

JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:00 p.m. Tuesday, October 9, 2018 at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Councilmember Waring

Approval of Minutes:

September 17, 2018

- a. Request approval of a Temporary Access and Sand Disposal Agreement and Permanent Jetty Access Agreement with the South Carolina State Ports Authority. (TMS: 450-00-00-013; a portion of Morris Island). The property is owned by the City of Charleston.
- b. Request authorization for the Mayor, without further action by City Council, to execute all documents necessary to consent to release The City Marina Company (TMC) from all obligations and liabilities under the City Marina Lease and the related Parking Management Agreement (as previously amended and assigned), arising out of events occurring subsequent to the assignment of these agreements to Safe Harbor Marinas, LLC (“SHM”), provided that SHM expressly agrees to assume all obligations and liabilities of TMC under the agreements without regard to when the events giving rise to same occur.
- c. Consider the following annexation:

1621 Donnie Lane (TMS# 427-00-00-029) 0.54 acre, James Island (District 6)
The property is owned by Gregory Payton & Donna W. Payton

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

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: October 9, 2018

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: A portion of Morris Island

TMS: 450-00-00-013

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval of the Temporary Access and Sand Disposal Agreement and Permanent Jetty Access Agreement.

ORDINANCE: Is an ordinance required? Yes No

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

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

FUNDING: Was funding needed? Yes No

If yes, was funding previously approved?* Yes No

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

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

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: October 9, 2018

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: A portion of Morris Island

TMS: 450-00-00-013

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval of the Temporary Access and Sand Disposal Agreement and Permanent Jetty Access Agreement.

ORDINANCE: Is an ordinance required? Yes No

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

ACQUISITION Seller (Property Owner) _____ Purchaser _____

DONATION/TRANSFER
Donated By: _____

FORECLOSURE
Terms: _____

PURCHASE
Terms: _____

CONDEMNATION
Terms: _____

OTHER
Terms: _____

SALE Seller (Property Owner) _____ Purchaser _____

NON-PROFIT ORG, please name _____
Terms: _____

OTHER
Terms: _____

EASEMENT Grantor (Property Owner) _____ Grantee _____

PERMANENT
Terms: _____

COMMERCIAL REAL ESTATE FORM

TEMPORARY
Terms: _____

LEASE Lessor: _____ Lessee: _____

INITIAL
Terms: _____

RENEWAL
Terms: _____

AMENDMENT
Terms: _____

Improvement of Property

Owner: City of Charleston

Terms: Temporary access and occupancy of the Sand Material Disposal Area is authorized for a period of four consecutive months, with notice of commencement of improvements to be given no later than July 1, 2021. Permanent access to the Jetty is granted solely for maintaining the functionality of the Jetty. The City will be provided prior notice of the time and scope of maintenance work.

