



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 4:00 p.m. Monday, December 3, 2018 at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

**AGENDA**

Invocation – Councilmember Waring

**Approval of Minutes:**

November 27, 2018

- a. Request authorization for the Mayor to execute the SCE&G Easement for an underground electrical line to be placed across the City's property and across property that will be deeded to the City in the future [CRB District, west of Nassau between Lee and Cooper Streets; TMS: 1) 459-05-03-005; 2) 459-05-03-001; 3) 459-05-04-207] The property owners are 1) Edward K. Pritchard, III, 2) City of Charleston, and Charleston Housing Authority.
- b. Executive session in accordance with S.C. Code Section 30-4-70(a)(2) to discuss contractual negotiations involving potential amendments to various agreements between the City of Charleston and RB Charleston, LLC ("RBC"), affecting the property of RBC (Charleston County TMS Nos. 458-01-02-064 and 458-01-02-067) and the City's aquarium parking garage property (Charleston County TMS No. 459-13-04-001).

Upon returning to open session, the Real Estate Committee may take action on matters discussed in Executive Session.

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](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

a.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: December 4, 2018

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: CRB District, west of Nassau between Lee and Cooper Sts.



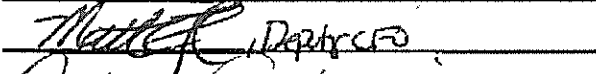
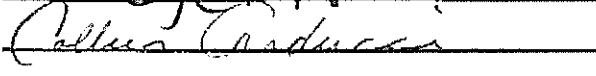
TMS: 1) 459-05-03-005; 2) 459-05-03-001; 3) 459-05-04-207

PROPERTY OWNER: 1) Edward K. Pritchard, III; 2) City of Charleston; 3) Charleston Housing Authority.

**ACTION REQUEST:** Request authorization for the Mayor to execute the SCE&G Easement for an underground electrical line to be placed across the City's property (2 above), and across property that will be deeded to the City in the future (1 above and a portion of 3 above).

**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		<input checked="" type="checkbox"/>
Chief Financial Officer		<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: December 4, 2018

FROM: Colleen Carducci      DEPT: BFRC

ADDRESS: CRB District, west of Nassau between Lee and Cooper Sts.

TMS: 1) 459-05-03-005; 2) 459-05-03-001; 3) 459-05-04-207

PROPERTY OWNER: 1) Edward K. Pritchard, III; 2) City of Charleston; 3) Charleston Housing Authority.

ACTION REQUEST: Request authorization for the Mayor to execute the SCE&G Easement for an underground electrical line to be placed across the City's property (2 above), and across property that will be deeded to the City in the future (1 above and a portion of 3 above).

**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: \_\_\_\_\_

**SALE**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

**NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

**EASEMENT**      Grantor (Property Owner)      Grantee  
1. Edward K. Pritchard;  
2. City of Charleston  
3. Charleston Housing Authority      SCE&G

**PERMANENT**      SCE&G underground easement required by Charleston Housing Authority for the development of their affordable housing project. The easement will affect the above City parcel; the future transfer of parcel 1 to the City will include an easement granted by Edward K. Pritchard; and the future transfer of parcel 3 will include an easement to SCE&G granted by CHA.  
Terms: Additionally, SCE&G will request an encroachment permit from the City for the electrical line crossing the drainage easement.

**COMMERCIAL REAL ESTATE FORM**

**TEMPORARY**

Terms: \_\_\_\_\_

**LEASE**

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

**INITIAL**

Terms: \_\_\_\_\_

**RENEWAL**

Terms: \_\_\_\_\_

**AMENDMENT**

Terms: \_\_\_\_\_

**Improvement of Property**

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

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

Yes  No  N/A

**Results:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

*Colleen Carducci*

**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).

**Easement # 898298**

INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between City of Charleston of the County of Charleston and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of Charleston, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an underground electric line or lines consisting of any or all of the following: conductors, lightning protective wires, cables, conduits, pad mounted transformers, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a lot of land containing 0.06 acres, more or less, and being the same lands conveyed to Grantor by deed of 179 Nassau, LLC, dated or recorded 9/26/2018, and filed in the Register of Deeds office for Charleston County in Deed Book 0749 at Page 302.

