NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:30 p.m. Monday, September 12, 2022, Conference Call: 1-929-205-6099; Access Code: 835 678 884. The agenda will be as follows:

AGENDA

Invocation – Councilmember Appel

Approval of Minutes:

August 15, 2022

a. Authorization for the Mayor to execute on behalf of the City a Quitclaim Deed and any other necessary documents, approved as to form by the Office of Corporation Counsel, to Quitclaim a portion of Floyd Drive, as shown on the attached survey, to the record owner(s) of Charleston County TMS No. 301-00-00-795, subject to any and all easements and utilities and further subject to the conditions set forth herein. The property is owned by the City of Charleston. [Ordinance]

b. Authorization for the Mayor to accept on behalf of the City of Charleston as Grantee, irrevocable deed restrictions in favor of the City in and to 838 Morrison Drive, from Morrison Yard Owner, LLC, in connection with Grantor’s request for Quality Outdoor Public Space incentive points and height/density bonuses under the Upper Peninsula District Zoning Ordinance. The property is owned by Morrison Yard Owner, LLC. (TMS# 459-07-00-010) [Ordinance]

c. Authorization for the Mayor to execute on behalf of the City a Utility Easement, approved as to form by the Office of Corporation Counsel, to the Citadel, encumbering a portion of the City’s real property designated as Charleston County TMS No. 460-00-00-002 within the right of way shown on plat dated February 7, 2022, entitled “Plat Showing a New Variable Width General Utility Easement”, attached as Exhibit A, to permit installation of a steam line adjacent to the Eastside of the Citadel Campus. The property is owned by the City of Charleston. [Ordinance]

d. Authorization for the Mayor to execute on behalf of the City an Access Easement Relocation Agreement which relocates an existing easement in favor of the City over a portion of 65
Sycamore Avenue, TMS No. 418-10-00-033, for perpetual ingress and egress. The property is owned by GH Saint Andrews, LLC.

e. Authorization for the Mayor to execute on behalf of the City a two-year renewable license agreement with Composed Abode, LLC, to allow the use of a portion of TMS No. 458-01-01-002 (Parcel 5) for ingress and egress to 5 ½ Alexander Street. The property is owned by the City of Charleston. [Ordinance]

f. Approval for the rental of Trinity United Methodist Church for the MOJA Arts Festival on October 2, 2022. (273 Meeting Street)

g. Authorization for the Mayor to execute, on behalf of the City of Charleston, a Third Amendment to the Development Agreement for Cainhoy Plantation- Trust# 2 with Cainhoy Land & Timber, LLC, a Delaware Limited Liability Company, as owner and successor in interest to Peter O. Lawson-Johnston and The Morgan Guaranty Trust Company of New York, as trustees of the trust created by Article Ninth of the Will of Harry F. Guggenheim, deceased ("Trust# 2"). The property is owned by Cainhoy Land & Timber, LLC. (Clements Ferry Road)

h. Authorization for the Mayor to execute the necessary documents for the substantial rehabilitation of 3 Drews Court for $91,818.00. The repair cost will be paid or expensed as follows: Fee-in-lieu account $59,818, previous owner’s contribution $32,000 (held in escrow by Haynsworth Sinkler Boyd). The property will be rehabilitated and sold as an affordable homeownership opportunity for persons whose income does not exceed 120 percent of the Area Median Income. The affordability covenants is 90 years. (TMS# 459-05-01-056)

i. Please consider the following annexations:

(i) 2 Trail Hollow Drive (0.63 acre) (TMS# 358-07-00-051), West Ashley, (District 10). The property is owned by Jose A. Torres, Tracie A. Stemmer-Torres, Ann Stemmer (Thomas).

(ii) 1592 Southwick Drive (0.37 acre) (TMS# 579-07-00-057), Johns Island, (District 5). The property is owned by Matthew Antol.

(iii) 7 Oakdale Place (0.27 acre) (TMS# 418-15-00-055), West Ashley, (District 3). The property is owned by Greta Pierson.

(iv) 1630 Wappoo Drive (0.06 acre) (TMS# 351-12-00-006), West Ashley, (District 9). The property is owned by Joshua A. Mitchell and Kimberly B. Mitchell.

j. Executive Session pursuant to S.C. Code Sec. 30-4-70(a)(2) to receive legal advice and consideration of potential land purchase.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate
FROM: Julia Copeland
ADDRESS: Floyd Drive

DATE: August 25, 2022
DEPT: Legal

TMS: No. 301-00-00-795

PROPERTY OWNER: City of Charleston

"AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY
A QUITCLAIM DEED AND ANY OTHER NECESSARY DOCUMENTS,
APPROVED AS TO FORM BY THE OFFICE OF CORPORATION
COUNSEL, TO QUITCLAIM A PORTION OF FLOYD DRIVE, AS SHOWN
ON THE ATTACHED SURVEY, TO THE RECORD OWNER(S) OF
CHARLESTON COUNTY TMS NO. 301-00-00-795, SUBJECT TO ANY
AND ALL EASEMENTS AND UTILITIES AND FURTHER SUBJECT TO
THE CONDITIONS SET FORTH HEREIN."

ACTION REQUEST:

ORDINANCE: Is an ordinance required? Yes ☑ No ☐

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

Department Head
Legal Department
Chief Financial Officer
Director Real Estate Management

Signature

Attachments

FUNDING: Was funding needed? Yes ☐ No ☑
If yes, was funding previously approved?* Yes ☐ No ☑

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

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

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A QUITCLAIM DEED AND ANY OTHER NECESSARY DOCUMENTS, APPROVED AS TO FORM BY THE OFFICE OF CORPORATION COUNSEL, TO QUITCLAIM A PORTION OF FLOYD DRIVE, AS SHOWN ON THE ATTACHED SURVEY, TO THE RECORD OWNER(S) OF CHARLESTON COUNTY TMS NO. 301-00-00-795, SUBJECT TO ANY AND ALL EASEMENTS AND UTILITIES AND FURTHER SUBJECT TO THE CONDITIONS SET FORTH HEREIN.

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 quitclaim deed and other necessary documents, approved as to form by the Office of Corporation Counsel, to quitclaim a portion of Floyd Drive, as shown on Exhibit 1, attached hereto and incorporated herein by reference (the “Property”), to the record owner(s) of Charleston County TMS No. 301-00-00-795, subject to any easements or utilities held by the City or by other user of the easements or utilities, including but not limited to drainage easements and facilities, whether or not such easements and utilities have been recorded.

Section 2. This Ordinance shall become effective upon the last of the following events: (1) receipt by the City from the record owner(s) of Charleston County TMS No. 301-00-00-795 of all applicable fees, including but not limited to recording fees and deed stamps, associated with the quitclaim deed; (2) the adoption by City Council of a resolution closing and abandoning the ROW Area; and (3) receipt by the City from the record owner(s) of Charleston County TMS No. 301-00-00-362 of a consent to the quitclaim deed.
Section 3. If the conditions set forth in Section 2 have not been satisfied within ninety (90) days of the adoption of this Ordinance, then this Ordinance shall become null and void.

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  )
COUNTY OF CHARLESTON    )
QUITCLAIM DEED

WHEREAS, CITY COUNCIL OF THE CITY OF CHARLESTON, by ordinance No.
2021-033, duly enacted and ratified March 23, 2021, authorized the Mayor to execute on behalf
the City quitclaim deed and any other necessary documents, to quitclaim a portion of Floyd Drive,
as shown in the survey attached as Exhibit 1, to the record owner(s) of Charleston County TMS
No. 301-00-00-795, subject to any and all easements and utilities, whether or not such easements
and utilities have been recorded; and

WHEREAS, City Council having previously enacted a resolution, after public notice and
hearing, to close and abandon a portion of Floyd Drive; and

WHEREAS, 3202 COASTAL GRASS WAY (SC) OWNER, LLC, a Delaware limited
liability company, hold title to those lands adjoining Floyd Drive on both sides of the Floyd Drive
right-of-way, as will appear by reference to that certain deed from MCG Harpers Place, LLC to
the above named parties dated April 23, 2021 and recorded April 23, 2021 in the office of the
Register of Deeds for Charleston County in Book 0984, Page 337.

NOW, THEREFORE: KNOW ALL MEN BY THESE PRESENTS that the CITY OF
CHARLESTON, A MUNICIPAL CORPORATION ("Grantor"), in consideration of the premises
and the sum of Ten and 00/100 ($10.00) Dollars to the Grantor paid by 3202 COASTAL GRASS
WAY (SC) OWNER, LLC, a Delaware limited liability company ("Grantee(s)"), at and before the
sealing and delivery of these presents, the receipt of which is hereby acknowledged, has remised,
released and forever quitclaimed, and by these presents does hereby remise, release and forever
quitclaim into the said 3202 COASTAL GRASS WAY (SC) OWNER, LLC, a Delaware limited
liability company, its successors and assigns forever, all of the Grantor's rights, title and interests in and to the following described properties to wit:

A portion of Floyd Drive, more fully described as follows:

A PORTION OF FLOYD DRIVE HEREBY ABANDONED 0.22 ACRES (TO PARCEL A-2)” on that certain plat entitled “FINAL PLAT OF THE SUBDIVISION AND ADJUSTMENT OF PROPERTY LINES BETWEEN PARCEL A-2 (10.65 Ac.) & FLOYD DRIVE TO CREATE PARCEL A-2 (10.11 AC.), FLOYD DRIVE, A NEW CPW PUMP STATION & NEW CPW UTILITY EASEMENT” dated ____________ and recorded on ______________ in Book __________, Page __________ in the Office of the Register of Deeds for Charleston County, South Carolina.

The said parcel conveyed hereby to be added to and to become a part of the adjoining lot, TMS No. 301-00-00-795, subject to any easements or utilities held by the City or by other user of the easements or utilities, including but not limited to drainage easements and facilities, whether or not such easements and utilities have been recorded.

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining, and all title and interest, if any, of Grantor in and to all strips, gaps and gores lying between the said parcels and the parcels already owned by the Grantee, all rights of ingress and egress and any easements or other appurtenances benefiting the tracts conveyed herein.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee hereinafore named and Grantee's successors and assigns, forever, so that neither the said Grantor nor its successors or assigns, nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.
WITNESS the hand and seal of the Mayor of the City of Charleston, a Municipal Corporation, this __________ day of ______________________, 2022.

WITNESSES:

________________________
Witness #1

________________________
Witness #2/Notary

CITY OF CHARLESTON, A MUNICIPAL CORPORATION

By:

________________________
John J. Tecklenburg
Its: Mayor

ATTEST:

________________________
Jennifer Cook
Clerk of Council

STATE OF SOUTH CAROLINA )
                        ) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON   )

I, ____________________________, the undersigned Notary Public for the State of South Carolina, certify that the CITY OF CHARLESTON, A MUNICIPAL CORPORATION by John J. Tecklenburg, its Mayor and Jennifer Cook, its Clerk of Council, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this _________ day of ________________, 2022.

________________________
Notary Public of South Carolina

Print Name: ______________________

My commission expires: ____________
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate DATE: August 29, 2022
FROM: Magalie Creech DEPT: Legal
ADDRESS: 838 Morrison Drive Charleston, SC 29403
TMS: 459-07-00-010

PROPERTY OWNER: Morrison Yard Owner, LLC
Authorize the Mayor to accept, on behalf of the City of Charleston as Grantee, irrevocable deed restrictions in favor of the City in and to 838 Morrison Drive in connection with Grantor's request for Quality Outdoor Public Space incentive points and height/density bonuses under the

ACTION REQUEST: Upper Peninsula District Zoning Ordinance

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

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

Department Head
Legal Department
Chief Financial Officer
Director Real Estate Management

Signature

Attachments ☐ ☒

FUNDING: Was funding needed? Yes ☐ No ☒
If yes, was funding previously approved?* Yes ☐ No ☒

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

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

AUTHORIZING THE MAYOR TO ACCEPT, ON BEHALF OF THE CITY OF CHARLESTON, AS GRANTEE, IRREVOCABLE DEED RESTRICTIONS IN FAVOR OF THE CITY IN AND TO 838 MORRISON DRIVE, FROM MORRISON YARD OWNER, LLC, AS GRANTOR, IN CONNECTION WITH GRANTOR’S REQUEST FOR QUALITY OUTDOOR PUBLIC SPACE INCENTIVE POINTS AND HEIGHT/DENSITY BONUSES UNDER THE CITY’S UPPER PENINSULA DISTRICT ZONING ORDINANCE.

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

1. Morrison Yard Owner, LLC is the owner of 838 Morrison Drive and is seeking incentive points and height/density bonuses under the City’s Upper Peninsula District Zoning Ordinance at Part 17 of Chapter 54. Morrison Yard Owner, LLC also intends a public dedication of 838 Morrison Drive.

2. Morrison Yard Owner, LLC has agreed to subject 838 Morrison Drive to irrevocable deed restrictions in favor of the City by Restrictive Covenant in connection with its pursuit of allowances under the City’s Upper Peninsula District Zoning Ordinance.

3. The City acknowledges the public benefit that will result from its acceptance of such deed restrictions in the City’s favor.

4. City Council desires to authorize the Mayor to accept the rights and interests conferred by the Restrictive Covenant from Morrison Yard Owner, LLC in and to 838 Morrison Drive.

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

Section 1. That the Mayor is authorized to accept irrevocable deed restrictions in and to 838 Morrison Drive, Charleston, SC 29403, TMS# 459-07-00-010, from Morrison Yard Owner, LLC, by Restrictive Covenant, a copy of which is attached hereto and incorporated herein by reference as Exhibit 1.
Section 2. This Ordinance shall become effective upon ratification.

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

By: ____________________________
John J. Tecklenburg, Mayor

ATTEST:

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

RESTRICTIVE COVENANT

In reference to the property or properties, identified by tax parcel number above and as more fully set forth in Exhibit A.1 attached hereto ("Property"), and subject to a public dedication as required by the City of Charleston, South Carolina ("City" and "Grantee") so that MORRISON YARD OWNER, LLC ("the Grantor") may qualify for incentive points in the Upper Peninsula zoning district, the Property shall be subject to the conditions, covenants, restrictions and limitations set forth below, which shall be considered as covenants running with the land and shall be binding on the Grantor, Grantee, and their heirs, successors, and assigns, together with all successors in title to the Property:

RECITALS

WHEREAS, as provided in City of Charleston Ordinance Section 54-299.21, "Numerous studies and plans suggest the area of the Peninsula lying generally to the east of Interstate 26 and north of Huger Street (Upper Peninsula District) is well suited for greater density and increased building height due to its connectivity to major transportation routes such as I-26, Highway 17, Highway 52 and Highway 78, the expansive nature of its existing infrastructure and its relatively sparse population as compared to other areas of the Peninsula. The character of the Upper Peninsula District is distinct and different from other areas of the Peninsula in that there is not a predominance of historic buildings, thus presenting an opportunity for buildings to be sized and designed in a manner that incorporates architectural features characteristic to Charleston, but which also take advantage of the geographic features of the area, as the potential for views of both the Ashley and Cooper Rivers exist. After receiving valuable input from various sectors of the public, including residents, neighborhood leaders, area businesses and nonprofit groups, preservation organizations, developers, real estate professionals, designers and green building experts, City Council finds it to be in the public interest that this area of the Peninsula be developed in a manner that reflects the built environment, makes advantageous use of technology to protect the natural environment and which provides opportunities for diverse housing and commercial activities."

WHEREAS, as provided in Section 54-299.22, "The purpose of the Upper Peninsula District is to preserve the character and quality of the existing residential neighborhoods and to accommodate responsible growth and redevelopment through the use of incentives designed to promote and protect the built and natural environments."
WHEREAS, as provided in Section 54-299.32, "Height and density bonuses are available to owners who achieve a predetermined sum of incentive option points. The options for achieving points are identified in Table 1: Incentive Options. The number of points required to achieve a bonus for one (1) building is set out in Table 2: Building Height and Density Bonuses.

WHEREAS, as provided in Section 54-299.32 (i)(6): "Outdoor Public Space. High quality public spaces are important attributes of any thriving community. As a community grows, so too does the demand for additional outdoor space. Quality public places are thoughtfully designed to be accessible, comfortable, sociable and to provide a variety of activities. A quality outdoor public space provides a much-needed alternative to the surrounding urban development. Outdoor public spaces may include, but are not limited to, parks, plazas, and greenways."

WHEREAS Section 54-299.32(i)(6) further provides the requirements of the outdoor public space in exchange for incentive bonus points and specifically requires "... onsite contiguous outdoor space that is publicly accessible and privately maintained by the property owner. This space shall be preserved and protected in perpetuity by either a conservation easement held by a suitable entity and monitored annually or by irrevocable deed restrictions in favor of the City."

WHEREAS the Grantor wishes to obtain height and density bonus for the Property located in the Upper Peninsula District in accordance with the City's ordinance.

WHEREAS the Grantor seeks incentive points under the Quality Outdoor Public Space ("QOPS") provision of the ordinance and to that end, and in accordance with that ordinance, agrees to subject the Property to the following irrevocable deed restrictions in favor of the City.

NOW THEREFORE, the Grantor makes the grant pursuant to Section 54-299.32(i)(6) subject to the following terms and conditions:

1. **Quality Outdoor Public Space Subject to Conditions.** The QOPS subject to this restrictive covenant is defined and shown as outlined in red on the drawings attached as Exhibits A.2 and A.3, both of which are incorporated by reference herein.

2. **Terms: General Conditions.** In accordance with Section 54-299.32(i)(6), the QOPS described above shall be subject to the following General Conditions:
   a. The space shall be contiguous.
   b. The space shall be designed by a licensed landscape architect and subject to approval by applicable City boards and commissions.
   c. The space shall be at ground level, adjacent to a public right of way and visible from a public right of way. The space may connect to a public right of way via a pedestrian path; however, the path will not be factored into the size of the public space.
d. The space will be open to the public daily **during normal business hours from dawn until dusk**, 9:00 am to 5:00 pm. Special events or programmed activities that restrict public access shall be limited to twelve (12) days per calendar year.

e. The space shall display appropriate welcome signage at the main entrance in a prominent location.

f. The space shall accommodate, at a minimum, six (6) different semi-programmed activities which may include, but are not limited to: paths to walk, places to sit, tables to utilize, games to play, music to hear, Wi-Fi to access, playgrounds to climb, community gardens to cultivate, art exhibits to observe, fountains to watch, etc. so there are a wide range of reasons to visit the space.

g. The space shall include ample plantings such as trees, shrubs, flowering plants, groundcover, or turf, as appropriate. Generally, turf shall be limited to areas where use and/or play is anticipated. Responsible selection, placement and spacing of vegetation shall be made so all species may mature properly in the space over time.

h. The space shall include native plants or introduced plants that are not considered invasive species.

i. The space shall provide a programmable irrigation system to properly maintain plantings and/or usable turf. All irrigation systems shall use a rain sensor to prevent the irrigation from unnecessarily running during a rainstorm or directly after there has been sufficient rainfall. Irrigation is encouraged to run in early morning (before 10:00am) or early evening hours (after 4:00pm) to minimize water loss from drift, evaporation, and evapotranspiration all associated with mid-day watering.

j. The space shall offer shade by means of plantings and/or shade structures. Greater than fifty (50%) percent of the programmed sitting areas are encouraged to be in the shade between the hours of 10:00am and 4:00pm during the summer months of June, July, and August.

k. The space shall be designed at a pedestrian scale.

l. The space shall include an appropriate hardscape and softscape material palette that is comfortable, aesthetically appealing and is of quality construction.

m. The space shall incorporate a variety of site furniture to include ample seating areas, (some designed for single users, and others designed for groups), tables, trash receptacles, recycling bins, etc.

n. The space shall integrate lighting into appropriate locations and use energy efficient lighting systems.

o. The space will provide two bike racks for outdoor bicycle parking.

p. The space shall display local public art as either a focal point or supplementary pieces.

q. Utilization of designs which serve multiple purposes to maximize efficiency in small spaces are encouraged. By way of example, a rain garden could offer stormwater management, aesthetically appealing plantings, wildlife habitat, a seat wall around the edge and a focal piece of art in the center. A piece of art could also function as a bike rack or other piece of site furniture and could be an iconic identifier of the public space.
r. The space shall not allow automobile uses except for maintenance or special event reasons.
s. The space shall have and follow a City approved long term maintenance plan, as set forth by separate agreement of the parties which may be amended from time to time upon mutual written consent.
t. Certificate of occupancy. If the committed points in this category are not achieved, the owner shall be required to substitute incentive options and earn all points necessary to justify bonuses before a certificate of occupancy will be issued.
u. Implementation. This incentive option is not limited to being in, on or around a specific building, but does need to be located onsite.
v. Point redemption. Points earned from this incentive option may be applied to any building on the site, in any full point increment.