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: _____

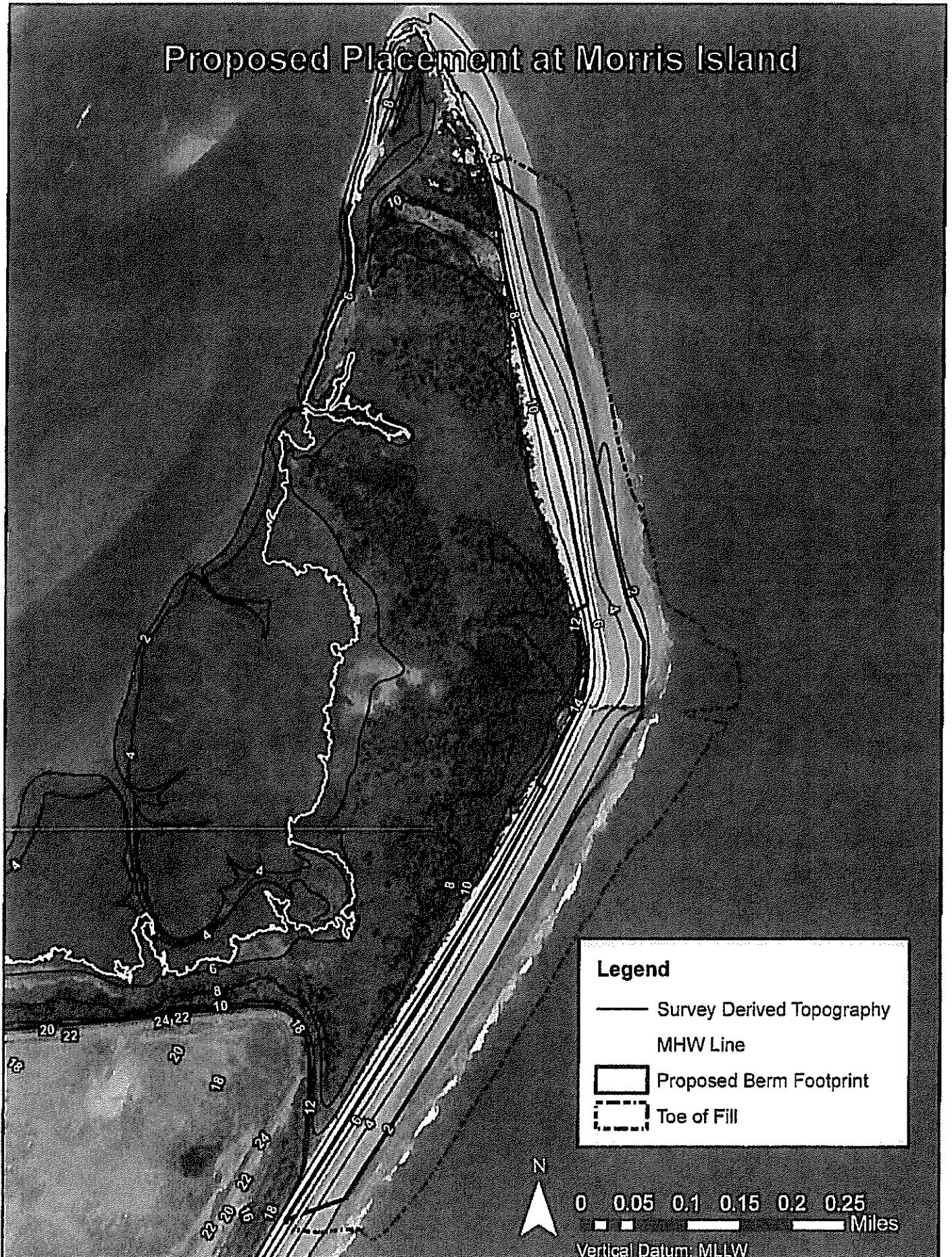
Signature: _____

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).