The Right of Way is generally shown on South Carolina Electric & Gas Company drawing #D-82987, and is by reference made a part hereof, with the actual final Right of Way to be determined by the facilities as installed in accordance with the easement. A South Carolina Electric & Gas Company drawing, approved by the Grantor, its successors or assigns, will provide authorization for revisions and or future lines.

TMS: 459-05-03-001 Nassau St & Lee St

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

City of Charleston

\_\_\_\_\_  
1<sup>st</sup> Witness

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
2<sup>nd</sup> Witness

**Easement # 898297**

INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Edward K. Pritchard III of the County of Charleston and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of Charleston, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an underground electric line or lines consisting of any or all of the following: conductors, lightning protective wires, cables, conduits, pad mounted transformers, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a lot of land containing 0.04 acres, more or less, and being the same lands conveyed to Grantor by deed of Forfeited Land Commission, dated or recorded 4/18/1995, and filed in the Register of Deeds office for Charleston County in Deed Book M254 at Page 558.

The Right of Way is generally shown on South Carolina Electric & Gas Company drawing #D-82987, and is by reference made a part hereof, with the actual final Right of Way to be determined by the facilities as installed in accordance with the easement. A South Carolina Electric & Gas Company drawing, approved by the Grantor, its successors or assigns, will provide authorization for revisions and or future lines.

TMS: 459-05-03-005 Nassau St & Lee St

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

\_\_\_\_\_  
1<sup>st</sup> Witness

\_\_\_\_\_  
Edward K. Pritchard III

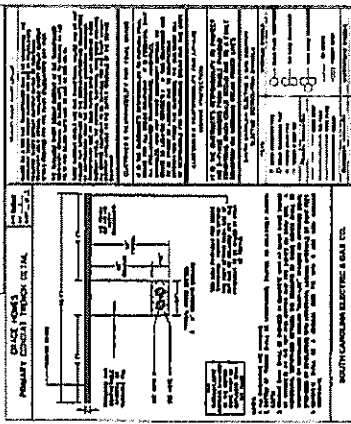
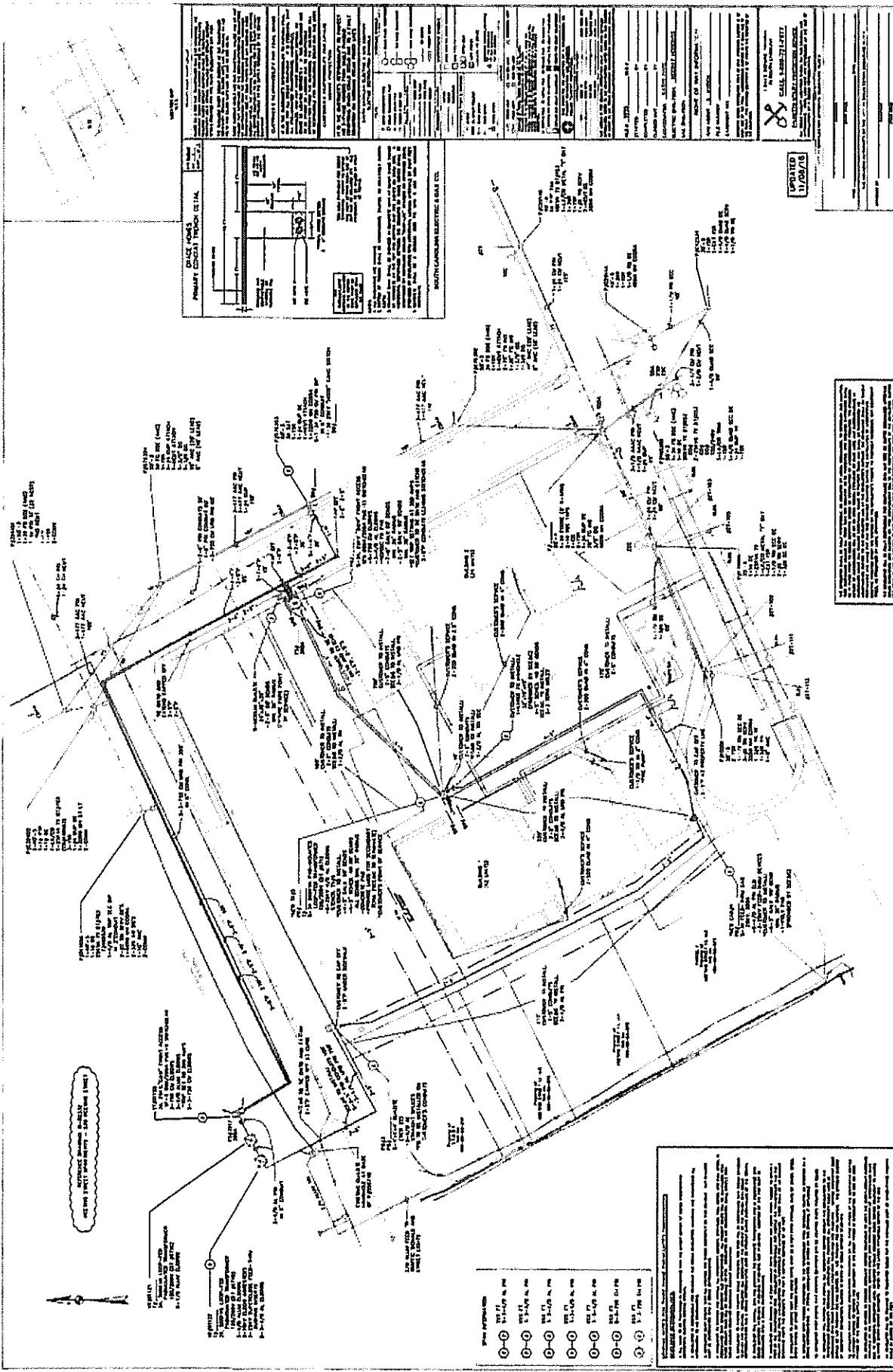
(SEAL)