3. **Terms: Exceptional Conditions.** In addition, the Grantor may opt to comply with one or more of the following Exceptional Conditions to achieve additional points under the ordinance:

   a. The space shall accommodate, at a minimum, ten (10) different semi-programmed activities in total. Activities may include, but are not limited to paths to walk, places to sit, tables to utilize, games to play, music to hear, Wi-Fi to access, playgrounds to climb, community gardens to cultivate, art exhibits to observe, fountains to watch, etc. so there are a wide range of reasons to visit the space.

   b. The space shall use rainwater catchment cisterns to collect rainwater on site. The collected rainwater shall be reused in the irrigation system to help meet the irrigation demand of the landscaped plantings. Display appropriate stormwater educational signage, approved by the Department, in a prominent location.

   OR

   c. The space shall incorporate renewable energy to be utilized within the space, such as solar powered overhead lighting, solar powered pathways, solar powered device charging stations, etc. Display appropriate renewable energy educational signage, approved by the Department, in a prominent location.

4. **Transfer.** The Grantor, and its successors and assigns, may freely convey any interest in the Property, but such transfer shall be subject to these deed restrictions contained in this restrictive covenant.

5. **Inspection.** The City, its representatives and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this restrictive covenant.
6. **Enforcement.** The City and its representatives, successors, and assigns are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of the ordinance or this restrictive covenant. The relative rights and responsibilities of the parties include the following:
   a. The City will notify the Grantor or its successor and any current holder of an interest of the Property in writing and advise them they have sixty (60) days to correct the violation.
   b. If the Grantor or any current holder of an interest in the Property fails to demonstrate a good faith effort to come into compliance with the terms of the ordinance or this restrictive covenant within the 60-day period, the City shall enforce the terms of the ordinance by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

7. **Amendment.** This agreement may be amended upon signatures of the City and the Grantor.

8. **Severability.** Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this restrictive covenant shall not be affected and shall remain valid and enforceable.

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**IN THE PRESENCE OF:**

Morrison Yard Owner, LLC

By: ____________________

Its: ____________________

Date: ____________________

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STATE OF SOUTH CAROLINA)  
COUNTY OF CHARLESTON  

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the above-named Morrison Yard Owner, LLC, by __________, its __________, sign, seal and as its act and deed deliver the written Agreement and that s/he, together with the other witnesses above named, witnesses the execution thereof.

---

SWORN before me this ___ day of May 2022

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**NOTARY PUBLIC FOR SOUTH CAROLINA**  
My commission expires: __________
IN THE PRESENCE OF:  

THE CITY OF CHARLESTON  

By:  

Its:  

Date:  

STATE OF SOUTH CAROLINA)  

COUNTY OF CHARLESTON  

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the above named The City of Charleston, by  

__________, its ________ sign, seal and as its act and deed deliver the written Agreement and that s/he, together with the other witnesses above named, witnesses the execution thereof.  

SWORN before me this  

___ day of May 2022  

NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires:  

__________
ALL THOSE CERTAIN lots, pieces or parcels of land, with the buildings and improvements thereon, if any, containing 6.05 acres, more or less, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, being more particularly shown and designated on that certain plat recorded in Plat Book L18, at Pages 0506 and 0507 in the ROD Office for Charleston County, S.C., by E.M. Seabrook Engineers I Surveyors dated March 13, 2018, entitled “City of Charleston, Charleston County, S.C. Plat Showing the Abandonment of Property Lines and Combination of TMS 459-02-00-001 and 459-02 00-015 Creating a 2.91 Acre Parcel and Showing the Abandonment of Property Lines and Combination of TMS 459-07-00-008, TMS 459-07-00-009, TMS 459-07-00-010, TMS 459-07-00-016, TMS 459-07-00-017, TMS 459-07-00-018, TMS 459-07-00-024, TMS 459-07-00-025 and a Portion of TMS 400-00-00-001 Creating a 6.05 Acre Parcel All Owned by South Carolina State Ports Authority About to be Conveyed to ODP Morrison LLC”. Said parcels having such size, shape, metes, bounds, locations and dimensions as shown on said plat and as are more particularly described as follows:

PARCELS SOUTH OF JOHNSON STREET
BEGINNING AT A POINT on the southern right-of-way of Johnson Street near its intersection with Morrison Drive, thence along the right-of-way of Johnson Street N 63°06’55"E, for a distance of 36.76 feet to a point marked with an iron rebar, Thence continuing along Johnson Street N 65°56’50"E, for a distance of 325.62 feet to a computed point, Thence continuing along Johnson Street N 65°56’50"E, for a distance of 59.34 feet to a point marked with an iron rebar, Thence along property of South Carolina State Ports Authority S 48°31’34"E, for a distance of 325.12 feet to a point marked with an iron rebar, thence along property of the Ports Authority around a curve to the right with a delta angle of 7°03’15", an arc of 60.33 feet, a tangent of 30.20 feet, a radius of 489.99 feet, a chord of 60.29 feet and a chord bearing of S 44°59’56"E to a point marked with an iron rebar, Thence continuing along property of the Ports Authority S 41°28’19"E for a distance of 107.40 feet to a computed point, Thence continuing along property of the Ports Authority around a curve to the right with a delta angle of 6°13’53", an arc of 76.47 feet, a tangent of 38.27 feet, a radius of 703.08 feet, a chord of 76.43 feet and a chord bearing of S 38°21’22"E to a computed point, Thence continuing along property of the Ports Authority S 49°15’43"W for a distance of 105.63 feet to a computed point, Thence continuing along property of the Ports Authority S 27°46’32"E for a distance of 129.15 feet to a computed point, Thence continuing along property of the Ports Authority S 47°59’57"W for a distance of 72.15 feet to a computed point, Thence continuing along Morrison Drive S 65°50’07"W for a distance of 24.52 feet to a point marked with an iron pipe, Thence continuing along Morrison Drive around a curve to the left with a delta angle of 2°27’02", an arc of 326.78 feet, a radius of 7640.00 feet, a chord of 326.75 feet and a chord bearing of N 50°50’04"W to a point marked with an iron rebar, Thence continuing along Morrison Drive N 56°07’27"W for a distance of 59.39 feet to a point marked with an iron rebar, Thence continuing along Morrison Drive N 48°44’04"W for a distance of 276.54 feet to a point marked with an iron rebar, Thence N 18°52’43"W for a distance of 27.42 feet to a point marked with an iron pipe, SAID POINT BEING THE POINT OF BEGINNING. The property contains 6.05 acres.

TMS 459-07-00-010

Being the same property conveyed to Morrison Yard Owner, LLC, a Delaware limited liability company, by deed of ES10 LLC, a South Carolina limited liability company, dated January 2, 2020 and recorded in Book 0820, at Page 773 in the ROD Office for Charleston County, S.C on January 6, 2020.
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate
DATE: August 29, 2022

FROM: Julia Copeland
DEPT: Legal

ADDRESS: A Portion of Hampton Park

TMS: 460-00-00-002

PROPERTY OWNER: City of Charleston
"AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY
A UTILITY EASEMENT, APPROVED AS TO FORM BY THE OFFICE OF
CORPORATION COUNSEL, TO THE CITADEL, ENCUMBERING A
PORTION OF THE CITY’S REAL PROPERTY DESIGNATED AS
CHARLESTON COUNTY TMS NO. 460-00-00-002, WITHIN THE RIGHT
OF WAY SHOWN ON PLAT DATED FEBRUARY 7, 2022, ENTITLED
“PLAT SHOWING A NEW VARIABLE WIDTH GENERAL UTILITY
EASEMENT”, ATTACHED AS EXHIBIT A, TO PERMIT INSTALLATION
OF A STEAM LINE ADJACENT TO THE EAST SIDE OF THE CITADEL
CAMPUS."

ACTION REQUEST: C

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

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

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<tr>
<th>Department Head</th>
<th>Signature</th>
<th>Attachments</th>
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<td>Chief Financial Officer</td>
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<tr>
<td>Director Real Estate Management</td>
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</tbody>
</table>

FUNDING: Was funding needed? Yes ☐ No ☒
If yes, was funding previously approved?* Yes ☐ No ☒

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

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

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A UTILITY EASEMENT, APPROVED AS TO FORM BY THE OFFICE OF CORPORATION COUNSEL, TO THE CITADEL, ENCUMBERING A PORTION OF THE CITY’S REAL PROPERTY DESIGNATED AS CHARLESTON COUNTY TMS NO. 460-00-00-002, WITHIN THE RIGHT OF WAY SHOWN ON PLAT DATED FEBRUARY 7, 2022, ENTITLED “PLAT SHOWING A NEW VARIABLE WIDTH GENERAL UTILITY EASEMENT”, ATTACHED AS EXHIBIT A, TO PERMIT INSTALLATION OF A STEAM LINE ADJACENT TO THE EAST SIDE OF THE CITADEL CAMPUS.

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 specific utility easement, approved as to form by the Office of Corporation Counsel, to The Citadel, encumbering a portion of the City’s real property designated as Charleston County TMS No. 460-00-00-002, within the Right of Way shown on the Plat dated February 7, 2022 entitled “Plat Showing a New Variable Width General Utility Easement”, attached as Exhibit A, to permit the installation of steam line adjacent to the East side of the Citadel campus.

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
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate           DATE: August 30, 2022

FROM: Magalie Creech                  DEPT: Legal

ADDRESS: 65 Sycamore Avenue, Charleston, SC 29407

TMS: 418-10-00-033

PROPERTY OWNER: GH Saint Andrews LLC

"Authorize the Mayor to execute on behalf of the City an Access Easement Relocation Agreement which relocates an existing easement in favor of the City over a portion of 65 Sycamore Avenue, TMS No. 418-10-00-033, for perpetual ingress and egress."

ACTION REQUEST: _____________________

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

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<td>Director Real Estate Management</td>
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</table>

FUNDING: Was funding needed? Yes ☐ No ☒

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

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

Balance in Account ____________________ Amount needed for this item ____________________

NEED: Identify any critical time constraint(s).
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

ACCESS EASEMENT  
RELOCATION AGREEMENT

THIS ACCESS EASEMENT RELOCATION AGREEMENT (the “Agreement”) is made this _____ day of __________________, 2022, by and between GH Saint Andrews, LLC (the “Grantor”) and the City of Charleston, a South Carolina municipal corporation (the “Grantee” or the “City”).

WHEREAS, Grantor is the owner of the real property located in the City of Charleston, Charleston County, South Carolina described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Grantee holds a thirty (30”) foot wide ingress egress easement (“Access Easement”) over a portion of the Property, as reflected upon a plat previously recorded in Plat Book BP at Page 147 on November 25, 1987, with a five hundred eighty-eight and thirty-one hundredths (588.31”) foot center line running through the Property, and further shown, inter alia, on plats recorded in the Charleston County Register of Deeds Office in Plat Book EB, Page 934, Plat Book BQ, Page 36, Plat Book BP, Page 117, Plat Book BX, Page 117, Plat Book EA, Page 167, and Plat Book L17, Page 0114 (together, the “Prior Plats”) (the location of the Access Easement as depicted upon the Prior Plats is referred to herein as the “Prior Easement Area”); and

WHEREAS, the Grantor and Grantee agree to relocate the Access Easement from the Prior Easement Area depicted on the Prior Plats, to the new location shown on the plat to be recorded and attached hereto as Exhibit B, such that the relocated Access Easement shall continue to provide perpetual ingress and egress across the Property for the benefit of the City, all on the terms set forth herein; and

NOW, THEREFORE, Grantor and Grantee state as follows with regard to the Property:

1. **Recitals.** The recitals above stated are incorporated herein by reference.

2. **Relocation and Grant of Access Easement.** Grantor hereby grants, bargains, sells and conveys unto Grantee, and Grantee’s invitees, permittees, employees, agents and representatives, a non-exclusive, commercial, appurtenant, permanent, irrevocable, transmissible, and assignable easement (the “Access Easement”) for the purpose of pedestrian and vehicular access, ingress to and egress over, across and through that portion of the Property being shown in cross-hatching and depicted on Exhibit B as “HATCHED AREA SHOWN AS DEDICATED TO THE CITY FOR PERPETUAL ACCESS” (together, the “Access Easement Area”). By its acceptance of the Access Easement, Grantee understands and agrees that: (a) no barriers,
impediments or obstructions of any kind shall be erected, built or placed within the Access Easement Area which may impede or hinder the free flow of traffic within the Property, except with the prior written consent of the owner of the Property, which consent shall not be unreasonably withheld, or except for temporary interruptions or relocations relating to routine maintenance or repairs which do not materially impair the rights of ingress and egress granted hereby; and (b) the purpose and intent of the grant of the Access Easement hereby, and the construction of the Access Easement Improvements (as defined herein) by the Grantor as set forth below, is to relocate the existing easement and to permit and promote two-way vehicular traffic across and through the Property, and that, accordingly, upon Grantor’s completion of construction of the Access Easement Improvements, and for so long as this Agreement remains in effect, the Access Easement shall remain a two-way drive lane for use by the general public for vehicular and pedestrian ingress and egress to and from St. Andrews Boulevard. Grantee agrees that the Access Easement is hereby relocated from the Prior Easement Area to the Access Easement Area, and hereby relinquishes the Access Easement from those portions of the Prior Easement Area not otherwise being part of the Access Easement Area depicted on Exhibit B.

3. **Construction and Maintenance of Improvements.** Grantor agrees to construct access improvements within the Access Easement Area (the “Access Easement Improvements”) at Grantor’s sole expense, in compliance with applicable law, and in and good and workmanlike manner. After the initial construction of the Access Easement Improvements by the Grantor, the Grantor shall be responsible, at Grantor’s expense, for keeping, maintaining and repairing the Access Easement Improvements in a first-class condition and repair, including (i) removal of trash and debris and sweeping; and (ii) restriping, pot hole repairs, resurfacing or repaving. All maintenance, repair and replacement within the Access Easement Area related to the Access Easement shall be undertaken in a neat and orderly manner, free and clear of liens, and in a manner so as to minimize the interference with ongoing business activity upon the Property. Upon its completion of construction activities (or more immediately if the damage is such as to materially impair the use of any driveway, roadway or parking area), the party performing such construction shall repair, restore and/or reconstruct any damage to the Property, including any improvements thereon, caused by such construction activities.

4. **Agreement to Run with the Land.** The terms, conditions and requirements of this Agreement shall be binding on and inure to the benefit of the Grantor, as the owner of the Property, and the Grantee, and their respective successors and assigns. The terms, conditions and requirements of this Agreement shall be appurtenant to, affect, and run with the Property for a period of twenty (20) years from the date of recording, after which time it shall be automatically extended for successive periods of ten (10) years unless amended as provided in this Agreement.

5. **Amendment.** This Agreement may not be modified or amended, in whole or in part, except by the written consent of the owner of the portion of the Property upon which the Access Easement Area is located and Grantee, as evidenced by an amendment to this Agreement that has been fully executed and acknowledged and recorded in the Charleston County Register of Deeds Office.
6. **Waiver.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

7. **No Public Dedication or Parking Rights.** Nothing herein is intended, nor shall be construed, to create any rights whatsoever for the benefit of the general public in and to the Property or the improvements constructed thereon, other than the Access Easement itself, and nothing herein shall be constituted to effect, or intend to effect, a dedication of any road, street or driveway on the Property to the general public. Nothing herein is intended, nor shall be construed, to create any rights whatsoever for parking by Grantee, or the general public, on the Property, including the Access Easement Area.

8. **Miscellaneous.** Grantor and Grantee each represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. Time is of the essence of this Agreement.

[Remainder of Page Left Blank Intentionally]
IN WITNESS WHEREOF, the undersigned has executed or caused this Agreement to be executed as of the day and year first above written.

Signed, seal and delivered in the presence of:

GRANTOR:

GH Saint Andrews, LLC, a South Carolina limited liability company

By: ____________________________
   Mikell C. Harper, its Member

STATE OF SOUTH CAROLINA )
   ) ACKNOWLEDGEMENT
COUNTY OF CHARLESTON )

I, the undersigned notary public, do hereby certify that GH Saint Andrews, LLC, South Carolina limited liability company, by Mikell C. Harper, its Member, 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: ____________

[Signatures Continue on Following Page]
IN WITNESS WHEREOF, the undersigned has executed or caused this Agreement to be executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF: CITY OF CHARLESTON

By: ____________________________
Name: __________________________
Title: __________________________

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that the City of Charleston, by ____________________________, its ____________________________, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____ day of December, 2020.

Notary Public for South Carolina
Print Name: __________________________
My Commission Expires: __________________________
EXHIBIT A

(Legal Description of Property)

ALL that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being in the City of Charleston, Charleston County, South Carolina, being shown and designated as Parcel One (9.020 Ac.) on that certain plat entitled "A PLAT OF THE PROPERTY LINE ABANDONMENT BETWEEN LOT A (0.524 AC.), TRACT C (5.812 AC.), TRACT B (2.566 AC.) & TMS #418-10-00-111 (0.118 AC.) TO CREATED PARCEL ONE (9.020 AC.), CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, PREPARED FOR AND OWNED BY GH SAINT ANDREWS, LLC", prepared by Phillip P. Gerard, PLS No. 26596 of Thomas & Hutton Engineering Co., dated January 9, 2017 and recorded in the ROD Office for Charleston County in Plat Book L17 at Page 0114 on February 27, 2017. Said parcel having such size, shape, metes, bounds, locations, buttins and boundins as are shown on said plat.

BEING a portion of the property conveyed to GH Saint Andrews, LLC by deed of Venning Road Investment, LLC dated September 5, 2014 and recorded in the ROD Office for Charleston County on September 5, 2014 in Book 0427 at Page 590 and BEING a portion of the property conveyed to GH Saint Andrews, LLC by Quit Claim Deed of Venning Road Investment Company, LLC dated September 5, 2014 and recorded in the ROD Office for Charleston County on September 5, 2014 in Book 0427 at Page 592 and BEING a portion of the property conveyed to GH Saint Andrews, LLC by deed of Phimarga B, Inc., dated April 21, 2015 and recorded in the ROD Office for Charleston County on April 23, 2015 in Book 0471 at Page 207 and BEING a portion of the property conveyed to GH Saint Andrews, LLC by deed of Spirit Master Funding VII, LLC dated January 30, 2017 and recorded in the ROD Office for Charleston County on February 9, 2017 in Book 0615 at Page 990, as re-recorded on April 11, 2017 in Book 0629 at Page 722, and as re-re-recorded on May 1, 2018 in Book 0634 at Page 208.

TMS Number: 418-10-00-033.
EXHIBIT B
(Plat to be Recorded)
REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: August 30, 2022
FROM: Julia Copeland DEPT: Legal

ADDRESS: 5 ½ Alexander St

TMS: Portion of 458-01-01-002

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Ordinance authorizing Mayor to execute two-year renewable license agreement regarding 5 1/2 Alexander Street.