Proposed Placement at Morris Island

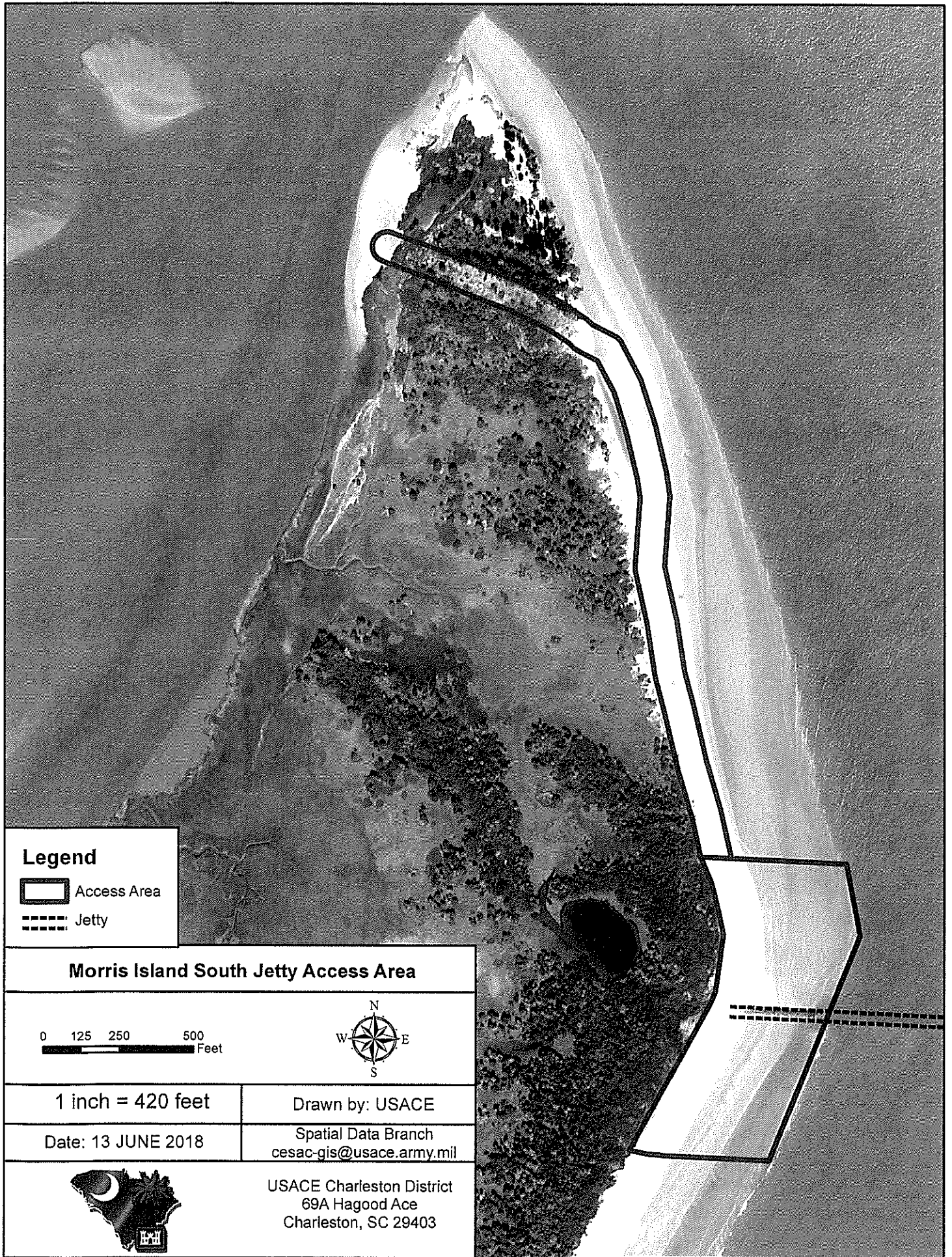


Legend

- Survey Derived Topography
- - - MHW Line
- ▭ Proposed Berm Footprint
- - - Toe of Fill

0 0.05 0.1 0.15 0.2 0.25 Miles

Vertical Datum: MLLW



Legend

-  Access Area
-  Jetty

Morris Island South Jetty Access Area

0 125 250 500
Feet



1 inch = 420 feet

Drawn by: USACE

Date: 13 JUNE 2018

Spatial Data Branch
cesac-gis@usace.army.mil



USACE Charleston District
69A Hagood Ace
Charleston, SC 29403

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

TEMPORARY ACCESS AND SAND
DISPOSAL AGREEMENT
AND
PERMANENT JETTY ACCESS
AGREEMENT

This Temporary Access and Sand Disposal Agreement and Permanent Jetty Access Agreement (the "Agreement") is made and entered this ____ day of _____, 2018 by and between the South Carolina State Ports Authority, an instrumentality of the State of South Carolina (the "SCPA") and the City of Charleston, South Carolina (the "City").

FOR AND IN CONSIDERATION of the covenants and promises as hereafter set forth, and the further consideration of one (\$1.00) dollar, the receipt and sufficiency of which is acknowledged, the parties represent and agree as follows:

1. The City is the owner of record of TMS parcel number 450-00-00-013, the same being a portion of Morris Island (herein the "Property").
2. The SCPA is the non-federal sponsor of the United States Army Corps of Engineers' ("Corps") federal navigation project to deepen Charleston Harbor, known as the Charleston Harbor Post 45 Deepening Project (the "Project"). As part of the review required by the National Environmental Policy Act, a Final Integrated Feasibility Report and Environmental Impact Statement and Record of Decision was issued. A Final Supplemental Environmental Assessment and Finding of No Significant Impact for Benefit Use Alternatives was also conducted that identified, by way of geotechnical sampling, an area of the channel of Charleston Harbor near the Property where the dredged material was not contaminated and had a 65% sand content (the "Sand Material"), a content suitable to assist in the stabilization of the Property, as the Project is implemented. It is estimated that approximately 350,000 cubic yards of this Sand Material could be placed on the Property, providing a one-time opportunity for the Project to contribute to stabilizing the Property.
3. The SCPA requires access to, and occupancy of, a portion of the Property to facilitate the Project and curb erosion of the Property. Specifically, SCPA seeks to use a portion of the Property for the following activities: to construct a berm comprised of Sand Material, approximately 250 feet on either side of an existing stone jetty, elevated to a level of approximately 9 ft NAVD88 at the highest level, and sloping to an elevation of approximately 5 ft NAVD88, with a continual gradual slope to the sea at an approximate 1-on-20 slope (the "Berm Improvements"); and to perform maintenance work on an existing Jetty (the "Jetty Improvements"). The portion of the Property upon which the Berm Improvements are to be constructed is outlined on Exhibit A in black, and extends from the top of the berm to the Mean High Water mark (the "Sand Material Disposal Area"). The portion of the Property to be utilized to access the Sand Material Disposal Area and to perform maintenance to the Jetty is Exhibit B (the "Jetty Access Maintenance Area").

