

**WILLIAM S. COGSWELL, JR**  
Mayor

*City of Charleston*  
*South Carolina*

**MANDI HERRING**  
Interim Section Chief –  
Planning, Permitting, and  
Engineering  
**ROBERT SOMERVILLE**  
Section Chief – Public Works

Chair: Keith Waring  
Vice Chair: William Dudley Gregorie  
Members: Boyd Gregg, Michael Seekings, Caroline Parker

**PUBLIC WORKS AND UTILITIES COMMITTEE  
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on December 15, 2025 to begin at 5:00 pm. The following items will be heard via call-in number 1-929-205-6099 and access code 592 385 519:

**A. Invocation**

**B. Approval of Public Works and Utilities Committee Minutes**

November 17, 2025

**C. Request to Set a Public Hearing**

**D. Old Business**

None

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

1. The Crossings at West Ashley – Skye Road (65' R/W)
  - a. Title to Real Estate
  - b. Exclusive Stormwater Drainage Easement Agreement
  - c. Affidavit for Taxable or Exempt Transfers
  - d. Plat
2. Authorization to notify SCDOT that the City intends to accept maintenance of stormwater pipe, inlets, flumes, and junction boxes it is installing on the east side of Orleans Road (S-10-1373) as part of the Dupont Wappoo drainage improvement project.

## **F. Temporary Encroachments Approved by The Department of Development Services (For information only)**

1. **1257 Harriman Lane** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
2. **816 Roddin Street** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
3. **609 Saturn Rocket Street** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
4. **1302 Harriman Lane** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
5. **1258 Harriman Lane** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
6. **1270 Harriman Lane** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
7. **561 Spiral Ramp Road** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
8. **541 Spiral Ramp Road** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
9. **529 Spiral Ramp Road** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
10. **404 Kandinsky Street** – Installing irrigation encroaching into City right of way. This encroachment is temporary.
11. **28 Hasell Street (Brooke & Lou)** – Installing right angle sign encroaching into City right of way. This encroachment is temporary.
12. **541 Spiral Ramp Court** – Installing concrete driveway encroaching into City maintained drainage easement. This encroachment is temporary.
13. **999 Oakcrest Drive** – Installing special finish driveway encroaching into City right of way. This encroachment is temporary.
14. **356 Lantana Drive** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
15. **1810 Bermuda Stone Road** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.

16. **454 Sycamore Shade Street** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
17. **1970 Holliday Street** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
18. **248 Delahow Street** – Installing fence encroaching into City maintained drainage easement.
19. **6107 Fieldstone Circle** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
20. **7 Lavington Road** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
21. **609 Saturn Rocket Street** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.
22. **227 Fairchild Street** – Installing fence encroaching into City maintained drainage easement. This encroachment is temporary.

#### **G. Request for Permanent Encroachments**

1. None

#### **H. Public Service Department Update**

#### **I. Department of Development Services Update**

1. Acceptance of the memorandum of agreement between the City of Charleston and Herbert Street Self Storage, LCC regarding third party stormwater review to allow the applicant to pay for the fees associated with the third-party review.
2. Ordinance to amend Section 27-29 of the City's Code to modify Stormwater Management standards and exemptions for redevelopment.

#### **J. Stormwater Management Department Update**

1. Central Park Drainage Improvements – Approval of Grant Award Acceptance with SCRIA for \$1,500,000 of State Grant Funding with a \$500,000 City Match towards the construction of the project from the project allocation within the Drainage Fund.
2. Cooper Jackson Drainage Project – Approval to apply to the SC Office of Resilience's Disaster Relief Fund for \$5,000,000 of State Grant Funding with no required match. The City funding for the remaining costs of the first phase of the Cooper Jackson Drainage Project is allocated within the Cooper River Bridge TIF.
3. Small Project Allocation Options

## **K. Miscellaneous Business**

### **1. Nonstandard Service Fund Undergrounding - 56 State Street**

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.

[illegible]

## TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CAROLINA BAY PROPERTY OWNERS ASSOCIATION, INC.,

a South Carolina nonprofit corporation ("Grantor") in the state aforesaid, for and in consideration of the sum of TEN AND 00/100 DOLLAR (\$10.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing that certain street, road, drive, and cul-de-sac situate, lying and being in the City of Charleston, County of CHARLESTON, State of South Carolina, identified as SKYE ROAD, containing 0.03 acres, more or less, as shown and designated on a plat entitled "SUBDIVISION PLAT CREATING SKYE ROAD CONTAINING 1.11 ACRES OF RESIDUAL TRACT C OWNED BY ESSEX FARMS, LLC AND SKYE ROAD CONTAINING 0.03 ACRES OF COMMON AREA CAROLINA BAY PROPERTY OWNERS ASSOCIATION, INC" final plat dated 06/15/2018 and last revised on the date thereon by Bowman Consulting Group LTD recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Office of the Register of Deeds for Charleston County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of Centex Homes dated September 15, 2015 and recorded September 22, 2015 in Book 0506 at Page 135 in the ROD Office for Charleston County, South Carolina.