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

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

Department Head
Legal Department
Chief Financial Officer
Director Real Estate Management

Signature

Attachments

FUNDING: Was funding needed? Yes ☐ No ☒

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

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

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.
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 5 1/2 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 )
COUNTY OF CHARLESTON )

TWO-YEAR RENEWABLE
LICENSE AGREEMENT

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 “Licensor”) 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 ½ 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 ½ 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: juliararmstrong@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.
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:

CITY OF CHARLESTON

By: ____________________________
Print Name: John J. Tecklenburg
Its: Mayor
Date: _____________________________

First Witness

Second Witness

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:

First Witness

Second Witness

THE COMPOSED ABODE, LLC

By: Julia R. Armstrong

Its: Sole Member

Date: 9 August 2022

STATE OF SOUTH CAROLINA

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 9th day of August, 2022.

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 "Grantee") 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, KNOWN 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 31.

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 31; 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
6. It is intended by the covenants and agreements hereinabove set forth that the Grantor shall be deemed a beneficiary of the covenants and agreements set forth in Paragraph 1 above, and the Grantor 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 Grantor and the United States for the entire period during which such covenants and agreements shall be in force without regard to whether the Grantor 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 Grantor 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
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 Grantee
upon the basis of race, color, creed, or national origin in
the sale, lease, or rental or in the use 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 Paragra-
ph 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 Paragra-
ph 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 coven-
ants 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.
agrees as follows:

A. That its purchase of the property hereinabove 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 Grantor, 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 foregoing without the prior written approval of the Grantor which approval shall be on such conditions as the Grantor may in its exclusive discretion determine.

C. The Grantor 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 Grantor 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 Grantor 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 Grantor.
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 whomsoever 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 Gaillard, 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. Glass
Mary R. Wilson

THE HOUSING AUTHORITY OF THE
CITY OF CHARLESTON

By: [signature]
Its Chairman

By: [signature]
Its Secretary
WITNESSES

Mary T. Glass

Mary A. Watson

THE CITY COUNCIL OF CHARLESTON

By: J. Palmer Spratt, Jr.

Attest: J. L. Wilson

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
June, A. D. 1968 Mary R. Wrixon

NOTARY

State of South Carolina
My commission expires 1/1/71

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 Gallow 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
June, A. D. 1968 Mary R. Wrixon

NOTARY

State of South Carolina
My commission expires 1/1/71
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 the firm of F. Cheatham, R. L. S. and C. E., entitled "SUBDIVISION PLAT, PROJECT NO. SC-F-6, AUDITORIUM URBAN RENEWAL AREA, THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON", dated March 25th, 1966, and revised May 2, 1969 and June 6, 1968, and recorded in the Register Office of 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 61° 51' 27" E for a distance of 90.14 ft. to point #2; thence in a southerly direction bearing 5° 10' 39" S for a distance of 121.42 ft. to point #3; thence in a westerly direction bearing 85° 34' 32" W for a distance of 9.63 ft. to point #4; thence in a southerly direction bearing 8° 58' 37" S for a distance of 48.93 ft. to point #5; thence in a westerly direction bearing 80° 52' 11" W for a distance of 99.67 ft. to point #6; thence in a northerly direction bearing 1° 44' 25" N 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 80° 29' 24" E for a distance of 100.10 ft. to point #8; thence in a southerly direction bearing 9° 15' 36" S for a distance of 121.21 ft. to point #9; thence in a westerly direction bearing 81° 31' 33" W for a distance of 34.83 ft. to point #10; thence in a southerly direction bearing 8° 14' 35" S for a distance of
80.35 ft. to point \#11; thence in an easterly direction bearing 
N 83° 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° 59' 
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 direc-
tion bearing S 7° 50' 40" E for a distance of 100 ft. to passing 
through point \#17 to point \#20; thence in a westerly direction bear-
ing 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 92.45 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 bear-
ing 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 bear-
ing 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 #28; thence in a north-easterly direction bearing N 61° 54' 26" E for a distance of 72.5 ft. to point #29; thence in an easterly direction bearing N 31° 34' 28" 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 64.5 ft. to point #31; thence in a westerly direction bearing S 51° 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 a northeasterly direction bearing N 61° 54' 28" 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° 56' 34" E for a distance of 24.5 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 115 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 63° 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 143.62 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 59° 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" N 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 90.09 ft. to point #47; thence in a northerly direction bearing N 28° 37' 25" N for a distance of 87.10 ft. to point #48; thence in an easterly direction bearing N 59° 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° 16' 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 81.85 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° 31' 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' 37" 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' 28" 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 428.5 ft. passing through points #77, #76, #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 573.3 ft. passing through points #44, #66, #69 to point of beginning point #57; SAVING AND EXCLUDING THEREFROM those portions of Wall and George (formerly kiuinity) Streets owned by the Grantee and closed 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 19 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" E for a distance of 13 ft. to point #69; thence in a southerly direction bearing S 9° 33' 25" E for a distance of 90 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 #58; 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' 25" 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 367.8 ft. to point #60; thence in a southerly direction bearing S 9° 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. Sheatham, 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 RRC 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' 33" 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" W 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' 28" 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 101.0 ft. to point #77; thence in a southeasterly direction bearing S 91° 4' 28" E for a distance of 105.5 ft. to point #76; thence in a southerly direction bearing S 89° 29' 38" E for a distance of 35.5 ft. to point of beginning 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 #81; thence in a northwesterly direction bearing N 9° 33' 25" W for a distance of 41.5 ft. to point #80; 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 130 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 80° 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 E 61° 31' 27" E for a distance of 41 ft. to point of beginning point #76.
Filed, Indexd and Recorded
June 19, 1928 10:10
Date Time
Book 90 Page 387

Registrar of Mesne Conveyance
Charleston County, S. C.
REAL ESTATE COMMITTEE
GENERAL FORM

TO: John J. Tecklenburg, Mayor     DATE: September 13, 2022
FROM: Scott Watson     DEPT: Cultural Affairs
ADDRESS: Trinity United Methodist Church 273 Meeting St.
TMS: 

ACTION REQUEST: Rental for MOJA Arts Festival on October 2, 2022

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

<table>
<thead>
<tr>
<th>Department Head</th>
<th>Signature</th>
<th>Attachments</th>
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<td>Legal Department</td>
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<td>Chief Financial Officer</td>
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<td>Director Real Estate Management</td>
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FUNDING: Was funding needed? Yes ☑ No ☐
If yes, was funding previously approved? Yes ☑ No ☐
*If approved, provide the following: Dept/Div. 550100 Acct: 52510
Balance in Account $400.00 Amount needed for this item $400.00

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.
COMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: September 13, 2022
FROM: Scott Watson DEPT: Cultural Affairs
ADDRESS: Trinity United Methodist Church 273 Meeting St.
TMS: 
ACTION REQUEST: Rental for MOJA Arts Festival on October 2, 2022

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

☐ ACQUISITION Seller (Property Owner) ___________________________ Purchaser ___________________________

☐ DONATION/TRANSFER
  Donated By: ____________________________________________________________

☐ FORECLOSURE
  Terms: ________________________________________________________________

☐ PURCHASE
  Terms: ________________________________________________________________

☐ CONDEMNATION
  Terms: ________________________________________________________________

☐ OTHER
  Terms: ________________________________________________________________

☐ SALE Seller (Property Owner) ___________________________ Purchaser ___________________________

☐ NON-PROFIT ORG, please name
  Terms: ________________________________________________________________

☐ OTHER
  Terms: ________________________________________________________________

☐ EASEMENT Grantor (Property Owner) ___________________________ Grantee ___________________________

☐ PERMANENT
  Terms: ________________________________________________________________

☐ TEMPORARY
  Terms: ________________________________________________________________
COMMERCIAL REAL ESTATE FORM

☐ LEASE  Lessor:  Trinity U.M. Church  Lessee:  City of Charleston

☐ INITIAL
Terms:  $400.00 rent for the concert

☐ 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).
Rental Group: City of Charleston

Rental Date: Sunday October 2, 2022

Rental Times: 12:30PM to 8:00PM

Contact Person: Ray Swagerty

Phone Number: (843) 724-7414

Rental Purpose: MOJA Arts Festival gospel concert

Base Fee $400.00 for 300 guests maximum

Agreed Rental Fee: Four hundred dollars and zero cents

(Payment Due 1 week prior to event. Checks can be made payable to Trinity United Methodist Church)

THIS AGREEMENT is made by and between the above named person(s), hereinafter referred to as “renter(s)” and Trinity United Methodist Church, for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

Whereas, the rental cost and other fees, if applicable, for the date(s) and time(s) set out above is $400.00, and other fees (if applicable) required have been added to this rental amount. Trinity United Methodist Church does not charge or require any gratuity charge or tip.

The full cost must be paid at least seven (7) days prior to the event, which date is Sept. 23, 2022.

Whereas, rentals are on a first come first serve basis. A non-secured date may be held for forty eight (48) hours after the initial request is made, however; the Rental Agreement and a security/damage deposit must be received within the forty-eight (48) hours to guarantee the date. No reservation is guaranteed or confirmed unless/until this Rental Agreement is signed and returned with the security/damage deposit and other requirements set out herein.

Whereas, City of Charleston shall keep in full force at its expense, public liability insurance (provided by the South Carolina Insurance Reserve Fund or other insurance provider chosen by the City) with a limit not to exceed the amounts listed below for damages as the result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons, or organization, or by any combination of personal injury or property damage sustained by one or more persons or organizations:

a) A limit of Three Hundred Thousand and no/100 ($300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage; and

b) A total sum not to exceed Six Hundred Thousand ($600,000.00) Dollars as the result of any one occurrence, accident or disaster.

Whereas, Except for expenses or liabilities incurred by Trinity United Methodist Church arising from the negligence of the City, the Trinity United Methodist Church hereby expressly agrees to indemnify and hold the City
harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Trinity United Methodist Church expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by Trinity United Methodist Church, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys’ fees incurred by the City and its employees. This promise by Trinity United Methodist Church to indemnify the City shall include bodily injuries or death occurring to the City’s officers, officials, employees and any person directly or indirectly employed by the City, the City’s employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Trinity United Methodist Church shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

Whereas, cancellation of any event must be done in writing, preferably in email form, to Trinity United Methodist Church. Cancellations of ten (10) days or fewer from the scheduled event date shall receive no refund for fees paid. Any cancellation of eleven (11) days or more prior to the event will result in a full refund of any rental fee(s) paid, net any expenses incurred and the damage deposit (due to loss of rental).

Whereas, if this Agreement becomes impossible to perform by either party due to acts of God, fire, flood, war, government regulations, acts of terrorism, disaster, labor disputes, strikes, civil disorder, disease outbreak and or pandemic curtailment of transportation facilities, or other emergencies making it illegal or impossible to hold the Event or provide the facilities, the Event may be cancelled or postponed for any one or more of such reasons by written notice from one party to the other provided that the reason for said cancellation of postponement is in effect in Charleston, SC or the immediate surrounding area and is in effect within thirty (30) days prior to the first Event date and/or scheduled load-in at the Venue. Cancellation of any event must be done in writing.

a. The following options are permissible due to all circumstances listed above:
   i. Both parties will make an effort to reschedule the Event to a future date (within one year from the original date) without liability, with all associated event fees transferred to that reschedule date. If both parties are unable to identify dates to reschedule the Event, Trinity United Methodist Church will refund all fees paid to the City.
   ii. Should the City wish to cancel the event outright due to Force Majeure as described herein and subsequently be unwillingly or unable to reschedule the Event to a future date, the City shall notify Trinity United Methodist Church in writing prior to event load-in. In the event of the City cancellation, Trinity United Methodist Church shall refund all fee(s) less any out-of-pocket paid out by Trinity United Methodist Church on behalf of the City.
   iii. Should Trinity United Methodist Church wish to cancel the event outright due to Force Majeure as described as described herein and subsequently be unwilling or unable to reschedule the Event to a future date, Trinity United Methodist Church shall notify the
TRINITY UNITED METHODIST CHURCH
RENTAL AGREEMENT

City in writing prior to event load-in. In the event Trinity United Methodist Church, the City will be entitled to a refund of fees paid.

In no event will the City be liable for any direct, consequential, compensatory, incidental, special damages, or other damages, or amounts of any nature whatsoever as a result of any cancellation.

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<th>Renter(s) Acknowledgement</th>
<th>Date</th>
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<th>Trinity United Methodist Agent (Witness)</th>
<th>Date</th>
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The Trinity United Methodist Church holds the power to act solely on behalf of Trinity United Methodist Church, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns agents and should be recognized as such by the renter(s), their guests, visitors, or any other persons throughout the rental terms and times.

Trinity United Methodist Church is first and foremost a place of worship and should be treated as such at all times and by renter(s), their guests, visitors, or any other persons during the rental terms and times. As such, renter(s) are prohibited from conducting raffles. Trinity United Methodist Church may not be used for any unlawful purposes. The use or presence of alcohol, tobacco, or illegal drugs by renter(s) and their guests is prohibited.

All decorations and/or staging shall be pre-approved prior to the event and removed immediately after the event as Trinity United Methodist Church will not be held responsible for any items left in the facility. The furnishings of the church shall not be re-arranged or moved without pre-approval. Renter(s) shall not deface the church furniture or surfaces in any way including the use of scotch tape, PostIt products, glue, hardware, etc. The use of Trinity United Methodist Church audio system and/or musical instruments shall be pre-approved and may result in additional fees. Use of the Fellowship Hall and/or serving food and/or beverages shall be pre-approved and may result in additional fees.

Trinity United Methodist Church reserves the right to refuse to rent to any person(s) for any reason deemed necessary. Trinity United Methodist Church cannot be sub-leased by renter(s) for any reason.

By signing this agreement, renter(s) acknowledge the amount of the fees to be paid to Trinity United Methodist Church and agree to be responsible for payment in full in accordance with this agreement. Any changes to this agreement must be handwritten on the face of this original Agreement and shall be initialed by all parties hereto.

Consent and Release:
I have read this Agreement and hereby covenant and agree to all of the general terms and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due Trinity United Methodist Church in accordance with the conditions outlined therein. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the Premises at the discretion of the Trinity United Methodist Church.

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<th>Renter(s)</th>
<th>Date</th>
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TRINITY UNITED METHODIST CHURCH
RENTAL AGREEMENT

Renter(s)  Date

In consideration of the covenants and agreements made by the Applicant, I hereby accept this application on behalf of the Trinity United Methodist Church so as to permit the Applicant the right to use the Premises at the time or times specified there in.

Trinity United Methodist  Date
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate  DATE: August 31, 2022

FROM: Melissa Cruthirds  DEPT: Legal

ADDRESS: Clements Ferry Road

TMS:

PROPERTY OWNER: CAINHOY LAND & TIMBER, LLC

"AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY
A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR
CAINHOY PLANTATION- TRUST# 2 WITH CAINHOY LAND & TIMBER,
LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER AND
SUCCESSOR IN INTEREST TO PETER O. LAWSON-JOHNSTON AND
THE MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS
TRUSTEES OF THE TRUST CREATED BY ARTICLE NINTH OF THE
WILL OF HARRY F. GUGGENHEIM, DECEASED ("TRUST# 2")"

ACTION REQUEST:

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

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

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<th>Attachments</th>
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FUNDING: Was funding needed? Yes [ ] No [x]
If yes, was funding previously approved? Yes [ ] No [x]

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

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

TO: City Council
FROM: Melissa Cruthirds
DATE: September 1, 2022
RE: Third Amendment to Cainhoy Development Agreement

OVERVIEW

- Revises property description in Development Agreement to include Triton and Horton Tracts, effective as of the original 1996 Development Agreement.
- Triton and Horton Tracts remain subject to Cainhoy Zoning District and not Cainhoy PUD.
- Corrects incorrect TMS numbers in certain property included in the Development Agreement.

SUMMARY

The original 1996 Development Agreement subjected approximately 5,000 acres (including the Horton and Triton tracts) to the Cainhoy Zoning District Ordinance, which was ratified at the same time as execution of the 1996 development agreement.

The Second Amendment in 2014 (by and through appropriate ordinances) added the Cainhoy Land & Timber PUD Master Plan and Zoning Text (“Cainhoy PUD”).

As part of the zoning substitution, the property description in the Development Agreement was changed; the revised property description was the same one used for the Cainhoy PUD which does not include the Horton and Triton Tracts; thus, those tracts were erroneously excluded from the Development Agreement.
But the intent was to include the Horton and Triton tracts into the Development Agreement for all purposes other than the Cainhoy PUD zoning text, including without limitation the calculation of the Ad Valorem Taxes and the Minimum City Investment. The Horton and Triton tracts remain subject to the Cainhoy Zoning District.

At the same time as the Second Amendment and Cainhoy PUD were adopted, new property was annexed into the City and subjected to the Cainhoy PUD. However, the TMS numbers identifying the Annexed Property in the Second Amendment were incorrect. This Third Amendment corrects that error, as well.

**VISUAL HISTORY**

MAP A depicts the approximately 5,000 acres included in the 1996 Development Agreement.
MAP B shows the Triton Tract in yellow and the Horton Tracts in blue.

MAP C shows zoning of the Triton and Horton Tracts in deep purple and surrounding parcels.
MAPS D show the location of that parcel with TMS 263-00-02-047, which has now been subsumed into TMS
THIRD AMENDMENT TO THE
DEVELOPMENT AGREEMENT
FOR
CAINHOY PLANTATION-TRUST #2
(Cainhoy Land & Timber)

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is entered into as of _____________, 2022 and made effective as of the date of the Second Amendment which was February 26, 2014 ("Effective Date") by the CITY OF CHARLESTON, South Carolina, a political subdivision of the State of South Carolina ("City") and CAINHOY LAND & TIMBER, LLC, a Delaware limited liability company ("CLT") and SEVEN STICKS, LLC, a Delaware limited liability company ("Seven Sticks") (CLT and Seven Sticks collectively the "Owner") the successors in interest to PETER O. LAWSON-JOHNSTON AND THE MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEES OF THE TRUST CREATED BY ARTICLE NINTH OF THE WILL OF HARRY F. GUGGENHEIM, DECEASED ("Trust #2").

