowledged before me (the undersigned notary) by Cynthia D. Huffman, the Successor Trustee of Harold L. Huffman, Jr. Living Trust dated 2/10/12, a Trustee, on behalf of the Grantor on the 14th day of April 2022.

Signature of Notary: Cherith Whitaker
Print Name of Notary: Cherith Whitaker
Notary Public for South Carolina
My Commission Expires: March 23, 2031

SEAL OF NOTARY
EXHIBIT A

LEGAL DESCRIPTION

All those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Charleston, being shown and designated as Lots 37-44, as shown on a survey entitled “Final Subdivision Plat Showing Lots 37-44, Battery Haig on the Stono, Phase II”, prepared by Dawley Surveying Company LLC, No. 3726, dated March 31, 2022, revised on May 6, 2022 and June 17, 2022, and recorded on August ___, 2022 in Plat Book _____ at Page ______, in the Register of Deeds Office for Charleston County, South Carolina, reference to said plat being hereby made for a more complete metes and bounds description thereof.

P/O TMS# 310-00-00-022

This being a portion of the same property conveyed to Battery Haig on the Stono, L.L.C., a South Carolina limited liability company by deed of David M. Odle and Eli H. Hyman, dated May 21, 2001 and recorded May 30, 2001 in the Register of Deeds Office for Charleston County, South Carolina in Deed Book U372 at Page 372.
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property was transferred by Battery Haig on the Stono L.L.C. to the City of Charleston on April 14, 2022.

3. Check one of the following: The deed is

   (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money’s worth.

   (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.

   (C) ☑ exempt from the deed recording fee because (See Information section of affidavit): #1 (explanation required) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes ____ or No ____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):

   (A) _____ The fee is computed on the consideration paid or to be paid in money or money’s worth in the amount of

   (B) _____ The fee is computed on the fair market value of the realty which is

   (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is

5. Check YES ☑ or NO ____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If “YES,” the amount of the outstanding balance of this lien or encumbrance is

6. The deed recording fee is computed as follows:

   (A) Place the amount listed in item 4 above here: _________________

   (B) Place the amount listed in item 5 above here: _________________

   (If no amount is listed, place zero here.)

   (C) Subtract Line 6(b) from Line 6(a) and place the result here: _________________

ATET4-2013
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is ________________________________.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor ________________________________.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Cynthia D. Huffman, Successor Trustee of the Harold L. Huffam, Jr. Living Trust
Print or Type Name Here Huffam, Jr. Living Trust dated February 10, 2012

Sworn this 14 day of April 2022

Cherith Whitaker
Notary Public for South Carolina
My Commission Expires: March 2031
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A TWO-YEAR RENEWABLE LICENSE AGREEMENT TO ALLOW THE USE OF A PORTION OF TMS# 458-01-01-002 (PARCEL 5) FOR INGRESS AND EGRESS TO 51/2 ALEXANDER STREET.

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

Section 1. That the Mayor is hereby authorized to execute on behalf of the City a two-year renewable license agreement with Composed Abode, LLC to allow their use of a portion of TMS # 458-01-01-002 (Parcel 5) for ingress and egress to their home at 5 1/2 Alexander Street, subject to the conditions stated therein. The Agreement is attached hereto as Exhibit A, and incorporated herein.

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

Ratified in City Council this ___ day of 
____ in the year of Our Lord, 2022, in the 
247th Year of the Independence of the United States of America.

By: ____________________________
    John J. Tecklenburg, Mayor

ATTEST: By: _______________________
         Jennifer Cook
         Clerk of Council
STATE OF SOUTH CAROLINA   )      TWO-YEAR RENEWABLE LICENSE AGREEMENT
COUNTY OF CHARLESTON     )

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between The Composed Abode, LLC, a corporation organized and existing under the laws of the State of South Carolina (the "Licensee") and the City of Charleston, South Carolina, a South Carolina municipal corporation (the "Licensor").

RECITALS

WHEREAS, Licensor owns that certain real property identified as the George Street Parking Lot (TMS# 458-01-01-002) said property being more particularly described as Parcel #5 on Schedule A of the Title to Real Estate which is attached hereto as Exhibit A, and incorporated herein by reference (the "City Property"); and

WHEREAS, Licensee desires to use a portion of the City Property (said portion, as hereinafter defined, (the "Licensed Premises")), for access to a parking spot located at its residence at 5 1/2 Alexander Street (hereinafter the "driveway access");

WHEREAS, Due to the heavy amount of traffic and use for events at the Gaillard in the City Property, Licensor desires to grant this driveway access temporarily for two years from the date of approval, at which time, the arrangement will be subject to review and renewal for an additional amount of time as Council deems appropriate;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby covenant and declare, on behalf of themselves and their respective successors and assigns, that the City Property shall be held, conveyed, acquired and encumbered subject to the following license:

1. **License.** Licensor grants a license (the "License") to Licensee to use a portion of the Licensed Premises for driveway access as depicted in the said Plat being attached hereto and incorporated herein by reference as Exhibit B.