**Grantee's Mailing Address:**

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

Portion of TMS No.: 309-00-00-260

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

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

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

WITNESS our Hand(s) and Seal(s) this 7<sup>th</sup> day of November 2025

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Grantor  
CAROLINA BAY PROPERTY OWNERS  
ASSOCIATION, INC.

[Signature]  
Witness Number One

WALT MARTIN  
Printed Name

Adrienne S Rowlin  
Witness Number Two

Adrienne S Rowlin  
Printed Name

By: [Signature]

Trey King  
Printed Name

Its: Board of Directors Vice President

STATE OF South Carolina )  
COUNTY OF Charleston )

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by  
Trey King on behalf of the Grantor on the 7<sup>th</sup> day of November, 2025. As Board of Directors VP

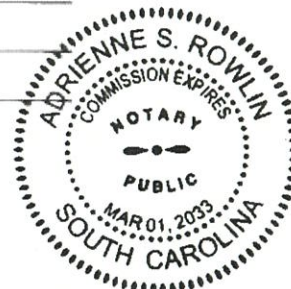
Signature of Notary: Adrienne S Rowlin

Print Name of Notary: Adrienne S Rowlin

Notary Public for South Carolina

My Commission Expires: 3/1/33

SEAL OF NOTARY



STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON ) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by CAROLINA BAY PROPERTY OWNERS ASSOCIATION, INC. to CITY OF CHARLESTON on November 1<sup>st</sup>, 2025
3. Check one of the following: The deed is
  - (A) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): Exemption #1, No Consideration Paid (explanation required) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - (A) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (B) ☐ The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (C) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_
6. The deed recording fee is computed as follows:
  - (A) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (B) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (C) Subtract Line 6(b) from Line 6(a) and place the result here: \_\_\_\_\_



7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is \_\_\_\_\_
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as \_\_\_\_\_
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

*[Signature]*

Responsible Person Connected with the Transaction

*Trey King - Carolina Bay PDA BOD Vice President*

Print or Type Name Here

Sworn this 7<sup>th</sup> day of November 2025  
*Adrienne S Rowlin*  
Notary Public for South Carolina  
My Commission Expires: 3/1, 2033





STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF CHARLESTON        )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that    ESSEX FARMS, LLC,  
a South Carolina limited liability company ("Grantor") in the state aforesaid, for and in consideration of  
the sum of TEN AND 00/100 DOLLAR (\$10.00), being the true consideration to it in hand paid at and  
before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby  
acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell  
and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the  
following described property which is granted, bargained, sold and released for the use of the public  
forever:

All of the property underneath, above, and containing that certain street, road, drive, and cul- de-  
sac situate, lying and being in the City of Charleston, County of CHARLESTON, State of South Carolina,  
identified as SKYE ROAD, containing 1.11 acres, more or less, as shown and designated on a plat entitled  
"SUBDIVISION PLAT CREATING SKYE ROAD CONTAINING 1.11 ACRES OF RESIDUAL TRACT C OWNED  
BY ESSEX FARMS, LLC AND SKYE ROAD CONTAINING 0.03 ACRES OF COMMON AREA CAROLINA BAY  
PROPERTY OWNERS ASSOCIATION, INC" final plat dated 06/15/2018 and last revised on the date thereon by  
Bowman Consulting Group LTD recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Office of the  
Register of Deeds for Charleston County. Said property butting and bounding, measuring and containing,  
and having such courses and distances as are shown on said plat. Reference being had to the aforesaid  
plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Essex Farms, a South Carolina general  
partnership, by Deed of Dorothy McLeod Rhodes dated July 19, 1974, recorded in the RMC Office for  
Charleston County on in Book Y-104, at Page 296; said partnership having thereafter converted to a South  
Carolina limited liability company now known as Essex Farms, LLC, a South Carolina limited liability company,  
as more particularly set forth in that certain Memorandum of Conversion dated January 7, 1998, recorded in the  
RMC Office for Charleston County on February 4, 1998, in Book W-296, at Page 728.

Grantee's Mailing Address:

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

Portion of TMS No.: 309-00-00-003

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

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

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

WITNESS our Hand(s) and Seal(s) this 4 day of November 2025

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Grantor  
ESSEX FARMS, LLC

W. McLeod Rhodes  
Witness Number One

By: Margaret Rhodes

W. McLeod Rhodes  
Printed Name

Margaret Rhodes  
Printed Name

Lisa D. Smith  
Witness Number Two

Its: Manager

Lisa D. Smith  
Printed Name

\*\*\*\*\*  
\*

STATE OF S. C.  
COUNTY OF Charleston

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by  
Margaret Rhodes As Manager  
on behalf of the Grantor on the 4th day of November, 2025.