WHEREAS, the City and Trust #2 entered into that certain development agreement dated August 20, 1996 (the “Development Agreement”) which Development Agreement was recorded in the Register of Deeds for Berkeley County in Book 1543, Page 221; and

WHEREAS, Trust #2 transferred certain property in 2000 and 2001 to certain third parties as set forth on the attached Schedule 2.37 ("Additional Property"); and

WHEREAS, the Additional Property contains two tracts, commonly known as the Horton Tract (Tracts B-2, B-4, and B-7) and the Triton Tract (Tracts B and B-1); and

WHEREAS, the Additional Property was included in the property description of the Development Agreement1;

WHEREAS, the City and Trust #2 amended the Development Agreement by the First Amendment to the Development Agreement dated October 9, 2001 which amendment was recorded on October 11, 2001 in Book 2444, Page 110; and

WHEREAS, the Additional Property was not and is not subject to the First Amendment2;

---

1 Development Agreement, Exhibit 2.11
2 First Amendment, Section 2.37
WHEREAS, Trust #2 conveyed to CLT all of its interest in the lands subject to the Development Agreement by deed dated July 19, 2007 and recorded in Book 6734, Page 169 and by corrective deed dated May 15, 2008 and recorded in Book 7368, Page 0001; and

WHEREAS, Tracts B (117.72) and B-1 (35.17) were subdivided by virtue of that certain plat by F. Elliot Quinn of Thomas & Hutton Engineering, Co. dated October 19, 1999 and entitled “Plat of Tracts B & B-1 owned by Peter O. Lawson-Johnson & Morgan Guaranty Trust Co. of N.Y., as Trustees” and recorded in Plat Cabinet O, Page 190-A in the Berkeley County Register of Deeds Office (the “Plat”), having such measurements, metes, buttins and boundings as set forth on the Plat which is incorporated herein by reference. (total 152.89 acres) (“Triton Property”); and

WHEREAS, Tracts B-2 (80.86 acres), B-4 (16.63 acres), and B-7 (8.67 acres) were subdivided by virtue of that certain plat by F. Elliot Quinn of Thomas & Hutton Engineering, Co. dated January 10, 2000 and entitled “PLAT OF THE VILLAGE TRACT TRACTS B-2, B-4, AND B-7, OWNED BY PETER O. LAWSON-JOHNSON & MORGAN GUARANTY TRUST CO. OF N.Y., AS TRUSTEES” and recorded in Plat Cabinet O, Page 190-B in the Berkeley County Register of Deeds Office (the “Plat”), having such measurements, metes, buttins and boundings as set forth on the Plat which is incorporated herein by reference (“Horton Property”); and

WHEREAS, on February 25, 2014, the City annexed five properties on Clements Ferry Road, Cainhoy Road, and Rivers Reach Drive (738.14 acres) (TMS # 262-00-00-019, 263-00-02-047, 268-00-00-003, 268-00-00-004, and 269-00-00-018) in Cainhoy, Berkeley County, to the City of Charleston (“Annexed Property”); and

WHEREAS, the City and CLT amended the Development Agreement by the Second Amendment to the Development Agreement dated February 26, 2014 which amendment was recorded on March 27, 2015 in Book 11284, Page 1 (“Second Amendment”); and

WHEREAS, the Second Amendment, among other things, substituted the Cainhoy Land & Timber PUD Master Plan and Zoning Text (“Cainhoy PUD”) for the Cainhoy Zoning District and changed the property description for the Development Agreement to the property description used for Cainhoy PUD (“Revised Property Description”); and

WHEREAS, the Additional Property was inadvertently excluded from the Revised Property Description for all purposes of the Development Agreement;

WHEREAS, the Additional Property should only have been excluded as to the Cainhoy PUD and should have remained subject to the Cainhoy Zoning District and all other terms of the

---

3 Charleston, S.C., Ordinance 2014-23, February 25, 2014 (ordinance reflects incorrect execution date of 2013)
4 Second Amendment, §2
5 Second Amendment, §2.37
6 See Second Amendment, Amended Exhibit 2.10, Exhibit 1 “Aggregate Property Map.”
Development Agreement, as amended; and

WHEREAS, the Second Amendment also added the Annexed Property to the Development Agreement as the “Annexed Property”\textsuperscript{7}; and

WHEREAS, the Annexed Property description inadvertently misidentified the property with TMS No. 263-00-02-047 as TMS No. 260-00-00-047; and

WHEREAS, after the Second Amendment was entered into, CLT conveyed approximately 3,287.077 acres to Seven Sticks by Deed of Cainhoy Land & Timber, LLC dated November 3, 2014 and recorded November 5, 2014 in Book 11054 at Page 1 and by Quit-Claim Deed from Cainhoy Land & Timber, LLC to Seven Sticks, LLC dated April 3, 2018 and recorded April 6, 2018 in Book 2715 at Page 695, and pursuant to Section 7.2 of the Development Agreement, the transfer of an Individual Tract (as defined in the Development Agreement) to a transferee developer shall transfer to the transferee developer the rights and obligations of the City and or CLT and creating a new development agreement with the transferor developer; and

WHEREAS, the City and the Owner desire to correct the Revised Property Description in the Second Amendment to incorporate the Additional Property into the Development Agreement for all purposes other than the Cainhoy PUD zoning text, including without limitation the calculation of the Ad Valorem Taxes and the Minimum City Investment;

NOW, THEREFORE, in consideration of the provisions of this Amendment and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Development Agreement for Cainhoy Plantation-Trust #2 (Cainhoy Land & Timber), as amended, as follows:

1. The Development Agreement is amended to add the attached Schedule 2.37 ("Additional Property") and to replace Section 2.37 Property with the following:

   Section 2.37 Property. The Property consists of Cainhoy Plantation (Cainhoy Land & Timber) and the additional property described on the attached Schedule 2.37 ("Additional Property"). The Property contains more than 2,000 acres of highland and contains approximately 5,912.89 Acres;

2. The Cainhoy Land & Timber PUD Master Plan and Zoning Text shall apply only to Cainhoy Plantation (Cainhoy Land & Timber) and shall not apply to the Additional Property.

3. Section 4.1 Cainhoy Land & Timber PUD Master Plan and Zoning Text is hereby amended to read. The City has adopted the Cainhoy Land & Timber PUD Master Plan and Zoning Text. All of Cainhoy Plantation (Cainhoy Land & Timber) shall be within and subject to the Cainhoy Land & Timber PUD Master Plan and Zoning Text.

\textsuperscript{7} Second Amendment, §1
4. Exhibit A, Recently Annexed Property, of the Second Amendment is amended to replace TMS 260-00-00-047 with TMS 263-00-02-047.

4. This Third Amendment shall be effective as of the date of the Second Amendment so that the Ad Valorem Taxes for the Additional Property shall be included in the Minimum City Investment without interruption since the date of the original Development Agreement.

5. All other terms, conditions and provisions of the Development Agreement as amended shall remain in full force and effect, except as expressly modified by the terms of this Amendment.

Signature Pages Follow
IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Development Agreement-Trust #2 (Cainhoy Land & Timber) as of the Effective Date, after due authorization by the Charleston City Council on ________________, 2022.

IN THE PRESENCE OF: THE CITY OF CHARLESTON, SOUTH CAROLINA

__________________________________

By: __________________________________

__________________________________

Its: __________________________________

STATE OF SOUTH CAROLINA )

) COUNTY OF CHARLESTON )

This instrument was acknowledged before me by The City of Charleston, South Carolina, by __________________________, Its __________________________, this ___ day of __________________________, 2022.

SWORN to before me this ___

day of __________________________, 2022.

__________________________________

Notary Public for South Carolina

My Commission Expires: __________

5
IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Development Agreement-Trust #2 (Cainhoy Land & Timber) as of the Effective Date, after due authorization by the Charleston City Council on ________________, 2022.

CAINHOY LAND & TIMBER, LLC

___________________________________________

By: _______________________________________

___________________________________________

Peter Lawson-Johnston, II, Its Managing Member

STATE OF _____________ )

) )

COUNTY OF ___________ )

This instrument was acknowledged before me by Peter Lawson-Johnston, II, as the Managing Member of Cainhoy Land & Timber, LLC this ___ day of ____________________, 2022.

SWORN to before me this ___ day of ________________, 2022.

______________________________

Notary Public for

My Commission Expires: ____________
IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Development Agreement-Trust #2 (Cainhoy Land & Timber) as of the Effective Date, after due authorization by the Charleston City Council on ________________, 2022.

SEVEN STICKS, LLC

__________________________________________
By:________________________________________
__________________________________________
Peter Lawson-Johnston, II, Its Managing Member

STATE OF ____________
)

COUNTY OF ____________
)

This instrument was acknowledged before me by Peter Lawson-Johnston, II, as the Managing Member of Seven Sticks, LLC, this ___ day of ________________, 2022.

SWORN to before me this ___
day of ________________, 2022.

__________________________________________
Notary Public for ________________
My Commission Expires: ________________
Schedule 2.37
Additional Property

ALL those certain pieces, parcels or tracts of land situate, lying and being in the City of Charleston, Berkeley County, South Carolina, known as Tract B, measuring and containing 117.72 total acres, more or less, and Tract B-1, measuring and containing 35.17 total acres, more or less all as more fully described on that certain plat by F. Elliott Quinn of Thomas & Hutton Engineering, Co. dated October 19, 1999 and entitled “Plat of Tracts B & B-1 owned by Peter O. Lawson-Johnson & Morgan Guaranty Trust Co. of N.Y., as Trustees” and recorded in Plat Cabinet O, Page 190-A in the Berkeley County Register of Deeds Office (the “Plat”), having such measurements, metes, buttins and boundings as set forth on the Plat which is incorporated herein by reference. (total 152.89 acres) (“Triton Property”).

Being the same property conveyed to Cainhoy Properties, LLC by Deed of Harry Frank Guggenheim Trust recorded March 15, 2000 in Book 1874 at Page 185:

AND

ALL those certain pieces, parcels or tracts of land situate, lying and being in the City of Charleston, Berkeley County, South Carolina, known as Tracts B-2 (80.86 acres), B-4 (16.63 acres), and B-7 (8.67 acres), measuring and containing 106.16 total acres, more or less, all as more fully described on that certain plat by F. Elliott Quinn of Thomas & Hutton Engineering, Co. dated January 10, 2000 and entitled “PLAT OF THE VILLAGE TRACT TRACTS B-2, B-4, AND B-7, OWNED BY PETER O. LAWSON-JOHNSON & MORGAN GUARANTY TRUST CO. OF N.Y., AS TRUSTEES” and recorded in Plat Cabinet O, Page 190-B in the Berkeley County Register of Deeds Office (the “Plat”), having such measurements, metes, buttins and boundings as set forth on the Plat which is incorporated herein by reference (“Horton Property”).

Being the same property conveyed to D. R. Horton by Deed of Harry Frank Guggenheim Trust recorded April 9, 2001 in Book 2211 at Page 187.

The Additional Property has the following TMS numbers:

269-02-03-015  269-01-03-056  269-02-04-045  269-02-04-086
269-01-02-017  269-01-03-061  269-01-01-006  269-01-01-047
269-01-02-028  269-01-03-063  269-02-01-049  269-02-02-005
269-02-03-020  269-01-03-068  269-02-01-052  269-02-02-007
269-01-02-045  269-02-01-010  269-02-04-061  269-02-02-010
269-01-02-048  269-02-01-011  269-02-04-062  269-02-02-012
269-02-03-033  269-02-01-023  269-02-04-066  269-06-02-084
269-00-00-057  269-02-01-025  269-02-04-071  263-14-01-084
269-00-00-062  269-02-01-027  269-02-04-072  263-14-01-088
269-01-03-005  269-02-01-030  269-01-01-009  263-14-01-089
269-01-03-007  269-02-04-022  269-01-01-021  263-14-01-092
269-01-03-014  269-02-04-026  269-01-01-023  263-14-01-030
269-01-03-023  269-02-01-036  269-02-01-069  263-14-01-031
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REAL ESTATE COMMITTEE
GENERAL FORM

TO: John T. Tecklenburg, Mayor       DATE: September 13, 2022
FROM: Geona Shaw Johnson         DEPT: Housing and Community Development
ADDRESS: 3 Drews Court, Charleston, SC
TMS: 459-05-01-056

Request that City Council authorize the Mayor to execute the necessary documents for the substantial rehabilitation of 3 Drews Court for $91,818.00. The repair cost will be paid or expensed as follows: Fee-in-lieu account $59,818, previous owner's contribution $32,000 (held in escrow by Haynsworth Sinkler Boyd). The property will be rehabilitated and sold as an affordable homeownership opportunity for persons whose income does not exceed 120 percent of the Area Median Income. The affordability covenants is 90 years.

COORDINATION: The request has been coordinated with: Homeownership Initiative Commission (HIC)

All supporting documentation must be included

Department Head
Legal Dept
Property Coordinator
Property Manager

Signatures

Attachments

FUNDING: Was funding needed? Yes X No
If yes, was funding previously approved? Yes □ No X

*If approved, provide the following: Dept/Div. Fee-in-Lieu Acct: 473020- 42200
Balance in Account $4,735,985 Amount needed for this item $59,818.00

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.
REAL ESTATE COMMITTEE
GENERAL FORM

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED
PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN
10:00 A.M. THE DAY OF THE CLERK'S AGENDA MEETING.

*Commercial Property and Community & Housing Development have an
additional form.
COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: September 13, 2022
FROM: Geona Shaw Johnson DEPT: HCD
ADDRESS: 3 Drews Court, Charleston, SC
TMS: 459-05-01-056

PROPERTY OWNER: City of Charleston
Request that City Council authorize the Mayor to execute the necessary documents for the substantial rehabilitation of 3 Drews Court for $91,818.00. The repair cost will be paid or expensed as follows: Fee-in-lieu account $59,818, previous owner’s contribution $32,000 (held in escrow by Haynsworth Sinkler Boyd). The property will be rehabilitated and sold as an affordable homeownership opportunity for persons whose income does not exceed 120 percent of the Area Median Income. The affordability covenants is 90 years.

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) Purchaser

☐ NON-PROFIT ORG, please name
Terms:

☐ OTHER
COMMERCIAL REAL ESTATE FORM

Terms:

☐ EASEMENT
   Grantor
   (Property Owner)
   Grantee

☐ PERMANENT
   Terms:

☐ TEMPORARY
   Terms:

☐ LEASE
   Lessor: _____________________
   Lessee: _____________________

☐ INITIAL
   Terms:

☐ RENEWAL
   Terms:

☐ AMENDMENT
   Terms:

☒ Improvement of Property
   Owner: City of Charleston
   Terms: As outlined in the attached contract between the City and Southern Craftsman Construction

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).
Homeownership Initiative Rehab Case Summary

DEVELOPER INFORMATION:

DEVELOPER: The City of Charleston
PROJECT TYPE: Rehabilitation
ADDRESS: 3 Drews Court, Charleston, SC 29401
PAST HIC PARTICIPATION: 120% of Area Median Income
TARGET INCOME:

PROJECT INFORMATION:

Project Address: 3 Drews Court, Charleston
House Size: 3 bedrooms, 2 1/2 baths
Contractor Proposed: Southern Craftsman Construction
Architect: N/A

PROJECT COSTS:

Developer Fee $0
Hard Construction Costs $76,515
Acquisition Costs
Contingency (20%) $15,303

Total Construction Phase Costs $91,818
Less amount provided by homeowner $32,000 escrowed
Total Financing Needed $59,818

Financing Structure:

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<th>AMOUNT</th>
<th>Loan to Value</th>
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<td>Other</td>
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<td>TOTAL</td>
<td>$59,818.00</td>
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City of Charleston Source of Funds

Terms $59,818.00

Comment:
This is an historic house that was rehabbed and sold under the City of Charleston Homeownership Initiative. Due to the condition, the owner died, the City repurchased it from the heirs. The house will be renovated and resold to another eligible first-time homebuyer.

APPROVALS AND SIGN-OFFS

Preliminary Approval
Approval
Denied
Chairperson
Date
CONTRACT FOR CONSTRUCTION SERVICES
HOUSING REHABILITATION UNDER CDBG AND HOME GRANTS
UNDER $200,000

This is a legally binding Contract, effective on the date last signed below, between:

1. PARTIES.

Owner: City of Charleston - HCD
Name
75 Calhoun Stree, Suite 3200, Charleston, South Carolina 29401
Address

Contractor: Southern Craftsman Construction
Name:
7954 Shadow Oak Lane, North Charleston, SC 29406
Address:
G-94882
South Carolina General Contractor's License number

2. PURPOSE. The Owner requires construction-related work, more fully described in Section 4. The Owner engages the Contractor to perform the Project at Owner's Property, and the Contractor agrees to provide the construction services ("Project" and "Owner's Property" defined in Sections 3 and 6).

3. SCOPE OF WORK. The Owner requires construction related work, as described below and in Exhibit A ("Project"). The Owner engages the Contractor to perform the Project at Owner's Property, and the Contractor agrees to provide the construction services as set forth herein.

Project No: #195
Project Name: HCD - City-Owned HI Property
Owner's Property: 3 Drews Court, Charleston, SC
Street Address
Charleston, SC 29403
Zip Code

Brief Description: Limited Substantial Rehabilitation work scope to include structural framing repairs, repairs as described in real estate inspection report dated 8/20/2021, exterior and interior repairs and painting, replacement of floor coverings, and other miscellaneous renovation work.

4. TIME OF PERFORMANCE. Contractor must begin no more than fourteen (14) days from the date of this Contract, unless extended in writing by Administrator, and will be completed within 120 calendar days, unless extended in writing by Administrator.

5. CONTRACT AMOUNT. The Contractor shall be paid $76,515.00, unless this Contract is amended in accordance with Section 34. The Contractor acknowledges and agrees that the Contractor shall be paid only from those funds made available to the Administrator by the Federal Government funding this Project and shall have no right to seek payment directly from the Owner.

6. DEFINITIONS.

6.1 Administrator shall mean the person or organization delegated as the
authority by HUD to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Administrator and any duly authorized representative of the Administrator also designated in writing. The City of Charleston, its employees, representatives, agents, and assigns, shall function as the Administrator for this Contract by virtue of receiving a CDBG Grant award from Housing and Urban Development ("HUD") who has made the funds available for this Project.

6.2 Contract means this Contract entered into between the Homeowner and the Contractor. It includes the Solicitation, the contractor’s Bid Proposal, Bid Bond, the Performance and Payment Bond or Bond or other forms of assurance that the Work will be completed, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

6.3 Contractor means the person or other entity entering into this Contract with the Owner to perform all of the Work required under this Contract.

6.4 HUD means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the Administrator, which includes assistance in financing the work to be performed under this Contract.

6.5 Project means the entire project, whether construction, rehabilitation, or other professional services, the work for which is provided for in whole or in part under this Contract and as specified in (a) the Scope of Work described in Section 3 and attached as Exhibit A; (b) the Contractor’s Bid Package, attached as Exhibit B; and (c) the Solicitation, attached as Exhibit C.

6.6 Work means materials, workmanship, and manufacture and fabrication of components necessary to complete the Project.

7 ADMINISTRATION OF THE PROJECT.
7.1 Parties subject to regulations.

A) This Project is funded by funds made available through one or more government agencies. The Work to be performed under this Contract is subject to the requirements of the Housing and Urban Development Act of 1968, as amended (42 USC §5301, et seq.).

B) The Parties are not under any contractual or other impediment that would prevent them from complying with the applicable regulations.

C) The Parties will be bound by all federal, state, and local regulations which apply to this Project and the expenditure of funds involved, including HUD’s regulations in 24 CFR Part 570.

D) Compliance with all federal, state, and local rules and regulations and policies and procedures which govern the expenditure of funds for this Project is a prerequisite for the disbursement of any funds.

7.2 The Administrator.

A) Role. The Administrator role, as delegated by HUD, is to administer and terminate this Contract. The Administrator is not the agent of the Owner or the Contractor, and nothing contained in this Contract shall create any agency relationship.

B) No Liability. Nothing contained in this Contract shall impose upon the Administrator any liability for any defects in work, non-performance by the Contractor, non-performance by the Owner, and that there are no warranties, expressed or implied, that are made by the Administrator as to the quality or fitness of any portion of the Project and no such liability or warranty shall be deemed or construed to arise by reason of any inspection of Owner’s Property by the Administrator, its employees, representatives, agents, or assigns.

C) Cooperation. The Owner and Contractor will cooperate with the Administrator regarding contract management and project implementation decisions, subject to Section 7.2(B).
8 \textbf{PAYMENTS}. Payments will be made in accordance with the following procedures:

8.1 Contractor shall not seek or receive any payment directly from Owner for its Work.

8.2 The Administrator may make progress payments approximately every 30 days on work accomplished which meets the standards of quality established under this Contract, as approved by the Administrator. The Administrator may make more frequent payments to contractors which are qualified small businesses.

8.3 Before the first progress payment under this Contract, the Contractor shall furnish, in such detail as requested by the Administrator, a breakdown of the total Contract price showing the amount for each principal category of the Work, which will also substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown must be approved by the Administrator and must be acceptable to HUD. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the Contract Amount. The Contractor shall prorate its overhead and profit over the period of the Contract.