4. The City agrees to allow temporary access to and occupancy of the Sand Material Disposal Area, and permanent access to the Jetty, subject to the following conditions:

- a. Temporary access and occupancy of the Sand Material Disposal Area is authorized for a period of four consecutive (4) months, following a two-week written notice from the SCPA to the City of the commencement of the installation of the Improvements (the "Notice of Commencement"); provided however, the Notice of Commencement must be given no later than July 1, 2021 or this Agreement shall be deemed null and void.

Permanent access to the Jetty is granted solely for the purpose of maintaining the Jetty in a condition such that it functions to accommodate efficient navigation and to prevent adverse impacts to the natural environment of the Property.

- b. Temporary access and occupancy of the Property for the purpose of disposing Sand Material is limited to and for the installation of the Improvements within the Sand Material Disposal Area. Access to the Jetty Access and Maintenance Area is limited to the purpose of maintaining the functionality of the Jetty to further efficient navigation and to prevent adverse impact to the natural environment of the Property.
- c. The costs of installing the Berm Improvements and Jetty Improvements shall be the sole responsibility of the SCPA.
- d. The SCPA shall remove all equipment and personal property from the Sand Material Disposal Area on or before the expiration of the four-month occupancy authorized by this Agreement. SCPA shall leave the Sand Material Disposal Area and the Property in a clean condition, free of rubbish or other debris, in as good or better condition than that as of the date of this Agreement and freely and safely accessible to the general public for their use and enjoyment. The SCPA shall promptly repair any damage done to the Sand Material Disposal Area or the Property by itself, any of its agents or subcontractors, to include the revegetation of any areas outside the Sand Material Disposal Area disturbed in the process of constructing the Improvements and the recreation, as much as possible, of any disturbed landform resulting from constructing the Improvements. The SCPA shall monitor any revegetated areas for a period of one (1) year, and supplement revegetation during and at the conclusion of the monitoring period if necessary to assure its viability. In the event that the SCPA determines, during the course of constructing the Improvements, a need to revegetate areas outside the Sand Material Disposal Area or the Jetty Access Maintenance Area, the City shall, in a separate instrument, grant the SCPA access for a period of one (1) year to the area(s) to be revegetated. The SCPA's access

shall be limited to revegetation activities and the monitoring/supplementation of such revegetation measures.

- e. The SCPA shall remove equipment and related personal property from the Property when performing Jetty maintenance on or before the time represented in the Jetty Maintenance Notice. SCPA shall leave the Jetty Access Maintenance Area and the Property in a clean condition, free of rubbish or other debris, in as good or better condition than that as of the date of entry, and freely and safely accessible to the general public for their use and enjoyment. The SCPA shall promptly repair any damage done to the Jetty Access Maintenance Area or the Property by itself, any of its agents or subcontractors, to include the revegetation of any areas outside the Jetty Access Maintenance Area disturbed in the process of constructing and implementing the scope of work. The SCPA shall monitor any revegetated areas for a period of one (1) year, and supplement revegetation during and at the conclusion of the monitoring period if necessary to assure its viability.
- f. The SCPA acknowledges its responsibility for negligent acts of its officials and employees in accordance with S.C. Code Ann. §§ 15-78-10, *et seq.* (the South Carolina Tort Claims Act). The SCPA shall carry and maintain in full force and effect throughout the duration of this Agreement or any extension of it a commercial general liability insurance policy with limits meeting or exceeding the liability caps of the South Carolina Tort Claims Act.
- g. The City makes no representation as to the condition of the Property, the Sand Material Disposal Area or the Jetty Access Maintenance Area. The SCPA agrees to access and accept the Property and the Sand Material Disposal Area and the Jetty Access Maintenance Area in an AS IS, WHERE IS condition at all times during this Agreement and at all times upon entry to the Jetty Access Maintenance Area. Notwithstanding anything in this Agreement, the SCPA is not undertaking or assuming responsibility or maintenance of Morris Island, the Jetty Improvements, or the Berm Improvements other than as specifically stated and set forth in this Agreement.
- h. The SCPA shall not place upon the Property, the Sand Material Disposal Area or the Jetty Access Maintenance Area any hazardous substance or toxic materials, substances or wastes (“Hazardous Materials”) now or hereafter regulated under federal, state and local environmental laws and regulations, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), Public Law No. 96-510, 94 Stat. 2767, 42 USC 7601 *et seq.* and the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), Public Law No. 99-499, 100 Stat. 1613 (collectively, the “Environmental Laws”), and in any and all events SPA shall be solely responsible to the City for any and all damages, fines, liens, suits, liabilities, costs, judgments and expenses (including reasonable

attorneys' fees), that may be incurred by the City, to remediate or otherwise render the Property, the Sand Material Disposal Area and the Jetty Access Maintenance Area compliant with Environmental Laws. In the event the SCPA introduces any Hazardous Materials on the Property, the Sand Material Disposal Area or the Jetty Access Maintenance Area, the SCPA shall diligently undertake the removal or remediation of same to completion so as to render the Property, the Sand Material Disposal Area and the Jetty Access Maintenance Area compliant with Environmental Laws.