2. **Term.** The License shall be for a term of two (2) years, commencing on the date the last party has signed (the "Term") and will automatically renew each year, unless either party provides notice of intent not to renew. Notwithstanding the foregoing, Licensor may terminate this License prior to the end of the Term in accordance with Paragraph 12 of this Agreement.

3. **Limitations on Use.** Licensee shall be permitted to use the Licensed Premises only for driveway access to 5 1/2 Alexander Street.

4. **Access to Licensed Premises.** During the Term of this Agreement, Licensor grants Licensee and Licensee’s designated invitees, employees, contractors, agents, tenants, lessees, and licensees pedestrian and vehicular access, ingress to and egress from designated area.
5. **Retained Rights.** Licensor hereby retains the right to access and use the Licensed Premises for any purpose deemed necessary by Licensor. Licensor hereby reserves unto itself, its successors and assigns, the right to use the Licensed Premises for any purpose or use which does not unreasonably interfere with Licensee’s rights under this Agreement. Specifically, Licensor reserves the right to install over, under, across and through the Licensed Premises such electric and/or gas lines, pipelines and other facilities as Licensor may deem necessary, advisable or desirable for the conduct of its business. Licensor may also temporarily block driveway access for special events upon 24 hours’ notice to Licensee.

6. **Concrete Apron.** As a condition of this Agreement, Licensee shall install a concrete apron at its own expense and subject to any permit requirements of the City.

7. **Driveway Access Gates.** As a condition of this Agreement, Licensee shall install and maintain gates at its own expense which shall be shut closed and secured at all times when the “driveway access” is not actually in use.

8. **Transfers and Assignments.** Licensee’s rights hereunder are transferrable or assignable, upon approval of Council. Licensee shall not sublet or assign the right to use the Licensed Premises.

9. **No Third Party Rights.** Notwithstanding any other provision of this Agreement, this Agreement shall not be construed to create any rights enforceable by the general public or others who are not parties to this Agreement.

10. **Indemnification and Insurance.** Licensee shall execute the Indemnification Agreement attached hereto and made a part hereof as Exhibit “C” and keep in force all required insurance coverages as stipulated from time to time by the Licensor.

**LICENSEE COVENANTS AND AGREES THAT CITY SHALL IN NO WAY NOR UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY PROPERTY BELONGING TO LICENSEE, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, LICENSEES, OR TRESPASSERS, WHICH MAY BE STOLEN, DESTROYED, OR IN ANY WAY DAMAGED, AND LICENSEE HEREBY INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ANY AND ALL SUCH CLAIMS.**

11. **Liability.** Licensee shall hold Licensor harmless from liability resulting from the negligent acts or omissions of the City, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however that City shall not hold Licensee harmless from claims arising out of the negligence or willful malfeasance of City, its officers, agents, or employees, or any person or entity not subject to City’s supervision or control.

12. **Termination by Licensor.** Licensor may terminate the License by giving Licensee six (6) months’ prior written notice.

13. **Surrender Upon Termination.** Upon termination of the License, Licensee shall surrender and deliver the Licensed Premises to the Licensor. All structures, equipment and
materials placed upon the Licensed Premises by Licensee shall remain the property of Licensee and may be removed by Licensee at any time prior to or within thirty (30) days after termination of the License.

14. **Restoration.** Upon termination of the License, Licensee agrees to make any repairs that are reasonably necessary to restore the Licensed Premises to the condition in which the Licensed Premises existed prior to the Effective Date. Licensee further agrees to repair any damage to the Licensed Premises resulting from the construction, operation, maintenance or landscaping.

15. **Notices.** All notices provided for in this Agreement shall be in writing and shall be deemed effective upon the following means: (a) if mailed, five (5) days following deposit in the United States mail first class postage prepaid, registered or certified mail, return receipt requested; (b) if sent by a recognized national overnight delivery service with charges prepaid, the date when signed for at addressee’s residence or place of business as indicated below; or (c) if sent by electronic/facsimile transmission, upon electronic receipt/confirmation of successful transmission when addressed to Landlord or Tenant at the respective email addresses or facsimile numbers set forth below:

If to the Licensee: Composed Abode, LLC
Julia R. Armstrong
5 Alexander Street
Charleston, SC 29401
Email: juliaramstrong@gmail.com
Tel: 843-696-0667

With a copy to: ___________________________________________________________

If to the Licensor: City of Charleston
Director of Public Services
Post Office Box 304
Charleston, SC 29402
Email: obrient@charleston-sc.gov
Facsimile: 843-724-3777

With a copy to: Office of Corporation Counsel
50 Broad Street
Charleston, SC 29401
Email: copelandj@charleston-sc.gov
Facsimile: 843-724-3730

Either party may, from time to time, by notice in compliance with this Paragraph 18, designate a different name and/or address to which notices shall be sent.

16. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

Page 3 of 6
17. **Waiver.** Any consent to or waiver of any provision of this Agreement shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party, regardless of the duration of such failure, shall not constitute a waiver or modification of any rights under this Agreement. No waiver or modification of this Agreement shall be effective unless the same is in writing and signed by the party against whom the waiver or modification is sought to be enforced.

18. **Entire Agreement.** This Agreement is the sole and entire agreement and understanding between the parties with respect to the matters contemplated in this Agreement. All prior agreements, representations or understandings with respect to the matters contemplated in this Agreement, whether oral or written, shall be merged into this Agreement and shall not be construed to change, amend or invalidate this Agreement.

19. **Amendment.** This Agreement may be amended only by a written instrument executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect.

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

21. **Recitals.** The recitals are an integral part of this Agreement.

22. **Severability.** In the event that any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.
IN WITNESS WHEREOF, City of Charleston, South Carolina has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:

__________________________
First Witness

__________________________
Second Witness

CITY OF CHARLESTON

By: _______________________
Print Name: John J. Tecklenburg
Its: Mayor
Date: _______________________

STATE OF SOUTH CAROLINA  )
COUNTY OF _____________  )

ACKNOWLEDGEMENT

I, ________________________, a Notary Public for South Carolina, do hereby certify that CITY OF CHARLESTON, SOUTH CAROLINA by John J. Tecklenburg its Mayor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of ________________________, 2022.

Notary Public for South Carolina
Print Name: _______________________
My Commission Expires: ______________

[The remainder of this page has been intentionally left blank.]
IN WITNESS WHEREOF, the City of Charleston, South Carolina, has caused these presents to be executed as of the date set forth below.

Signed, Sealed and Delivered in the Presence of:

[Signature]
First Witness

[Signature]
Second Witness

THE COMPOSED ABODE, LLC

By: [Signature] Julia R. Armstrong
Its: Sole Member
Date: 9 August 2022

STATE OF SOUTH CAROLINA } ACKNOWLEDGEMENT
COUNTY OF CHARLESTON }

I, Theda R. Monteiro, a Notary Public for South Carolina, do hereby certify that the COMPOSED ABODE, LLC, by Julia R. Armstrong, its Sole Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this day of August, 2022.

[Signature]
Notary Public for South Carolina
Print Name: Theda R. Monteiro
My Commission Expires: December 9, 2031
WHEREAS in furtherance of the objectives of The Housing Authorities Law (Code of Laws of South Carolina, 1962, Sections 36-101 through 36-169) and The Redevelopment Law (Code of Laws of South Carolina, 1962, Sections 36-401 through 36-414), The Housing Authority of the City of Charleston, a public body corporate and politic of the State of South Carolina (hereinafter called "Agency" or "Grantor") has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of Charleston and in this connection is engaged in carrying out an Urban Renewal Project known as the "Auditorium Urban Renewal Project (SC-R-6)" (hereinafter called "Project") in an area located in the City of Charleston, South Carolina; and

WHEREAS there has been approved by the Agency and The City Council of Charleston (hereinafter called "City" or "Grantee") an Urban Renewal Plan for the Project dated December, 1965 filed in the Office of the Clerk of the City Council of Charleston; and

WHEREAS both the Federal Government and the City have undertaken to provide and have provided substantial aid and assistance to the Agency through a Contract for Loan and Capital Grant dated March 8, 1967, in the case of the Federal Government, and a Cooperation Agreement dated June 30, 1966 and an amendment thereto dated November 23, 1966, in the case of the City; and
WHEREAS the Agency and the City by contract dated May 14, 1968 agreed that the Agency would sell and the City would buy certain real property in the Project for the consideration set forth in said contract subject, however, to certain covenants and agreements to run with the land and other miscellaneous provisions therein set forth; and

WHEREAS at a special meeting of The Housing Authority of the City of Charleston held on the 7th day of May, 1968, it was resolved that the Chairman and the Secretary of The Housing Authority of the City of Charleston be authorized and directed for and in behalf of The Housing Authority of the City of Charleston to execute a deed of conveyance to the City so as to carry out the terms of said contract; and

WHEREAS at a meeting of the City Council of Charleston held on the 14th day of May, 1968, it was resolved that the Mayor and the Clerk of the City Council of Charleston be authorized and directed for and on behalf of the City Council of Charleston to join in such deed of conveyance so as to evidence its consent to the covenants and agreements therein contained.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that The Housing Authority of the City of Charleston in consideration of the premises and also in consideration of the sum of Two Hundred Seventy Five Thousand Nine Hundred Sixty-Five and 46/100 ($275,965.46) Dollars for Tract Number One (1) and One Dollar (1.00) for Tract Number Two (2) to it in hand paid at and before the sealing and delivery of these presents by The City Council of Charleston (the receipt whereof is hereby acknowledged) has granted, bargained, sold, and released and by these presents does grant, bargain, sell, and release unto the said City Council of
Charleston, its successors and assigns, the following described property:

TRACT NUMBER ONE (1)

All of the real estate described in Schedule "A" hereto annexed and made a part of this description, consisting of fourteen (14) lots, pieces, or parcels of land as shown on plat of Ben F. Cheatham, R.L.S. and C.E., dated March 25, 1968 and revised on May 2, 1968 and June 6, 1968 and recorded in the R.H.C. Office for Charleston County in Plat Book X, Page 81.