8.4 The Contractor shall submit, on forms provided by the Administrator, periodic estimates showing the value of the Work performed during each progress payment period.

8.5 Except as otherwise provided in State law, the Administrator shall retain 10% of the amount of progress payments until after 60 days following Final Payment for the completion and acceptance of all Work under this Contract.

8.6 Prior to making any payment, the Administrator may require the Contractor to furnish receipts or other evidence of payment from all persons performing Work and supplying material to the Contractor, if the Administrator determines such evidence is necessary to substantiate claimed costs.

8.7 All pay requests must be approved in writing by the Contractor, Owner, and Administrator before payment by the Administrator.

8.8 All pay requests will be processed timely by the Administrator and paid only as authorized by the funding source. Questions concerning specific pay requests should be directed accordingly: first to the Administrator, and if necessary, the government agency funding this Project.

8.9 Final Payment requests will not be processed if any of the following are outstanding:
   (A) Satisfactory local jurisdiction inspection and sign off
   (B) Punch list items, if any, completed and inspected
   (C) Contractor's "Release of Liens" and Issuance of Warranty Form received by the Owner
   (D) All change order documentation submitted and approved
   (E) Final Hazard Reduction inspection, if applicable

8.10 The Administrator will not:
   (A) Determine or adjust any claims for payment or disputes between the Contractor and its subcontractors or material suppliers; or,
   (B) Withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the Administrator to withhold moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bonds furnished under this Contract.

8.11 \textbf{Deductions}. In addition to the rights enumerated elsewhere herein, the Administrator may withhold from any amounts due or to become due to Contractor sums equal to indebtedness owed by Contractor to Owner, Administrator, or others for labor or material or equipment, or any other obligations of Contractor on this Project or for any other Project or cause, or regarding matters for which Administrator has received notice.

9 \textbf{SCOPE OF SERVICES}.

9.1 The Contractor shall do, perform, and carry out in a satisfactory, proper, workmanlike, and timely manner all work found in the Scope of Work.

9.2 The Contractor agrees to provide all labor, materials and equipment necessary
to carry out the Project. All materials should be of good quality and new, unless otherwise specified and approved in writing by the Administrator.

9.3 All Lead Hazard Reduction activities included in the Scope of Work shall be performed in accordance with HUD Lead Based Paint Regulations (24 CFR 35).

9.4 Contractor shall provide all installed equipment and material warranties to the Owner or the Administrator,

10. PROGRESS SCHEDULE.

10.1 When required by this Contract or by the Administrator, the Contractor must, within five days after the work commences on the Contract or another period of time determined by the Administrator, prepare and submit to the Administrator for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule must be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Administrator may withhold approval of progress payments or take other remedies under this Contract until the Contractor submits the required schedule.

10.2 Failure of the Contractor to comply with the requirements under this clause shall be grounds for a determination by the Administrator that the Contractor is not proceeding the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Administrator may terminate the Contractor’s right to proceed with the Work, or any separable part of it, in accordance with Section 16.1.

11. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.

11.1 The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

(A) Conditions bearing upon transportation, disposal, handling, and storage of materials;

(B) the availability of labor, water, electric power, and roads;

(C) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(D) the conformation and conditions of the ground; and,

(E) the character of equipment and facilities needed preliminary to and during work performance.

11.2 The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered as far as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Administrator, as well as from the drawings and specifications made a part of this Contract.

11.3 Any failure of the Contractor to take the actions described and acknowledged in this Section will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Administrator.

11.4 The Administrator assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Administrator. Nor does the Administrator assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

11.5 The Contractor shall promptly, and before the conditions are disturbed, give written notice to the Administrator of.
(A) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract; or,

(B) unknown physical conditions at the Project, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Contract.

11.6 The Administrator shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor’s risk, until the Administrator has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor’s cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the Administrator within 10 days after receipt of such instructions and, in any event, before proceeding with the Work. An equitable adjustment in the Contract price, the delivery schedule, or both may be made under this clause and the Contract modified accordingly.

11.7 No request by the Contractor for an equitable adjustment to the Contract under this Section shall be allowed unless the Contractor has given the written notice required; provided, that the time prescribed in (F) above for giving written notice may be extended by the Administrator.

11.8 No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

12. CHANGES IN WORK.

12.1 Changes may be made when, at the sole determination of the Administrator, modifications of the Contract are reasonably necessary, whether in the way of additions to or deletions of Work to be performed, to carry out the requirements of and meet the purposes of the program funding for this Project.

12.2 Only the Administrator may modify the Work to be performed and only by a written change order signed by the Owner, Contractor, and Administrator.

12.3 In such an event, the Administrator and Contractor will attempt to negotiate an adjustment of the compensation to be paid. If the Contractor and Administrator are unable to agree on the adjustment for the change in the scope of work:

(A) In the case of deletion of Work to be performed, the compensation will be adjusted on the basis of the dollar value assigned to the specific Work in question found in the Contractor’s Bid Package, or

(B) The Administrator shall have the option of terminating the Contract.

13. CONTRACTOR’S RESPONSIBILITY FOR WORK.

13.1 The Contractor agrees that it shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the Work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the Administrator.

13.2 At all times during performance of this Contract and until the Work is completed and accepted, the Contractor shall directly supervise the work or assign and have on the Work site a competent superintendent who is satisfactory to the Administrator and Owner and has authority to act for the Contractor.

13.3 The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

13.4 The Contractor must lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, eaves, and measurements of all work executed under this Contract. The Contractor must verify the figures before laying out the Work and will be held responsible for any error resulting from its failure to do so.

13.5 The Contractor must confine all operations (including storage of materials) on Owner’s Property to areas authorized or approved by the Administrator.

13.6 The Contractor must at all times keep the work area, including storage areas,
free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall:
(A) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) and all rubbish caused by its work;
(B) leave the work area in a clean, neat, and orderly condition satisfactory to the Administrator and the Owner;
(C) perform all specified tests; and
(D) deliver the work in complete and operating condition.

13.7 The Contractor's responsibility will terminate and Contractor will be released only when all Contract Work has been completed, the final inspection made, retainage has been released and the Work is accepted by the Administrator and the Owner, except as specified elsewhere in this Contract.

13.8 Payments to Others. The Contractor agrees to:
(A) Pay for all expenses, including, but not limited to, materials, skills, labor, services, supervision, facilities, equipment and instrumentalities used in, or in connection with, the performance of this Contract and any other claims arising out of the Work, when and as bills or claims therefor become due, and to save and protect the property and the Owner, Administrator, Charleston County, and the City of Charleston from all manner of claims, including without limitation, mechanics' liens that arise out of or result from the Work, and to furnish satisfactory evidence to the Owner's Representative, when and if required, that it has complied with the above requirements;
(B) Satisfy and discharge or transfer to bond with good and sufficient surety acceptable to Administrator any lien filed by its subcontractors, suppliers, sub subcontractors, or their materialmen within ten (10) days of such claim having been made or lien filed or recorded. If within such ten (10) day period, Contractor shall not have removed, satisfied, or discharged any lien claim, or with respect to any other claim, have satisfied the same or have given Administrator such further assurances as Administrator may request, then Administrator may, at its option, pay such claims or remove such lien at Contractor's expense and then and there set off and deduct from any payments due or to become due to Contractor all costs and expenses of removing or satisfying such liens or other claims, and

13.9 Personnel. All of the Work shall be performed by the Contractor with qualified personnel. The Contractor shall, and shall cause all his employees and subcontractors to, conduct himself/herself/themselves, at all times, in a professional and courteous manner.

13.10 Material. All equipment, material, and articles furnished under this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the Contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Administrator and Owner, is equal to that named in the specifications, unless otherwise specifically provided in this Contract.

13.11 Approval of equipment and materials, colors and finishes. When required by this Contract or by the Administrator, the Contractor shall also obtain the Administrator and Owner's approval of the material, articles, colors, or finishes which the Contractor contemplates incorporating into the Work. When requesting approval, the Contractor shall provide full information concerning the material, articles, colors, or finishes. Machinery, equipment, material, articles, colors, and finishes that do not have the required approval shall be installed or used at the risk of subsequent rejection. When required by the specifications or the Administrator, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaID. The Contractor shall label, or otherwise properly
mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the Project for which the material or product is intended to be used.

14. INSPECTION AND ACCEPTANCE OF SERVICES.
14.1 Definitions. As used in this Section:
(A) "Acceptance" means the act of Administrator and the Owner by which the Administrator and Owner approves and Owner assumes ownership of the Work performed under this Contract. Acceptance may be partial or complete.
(B) "Inspection" means examining and testing the Work performed under this Contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to Contract requirements.
(C) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
14.2 The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work performed under this Contract conforms to Contract requirements. All work is subject to Administrator’s inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of this Contract.
14.3 Administrator inspections and tests are for the sole benefit of the Administrator and do not:
(A) relieve the Contractor of responsibility for providing adequate quality control measures;
(B) relieve the Contractor of responsibility for loss or damage of the material before acceptance, or;
(C) constitute or imply acceptance by Administrator.
14.4 FINAL INSPECTION If the final inspection yields a punch list, a minimum of 10% of the total Contract will be withheld until satisfactory completion of the Project.

5. DISPUTES In the event of dispute arising under this Contract, the Contractor shall notify the Administrator promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the Instructions of the Administrator; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the Administrator in writing as above stipulated.

16. SUSPENSION OR TERMINATION.
16.1 Termination or Suspension for Contractor's Breach.
(A) The Administrator may terminate or suspend this Contract or any portion thereof, if Contractor at any time shall breach the Contract by one or more of the following:
(1) Refusing or neglecting to supply sufficient, properly skilled workmen or materials or equipment of the proper quality and quantity;
(2) Failing to prosecute the Work with promptness and diligence;
(3) Failing to properly remedy defective work;
(4) Failing in the performance of any of the other material covenants or conditions in this Contract, including the Contractor's obligation to meet its debts as they mature and to pay its subcontractors; and
(5) Cancellation of Insurance.
(B) Upon the failure of Contractor within five (5) business days after receipt of Notice of Breach from Administrator to cure the breach or commence and diligently pursue such cure to the reasonable satisfaction of
Administrator, Administrator may, at its option, terminate or suspend this Contract, or refrain from extending any further funds to Contractor, by delivering written notice to Contractor. However, Cancellation of insurance shall be grounds for the immediate termination of the Contract.

(C) Upon the failure of Contractor within five (5) business days after receipt of Notice of Breach from Administrator to cure the breach or commence and diligently pursue such cure to the reasonable satisfaction of Administrator, Administrator may take possession of the Work, and through itself or others provide labor, equipment, and materials to prosecute Contractor's Work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including all charges, expenses, losses, costs, damages, and attorney's fees, incurred as a result of Contractor's failure to perform or other breach, from any money then due or thereafter to become due to Contractor.

(D) If Administrator terminates this Contract for one of the reasons stated in Section 16.1(A), Contractor shall not be entitled to any further payments under this Contract until the Work has been completed and accepted by Administrator.

16.2 Termination for Administrator's Breach. If Administrator fails to make payment for a period of thirty (30) days after such payment is due and owing in accordance with this Contract through no fault of the Contractor, the Contractor may, upon ten days' written notice to Administrator and Administrator's failure to cure or commence and diligently pursue a cure, as Contractor's sole and exclusive remedy for termination, terminate the Contract and recover from the Administrator payment for Work executed and for proven direct and out-of-pocket loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit on the completed portion of the Work, and reasonable cancellation and demobilization costs.

16.3 Termination for Convenience. By written notice, without Contractor being at fault and for convenience, Administrator may require Contractor to immediately stop work and/or terminate this Contract. In such event, Contractor's sole and exclusive remedy for termination, shall be payment for that portion of the Work actually performed in compliance with this Contract in an amount proportionate to the fixed price set forth in or calculated pursuant to Section 5, along with reasonable demobilization and cancellation charges. Owner and Administrator shall not be liable to Contractor for any other costs, expenses or damages, including any lost or prospective profits and Contractor waives its right to seek or recover such costs or damages.

17. INSURANCE. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract.

17.1 The limits shall be for not less than the limits set forth in Section 5. The insurance, written on an occurrence basis and shall be in force for the duration of the Contract.

17.2 The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis (including the following):
(A) Premises - Operations
(B) Independent Contractor's Protective
(C) Products and Completed Operations
(D) Personal and Advertising Injury
(E) Contractual, including specified provisions for Contractor's obligations
(F) Broad Form Property Damage, including Completed Operations
(G) Owned, Non-Owned and Hired Vehicles
(H) Errors and Omissions.
17.3 The Insurance required by this Section shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability:</strong></td>
<td></td>
</tr>
<tr>
<td>General Aggregate (per project)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage</td>
<td>$50,000</td>
</tr>
<tr>
<td>Medical Expense (any one person)</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Business Auto Liability (Including all owned, non-owned, and hired vehicles):</strong></td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit OR</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury &amp; Property Damage (each)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>Workers Compensation</strong></td>
<td></td>
</tr>
<tr>
<td>State Employer’s Liability</td>
<td></td>
</tr>
<tr>
<td>Statutory</td>
<td></td>
</tr>
<tr>
<td>$100,000 Per Accident</td>
<td></td>
</tr>
<tr>
<td>$500,000 Disease, Policy Limit</td>
<td></td>
</tr>
<tr>
<td>$100,000 Disease, Each Employee</td>
<td></td>
</tr>
<tr>
<td><strong>Builder’s Risk, if Contract Amount over $100,000 (fire and extended coverage), all work in place and/or materials stored at Owner's Property</strong></td>
<td>Full cash value of completed construction, as well as materials in place and/or stored at Owner’s Property</td>
</tr>
</tbody>
</table>

17.4 The aggregate Limits of the Contractor’s Insurance shall be in total for the Contract. This shall be indicated on the Certificate of Insurance as “Per Project”, or in an attached policy amendment. The Administrator and Owner shall be listed as a certificate holder of the Contractor’s Liability Insurance. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Administrator prior to commencement of the Work. In addition, the Contractor shall supply a written endorsement to the Contractor’s general liability insurance policy that names the Administrator and Owner as an additional insured. The endorsement shall provide that the Contractor’s liability insurance policy shall be primary, and that any liability insurance of the Administrator or Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Administrator and Owner. In no event shall any failure of the Administrator to receive certified copies or certificates of policies required under this Section or to demand receipt of such certified copies or certificates prior to the Contractor’s commencing the Work be construed as a waiver by the Administrator or Owner of the Contractor’s obligations to obtain insurance pursuant to this Section.

17.5 The obligation to procure and maintain any insurance required by this Section is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

18. **BONDS.** The Contractor may be required to deliver to the Administrator properly executed Performance and Payment Bonds. If the Contractor fails to provide the Administrator with a properly executed bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

18.1 Bonds shall each be in the amount of 100% of the amount of the Contract.

18.2 The Surety providing the Bonds shall have, at a minimum, a “Best Rating” of...
"A" as stated in the most current publication of "Best’s Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:

(A) be issued by a surety company licensed to do business in South Carolina; and,

(B) be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,

(C) remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,

(D) display the Surety’s Bond Number.

19. OTHER CONTRACTS. The Administrator may undertake or award contracts for additional work at or near the site of the Work under this Contract. The Contractor shall fully cooperate with the other contractors and with Administrators employees and shall carefully adapt scheduling and performance of the work under this contract to accommodate any additional work, heading any direction that may be provided by the Administrator. The Contractor must not commit or permit any act that will interfere with the performance of work by any other Contractor or by Administrator’s employees.

20. LIQUIDATED DAMAGES. If the Contract is not complete within the allotted period, a liquidated damage provision may, at the Administrator’s option, apply at a rate of one-hundred ($100.00) dollars per day. It is agreed that this sum is a reasonable amount to cover the additional administrative burden required to oversee the timely completion of the Work. This provision shall not be construed as authorizing any extension of time for performance nor a waiver of the right of the Owner or Administrator to terminate this Contract should the Contractor fail to perform within the same time period specified in this Contract.

21. WAIVER OF TERMS. The Owner may not waive Contract terms and conditions without a written agreement between the Owner and the Administrator justifying such a request by the Contractor.

22. LICENSES, PERMITS, FEES. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the City of Charleston along with any amendments or additions thereto. It shall be the responsibility of the Contractor to procure all applicable licenses and permits, and pay all fees associated with and required to carry out the Scope of Work required in this Contract. The Contractor shall provide a copy of all permits to the City’s Housing Department prior to commencement of the Work; however, no later than fourteen (14) days from the Contract date.

23. FINES. The Contractor shall incur the cost of any and all fines and work requirements resulting from regulatory non-compliance as issued by federal, state, and local agencies.

24. INDEMNITY AND HOLD HARMLESS.

24.1 The Contractor shall indemnify and save harmless the Owner and the Administrator and its employees, representatives, agents, and assigns from and against any and 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 the Contractor, its agents, or employees in the execution of this Contract.

24.2 When the Owner or Administrator submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner or Administrator. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this...
25. **RISK OF LOSS OR DAMAGE.** Loss of Work, including all labor, materials, and equipment, being performed under this Contract due to fire, vandalism, or other casualty until full and complete satisfaction of this Contract shall be the responsibility of the Contractor.

26. **LIEN WAIVERS.** The Contractor waives the right to any mechanic’s lien resulting from the Work to be performed pursuant to this Contract and agrees to defend, protect, and indemnify the Owner and the Administrator from any sub-contractor or supplier claims for unpaid work, labor, and materials with respect to the Contractor’s performance hereunder. Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens for work completed arising from Contractor’s performance of this Contract.

27. **WARRANTY.**

27.1 Neither the final payment nor any provision or modification of this Contract, nor any review or approval of Work by Administrator or the consultants shall relieve Contractor of responsibility for faulty materials or workmanship. Contractor is solely responsible for the accuracy, completeness and sufficiency of all Work.

27.2 In addition to the specific guarantees required by the Scope of Work and any plans and specifications, Contractor warrants to the Owner and Administrator that materials and equipment furnished under this Contract will be of good quality and new, unless otherwise required or permitted in writing by Administrator; that the Work of this Contract will be free from defects; and that the Work will conform with the requirements of this Contract, as well as all applicable laws, codes, and regulations.

27.3 In addition, Contractor further warrants that it will repair or replace any Work performed or materials furnished under this Contract against defects in materials or workmanship, at its own expense and without cost to Owner or Administrator, for a period beginning at substantial completion of the Project and continuing until one (1) year after Final Completion of the Work. Such one (1) year repair warranty shall not reduce the duration of any other warranty herein or any applicable common law, state or federal statutory warranties or statutes of limitation.

27.4 If box checked: In addition, Contractor will purchase for Owner a 2-10 HBW® Warranty administered by Home Buyers Warranty Corporation ("2-10 HBW®"). The 2-10 HBW® Warranty is a limited warranty that provides one-year workmanship, two-year systems, and qualifying ten-year structural defect coverage for certain construction defects in the subject home. The warranty will be given to the Owner at submission of the final draw request by the Contractor.

28. **NOTICES.** Except as otherwise provided in this Contract, all communications required or permitted in this Contract must be in writing and will be effective only when actually received by the parties. All notices shall be sent to the following individuals as set forth below:

<table>
<thead>
<tr>
<th>Owner</th>
<th>Contractor</th>
<th>Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>To the address listed in Section 1</td>
<td>To the address listed in Section 1</td>
<td>Geona Shaw Johnson, Director</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Department of Housing &amp; Community Development</td>
</tr>
<tr>
<td></td>
<td></td>
<td>75 Ca houn Street, Suite 3200</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Charleston, SC 29401</td>
</tr>
</tbody>
</table>

29. **CONSTRUCTION OF THIS CONTRACT.** It is agreed that the terms and conditions of the Contract shall not be construed in favor of or against either party, and both parties have had the opportunity to consult legal counsel available to review this Contract in connection with this arm’s-length transaction.
30. **ASSIGNMENT.** The Contractor shall not assign this Contract, or any parts herein, without the specific written consent of the Administrator and Owner.