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2<sup>nd</sup> Witness









SOUTH CAROLINA ELECTRIC & GAS CO.	
Project No.	100-1000
Sheet No.	100-1000-1
Date	10/1/58
Scale	AS SHOWN
Author	J. L. JONES
Checked	J. L. JONES
Approved	J. L. JONES
Project Engineer	J. L. JONES
Project Manager	J. L. JONES
Project Location	...
Project Description	...
Project Status	...
Project Notes	...

SOUTH CAROLINA ELECTRIC & GAS CO.	
Project No.	100-1000
Sheet No.	100-1000-1
Date	10/1/58
Scale	AS SHOWN
Author	J. L. JONES
Checked	J. L. JONES
Approved	J. L. JONES
Project Engineer	J. L. JONES
Project Manager	J. L. JONES
Project Location	...
Project Description	...
Project Status	...
Project Notes	...

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Project No.	100-1000
Sheet No.	100-1000-1
Date	10/1/58
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Author	J. L. JONES
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Project Location	...
Project Description	...
Project Status	...
Project Notes	...

SCANACAD DRAWING - DO NOT REVISE MANUALLY

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PLAN "SAFETY" INTO EVERY JOB

# Easement # 898299

INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Housing Authority of The City of Charleston of the County of Charleston and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of Charleston, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an underground electric line or lines consisting of any or all of the following: conductors, lightning protective wires, cables, conduits, pad mounted transformers, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a lot of land containing 1.46 acres, more or less, and being the same lands conveyed to Grantor by deed of City of Charleston, dated or recorded 7/5/2017, and filed in the Register of Deeds office for Charleston County in Deed Book 0649 at Page 915.

The Right of Way is generally shown on South Carolina Electric & Gas Company drawing #D-82987, and is by reference made a part hereof, with the actual final Right of Way to be determined by the facilities as installed in accordance with the easement. A South Carolina Electric & Gas Company drawing, approved by the Grantor, its successors or assigns, will provide authorization for revisions and or future lines.

TMS: 459-05-04-207 Nassau St & Lee St

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

Housing Authority of The City of Charleston

\_\_\_\_\_  
1<sup>st</sup> Witness

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
2<sup>nd</sup> Witness