This conveyance specifically includes a structure on Parcel #1 which is to be rehabilitated for historical purposes by Historic Charleston Foundation and a structure on Parcel #10 which is to be rehabilitated for historical purposes by the City of Charleston, for which value has been established at One Dollar ($1.00) each.

TRACT NUMBER TWO (2)

All of the real estate described in Schedule "B" hereto annexed and made a part of this description, consisting of four (4) lots, pieces, or parcels of land as shown on plat of Ben F. Cheatham, R.L.S. and C.E., dated March 25, 1968 and revised on May 2, 1968 and June 6, 1968 and recorded in the R.H.C. Office for Charleston County in Plat Book X, Page 81; the conveyance of the latter four (4) parcels being for street purposes only and should such parcels ever cease to be used for public street purposes, title to same shall revert to the Grantor herein.

COVENANTS AND AGREEMENTS TO RUN WITH LAND

Tract Number One (1) aforesaid is conveyed subject
to the following covenants and agreements which shall run with the
land conveyed during the periods hereinafter set forth and be en-
forceable in the manner and by the parties hereinafter set forth:

1. Said property shall be used only in accordance with
the uses specified in Section C-2 of the Urban Renewal Plan as
the same may hereafter be amended and extended from time to time.

2. That there shall be no discrimination by the Grante-
ee upon the basis of race, color, creed, or . . . tional origin in
the sale, lease, or rental or in the . . . or occupancy of said
property or any improvements erected or to be erected thereon or
any part thereof.

3. That the covenants and agreements set forth in Para-
graph 1 above shall remain in effect until May 24, 1996, at which
time such covenants and agreements shall terminate.

4. That the covenants and agreements set forth in Para-
graph 2 above shall remain in effect without limitation as to
time.

5. That the covenants and agreements set forth above
shall be binding for the benefit and in favor of and enforceable
by the Grantor, its successors and assigns, the Grantee, its suc-
cessors and assigns, the United States (with respect to the cove-
nants and agreements contained in Paragraph 2 aforesaid) and the
owner or owners of any property within the Urban Renewal Plan
Area against the City, its successors and assigns, and every suc-
cessor in interest to the property herein conveyed or any part
thereof or any interest therein and any party in possession or
occupancy of the property herein conveyed or any part thereof
during the periods of time with respect to each covenant and
agreement as hereinabove set forth.
6. It is intended by the covenants and agreements hereinabove set forth that the Grantee shall be deemed a beneficiary of the covenants and agreements set forth in Paragraph 1 above, and the Grantee and the United States shall be deemed a beneficiary of the covenants and agreements set forth in Paragraph 2 above, both for and in their or its own right and also for the purposes of protecting the interests of the community and any other persons or corporations, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantee and the United States for the entire period during which such covenants and agreements shall be in force without regard to whether the Grantee or the United States is or has been an owner of any land or interest therein to, or in favor of, which such covenants and agreements relate.

7. In the event that the Grantee herein, its successors and assigns, or any successor in interest to the property or any part thereof or any interest therein and any party in possession or occupancy of the property or any part thereof shall violate or attempt to violate any of the covenants and agreements hereinabove set forth, the Grantee and the United States (the latter with respect to the covenants and agreements set forth in Paragraph 2 above) shall have the right to prosecute any proceedings at law or in equity against such persons or corporations, public or private, or anyone else violating or attempting to violate any such covenants and agreements to prevent it, him or them from so doing or to recover damages or other dues for such violation.

OTHER AGREEMENTS ON PART OF GRANTEE

The Grantee by the acceptance of this Deed further
agrees as follows:

A. That its purchase of the property hereinafore described shall be for the purpose of redevelopment of the property in accordance with the Urban Renewal Plan and the contract between the parties dated May 14, 1968.

B. That it has not made or created and will not, prior to the proper completion of the improvements as certified by the Grantee, make or create or suffer to be made or created (1) any total or partial sale, conveyance, or lease of the property or any part thereof or interest therein, (2) any assignment of the agreement between the parties dated May 14, 1968 or any part thereof, and (3) any agreement to do any of the forgoing without the prior written approval of the Grantee which approval shall be on such conditions as the Grantee may in its exclusive discretion determine.

C. The Grantee shall diligently proceed to complete the construction of a Municipal Auditorium and off-street parking facilities on the properties conveyed in conformity with the Urban Renewal Plan, the Contract of Sale between the Grantee and the Grantee dated May 14, 1968, and all applicable state and local laws within twelve (12) months from date.