31. **SEVERABILITY.** If any provision contained in this Contract is held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The Court shall instead reform or replace any void or unenforceable provision with a valid and enforceable provision that gives meaning to the intention of the provision or shall strike the provision from the Contract.

32. **GOVERNING LAW.** This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and Owner shall (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as a defense to the location of any litigation.

33. **FORCE MAJEURE.** The Administrator, Owner, and Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Administrator, Owner, or Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Administrator, Owner, or Contractor. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them.

34. **ENTIRE AGREEMENT; MODIFICATION.** This written instrument, including the Exhibits, expresses the entire Contract and all promises, covenants and warranties between the Owner and Contractor. It can be changed only by a subsequent written instrument, approved by the Administrator, and dated and signed by both Parties. Both Owner and Contractor hereby acknowledged that they have not received or relied upon any statements or representations by the Administrator, its employees, representatives, agents, or assigns which are not stipulated herein. No oral order, objection, claim, or notice by any other party to the other shall affect or modify any of the terms or obligations contained herein, and none of the provisions of this Contract shall be deemed to have been waived or modified by reason of any act whatsoever, other than by a specific agreed to waiver or modification thereof in writing and in accordance with the terms of this Contract, and no evidence shall be introduced in any proceeding of any other waiver or modification.

35. **HUD REQUIREMENTS**

35.1 **Section 3 Clause.** Projects involving construction where federal funding exceeds $200,000 and any contract or subcontract exceeds $100,000, the Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

(A) Section 3 requires that, to the greatest extent possible:

(1) Training and employment opportunities shall be made available to low-income residents of the metropolitan area in which the project is located; and

(2) Subcontracts shall be awarded to businesses owned by low-income residents or to businesses in which at least 30% of their permanent employees are low-income residents.

(B) Contractors and subcontractors shall be required to provide to the Administrator plans for complying with these provisions and reports on the extent to which they have met them.

(C) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project. The Contractor will not subcontract with any subcontractor where it has notice that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any

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subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

35.2 Labor Standards. Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with labor standards in federally assisted programs:

(A) Davis-Bacon Act Provisions. All contracts for construction work in excess of $2,000 awarded by grantees and subgrantees shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276 a to 7) as supplemented by Department of Labor Regulations (29 CFR Part 5). However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units. The Davis-Bacon Act is not triggered when CDBG funds are used for non-construction work such as acquisition, purchase of equipment, architectural and engineering fees, other services (legal, accounting, construction management), etc.

(1) All workers employed by Contractors or subcontractors on construction work costing over $2,000 and financed in whole or in part under this Contract shall be paid wages at rates not less than those prevailing in similar construction in the locality, as determined by the Secretary of Labor and specified in a wage determination.

(2) In construction projects subject to the Davis-Bacon Act, Contractors and subcontractors shall submit weekly payroll information for each worker in the form prescribed by HUD, and shall post a notice listing the minimum wage rates at the work site or sites. In addition, Contractors and subcontractors shall be required to pay wages at least once a week.

(A) Copeland ("Anti-Kick Back Act" (18 U.S.C. 87b) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). Contracts awarded to grantees and subgrantees in excess of $2,000 which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 9.

(1) Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.

(2) Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under work conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

35.3 Prime Contractor Responsibilities. The Contractor is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this Contract. The Owner will consider the Contractor to be the sole point of contact with regard to contractual matters. All contractors, including subcontractors must be registered in SAM and eligible to receive federal contracts.
35.4 **Federal and State Laws.** The Contractor agrees to comply with all CDBG requirements as well as other federal and state laws, regulations, or Executive Orders. The Administrator reserves the right to add or delete terms and conditions of this Contract as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the CDBG Program.

35.5 **Procurement and Contracting.** In accordance with 2 CFR Part 200, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. This provision shall supersede any conflicting provision in an executed contract document or agreement funded in whole or in part with CDBG funds.

35.6 **Reporting Requirements.** The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the Administrator. Further, the Contractor agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in sanctions.

35.7 **Access to Records and Records Retention.**

(A) Records to be Kept. Records shall be maintained in accordance with requirements prescribed by HUD or the Administrator with respect to all matters covered by this contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract.

(B) Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

(C) Inspection of Records. At any time during normal business hours and as often as the Administrator, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the Administrator, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this contract, and will permit the Administrator, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

35.8 **Confidential Information.** Any reports, information, data, etc. given to, prepared by, or assembled by the Contractor under this Contract, which the Administrator or Owner requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of the Administrator or Owner, as applicable.

35.9 **Reporting of Fraudulent Activity.** At any time during the term of this Contract anyone has reason to believe by whatever means that, under this or any other program administered by the State, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this Contract or any other contract, such information shall be reported immediately to the appropriate authorities.

35.10 **Political Activity.** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code of Laws of South Carolina, 1976, as amended.

35.11 **Conflict of Interest.**

(A) A member of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or City of Charleston

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localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. This provision shall be incorporated in all such contracts or subcontracts.

(B) Contractor's Responsibilities. The Contractor shall take appropriate steps to assure compliance with paragraph (A) of this Section, and will incorporate the following provision into every sub-contract: "Interest of Sub-Contractor and Employees. The Sub-Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Sub-Contractor or his employees must be disclosed to the Recipient and the Administrator, provided, however, that this paragraph shall be interpreted in such a manner so as not to unnecessarily impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area."

35.12 Lobbying. The Contractor certifies, to the best of his or her knowledge and belief, that:

(A) No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(B) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.

(D) This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this Section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

35.13 Applicable Law. In addition to the applicable Federal laws and regulations, this Contract is also made under and shall be construed in accordance with the laws of the State. By execution of this Contract, the Contractor agrees to submit to the jurisdiction of the State for all matters arising or to arise hereunder, including but not limited to performance of said Contract and payment of all licenses and taxes of whatever kind or nature applicable hereeto.

35.14 Limitation of Liability. The Contractor will not assert in any legal action by
claim or defense, or take the position in any administrative or legal procedures
that he is an agent or employee of the Owner or Administrator.

35.15 Legal Services. No attorney-at-law shall be engaged through the use of any
funds provided under this Contract in any legal action or proceeding against
the State of South Carolina, the Administrator, the City of Charleston, or the
Owner.

35.16 Rights in Data and Patent Rights. The Administrator shall have exclusive
ownership of, all proprietary interest in, and the right to full and exclusive
possession of all information, materials, and documents discovered or produced
by Contractor pursuant to the terms of this Contract, including, but not limited
to, reports, memoranda, or letters concerning research and reporting tasks of
this Contract.

35.17 Subcontracting with Small and Minority Firms, Women’s Business
Enterprise and Labor Surplus Areas. It is national policy to award a fair
share of contracts to disadvantaged business enterprises (DBEs), small
business enterprises (SBEs), minority business enterprises (MBEs) and
women’s business enterprises (WBEs). Accordingly, affirmative steps must be
taken to assure that DBEs, SBEs, MBEs and WBEs are utilized when possible as
sources of supplies, equipment, construction and services. Affirmative steps
shall include the following:
(A) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;
(B) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they
are potential sources;
(C) Whenever economically feasible, dividing total requirements into
smaller tasks or quantities so as to permit maximum participation by
DBEs, SBEs, MBEs and WBEs;
(D) Where the requirement permits, establishing delivery schedules which
will encourage participation by DBEs, SBEs, MBEs and WBEs;
(E) Using the services and assistance of the Small Business Administration,
Minority Business Development Agency, the State Office of Small and
Minority Business Assistance, the U.S. Department of Commerce and
the Community Services Administration as required; and
(F) Requiring the subcontractor, if any, to take the affirmative actions
outlined in (1) - (5) above.

35.18 Subcontracting. If any part of the work covered by this Contract is to be
subcontracted, the Contractor shall identify the subcontracting organization
and the contractual arrangements to the Administrator. All subcontracts must
be approved by the Administrator to insure they are not debarred or suspended
by the Federal or State governments and to insure the Owner and the State
understand the arrangements.

35.19 Debarment Certification.
(A) The Contractor must comply with Executive Orders 12549 and 12689
regarding Federal debarment and suspension regulations prior to
entering into a financial agreement for any transaction as outlined
below.
   (1) Any procurement contract for goods and services, regardless of
type, expected to equal or exceed the Federal procurement small
purchase threshold (which is $108,000 and is cumulative amount
from all federal funding sources).
   (2) Any procurement contract for goods and services, regardless of
amount, under which the Contractor will have a critical influence
on or substantive control over the transaction.
(B) In addition, no contract may be awarded to any contractors who are
ineligible to receive contracts under any applicable regulations of the
State.

35.20 South Carolina Illegal Immigration Reform Act. The Owner and the
Contractor are required to comply with the South Carolina Illegal Immigration
Reform Act (signed June 4, 2008) requiring verification of lawful presence in
the United States of any alien eighteen years of age or older who has applied
for state or local public benefits, as defined in 8 U.S.C. Section 1625, or for
federal public benefits, as defined in U.S.C. Section 1611.

35.21 Equal Employment Opportunity.

(A) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the State.

(B) In carrying out the Project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor must take affirmative action to assure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor will, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for the Project unless exempted by rules, regulations, or orders of the State issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

(C) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement with other contracts or understandings, a notice to be provided by the State advising the said labor union or workers' representatives of the Contractor's compliance with this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(E) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State government contracts or federally assisted construction contracts, as authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the State, or as otherwise provided by law.

35.22 Age Discrimination. In accordance with 45 CFR, Parts 90 and 91, the Contractor agrees there shall be no basis or age discrimination as to benefits and participation under this Contract.

35.23 Section 109 of the Housing and Community Development Act of 1974.

No person in the United States shall, on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the CDBG program of the State.

35.24 Section 504 of the Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity.
that receives the benefits from the Assistance.

35.25 Lead-Based Paint. The construction or rehabilitation of residential structures with any portion of the Assistance is subject to the HUD Lead-Based Paint regulations found at 24 CFR Part 35.

35.26 Clean Water, Clean Air, E.O. 11738 and EPA Regulations Provision. Compliance with Air and Water Acts apply to assisted construction contracts and related subcontracts exceeding $100,000. In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

(A) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

(B) They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued there under.

(C) They will promptly notify the Administrator of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(D) They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

[REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK. SIGNATORY PAGE TO IMMEDIATELY FOLLOW.]
THIS IS A LEGALLY BINDING CONTRACT.

BOTH OWNER AND CONTRACTOR SHOULD SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD.

BOTH OWNER AND CONTRACTOR ACKNOWLEDGE THAT THEY HAVE READ ALL ITEMS OF THIS CONTRACT.

BOTH OWNER AND CONTRACTOR ACKNOWLEDGE RECEIPT OF THIS CONTRACT.

CONTRACTOR:
Southern Craftsman Construction

Signature

Witness Signature

Printed Name

Witness Printed Name

Dan Ligon - Owner

Title

Principal place of Business:

7954 Shadow Oak Lane, North Charleston, SC 29406

Mailing Address

P.O. Box 71652, North Charleston, SC 29415

Telephone Number:

(803) 331-6590

Date

OWNER 1:

City of Charleston - HCD

Signature

Witness Signature

Printed Name

Witness Printed Name

Date

OWNER 2 (If applicable):

Signature

Witness Signature

Printed Name

Witness Printed Name

Date
Exhibit A

SCOPE OF WORK

[ON NEXT PAGE(S)]
<table>
<thead>
<tr>
<th>STRUCTURAL REPORT and HOME INSPECTION DETAILS</th>
<th>ITEM $$</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 General Requirements</td>
<td></td>
<td>License, insurance, permits, remove belongings, disposal, etc.</td>
</tr>
<tr>
<td>1.1 Structural Report - Frame</td>
<td></td>
<td>Repair damaged supplemental sill beam under south bath</td>
</tr>
<tr>
<td>1.2 Structural Report - Frame</td>
<td></td>
<td>Remove and replace &quot;unworkmanlike&quot; slabs at top of foundation piers</td>
</tr>
<tr>
<td>1.3 Structural Report - Frame</td>
<td></td>
<td>Repair damaged subfloor under the rear corner - laundry</td>
</tr>
<tr>
<td>1.4 Structural Report - Frame</td>
<td></td>
<td>Replace various damaged &quot;blocks&quot; between floor joists</td>
</tr>
<tr>
<td>2 Exterior - Wall cladding flashing and trim</td>
<td></td>
<td>Damaged siding on whole house and above front porch. (200 LF)</td>
</tr>
<tr>
<td>2.1 Doors - Inspected Repair or Replace</td>
<td></td>
<td>Replace rear exterior door including jam and all trim. (metal 6-panel)</td>
</tr>
<tr>
<td>2.2 Windows - Inspected, Repair or Replace</td>
<td></td>
<td>Broken pane and ensure all windows are operable</td>
</tr>
<tr>
<td>2.3 Decks, balconies, etc. applicable railings</td>
<td></td>
<td>Make necessary repairs to front and rear deck and railings</td>
</tr>
<tr>
<td>2.4 Vegetation, grading... and retaining walls</td>
<td></td>
<td>Remove vegetation around house and front steps</td>
</tr>
<tr>
<td>2.5 Eaves, soffits and Fascia</td>
<td></td>
<td>Repair fascia that has wood deterioration</td>
</tr>
<tr>
<td>2.6 Other - Storage Shed</td>
<td></td>
<td>Replace damaged roof sheathing and shingles on the rear shed</td>
</tr>
<tr>
<td>3.2 Floors - hardwood</td>
<td></td>
<td>Hardwood flooring has two areas to repair (strip/prep/match color)</td>
</tr>
<tr>
<td>3.2 Floors - carpet</td>
<td></td>
<td>Remove and replace all UPSTAIRS carpet (100 SY - 40 oz. nylon)</td>
</tr>
<tr>
<td>3.4 Cabinets</td>
<td></td>
<td>Re-install upstairs bathroom cabinet door</td>
</tr>
<tr>
<td>3.5 Doors</td>
<td></td>
<td>Adjust interior doors</td>
</tr>
<tr>
<td>5.1 Plumbing system</td>
<td></td>
<td>Remove, supply and install new water heater (30g - inc straps)</td>
</tr>
<tr>
<td>5.2 Plumbing water supply... fixtures</td>
<td></td>
<td>Remove, supply and install comfort height toilets in both baths</td>
</tr>
<tr>
<td>5.3 Electrical</td>
<td></td>
<td>Tighten and seal upstairs tub spout</td>
</tr>
<tr>
<td>5.3 Electrical connected devices and fixtures</td>
<td></td>
<td>Electrical contractor inspect and repair as necessary</td>
</tr>
<tr>
<td>5.7 Electrical - smoke detectors</td>
<td></td>
<td>Replace neutral / ground wires on same lug</td>
</tr>
<tr>
<td>7.8 HVAC - Cooling and Air handler</td>
<td></td>
<td>Replace one outlet not working / relocated rangehood plugs to corner</td>
</tr>
<tr>
<td>7.8 HVAC - Cooling and Air handler</td>
<td></td>
<td>Replace all smoke detectors (6)</td>
</tr>
<tr>
<td>7.8 HVAC - Cooling and Air handler</td>
<td></td>
<td>Unit working but have unit serviced (including remove and reinstall condenser to complete shed repairs listed on item 2.6)</td>
</tr>
<tr>
<td>7.8 HVAC - Cooling and Air handler</td>
<td></td>
<td>Uncap the secondary drain lines and run drain to daylight</td>
</tr>
<tr>
<td>8.1 Insulation and Ventilation</td>
<td></td>
<td>Foam sleeve is incomplete on suction line</td>
</tr>
<tr>
<td>9 Kitchen Appliances - dishwasher</td>
<td></td>
<td>Connect and glue condensate line in crawl</td>
</tr>
<tr>
<td>9.1 Kitchen Appliances - range &amp; range hood</td>
<td></td>
<td>Remove, supply and reinstall new crawl space insulation</td>
</tr>
<tr>
<td>9.2 Kitchen Appliances - washing machine</td>
<td></td>
<td>Remove, supply and install a new dishwasher (black)</td>
</tr>
<tr>
<td>38 Final Cleaning</td>
<td></td>
<td>Replace supply lines with woven metal lines</td>
</tr>
<tr>
<td>HCD Replace roof with Architectural Shingles</td>
<td></td>
<td>Final clean (wipe down, vacuum, sweep, clean windows, etc.)</td>
</tr>
<tr>
<td>HCD 7/16 OSB overlay</td>
<td></td>
<td>Remove, supply and install Architectural shingles w/ accessories</td>
</tr>
<tr>
<td>HCD Paint Interior (LBP /Front door &amp; bath wdw)</td>
<td></td>
<td>OSB overlay</td>
</tr>
<tr>
<td>HCD Paint Exterior (LBP /Front door &amp; bath wdw)</td>
<td></td>
<td>One color, two coats</td>
</tr>
<tr>
<td>2.5 Doors</td>
<td></td>
<td>Two color (body and trim), one coat</td>
</tr>
<tr>
<td>HCD Kitchen Appliances - Fridge</td>
<td></td>
<td>Remove, supply and install a new fridge (black)</td>
</tr>
<tr>
<td>HCD Remove all upper cabinets in corner near range</td>
<td></td>
<td>Move range into the corner / Install cabinet and vent over range</td>
</tr>
<tr>
<td>HCD Remove, supply and install new kit countertops</td>
<td></td>
<td>Match new layout</td>
</tr>
<tr>
<td>HCD Install new kitchen faucet and sprayer</td>
<td></td>
<td>Reinstall existing sink in new c-top but new faucet and sprayer</td>
</tr>
<tr>
<td>HCD Replace carpet stair treads with hardwood treads</td>
<td></td>
<td>Trim work to install skirt board, treads and risers. Stair to match</td>
</tr>
<tr>
<td>HCD Add drainage at the base of front porch stairs</td>
<td></td>
<td>Excavate 30&quot; x 30&quot; at base of stairs - 12&quot; depth - Add crushed stone</td>
</tr>
<tr>
<td>HCD Repair and paint old picket fence (white).</td>
<td></td>
<td>Repair fence (with screws) and make gate operable</td>
</tr>
<tr>
<td>HCD Front door - remove weather strip and fill holes</td>
<td></td>
<td>Prep and paint - Exterior and interior paint to match existing</td>
</tr>
<tr>
<td>ADD Floors - Luxury vinyl planks</td>
<td></td>
<td>After flooring repairs - install LVP in kitchen and laundry (150 sf)</td>
</tr>
</tbody>
</table>

CONSTRUCTION TOTAL - TURNKEY

EXHIBIT A SCOPE OF WORK SEE ATTACHED REPORTS
June 13, 2022

City of Charleston
2 George Street
Charleston, SC 29401

Attn: Mr. Michael Kiefer | Housing Construction Program Manager

CC: Wilson Pickren | Project Manager | Housing & Development

In re: 3 Drews Court - Structural Damages Report

Gentlemen,

Per your request on the afternoon of June 1, 2022, Weaver Kirkpatrick of our office inspected readily accessible crawlspace areas of 3 Drews Court.

The purpose of this visit was to determine necessary repairs to the existing first floor framing at this time.

Introduction

3 Drews Court is a single story, wood-cladded and framed home supported on masonry pier foundations with unknown footings covered with a wood-framed roof topped with asphalt shingles.

The crawlspace was accessed at the front of the home.

First floor framing is composed of approximate eight-inch joists framed over and into timber girders along the perimeter and within the footprint of the home.

In general, it is also recommended that the crawlspace floor be cleared of debris and raked clean for future access.