- i. Beaches of the Property are or may be used for nesting by Federally listed threatened species of sea turtles. SCPA and/or the Corps under authorized right of entry (see para. 7) will ensure compliance with the following subparagraph i. The restrictions, terms, and conditions applicable to the turtle nesting shall reflect the final results of the Federal endangered species coordination for the Project related to the protection of the sea turtles, and shall be substantively similar and not less stringent in a material manner as the following:

The nesting and hatching season for sea turtles on these beaches is May 1 through October 31. If the construction of Berm Improvements, the disposal of Sand Material or the performance of Jetty maintenance (the "Project Activities") is conducted during this time, a qualified turtle investigator will monitor the nesting activity and relocate nests, if needed.

Monitoring personnel shall traverse the entire area of the Property where Project Activities are being undertaken on a daily basis, prior to 9:00 AM, to locate and remove sea turtle nests to another location on the Property where Project Activities are not being conducted. Work is not permitted on any area of the Property until nest monitoring/relocation is completed. The utmost care will be taken to avoid disturbance of sea turtles and their nests.

If unseasonably warm weather is experienced during the month of April of a given year during the term of this Agreement, then these sea turtle protection requirements must be initiated no later than April 15.

If work is being conducted during the turtle nesting season, nighttime turtle nest monitoring will be implemented in order to minimize potential adverse impacts to this species. The nighttime monitoring for sea turtles shall be conducted by sea turtle observers that have at least a Bachelor of Science degree in Marine Biology or similar fields. In addition, the observers must have at least 2 years of experience in the marine environment. The monitors shall continually monitor the entire area where Project Activities are being conducted. At a minimum, the area where Project Activities are being conducted shall include the Sand Disposal Area and the Jetty Access and Maintenance Area and 1000 feet beyond the end of any discharge pipe, and as far behind the end of any discharge pipe as any active equipment and vehicular traffic other than ATV-type vehicle traffic occurs (including laydown areas, knocking down of scarp lines, pipe movement efforts, etc.);

however, depending on site conditions, the area where Project Activities occur may need to be enlarged. If maintenance/repair work needs to be performed on any pipeline between the Sand Disposal Area or Jetty Access and Maintenance Area and the location where a pipeline emerges from the water at night, then the construction equipment must be escorted by the nighttime monitor to ensure no nesting sea turtles are harmed. Routine monitoring of the integrity of any pipeline, if performed by using an ATV-type vehicle does not require an escort; however the vehicle operator must be instructed and trained to be observant for the presence of sea turtles, including any nesting sea turtles. The nighttime sea turtle monitors shall contact the SCPA (and the Corps if acting under authorized right of entry) immediately if a sea turtle crawls onto the beach. Additionally, all construction activities except discharging from the end of a discharge pipe shall cease within 200 feet of a sea turtle on the beach and shall not recommence until the sea turtle has returned to the ocean. Nighttime personnel will ensure appropriate coordination with daytime monitors.

Nighttime surveys for sea turtles must be conducted from May 1 through September 1 or until completion of the Project Activities (whichever is earliest). Nighttime surveys must be conducted nightly from dusk until dawn. The area where Project Activities are being conducted must be surveyed at 1-hour intervals (since sea turtles require at least 1½ hours to complete nesting, this will ensure that all nesting sea turtles are encountered). A log of nighttime sea turtle monitoring activities shall be kept and a copy submitted weekly to the SCPA (and the Corps if acting under authorized right of entry) on a form approved by the SCPA (and the Corps if acting under authorized right of entry).

5. At the completion of the Sand Material Disposal Area activities, the SCSPA shall erect on the Property, at its sole expense and at a location determined by the City, a marker memorializing the historic significance of the Property. The design of the marker and its wording shall be subject to the approval of the City and Charleston County, and shall recognize the contributions of the City and Charleston County in preserving the Property for the public. The City shall be responsible for maintaining the marker, but the SCSPA shall be responsible for any damage to the marker resulting from maintaining the Jetty on the Property.
6. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) delivered in person to the address set forth below for the party to whom the notice was given; (ii) three (3) business days after having been sent, by certified mail, return receipt requested, addressed to the intended recipient at the address specified below; or (iii) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address specified below. Any notice sent as required by this Section and refused by recipient shall

be deemed delivered as of the date of such refusal. For purposes of this Section, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to CITY:

City of Charleston
Attention: Real Estate Management
2 George Street, Suite 2601
Charleston, SC 29401

with a copy to:

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

If to SCPA:

South Carolina State Ports Authority

176 Concord Street
Charleston, SC 29401
Fax #: (843) 577-8616

with a copy to:

Willoughby & Hoefler, P.A.
Attention: Randy Lowell, SCPA General Counsel
133 River Landing Drive
Charleston, SC 29492

Any counsel designated above or any replacement counsel which may be designated respectively by either party or such counsel by written notice to the other party is hereby authorized to give notices hereunder on behalf of its respective client.