The Grantee by the acceptance of this Deed and its agreement thereto as indicated by its execution hereof, and the Grantee agree that the provisions of the Contract for Sale of Land for Redevelopment by the City Council of Charleston dated May 14, 1968 will survive the passage of this Deed and this Deed shall not be deemed to affect or impair the provisions and covenants of said Contract of Sale which provisions shall remain the agreements and undertakings of the Grantee and Grantee.
Together with all and singular the rights, members, hereditaments, and appurtenances to said premises belonging or in anywise incident or appertaining.

To have and to hold all and singular the premises aforesaid unto the said The City Council of Charleston, its successors and assigns forever.

And the said The Housing Authority of the City of Charleston does hereby bind itself and its successors to warrant and forever defend all and singular, the said premises unto the said The City Council of Charleston, its successors and assigns, against itself and its successors and anyone whosoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF The Housing Authority of the City of Charleston has caused this instrument to be executed in its name by Jno. C. Wilson, its Chairman, and attested by A. J. Tamsberg, its Secretary, and its corporate seal affixed and as its act and deed delivered and to show its acceptance of this deed and the covenants and agreements herein contained, The City Council of Charleston has caused this instrument to be executed in its name by its Mayor, J. Palmer Gallard, Jr., and attested by its Clerk of Council, A. J. Tamsberg, and its corporate seal affixed, this 14TH day of June in the year of Our Lord One Thousand Nine Hundred and Sixty-eight and in the One Hundred and Ninety-second year of the sovereignty and independence of the United States of America.

WITNESSES

Mary L. Gray

Mary R. Wilson

THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON

By: ____________________________

The Chairman

Attest: ____________________________

Its Secretary
WITNESSES

Mary F. Glass

Mary A. Watson

THE CITY COUNCIL OF CHARLESTON

By: J. Palmer Truitt Jr.

Its Mayor

Attest: E. W. Sawyer

The Clerk of Council
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

PERSONALLY APPEARED before me Mary R. Wrixon

and made oath that she saw the within named THE HOUSING AUTHORITY
OF THE CITY OF CHARLESTON, by Jno. C. Wilson, Chairman, and A. J.
Tamsberg, secretary, sign, affix its corporate seal, and as its
act and deed deliver the foregoing Title to Real Estate, and that
she with Mary F. Izlar witnessed the execution
thereof.

SWORN to before me this 14th

Mary R. Wrixon

STATE OF SOUTH CAROLINA.
COUNTY OF CHARLESTON

PERSONALLY APPEARED before me Mary R. Wrixon

and made oath that she saw the within named THE CITY COUNCIL OF
CHARLESTON, by J. Palmer Gaillard, Jr., Mayor, and A. J. Tamsberg,
Clerk of Council sign, affix its corporate seal, and as its act
and deed deliver the foregoing Title to Real Estate, and that she
with Mary F. Izlar witnessed the execution thereof.

SWORN to before me this 14th

Mary R. Wrixon

Note: Public for South Carolina
Commission expires 1/1/21.
SCHEDULE "A"

ALL of those fourteen (14) lots, pieces or parcels of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, as shown on a survey of the Charleston Municipal Auditorium Site, made by Ken F. Cheetham, R. L. S. and C. E., entitled "SUBDIVISION PLAT, PROJECT NO. SC-R-6, AUDITORIUM URBAN RENEWAL AREA, THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON", dated March 25th, 1968, and revised May 2, 1969 and June 6, 1968, and recorded in the Office for Charleston County; the said parcels being designated on said plat as Parcels Nos. 1, 2, 3, 4, 5, 6-A, 6-B, 7, 8, 9, 10, 11, 11-A, and 11-B, and being more particularly described as follows:

PARCEL #1

Beginning at a point designated as #1, proceed in an easterly direction bearing N 61° 31' 27" E for a distance of 90.14 ft. to point #2; thence in a southerly direction bearing S 10° 30' 33" E for a distance of 121.42 ft. to point #3; thence in an easterly direction bearing N 85° 34' 32" E for a distance of 9.55 ft. to point #4; thence in a southerly direction bearing S 8° 58' 37" F for a distance of 48.93 ft. to point #5; thence in a westerly direction bearing S 80° 52' 21" W for a distance of 99.67 ft. to point #6; thence in a northerly direction bearing N 1° 44' 23" W for a distance of 140.5 ft. to the point of beginning point #1.

PARCEL #2

Beginning at point #7 proceeding in an easterly direction bearing N 80° 29' 24" E for a distance of 100.10 ft. to point #8; thence in a southerly direction bearing S 9° 15' 36" E for a distance of 121.21 ft. to point #9; thence in a westerly direction bearing S 81° 31' 33" W for a distance of 34.83 ft. to point #10; thence in a southerly direction bearing S 8° 14' 35" E for a distance of
80.36 ft. to point #11; thence in an easterly direction bearing N 63° 14' 54" E for a distance of 10.69 ft. to point #12; thence in a southerly direction bearing S 7° 54' 39" E for a distance of 30.82 ft. to point #13; thence in a westerly direction bearing S 81° 58' 39" W for a distance of 0.90 ft. to point #14; thence in a southerly direction bearing S 8° 17' 23" E for a distance of 40.29 ft. to point #15; thence in a westerly direction bearing S 86° 21' 14" W for a distance of 6.82 ft. to point #16; thence in a southerly direction bearing S 7° 50' 40" E for a distance of 100 ft. to point #17; thence through point #17 to point #20; thence in a westerly direction bearing S 81° 34' 28" W for a distance of 26.5 ft. to point #21; thence in a northwesterly direction bearing N 28° 06' 28" W for a distance of 72.65 ft. passing through point #72 to point #22; thence in a northerly direction bearing N 1° 44' 28" W for a distance of 290.0 ft. to point of beginning point #7.