Current damages to first floor framing of the home include:

1.1- A damaged supplemental sill beam under the rear South bathroom.
1.2- "Unworkmanlike" shims at the top of masonry foundation piers.
1.3- Damaged subfloor under the rear Southwest corner laundry room.
1.4- Various damaged "blocks" between floor joists.

Please see "KEY PLAN" on PAGE 5 for observed repair locations.
**Damages & Recommendations** [PHOTO #1]

1.1-There are damages in the supplemental sill beam and in the nearby subfloor under the rear South bathroom.

   It is recommended that this sill be removed and that connecting floor joists be reinforced continuously with treated 2 X 12s across nearby support sills.

   You should presume that each of the total six treated 2 X 12s joists needed will be approximately 25'-0" in length.

   Supplemental treated plywood subfloor may be needed above the existing sill to be removed.

1.2-In general, many of the existing masonry foundation piers have been shimmed below first floor framing in an “unworkmanlike” fashion.

   Existing shims consist of “wedges” or are only providing partial support to framing above them.

   It is recommended that shimming at the top of all interior foundation piers be replaced with appropriate materials as needed at this time.

   New shims are to be installed “snug” to the bottom of existing timber sill beams and are to meet the following guidelines:

   Shims are to be uniform in shape (no “wedges”)
   Shims are to consist of wood or composite materials.
   Shims are to match the entire “footprint” of piers (8" X 16")
   Shims are to in complete contact with framing above.

   Please note that installation of shims may require minor temporary support of framing above (bottle jacks, etc.)

1.3-Portions of subfloor under the rear Southwest corner laundry room are damaged at this time.

   It is recommended that supplemental “bridging” be installed beneath damaged subfloor sections at this time.

   “Bridging” is to consist of treated half-inch plywood installed ‘snug’ to the bottom of existing subfloor, fastened to nearby floor joists with continuous treated 2 X 4s.

   Plywood and 2 X 4s should extend two feet continuous beyond visible damages minimum in both directions (or to contact with building perimeter as applicable).
1.4-There are various damaged "blocks" between floor joists through the first-floor framing.

It is recommended that all damaged "bridging" be replaced with treated 2 X 6s fastened perpendicular to existing floor joists.

A full scope of framing, shimming, and subfloor repairs should be verified and proposed with a qualified contractor before construction begins.

Asides

During our visit we were asked about potential options to "level" the existing first-floor framing.

Given the historic nature of the existing structure, efforts to "level" the floor would require extensive carpentry work.

Some (but not all) methods may include:

Construction of an "sleeper" system (contemporary 2X4s on flat) on top of the entire existing floor set to level.

Reinforcing the existing second floor joists with subfloor set a higher, "level" surface (wood or light gauge metal options).

Complete reframing of the entire first floor framing system.

Overall, all minor slopes noted during our inspection are characteristic of homes of this age and appear satisfactory.

You should anticipate further exploratory and potential removal of all subfloors will be necessary to "straighten" the floor if deemed necessary by the client.

We are unsure if there is a termite bond currently on the property but one is recommended in the event of absence.

It is recommended that each crawlspace be inspected annually.

This inspection should be performed by an experienced contractor and include a written report that provides:

An overview sketch of the area
Termite assessment
Wood moisture readings from several locations
Overview of framing, plumbing, HVAC, etc.

The report should be compared to past years to monitor changes.

Summary

Given the construction techniques and the extent of damages our opinion is that the house needs minor repair at this time.

Although all structural repairs detailed in this report are strongly recommended, we recognize possible limitations to
repairs due to an allocated budget.

Based on the circumstance, our "priority list" of repairs would be as follows:

1 - South damaged supplemental sill beam
2 - Southwest laundry room subfloor
3 - "Unworkmanlike" shims
4 - Replacement of "Blocks" between floor joists

This concludes our current observations & recommendations.

This inspection and report are done with the best of our experience and ability. However, we cannot be responsible for items we may have overlooked, concealed conditions, or defects that may develop later.

We believe this report reflects the condition of the property at the time of the inspection, based on visual evidence.

The inspection and this report do not constitute a guarantee of any portion of the property and no warranty is implied.

Should you have any questions, please call.

Very Truly,

[Signature]

[Name]

G:\DOC2\Drews Ct 3 22 06 13
3 DREWS COURT

KEY PLAN OF 3 DREWS COURT
1.1 - DAMAGED SUPPLEMENTAL SILL BEAM UNDER REAR SOUTH BATHROOM
1.2 - "UNWORKMANLIKE" SHIMS AT TOP OF MASONRY FOUNDATION PIERS (SAMPLE)
1.3 - DAMAGED SUBFLOOR UNDER REAR SW CORNER LAUNDRY ROOM
1.4 - EXAMPLE OF VARIOUS DAMAGED "BLOCKS" BETWEEN EXISTING FLOOR JOISTS

PHOTO 1: CURRENT FLOOR FRAMING DAMAGES
Lead-Based Paint Risk Assessment Report

3 Drews Court
Charleston, South Carolina 29403

Prepared for: CITY OF CHARLESTON
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
75 CALHOUN STREET, SUITE 3200
CHARLESTON, SOUTH CAROLINA 29401

Evaluation Completion Date: June 7, 2022
Report Date: June 16, 2022

City Case Number: 195
Project Number: 08-1503R

Lead Based Paint Hazards: Yes
Lead Paint Identified: Yes
June 16, 2022

Mr. Michael Kiefer
City of Charleston  •  Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401

Subject: Report of Lead-Based Paint Risk Assessment
  3 Drews Court
  Charleston, South Carolina 29403
  City Case Number 195
  Project Number 08-1503R

Volkmar Consulting Services, LLC (VCS) conducted a Lead-Based Paint Risk Assessment for the subject site in general accordance with the US Department of Housing and Urban Development (HUD) "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, Second Edition, July 2012" Chapters 5 and 7 for the property owner, Ms. Lillian Miller, and the City of Charleston – Department of Housing and Community Development. The property is located at 3 Drews Court, Charleston, South Carolina 29403. Our assessment was conducted on June 7, 2022. The property is specifically identified by Charleston County Tax Assessor’s Office as TMS #459-05-01-056.

VCS conducted materials testing, interviews, and a site visit on the sample date to prepare this Lead-Based Paint Risk Assessment relative to a proposed roof replacement. Specifics on the methods, procedures, and limitations are attached.

This report is intended for the use of the City of Charleston – Department of Housing and Community Development and is subject to the contractual terms agreed to for this project. Reliance on this document by any other party is forbidden without the express written consent of VCS, and that party’s acceptance of mutually agreeable terms and conditions. Use of this report for purposes beyond those reasonably intended for City of Charleston – Department of Housing and Community Development and VCS will be at the sole risk of the user.

Lead-based paint hazards as defined by current HUD standards were identified at the project site.

We appreciate your selection of VCS for this project and look forward to assisting you further on this and other projects. If you have any questions, please do not hesitate to contact us.

Sincerely,

VOLKMAR CONSULTING SERVICES, LLC

[Signature]

Thomas E. Volkmar PE
President
EPA Lead Risk Assessor LBP-R-7571-2
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1. Executive Summary

Property Address: 3 Drews Court, Charleston, SC 29403 TMS# 459-05-01-056
Date of Assessment: June 16, 2022
Summary of Results: Lead-based paint hazards were identified at the project site.

Paint-Hazards:

<table>
<thead>
<tr>
<th>Room or Room Equivalent</th>
<th>Building Component</th>
<th>Lead Level (mg/cm² or µg/g)**</th>
<th>Options for Corrective Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landing</td>
<td>Door</td>
<td>1.5</td>
<td>1. Replace component, or</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2. Strip, prime, and repaint components, or</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3. Encapsulation</td>
</tr>
<tr>
<td>Exterior</td>
<td>Window Frame</td>
<td>1.3</td>
<td>1. Replace component, or</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2. Strip, prime, and repaint components, or</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3. Encapsulation</td>
</tr>
</tbody>
</table>

* LB.P on friction surface with dust-led hazard beneath, impacted surface, chewable surface with teeth marks, or other deteriorated LB.P.
** Milligrams per square centimeter (mg/cm²), or micrograms per gram (µg/d; parts per million; ppm).
NOTE: EPA standard for LB.P: 1.0 mg/cm², or 5000 µg/g.

Dust-Lead Hazards:

<table>
<thead>
<tr>
<th>Room or Room Equivalent</th>
<th>Surface*</th>
<th>Lead Level (µg/ft²)**</th>
<th>Options for Corrective Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Floor or interior window sill.
** Micrograms per square foot (µg/ft²)
NOTE: EPA dust-led hazard standards: 20 µg/ft² (floors); 100 µg/ft² (interior window sills).

Soil-Lead Hazards (bare soil only):

<table>
<thead>
<tr>
<th>Type of Area*</th>
<th>Location</th>
<th>Lead Level (mg/Kg)**</th>
<th>Options for Corrective Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Play area, drainage/foundation area, or rest of the yard.
** Parts per million, or micrograms per gram.
EPA Standards: 400 ppm (play area); 1,200 ppm (non-play areas in the drainage/foundation area or the rest of the yard).

Contact Person for Further Information:
Mr. Michael Kiefer
City of Charleston
Department of Housing and Community Development
75 Calhoun Street, Ste 3200, Charleston, SC 29401
(843) 722-1942

Preparer of Summary:
Mr. Thomas E. Volkmar
EPA Lead Risk Assessor LBP-R-7571-2
Volkmar Consulting Services, LLC
PO Box 2485, Goose Creek, SC 29445
(843) 900-5642

4 Page
General Summary

Home Sweet Home Inspections, LLC
728 Levee Drive
Moncks Corner, SC 29461
843-478-3700
ASHI Certified Inspector

Customer
Robin Miller
Florence S. Peters (Housing Development Officer)

Address
3 Drews Aly
Charleston SC 29403

The following items or discoveries indicate that these systems or components do not function as intended or adversely affect the habitability of the dwelling; or warrant further investigation by a specialist, or requires subsequent observation. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

2. Exterior

2.0 WALL CLADDING FLASHING AND TRIM

Inspected, Repair or Replace
The siding and trim has wood deterioration that needs to be repaired.
2.0 Item 1 (Picture) The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 2 (Picture) The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 3 (Picture) The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 4 (Picture) The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 5 (Picture) The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 6 (Picture) The siding and trim has wood deterioration that needs to be repaired.
2.0 Item 7: The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 8: The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 9: The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 10: The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 11: The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 12: The siding and trim has wood deterioration that needs to be repaired.
2.0 Item 13 (Picture) The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 14 (Picture) The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 15 (Picture) The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 16 (Picture) The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 17 (Picture) The siding and trim has wood deterioration that needs to be repaired.

2.0 Item 18 (Picture) The siding and trim has wood deterioration that needs to be repaired.

2.1 DOORS (Exterior)
Inspected, Repair or Replace
(1) The back door is damaged and needs to be repaired or replaced.
2.1 Item 1(Picture) The back door is damaged and needs to be repaired or replaced.

2.1 Item 2(Picture) The back door is damaged and needs to be repaired or replaced.
2.1 Item 3(Picture) The back door is damaged and needs to be repaired or replaced.

(2) The front and back doors need new weather stripping for the doors to seal properly.
2.2 WINDOWS

Inspected, Repair or Replace

(1) All of the windows need to be repaired and repainted. One has a broken glass pane.
2.2 Item 1 (Picture) All of the windows need to be repaired and repainted. One has a broken glass pane.

2.2 Item 2 (Picture) All of the windows need to be repaired and repainted. One has a broken glass pane.

(2) The windows are stuck shut and have screws that keep them from opening. This is a safety hazard and needs to be addressed.
2.2 Item 3 (Picture) The windows are stuck shut and have screws that keep them from opening. This is a safety hazard and needs to be addressed.

2.3 DECKS, BALCONIES, STOOPS, STEPS, AREAWAYS, PORCHES, PATIO, COVER AND APPLICABLE RAILINGS

Inspected, Repair or Replace

(1) The front porch railing needs to be repaired.

2.3 Item 1 (Picture) The front porch railing needs to be repaired.

(2) The back door landing needs to be repaired.

2.3 Item 2 (Picture) The front porch railing needs to be repaired.
2.3 Item 3 (Picture) The back door landing needs to be repaired.

2.4 VEGETATION, GRADING, DRAINAGE, DRIVEWAYS, PATIO FLOOR, WALKWAYS AND RETAINING WALLS (With respect to their effect on the condition of the building)

Inspected, Repair or Replace

(1) Shrubbery and vines needs to be trimmed away from home to prevent damage.

2.4 Item 1 (Picture) Shrubbery and vines needs to be trimmed away from home to prevent damage.

2.4 Item 2 (Picture) Shrubbery and vines needs to be trimmed away from home to prevent damage.
2.4 Item 3 (Picture) Shrubs are needed to be trimmed away from home to prevent damage.

2.4 Item 4 (Picture) Shrubs and vines needs to be trimmed away from home to prevent damage.

(2) Ponding water at the front porch steps needs to be addressed.

2.4 Item 5 (Picture) Ponding water at the front porch steps needs to be addressed.

2.5 EAVES, SOFFITS AND FASCIA

Inspected, Repair or Replace
The fascia has wood deterioration that needs to be repaired.

2.6 OTHER

Inspected, Repair or Replace
The storage shed roof has deteriorated and needs to be repaired. The HVAC condenser is sitting on top of the shed and could collapse the top.
3. Interiors

3.2 FLOORS

Inspected, Repair or Replace

(1) The hardwood flooring has some damage.
3.2 Item 1 (Picture) The hardwood flooring has some damage.

3.2 Item 2 (Picture) The hardwood flooring has some damage.

(2) The carpet needs to be re-stretched.
3.2 Item 3 (Picture) The carpet needs to be re-stretched.

3.2 Item 4 (Picture) The carpet needs to be re-stretched.

3.2 Item 5 (Picture) The carpet needs to be re-stretched.

3.2 Item 6 (Picture) The carpet needs to be re-stretched.

3.2 Item 7 (Picture) The carpet needs to be re-stretched.

3.4 COUNTERS AND A REPRESENTATIVE NUMBER OF CABINETS

Inspected, Repair or Replace
The upstairs bathroom vanity door needs to be re-installed.

3 Drews Aly
3.4 Item 1 (Picture) The upstairs bathroom vanity door needs to be re-installed.

3.5 DOORS (REPRESENTATIVE NUMBER)
Inspected, Repair or Replace
Some of the doors will not lock properly and the doors need to be adjusted.

3.6 Item 1 (Picture) Some of the doors will not lock properly and the doors need to be adjusted.

5. Plumbing System
5.1 HOT WATER SYSTEMS, CONTROLS, CHIMNEYS, FLUES AND VENTS
Inspected, Repair or Replace

3 Drews Aly
(1) The water heater does not have the required Seismic Strapping.

5.2 PLUMBING WATER SUPPLY AND DISTRIBUTION SYSTEMS AND FIXTURES
Inspected, Repair or Replace
(1) The upstairs bathroom toilet tank is loose and needs to be secured.

5.2 Item 1(Picture) The upstairs bathroom toilet tank is loose and needs to be secured.

(2) The upstairs bathroom tub spout is loose and needs to be sealed at the tub wall. Repair as needed.
5.2 Item 2 (Picture) The upstairs bathroom tub spout is loose and needs to be sealed at the tub wall. Repair as needed.

6. Electrical System

6.1 SERVICE AND GROUNDING EQUIPMENT, MAIN OVERCURRENT DEVICE, MAIN AND DISTRIBUTION PANELS

Inspected, Repair or Replace

The problem(s) discovered in the panel such as the neutral and ground wires are under the same lug and need to be separated and any other problems that an electrical contractor may discover while performing repairs need correcting. I recommend a licensed electrical contractor inspect further and correct as needed.
6.1 Item 1 (Picture) The problem(s) discovered in the panel such as the neutral and ground wires are under the same lug and need to be separated and any other problems that an electrical contractor may discover while performing repairs need correcting. I recommend a licensed electrical contractor inspect further and correct as needed.
6.1 Item 2 (Picture) The problem(s) discovered in the panel such as the neutral and ground wires are under the same lug and need to be separated and any other problems that an electrical contractor may discover while performing repairs need correcting. I recommend a licensed electrical contractor inspect further and correct as needed.

6.3 CONNECTED DEVICES AND FIXTURES (Observed from a representative number operation of ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling’s exterior walls)

Inspected, Repair or Replace
One of the receptacles in the hallway did not function when tested. I recommend a licensed electrical contractor inspect further and correct as needed.
6.3 Item 1 (Picture) One of the receptacles in the hallway did not function when tested. I recommend a licensed electrical contractor inspect further and correct as needed.

6.7 SMOKE DETECTORS

Inspected, Repair or Replace

(1) Recommend replacing all of the smoke detectors due to their age. Over 10 years old.
(2) Recommend replacing all of the batteries in all of the smoke detectors before moving in. Also recommend replacing the batteries every six months and testing to make sure they are working properly.

6.8 CARBON MONOXIDE DETECTORS

Not Present, Repair or Replace

There is no carbon monoxide detector found in home. It is recommended that one be installed according to the manufacturer's instructions.

7. Heating / Central Air Conditioning

7.9 HEATING EQUIPMENT

Inspected, Repair or Replace

The heating equipment was not tested due to the high ambient temperature. I recommend a HAVC technician service the units and evaluate the condition of all the components. The Lennox air handler in the down stairs closest is a 2019 model, the Lennox outside condenser is a 2020 model, the Goodman air handler in the attic is a 2007 model, the Goodman outside condenser is a 2006 model.

7.8 COOLING AND AIR HANDLER EQUIPMENT

Inspected, Repair or Replace

(1) The cooling units did function properly when tested, but I recommend a HAVC technician service the units and evaluate the condition of all the components. The Lennox air handler in the down stairs closest is a 2019 model, the Lennox outside condenser is a 2020 model, the Goodman air handler in the attic is a 2007 model, the Goodman outside condenser is a 2006 model.

(2) The secondary drain pan drains were not installed. Recommend the drain line be installed for added protection and detection of a problem. If the secondary drain pan drain line starts dripping then the main drain line is clogged. Also without the secondary drain pan drain line the standing water in the pan will cause the pan to rust and eventually start leaking.
7.8 Item 1 (Picture) The secondary drain pan drains were not installed. Recommend the drain line be installed for added protection and detection of a problem. If the secondary drain pan drain line starts dripping then the main drain line is clogged. Also without the secondary drain pan drain line the standing water in the pan will cause the pan to rust and eventually start leaking.

7.8 Item 2 (Picture) The secondary drain pan drains were not installed. Recommend the drain line be installed for added protection and detection of a problem. If the secondary drain pan drain line starts dripping then the main drain line is clogged. Also without the secondary drain pan drain line the standing water in the pan will cause the pan to rust and eventually start leaking.

7.8 Item 3 (Picture) The foam sleeve on suction line is missing foam sleeve in area(s) in the crawlspace. Missing foam on suction line can cause energy loss and condensation. I recommend repair as needed.

(3) The foam sleeve on suction line is missing foam sleeve in area(s) in the crawlspace. Missing foam on suction line can cause energy loss and condensation. I recommend repair as needed.
(4) The condensation drain line was loose and draining into the crawlspace. I pushed the drain line back into the 90 degree elbow, but the drain line needs to be glued to prevent it from coming apart again.

7.6 Item 4 (Picture) The condensation drain line was loose and draining into the crawlspace. I pushed the drain line back into the 90 degree elbow, but the drain line needs to be glued to prevent it from coming apart again.