7. Pursuant to this Agreement, a right of entry may only be provided by the SCPA to the Corps with written notice to the City. With regard to the temporary access for the purpose of disposing sand material within the Sand Material Disposal Area, the City understands and acknowledges that the Corps is the contracting authority for the Project and that the Project contractors will undertake the work. The terms of the right of entry will be separately determined by the Corps and the SCSPA consistent with Project real estate requirements. The City shall be entitled to review and comment on the terms of any right of entry issued by the SCSPA under this Agreement. The SCSPA agrees to utilize best efforts to carry out work performed under this Agreement between November 1 through April 30 of a given year, so as to cause as little disruption to the public's use

and enjoyment of the Property. Any work that occurs between the April 1 and October 31 of a given year shall be undertaken in substantial compliance with the terms and conditions of Paragraph 4 (i).

8. The Property was acquired with Charleston County Greenbelt Funds, and is restricted to public recreational use. Notwithstanding anything herein to the contrary, this Agreement is subject to the approval of Charleston County.
9. This Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year as
aforewritten.

WITNESS

South Carolina State Ports Authority

By: _____

Its: _____

City of Charleston

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

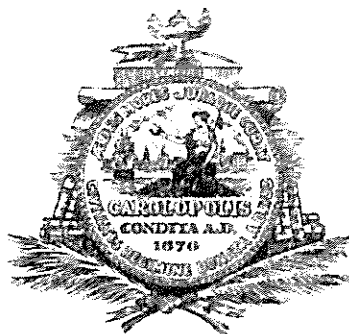
THE foregoing instrument was acknowledged before me on behalf of the the South Carolina State Ports Authority by _____, its _____ this ____ day of _____, 2018.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____
Printed Name of Notary: _____

THE foregoing instrument was acknowledged before me on behalf of the City of Charleston by the Honorable John J. Tecklenburg, Mayor, and attested by _____, Clerk of City Council, this ____ day of _____, 2018.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: _____
Printed Name of Notary: _____

b.)



RESOLUTION

WHEREAS, The City Marina Company (“TMC”) is presently the holder of the tenant’s interest under the provisions of that certain Lease Agreement by and between the City of Charleston and The Beach Co. dated December 14, 1993 (the “Original Lease Agreement”), as assigned by The Beach Co. to Lockwood Marina Company by that certain Assignment of Lease dated January 4, 1994, as assigned by Lockwood Marina Company to The City Marina Company by that certain Assignment of Lease dated February 1, 1994, as amended by that certain First Amendment to Lease of Lockwood Marina dated February 1, 1996, a memorandum of which lease being dated April 4, 1996, and recorded on April 4, 1996, in the Office of the Register of Deeds for Charleston County, South Carolina (the “ROD Office”) in Book N267 at Page 075, as amended by that certain letter agreement dated July 7, 2005, as amended by that certain Addendum to Leases and Parking Management Agreement dated February 28, 1997 (the “Addendum”), and recorded on August 12, 1997, in the ROD Office in Book K288 at Page 059, and as amended by that certain First Amendment to Addendum to Leases and Parking Management Agreement dated July 20, 2005 (the “Amended Addendum”), and recorded on August 30, 2005, in the ROD Office in Book X551 at Page 573 (collectively, the “Lease Agreement”), pursuant to which TMC is leasing from the City that certain property located in the City of Charleston, Charleston County, South Carolina and being more particularly described in the Lease Agreement (the “Leased Premises”);

WHEREAS, the City, as owner, and TMC, as manager, also entered into that certain Parking Management Agreement dated February 1, 1996 (the “Original Parking Management Agreement”), as amended by the Addendum and the Amended Addendum (collectively, the “Parking Management Agreement”);

WHEREAS, the Lease Agreement and the Parking Management Agreement are collectively referred to herein as the “Agreements”;

WHEREAS, TMC desires to assign all of its rights and obligations in, to and under the Agreements to SHM Charleston City Marina, LLC (“SHM”), and SHM desires to accept the assignment of the Agreements, with SHM to serve as the tenant under the Lease Agreement and as the manager under the Parking Management Agreement;