PARCEL #3

Beginning at point #17 and proceeding in an easterly direction bearing N 81° 34' 28" E for a distance of 15.57 ft. to point #18; thence in a southerly direction bearing S 10° 05' 33" E for a distance of 3.85 ft. to point #19; thence in a westerly direction bearing S 81° 34' 28" W for a distance of 15.57 ft. to point #20; thence in a northerly direction bearing N 7° 50' 40" W for a distance of 3.85 ft. to point of beginning point #17.

PARCEL #4

Beginning at point #23 and proceeding in a southerly direction bearing S 8° 14' 39" E for a distance of 87.36 ft. to point #24; thence in a westerly direction bearing S 81° 55' 31" W for a distance of 32.48 ft. to point #25; thence in a southerly direction bearing S 9° 42' 34" E for a distance of 21.50 ft. to point #26; thence in a westerly direction bearing S 80° 44' 03" W for a distance of...
49.87 ft. to point #27; thence in a northerly direction bearing N 8° 29' 38" W for a distance of 85.5 ft. to point #23; thence in a northeasterly direction bearing S 61° 34' 28" E for a distance of 74.3 ft. to point #29; thence in an easterly direction bearing N 81° 34' 18" E for a distance of 14.95 ft. to point of beginning point #23.

**PARCEL #5**

Beginning at point #30 and proceeding in a southerly direction bearing S 8° 29' 38" E for a distance of 84.5 ft. to point #31; thence in a westerly direction bearing S 61° 19' 33" W for a distance of 196.99 ft. to point #32; thence in a northerly direction bearing N 9° 56' 34" W for a distance of 12.5 ft. to point #33; thence in northeasterly direction bearing N 61° 54' 26" E for a distance of 210.5 ft. to point of beginning point #30.

**PARCEL #6-A**

Beginning at point #34 and proceeding in a southerly direction bearing S 9° 55' 34" E for a distance of 34.3 ft. to point #35; thence in a southwesterly direction bearing S 79° 03' 42" W for a distance of 109.90 ft. to point #36; thence in a northeasterly direction bearing N 61° 54' 28" E for a distance of 113 ft. to point of beginning point #34.

**PARCEL #6-B**

Beginning at point #36 and proceeding in a southerly direction bearing S 29° 19' 55" E for a distance of 64.84 ft. to point #37; thence in a westerly direction bearing S 68° 03' 17" W for a distance of 18.21 ft. to point #38; thence in a westerly direction bearing S 67° 23' 19" W for a distance of 149.62 ft. to point #39; thence in a northerly direction bearing N 25° 02' 28" W for a distance of 37.20 ft. to point #40; thence in a northeasterly direction bearing N 39° 02' 28" E for a distance of 165.0 ft. to point of beginning point #36.
PARCEL #7

Beginning at point #41 and proceeding in a westerly direction bearing S 80° 26' 35" W for a distance of 18 ft. to point #42; thence in a northerly direction bearing N 9° 33' 25" W for a distance of 180 ft. to point #43; thence in an easterly direction bearing N 80° 26' 35" E for a distance of 18 ft. to point #44; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 180 ft. to point of beginning point #41.

PARCEL #8

Beginning at point #45 and proceeding in a westerly direction bearing S 63° 52' 35" W for a distance of 112.81 ft. to point #46; thence in a westerly direction bearing S 64° 20' 35" W for a distance of 20.09 ft. to point #47; thence in a northerly direction bearing N 28° 37' 25" W for a distance of 87.10 ft. to point #48; thence in an easterly direction bearing N 58° 42' 35" E for a distance of 207.73 ft. to point #49; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 106.48 ft. to point of beginning point #45.