8. Insulation and Ventilation

8.1 INSULATION UNDER FLOOR SYSTEM

Inspected, Repair or Replace
The insulation is missing/loose/fallen in the crawlspace. Insulation that has fallen to the ground or has become damp from the ground or from condensation usually needs to be replaced with new insulation. A qualified person should repair or replace as needed. (Refer to the crawlspace pictures for the issues with the floor insulation)

9. Built-In Kitchen Appliances

9.0 DISHWASHER

Inspected, Repair or Replace
(1) The dishwasher leaks when operated. I recommend repair or replace as necessary.
9.0 Item 1 (Picture) The dishwasher leaks when operated. I recommend repair or replace as necessary.

(2) The dishwasher drain line did not perform a loop to create a trap under sink. I recommend repair as necessary.

9.0 Item 2 (Picture) The dishwasher drain line did not perform a loop to create a trap under sink. I recommend repair as necessary.

9.0 Item 3 (Picture) The dishwasher drain line did not perform a loop to create a trap under sink. I recommend repair as necessary.

9.1 RANGES/OVENS/COOKTOPS

Inspected, Repair or Replace

The range/oven does not have an anti-tipping bracket installed. The bracket needs to be installed. Warning label is on the oven door.
9.1 Item 1 (Picture) The range/oven does not have an anti-tipper bracket installed. The bracket needs to be installed. Warning label is on the oven door.

9.7 Washer & Dryer
Inspected, Repair or Replace
Recommend replacing the rubber water supply hoses with “Burst Proof Hoses”. These rubber hoses have a high failure rate and can burst when no one is home causing extensive damage to the home's interiors.

9.7 Item 1 (Picture) Recommend replacing the rubber water supply hoses with “Burst Proof Hoses”. These rubber hoses have a high failure rate and can burst when no one is home causing extensive damage to the home’s interiors.

Home Inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home Inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected
Exhibit B
CONTRACTOR'S BID PACKAGE

[ON NEXT PAGE(S)]
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>8</td>
<td>HVAC - Cooling and Air handler</td>
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<td>7.8</td>
<td>HVAC - Cooling and Air handler</td>
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<td>7.8</td>
<td>HVAC - Cooling and Air handler</td>
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<tr>
<td>6</td>
<td>Electrical system</td>
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<tr>
<td>6.1</td>
<td>Electrical system. Main distribution panel</td>
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<tr>
<td>6.3</td>
<td>Electrical connected devices and fixtures</td>
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<td>6.7</td>
<td>Electrical - smoke detectors</td>
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<td>HVAC - Cooling and Air handler</td>
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<td>8.1</td>
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<tr>
<td>9</td>
<td>Kitchen Appliances - dishwasher</td>
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<tr>
<td>9.1</td>
<td>Kitchen Appliances - range &amp; range hood</td>
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<td>9.2</td>
<td>Kitchen Appliances - washing machine</td>
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<td>38</td>
<td>Final Ceaning</td>
</tr>
<tr>
<td>HCD</td>
<td>Replace roof with Architectural Shingles</td>
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<tr>
<td>HCD</td>
<td>7/16 OSB overlay</td>
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<tr>
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<td>Paint interior (LPF/Front door &amp; bath w/d)</td>
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<td>Paint exterior (LPF/Front door &amp; bath w/d)</td>
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<td>Kitchen Appliance - Fridge</td>
</tr>
<tr>
<td>HCD</td>
<td>Remove all upper cabinets in corner near range</td>
</tr>
<tr>
<td>HCD</td>
<td>Remove supply and install new kit countertops</td>
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<td>HCD</td>
<td>Install new kitchen faucet and sprayer</td>
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<td>Repair and paint old picket fence (white)</td>
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<td>HCD</td>
<td>Front door - remove weather strip and hit holes</td>
</tr>
<tr>
<td>ADD</td>
<td>Floors - Luxury vinyl planks overhead, profit</td>
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<tr>
<td>CONSTRUCTION TOTAL - TURNKEY</td>
<td>$76,515.00</td>
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**EXHIBIT B**

**CONTRACTOR'S BID**

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<thead>
<tr>
<th>ITEM</th>
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<tbody>
<tr>
<td>1</td>
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<td>Structural Report - Frame</td>
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<td>Windows - Inspected, Repair or Replace</td>
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<td>Decks, balconies, ... applicable railings</td>
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<td>Eaves, Soffits and Fascia</td>
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| DUE BACK BY | July 22, 2022 at 5pm |

$3,500.00 License, insurance, permits, remove belongings, disposal, etc
$4,500.00 Repair damaged supplemental sill beam under south bath
$3,000.00 Remove and replace "unworkmanlike" shims at top of foundation piers
$2,500.00 Repair damaged subfloor under the rear corner - laundry
$2,000.00 Replace various damaged "blocks" between floor joist
$2,750.00 Damaged siding on whole house and above front porch (200 LF)
$600.00 Replace rear exterior door including jam and all trim. (metal/panel)
$300.00 Broken pane and ensure all windows are operable
$600.00 Make necessary repairs to front and rear deck and railings
$300.00 Remove vegetation around house and front steps
$400.00 Repair fascia that has wood deterioration
$2,500.00 Replace damaged roof sheathing and shingles on the rear shed
$2,500.00 Hardwood flooring has two areas to repair (strip/prep/match color)
$4,000.00 Remove and replace all UPSTAIRS carpet (100 SY - 40 oz nylon)
$50.00 Re-install upstairs bathroom cabinet door
$350.00 Adjust interior doors
$1,200.00 Supply, remove and install new water heater (30g - inc straits)
$400.00 Remove, supply and install comfort height toilets in both baths
$300.00 Tighten and seal upstairs tub spout
$300.00 Electrical contractor inspect and repair as necessary
$100.00 Repair neutral ground wires on same lug
$500.00 Replace one outlet not working / relocated range hood plugs to corner
$400.00 Replace all smoke detectors (6)

Unit working but have unit serviced (including remove and reinstall):
$600.00 Condenser to complete shed repairs listed on item 26
$150.00 Uncap the secondary drain lines and run drain to daylight
$30.00 Foam sleeve is incomplete on suction line
$300.00 Connect and glue condensate line in crawl
$1,500.00 Remove supply and reinstall new crawl space insulation
$500.00 Remove, supply and install a new dishwasher (black)
$1,500.00 Remove, supply and install a new range and hood (black)
$75.00 Replace supply lines with woven metal lines
$400.00 Final clean (wipe down, vacuum, sweep, clean windows, etc.)
$4,000.00 Remove, supply and install Architectural shingles w/ accessories
$2,000.00 OSB overlay
$5,000.00 One color, two coats
$5,000.00 Two color (body and trim): one coat
$1,200.00 Remove, supply and install a new fridge (black)
$1,000.00 Move range into the corner / install cabinet and vent over range
$3,000.00 Match new layout
$250.00 Reinstall existing sink in new c-tops but new faucet and sprayer
$200.00 Trim work to install skirt board, treads and risers. Stain to match
$300.00 Excavate 30"x30" at base of stairs - 12" depth - Add crushed stone
$500.00 Repair fence (with screws) and make gate operable.
$200.00 Prep and pain - Exterior and interior paint to match existing
$1,200.00 After flooring repairs - install LVP in kitchen and laundry (150 sf)
$15,000.00
Exhibit C
SOLICITATION

[ON NEXT PAGE(S)]
Good morning

During our meeting with most of you, several items came up that needed correction and/or clarification. To that end, please find the revised statement of values dated 7-7-22. Once the final vendor has been selected, we will determine the best final solutions. But this should ensure we are comparing “apples to apples.” The other documents have not changed but included for convenience.

Bids due back by July 22, 2022 by 5 p.m.

Please let me know if there are any questions or concerns.

Regards

Wilson
City of Charleston – Depart Housing and Community Development
(843) 720-3836

Good morning

Please find attached the statement of values worksheet, a structural report from June of this year, the lead based paint risk assessment and the home inspection—general summary for the above lot.
Good morning

Please find attached the statement of values worksheet, a structural report from June of this year, the lead based paint risk assessment and the home inspection — general summary for the above lot.

3 Drews Court (Alley) is a city owned private residence that the city is in the process of selling. The house was built in 1842 but is in relatively good shape. The attached documents should provide the necessary details needed for the bid process. However, please contact Mike Kiefer or myself to schedule an inspection walk to review the scope of work to ensure a successful bid.

NOTE: While the notes column on the statements of values are from their respective reports, any changes are noted in bold.

While this project will not need RPC approval like our typical rehabilitations but will be due back by July 22, 2022 by 5 pm.

Let me know if there are any questions or concerns.

Regards,

Wilson Pickren  Housing Construction Project Manager
City of Charleston | Department of Housing and Community Development
75 Calhoun Street, Suite 3200 | Charleston, SC 29401
T:(843) 720-3836  F:(843) 965-1080  pickrenw@charleston-sc.gov  www.charleston-sc.gov

City of Charleston
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
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<tbody>
<tr>
<td>J.W. Painting &amp; Repairs</td>
<td>3 Drews Court</td>
</tr>
<tr>
<td>Carolina Dreams Construction</td>
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<td>one</td>
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AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2 TRAIL HOLLOW DRIVE (.63 ACRE) (TMS# 358-07-00-051), 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 10. THE PROPERTY IS OWNED BY JOSE A. TORRES, TRACIE A. STEMMER-TORRES, ANN STEMMER (THOMAS).

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 10 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2 Trail Hollow Drive (.63 acre) is identified by the Charleston County Assessors Office as TMS# 358-07-00-051, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

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

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council
# Annexation Profile

**Parcel Address:** 2 Trail Hollow Drive  
**Presented to Council:** 9/13/2022  
**Status:** Received Signed Petition  
**Number of Units:** 1  
**Year Built:** 1978  
**Number of Persons:** 2  
**Race:** Caucasian  
**Acreage:** 0.63  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-1  
**Recommended Zoning:** SR-1  
**Appraised Value:** $347,070.00  
**Assessed Value:** $12,880.00  
**Stormwater Fees:** 120.00

<table>
<thead>
<tr>
<th><strong>Mailing Address:</strong></th>
<th>2 Trail Hollow Drive</th>
<th><strong>Located in existing service area - Team 4</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City Area:</strong></td>
<td>West Ashley</td>
<td><strong>Located in existing service area - Station 2</strong></td>
</tr>
<tr>
<td><strong>Subdivision:</strong></td>
<td>Shadowmoss</td>
<td><strong>Located in existing service area. One additional stop.</strong></td>
</tr>
<tr>
<td><strong>Council District:</strong></td>
<td>10</td>
<td><strong>Contiguous to existing service area.</strong></td>
</tr>
<tr>
<td><strong>Within UGB:</strong></td>
<td>Yes</td>
<td><strong>No additional City-maintained right-of-way</strong></td>
</tr>
<tr>
<td><strong>Police</strong></td>
<td></td>
<td><strong>Traffic and Transportation</strong></td>
</tr>
<tr>
<td><strong>Fire</strong></td>
<td></td>
<td><strong>Signalization</strong></td>
</tr>
<tr>
<td><strong>Public Service</strong></td>
<td></td>
<td><strong>Signage</strong></td>
</tr>
<tr>
<td><strong>Sanitation</strong></td>
<td></td>
<td><strong>Pavement Markings</strong></td>
</tr>
<tr>
<td><strong>Storm Water</strong></td>
<td></td>
<td><strong>Charleston Water System</strong></td>
</tr>
<tr>
<td><strong>Streets and Sidewalks</strong></td>
<td></td>
<td><strong>CWS service area.</strong></td>
</tr>
<tr>
<td><strong>Traffic and Transportation</strong></td>
<td></td>
<td><strong>Planning</strong></td>
</tr>
<tr>
<td><strong>Signalization</strong></td>
<td>None</td>
<td><strong>Urban Growth Line</strong></td>
</tr>
<tr>
<td><strong>Signage</strong></td>
<td>None</td>
<td>Property is a developed site within the line.</td>
</tr>
<tr>
<td><strong>Pavement Markings</strong></td>
<td>None</td>
<td><strong>City Plan</strong></td>
</tr>
<tr>
<td><strong>Charleston Water System</strong></td>
<td></td>
<td>Development and zoning are consistent with the City Plan.</td>
</tr>
<tr>
<td><strong>Planning</strong></td>
<td></td>
<td><strong>Elevation Range</strong></td>
</tr>
<tr>
<td><strong>Urban Growth Line</strong></td>
<td></td>
<td>13-18 ft</td>
</tr>
<tr>
<td><strong>City Plan</strong></td>
<td>The existing development and proposed zoning is consistent with the City Plan.</td>
<td></td>
</tr>
<tr>
<td><strong>Elevation Range</strong></td>
<td>13-18 ft</td>
<td>Recommend annexation.</td>
</tr>
<tr>
<td><strong>Parks</strong></td>
<td>Already being served.</td>
<td></td>
</tr>
</tbody>
</table>
Annexation Map

Location: West Ashley

Property Address: 2 Trail Hollow Drive

Tax Map # (TMS): 3580700051

Area (Acres): 0.63

Council District: 10
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately .656 acres) to be annexed is
identified by the Charleston County Assessors Office as Property Identification Number: TMS# 358-07-00 (Address: 2 Trail Hollow Drive Charleston, SC 29414).

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

FREEHOLDERS (OWNERS) SIGNED

(Signature) Jose Torres
(Print Name)

(Signature) Tracey J. Steamer
(Print Name) Ann Steamer (Thomas)

DATE OF SIGNATURE

Aug 11, 2022
(Date)

(Date)

(Date)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1592 SOUTHWICK DRIVE (.37 ACRE) (TMS# 579-07-00-057), 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 MATTHEW ANTOL.

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.

E) 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, 1592 Southwick Drive, (.37 acre) is identified by the Charleston County Assessors Office as TMS# 579-07-00-057, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of

_______, in the______ Year of Our Lord,

the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council
# Annexation Profile

**Parcel Address:** 1592 Southwick Drive  
**Presented to Council:** 9/13/2022  
**Status:** Received Signed Petition  
**Year Built:** 2021  

**Owner Names:** Matthew Antol  
**Number of Units:** 1  
**Number of Persons:** 2  
**Race:** Caucasian  
**Acreage:** .37  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-1  
**Recommended Zoning:** SR-1  
**Appraised Value:** $55,000.00  
**Assessed Value:** $3,300.00  
**Stormwater Fees:** 120.00  

**Mailing Address:** 1592 Southwick Drive  
**City Area:** Johns Island  
**Subdivision:** Fenwick Hills  
**Council District:** 5  
**Within UGB:** Yes  

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>Police</td>
<td>Located in existing service area - Team 3</td>
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<tr>
<td>Fire</td>
<td>Located in existing service area - Station 17</td>
</tr>
<tr>
<td>Public Service</td>
<td></td>
</tr>
<tr>
<td>Sanitation</td>
<td>Located in existing service area. One additional stop.</td>
</tr>
<tr>
<td>Storm Water</td>
<td>Contiguous to existing service area.</td>
</tr>
<tr>
<td>Streets and Sidewalks</td>
<td>No additional City-maintained right-of-way</td>
</tr>
<tr>
<td>Traffic and Transportation</td>
<td></td>
</tr>
<tr>
<td>Signalization</td>
<td>None</td>
</tr>
<tr>
<td>Signage</td>
<td>None</td>
</tr>
<tr>
<td>Pavement Markings</td>
<td>None</td>
</tr>
<tr>
<td>Charleston Water System</td>
<td>St. Johns Water Service Area. CWS Sewer Service Area.</td>
</tr>
<tr>
<td>Planning</td>
<td></td>
</tr>
<tr>
<td>Urban Growth Line</td>
<td>Property is a developed site within the line.</td>
</tr>
<tr>
<td>City Plan</td>
<td>Development and zoning are consistent with the City Plan.</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>18-22 ft</td>
</tr>
<tr>
<td>Parks</td>
<td>Already being served.</td>
</tr>
</tbody>
</table>

**Notes/Comments:**  

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

Location: Johns Island

Property Address: 1592 Southwick Drive

Tax Map # (TMS): 2790700057

Area (Acres): 0.37

Council District: 5
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located on Johns Island (approximately 0.37 acres) to be annexed is
identified by the Charleston County Assessors Office as Property Identification Number: TMS#
277-07-00-057
(Address: 1598 Southwest Blvd.).

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

FREEHOLDERS (OWNERS) SIGNED DATE OF SIGNATURE

(Signature) 8/18/2020

MATTHEW ANTO
(Print Name)

(Signature) (Date)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 7 OAKDALE PLACE (.27 ACRE) (TMS# 418-15-00-055), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 3. THE PROPERTY IS OWNED BY GRETA PIERSON.

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

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

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

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

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

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

SAID PROPERTY to be annexed, 7 Oakdale Place, (.27 acre) is identified by the Charleston County Assessors Office as TMS# 418-15-00-055, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

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

By:

______________________________
John J. Tecklenburg
Mayor

Attest:

______________________________
Jennifer Cook
Clerk of Council
Annexation Profile

Parcel Address: 7 Oakdale Place
Owner Names: Greta Pierson
Parcel ID: 4181500055
Mailing Address: 7 Oakdale Place
City Area: West Ashley
Subdivision: Avondale
Council District: 3
Within UGB: Yes

Presented to Council: 9/13/2022
Status: Received Signed Petition
Year Built: 1950
Number of Units: 1
Number of Persons: 1
Race: Caucasian
Acreage: .27
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $710,000.00
Assessed Value: $28,400.00
Stormwater Fees: 120.00

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

Notes/Comments:

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

Location: West Ashley

Property Address: 7 Oakdale Place

Tax Map # (TMS): 41815000555

Area (Acres): 0.26

Council District: 3
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately .26 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 118190000055 (Address: 7 Oakdale Place, Charleston, SC, 29407).

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

FREEHOLDERS (OWNERS) SIGNED

/Greta Pierson/
(Signature)

/Greta Pierson/
(Print Name)

DATE OF SIGNATURE

/01/2022/
(Date)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1630 WAPPCO DRIVE (.06 ACRE) (TMS# 351-12-00-006), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 9. THE PROPERTY IS OWNED BY JOSHUA A. MITCHELL AND KIMBERLY B. MITCHELL.

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

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

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

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

SAID PROPERTY to be annexed, 1630 Wappoo Drive, (.06 acre) is identified by the Charleston County Assessors Office as TMS# 351-12-00-006, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

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

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council
## Annexation Profile

- **Parcel Address:** 1630 Wappoo Drive
- **Presented to Council:** 9/13/2022
- **Status:** Received Signed Petition
- **Year Built:** 2019
- **Owner Names:** Joshua A. Mitchell and Kimberly B. Mitchell
- **Number of Units:** 1
- **Number of Persons:** 2
- **Race:** Caucasian
- **Acreage:** 0.6
- **Current Land Use:** Residential
- **Current Zoning:** R-4
- **Requested Zoning:**
- **Recommended Zoning:**
- **Appraised Value:** $268,000.00
- **Assessed Value:** $10,640.00
- **Stormwater Fees:** 120.00

### Police
- Located in existing service area - Team 4

### Fire
- Located in existing service area - Station 12

### Public Service

#### Sanitation
- Located in existing service area. One additional stop.

#### Storm Water
- Contiguous to existing service area.

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

### Traffic and Transportation
- **Signalization:** None
- **Signage:** None
- **Pavement Markings:** None

### Charleston Water System
- CWS service area

### Planning

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

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

#### Elevation Range
- 24-26 ft

### Parks
- Already being served.

### Notes/Comments:

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

Location: West Ashley
Property Address: 1630 Wappoo Drive
Tax Map # (TMS): 3511200006
Area (Acres): 0.06
Council District: 9
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (approximately 0.06 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3511200006 (Address: 1630 Wappoo Drive, Charleston, South Carolina, 29407).

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

FREEHOLDERS (OWNERS) SIGNED

John Mitchell
(Signature)

Josh Mitchell
(Print Name)

Kim Mitchell
(Signature)

Kimberly Mitchell
(Print Name)

DATE OF SIGNATURE

8/28/22
(Date)

8/28/22
(Date)