WHEREAS, Section 17.13 of the Lease Agreement provides that, with respect to the assignment contemplated herein, TMC may not assign any right under the Lease Agreement or delegate any duty under the Lease Agreement except with the prior written consent of the City, which the City shall not unreasonably withhold;

WHEREAS, Section 24 of the Parking Management Agreement provides that, with respect to the assignment contemplated herein, TMC may not assign any right or delegate any duty under the Parking Management Agreement except with the prior written consent of the City, which the City shall not unreasonably withhold;

WHEREAS, on September 18, 2018, City Council adopted a resolution (the "First Resolution") authorizing the Mayor to consent on behalf of the City to an assignment of the Agreements from TMC to SHM, but Section 2 of the First Resolution prohibited the Mayor from releasing TMC or SHM from any obligations existing or subsequently arising under the Agreements;

WHEREAS, TMC requests that the First Resolution be amended to include authorization for the Mayor to consent to a release of TMC of all obligations and liabilities under the Agreements arising out of events occurring subsequent to the assignment of the Lease to SHM (collectively, "Post-Assignment Liabilities and Obligations"), provided that SHM expressly agrees to assume all obligations and liabilities of TMC under the Agreements without regard to when the events giving rise to same occur; and

WHEREAS, City Council desires to authorize the Mayor, on behalf of the City, to release TMC of all Post-Assignment Liabilities and Obligations, provided that SHM expressly agrees to assume all obligations and liabilities of TMC under the Agreements without regard to when the events giving rise to same occur.

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

Section 1. City Council hereby authorizes the Mayor, in the Mayor's discretion and without further action by City Council, to consent on behalf of the City to an assignment of the Lease Agreement and Parking Management Agreement from TMC to SHM and to execute all necessary documents to evidence the City's consent thereto; provided, however, Corporation Counsel must first approve any such documents.

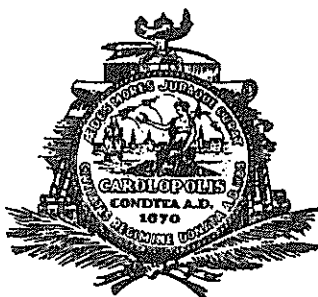
Section 2. Notwithstanding Section 2 of the First Resolution, City Council hereby authorizes the Mayor, in the Mayor's discretion and without further action by City Council, to execute all documents necessary to TMC of all Post-Assignment Obligations and Liabilities, provided that SHM expressly agrees to assume all obligations and liabilities of TMC under the Agreements without regard to when the events giving rise to same occur; and further provided, however, that Corporation Counsel must first approve the final form of the written release and the agreement by SHM to assume all such obligations and liabilities. Additionally, for avoidance of doubt, upon approval by the Mayor and corporation counsel, if requested by TMC or SHM, any such written release may include language acceptable to the Mayor and corporation counsel providing for the City to "look first" to TMC before seeking recourse against SHM with respect to any obligations or liabilities under the Agreements arising out of events occurring prior to the assignment of the Lease to SHM.

Section 3. This resolution shall take effect immediately upon adoption by City Council.

John J. Tecklenburg, Mayor
City of Charleston

Vanessa Turner Maybank
Clerk of Council

c.)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1621 DONNIE LANE (0.54 ACRE) (TMS# 427-00-00-029), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 6. THE PROPERTY IS OWNED BY GREGORY PAYTON & DONNA W. PAYTON.

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 6 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1621 Donnie Lane, (0.54 acre) is identified by the Charleston County Assessors Office as TMS# 427-00-00-029, (see attached map) 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, 2018, in the _____ Year of the Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 1621 Donnie Lane

Presented to Council: 10/9/2018

Status: Received Signed Petition

Owner Names: Gregory Payton & Donna W. Payton

Year Built: 2012

Parcel ID: 4270000029

Number of Units: 1

Number of Persons: 3

Race: African-American

Acreage: 0.54

Mailing Address: 1621 Donnie Ln

Current Land Use: Residential

Address: Charleston, SC 29412

Current Zoning: S-3

Requested Zoning: RR-1

City Area: James Island

Recommended Zoning: RR-1

Subdivision:

Appraised Value: \$194,700.00

Council District: 6

Assessed Value: \$7,780.00

Within UGB: No

Stormwater Fees: 96

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 7
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Privately-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water System	CWS provides water. James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation:

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

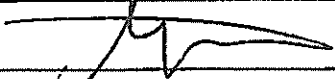
SAID PROPERTY, located on James Island (0.54 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 427-00-00-029 (1621 Donnie Lane).