PARCEL #9

Beginning at Point #50 and proceeding in a westerly direction bearing S 61° 36' 35" W for a distance of 80.06 ft. to point #51; thence in a northerly direction bearing N 28° 03' 25" W for a distance of 2.09 ft. to point #52; thence in a westerly direction bearing S 63° 26' 35" W for a distance of 50.49 ft. to point #53; thence in a northerly direction bearing N 28° 19' 25" W for a distance of 81.55 ft. to point #54; thence in an easterly direction bearing N 63° 14' 35" E for a distance of 149.90 ft. to point #55; thence in a southerly direction bearing S 26° 04' 25" E for a distance of 25.78 ft. to point #56; thence in a southeasterly direction bearing S 9° 33' 25" E for a distance of 58.00 ft. to point of beginning point #50.
PARCEL #10

Beginning at point #57 and proceeding in an easterly direction bearing N 61° 51' 27" E for a distance of 80.5 ft. to point #58; thence in a northerly direction bearing N 5° 59' 33" E for a distance of 10.2 ft. to point #59; thence in an easterly direction bearing N 61° 51' 77" E for a distance of 44.05 ft. to point #60; thence in a southerly direction bearing S 29° 25' 33" E for a distance of 10.2 ft. to point #61; thence in an easterly direction bearing N 61° 51' 27" E for a distance of 365.0 ft. to point #62; thence in a southerly direction bearing S 1° 44' 29" E for a distance of 459.5 ft. to point #63; thence in a southeasterly direction bearing S 20° 59' 25" E for a distance of 110.0 ft. to point #64; thence in an easterly direction bearing N 61° 54' 28" E for a distance of 429.5 ft. passing through points #77, #75, #79 to point #65; thence in an easterly direction bearing N 59° 02' 28" E for a distance of 141.5 ft. to point #41; thence in a northerly direction bearing N 9° 33' 25" W for a distance of 575.3 ft. passing through points #44, #66, #69 to point of beginning point #57; SAVING AND EXCLUDING THEREFROM those portions of Wall and George (formerly minority) Streets owned by the Grantee and closed by the Grantee, and being retained by the Grantee for use as a part of the Auditorium site, as shown on said plat.

PARCEL #11

Beginning at point #66 and proceeding in a westerly direction bearing S 80° 26' 35" W for a distance of 18 ft. to point #67; thence in a northerly direction bearing N 9° 33' 25" W for a distance of 190 ft. to point #68; thence in an easterly direction bearing N 90° 26' 35" S for a distance of 18 ft. to point #69; thence in a southerly direction bearing S 8° 33' 25" E for a distance of 190 ft. to point of beginning point #66.

PARCEL #11-A

Beginning at point #57 and proceeding in an easterly direction bear-
ing N 61° 51' 27" E for a distance of 80.5 ft. to point #59; thence in a northerly direction bearing N 5° 59' 33" E for a distance of 10.2 ft. to point #59; thence in a westerly direction bearing S 61° 51' 27" W for a distance of 86.52 ft. to point #70; thence in a southerly direction bearing S 9° 33' 25" W for a distance of 10.2 ft. to point of beginning #57.

PARCEL #11-B

Beginning at point #61 and proceeding in an easterly direction bearing N 61° 51' 27" E for a distance of 365.0 ft. to point #62; thence in a northerly direction bearing N 1° 44' 23" E for a distance of 10.2 ft. to point #71; thence in a westerly direction bearing S 61° 51' 27" W for a distance of 367.9 ft. to point #60; thence in a southerly direction bearing S 29° 25' 33" E for a distance of 10.2 ft. to point of beginning #61.
SCHEDULE "B"

ALL those five (5) parcels of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, as shown on a survey of the Charleston Municipal Auditorium Site made by Ben F. Heatham, R. L. S. and C. E., entitled "SUBDIVISION PLAT, PROJECT NO. SC-R-6, AUDITORIUM URBAN RENEWAL AREA, THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON", dated March 25th, 1968, and revised May 2, 1968 and June 6, 1968, and recorded in the S.C. Office for Charleston County; the said parcels being designated on said plat as Section A, Section B, Section C, Section D, and Section E, and being more particularly described as follows:

SECTION A

Beginning at point #72 and proceeding in a southeasterly direction bearing S 28° 06' 28" E for a distance of 76 ft. to point #21; thence in an easterly direction bearing N 81° 34' 28" E for a distance of 45 ft. passing through point #20 to point #19; thence in a southerly direction bearing S 10° 05' 31" E for a distance of 36.15 ft. to point #73; thence in a westerly direction bearing S 81° 34' 28" W for a distance of 32.5 ft. to point #74; thence in a northerly direction bearing N 8° 29' 38" W for a distance of 109 ft. to point of beginning #72.

SECTION B

Beginning at point #29 and proceeding in a southwesterly direction bearing S 61° 54' 28" W for a distance of 72.5 ft. to point #21; thence in a northerly direction bearing N 8° 29' 38" W for a distance of 22.5 ft. to point #75; thence in an easterly direction bearing N 81° 34' 28" E for a distance of 67.5 ft. to point of beginning point #29.
SECTION C

Beginning at point #30 and proceeding in a westerly direction bearing S 61° 54' 25" W for a distance of 210.5 ft. to point #33; thence in a northerly direction bearing N 9° 56' 34" W for a distance of 73.5 ft. to point #78; thence in an easterly direction bearing N 61° 54' 28" E for a distance of 101.6 ft. to point #77; thence in a southsasterly direction bearing S 31° 24' 28" E for a distance of 105.5 ft. to point #76; thence in a southerly direction bearing S 8° 23' 38" E for a distance of 35.5 ft. to point #34.

SECTION D

Beginning at point #34 and proceeding in a westerly direction bearing S 61° 54' 28" W for a distance of 115 ft. to point #36; thence in a westerly direction bearing S 59° 02' 28" W for a distance of 165 ft. to point #40; thence in a northerly direction bearing N 23° 02' 28" W for a distance of 30 ft. to point #61; thence in a northwesterly direction bearing N 9° 33' 25" W for a distance of 41.5 ft. to point #60; thence in an easterly direction bearing N 59° 02' 28" E for a distance of 141.5 ft. passing through point #41 to point #65; thence in an easterly direction bearing N 61° 54' 28" E for a distance of 150 ft. to point #79; thence in a southerly direction bearing S 9° 56' 34" E for a distance of 73.5 ft. to point of beginning point #34.

SECTION E

Beginning at point #70 and proceeding in a southerly direction bearing S 9° 33' 25" E for a distance of 110 ft. passing through point #57 to point #69; thence in a westerly direction bearing S 60° 26' 35" W for a distance of 18 ft. to point #68; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 190 ft. to point #67; thence in an easterly direction bearing
N 80° 26' 35" E for a distance of 18 ft. to point #66; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 110 ft. to point #44; thence in a westerly direction bearing S 80° 26' 35" W for a distance of 18 ft. to point #43; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 180 ft. to point #42; thence in a westerly direction bearing S 83° 26' 35" W for a distance of 18 ft. to point #41; thence in a westerly direction bearing S 59° 02' 28" W for a distance of 45 ft. to point #80; thence in a northerly direction bearing N 9° 33' 25" W for a distance of 594.5 ft. to point #32; thence in an easterly direction bearing N 61° 37' 27" E for a distance of 41 ft. to point of beginning point #70.
Filed, Indexed and Recorded
June 19, 1963 12:10
DATE TIME
Book Page Page 382

Register Home Conveyance
Charleston County, S. C.
PROFESSIONAL SERVICE AGREEMENT ADDENDUM 22 BETWEEN
WOOLPERT INC. AND CITY OF CHARLESTON, SOUTH CAROLINA

Section 1. General

THIS ADDENDUM (#22), made and entered into this ____ day of __________, 2022 by and between WOOLPERT Inc., whose address is 2000 Center Point Drive, Suite 2200, Columbia, SC 29210-5824 (hereinafter referred to as “Woolpert”) and the “Client” identified herein, provides for additional compensation to cover the costs related to Additional Services described under the Professional Service Agreement dated November 6, 2000, and more fully stated under Section 2 of this Addendum.

- Client: City of Charleston, South Carolina
- Project Number: 75396
- Project Title: “Church Creek Drainage Improvements”
- Addendum Title: Continuing Church Creek SMA Services

Section 2. General Description of Professional Services

Services to be provided by Woolpert include any services requested by the Client related to storm water management in the Church Creek Special Stormwater Management Area. Services may include, but are not limited to, ICPR modeling, review of design/model calculations for other developments, design services, and attendance at client/public meetings. Services will not be initiated without a written request or email authorization by City staff.

Section 3. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested additional services in Section 2 shall be billed hourly using the attached rate schedule labeled Attachment A, for a total fee not to exceed $100,000.00, including reimbursable expenses. Woolpert shall notify the City when 50% and 80% of the approved fee has been expended.

Section 4. Schedule for Services

The schedule for Services and adjustments, if any, to the overall Project schedule shall be established based on each specific request for services by the Client.

THE EFFECTIVE DATE of this Addendum (#22) shall be the date written above and the term shall be for a period of five years.

In all other respects, the Professional Services Agreement referenced above and entered into on November 6, 2000 entitled “Church Creek Basin” between the City of Charleston and Woolpert, Inc. remains in full force and effect.
IN WITNESS WHEREOF, this Addendum (#22), which is subject to the terms and conditions of Sections 1 through 4, Attachment A, and the aforementioned Agreement and Addenda, is accepted as of the date first written above.

<table>
<thead>
<tr>
<th>CITY OF CHARLESTON</th>
<th>WOOLPERT INC.</th>
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<tbody>
<tr>
<td>Signed:</td>
<td>Signed:</td>
</tr>
<tr>
<td>Typed Name:</td>
<td>Brian T. Bates, PE</td>
</tr>
<tr>
<td>Title:</td>
<td>Senior Associate</td>
</tr>
<tr>
<td>Date:</td>
<td>8/1/2022</td>
</tr>
</tbody>
</table>
ATTACHMENT A: HOURLY RATE SCHEDULE

Principal  $250/hr  
Project Director  $215/hr  
Senior Modeler  $195/hr  
Project Manager  $180/hr  
Senior Engineer  $140/hr  
Engineer  $115/hr  
EIT  $95/hr  
GIS Analyst  $135/hr  
Senior Technician  $100/hr  
Technician  $80/hr  
Business Manager  $85/hr  
Admin Assistant  $65/hr