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

Dated this 19th day of
September, 2018

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE



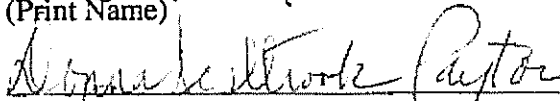
(Signature)

9/24/2018

(Date)

Gregory Payton

(Print Name)



(Signature)

9/24/2018

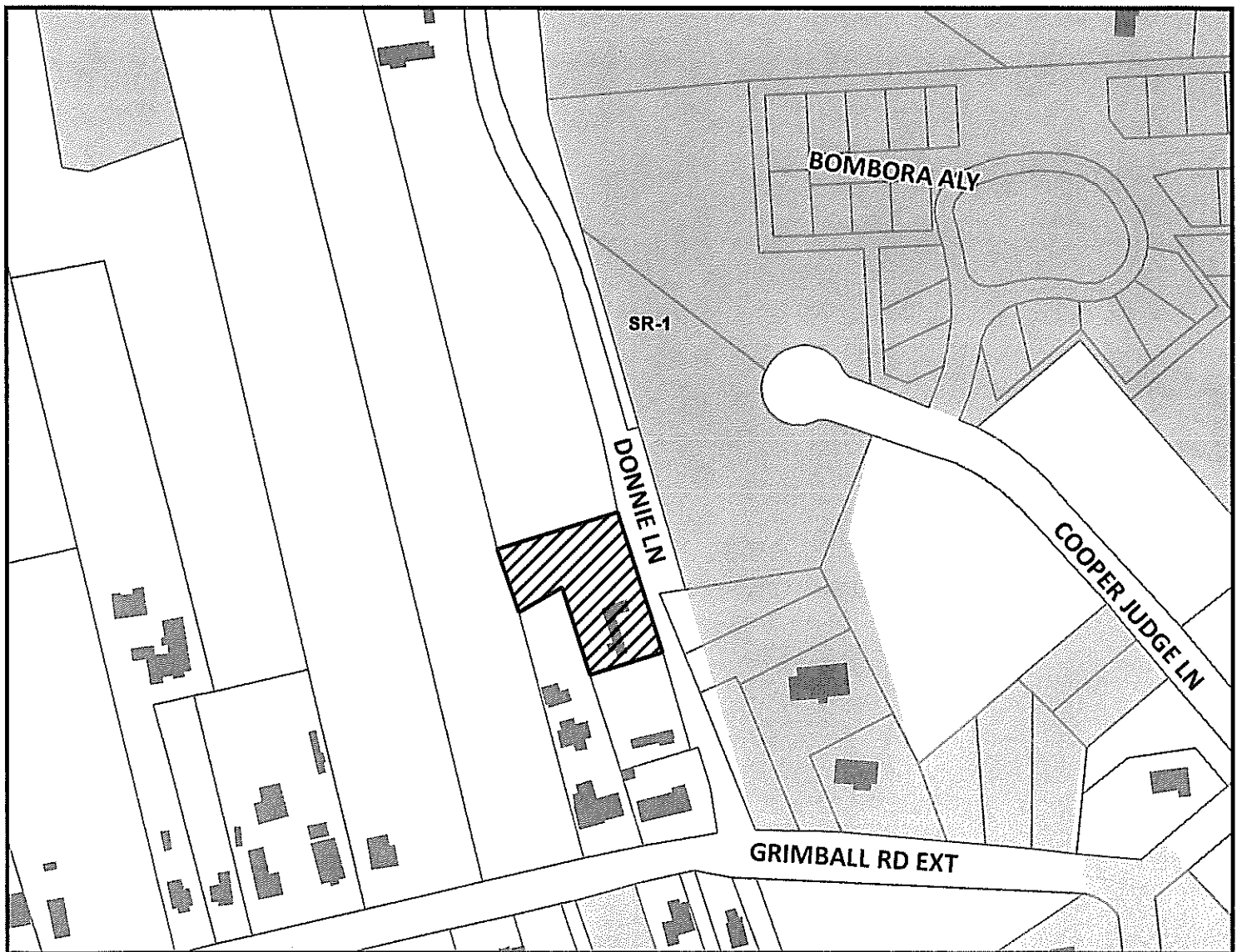
(Date)

Donna W. Payton

(Print Name)

Annexation Map

Location: James Island
Property Address: 1621 Donnie Ln
Tax Map # (TMS): 427000029
Area (Acres): 0.54
Council District: 6



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

Date: 10/1/2018

Legend	
Parcels	Charleston City Limits
Water	Annexation Area



0 50 100 200
Feet