✓ Signature of Notary: Lisa D. Smith  
✓ Print Name of Notary: Lisa D. Smith  
✓ Notary Public for South Carolina  
✓ My Commission Expires: 03/28/2028

SEAL OF NOTARY

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON        )

**EXCLUSIVE STORMWATER  
DRAINAGE EASEMENTS AGREEMENT  
(CITY OF CHARLESTON)**

This Exclusive Stormwater Drainage Easements Agreement (this “Agreement”) is made and entered into on the Effective Date (as hereinafter defined), by and between WEST ASHLEY IL-AL INVESTORS LLC, a Virginia limited liability company (“Grantor”) and the CITY OF CHARLESTON (“Grantee” or “City”).

**RECITALS**

WHEREAS, subject to the City’s ordinances and the Warranty Bond Agreement (the “Bond Agreement”) executed by the parties simultaneously herewith, the City desires to install, expand, and/or maintain stormwater drainage facilities and appurtenances (the “Stormwater System”) over, under, across, and through Grantor’s property described in Exhibit A, with said Stormwater System to encumber a portion of Grantor’s property (the “Easement Areas”) being more particularly described and identified in Exhibit B and shown on the plat referenced therein (the “Plat”), which Exhibit B is attached hereto and incorporated herein by reference;

WHEREAS, to accomplish the objectives of the City, the City must obtain certain easements from Grantor permitting the City to install, expand, and/or maintain the Stormwater System over, under, across, and through the Easement Areas; and

WHEREAS, Grantor desires to cooperate with the City and to grant unto the City a permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Stormwater System.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived to the Grantor’s property from the Stormwater System, the receipt and sufficiency of which the parties acknowledge, the parties hereby covenant and agree as follows:

1.     Recitals. The aforesaid recitals and exhibits are incorporated by reference into this Agreement, as if fully restated verbatim.
2.     Drainage Easements. Subject to the terms and conditions of this Agreement, the City’s ordinances, and the Bond Agreement, Grantor has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release, and convey to the City permanent, irrevocable, and exclusive stormwater drainage easements (the “Drainage Easements”) on, over, under, in, along, across, and upon the Easement Areas.
3.     Access. The City shall at all times have a nonexclusive easement for access, ingress, and egress to the Easement Areas pursuant to the “New Variable Width Access Easement” depicted on the Plat for purposes of periodic inspection, maintenance, repair, improvement, and replacement of the Stormwater System.

4. Governmental Nature. The Drainage Easements shall be governmental and commercial in nature. As such, the Drainage Easements shall run with title to the Easement Areas.

5. Destruction. The City shall have the right to permanently remove any structures, including, but not limited to, sheds, gazebos, and fences, located within the confines of the Easement Areas and Grantor understands and agrees that City has no obligation to repair, replace, relocate or compensate Grantor for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement Areas and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantor also agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement Areas during the conduct of the City's allowable activities as described above.

6. Encroachment Agreement. Any existing encroachments within the Easement Areas, as shown on the Plat referenced in Exhibit B, shall be considered as permissible encroachments. Future encroachments into the Easement Areas, including but not limited to any expansion or enlargement of existing encroachments into the Easement Areas, shall require an encroachment permit from the City in accordance with the City's standard rules and procedures governing encroachments. Grantor, Grantor's successors-in-title, and Grantor's assigns shall not construct any building or structure, or pave, or install any improvements of any kind, over, under, or within the Easement Areas without an encroachment agreement from the City, in compliance with the laws and procedures in effect at the time of the application for the encroachment agreement. The City's issuance of a building permit, zoning permit, development permit, or other permit or approval shall not eliminate the necessity for obtaining an encroachment agreement with respect to the construction of any building or structure, or paving, or the installation of any improvements of any kind, over, under or within the Easement Areas.

7. Title. Grantor hereby represents and warrants as follows: (1) Grantor holds fee simple title to the Property; and (2)(a) there are no mortgages, liens, judgments, easements, restrictions, covenants, leases, licenses, lis pendens or other instruments (collectively, "Instruments" and, individually, an "Instrument") prohibiting or limiting Grantor's ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantor's ability to enter into this Agreement, that Grantor has obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantor to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantor agrees to defend, indemnify, and hold the City harmless from and against any and all claims, actions, liens, demands, expenses, and/or judgments arising from or in any way related to such Instruments or the failure of Grantor to comply with the terms of any and all such Instruments

8. No Third Party Rights. This Agreement does not create any rights enforceable by the general public or others who are not parties to this Agreement, and this Agreement shall not be construed to alter, limit, amend, abrogate, or eliminate any existing rights enforceable by the general public or others against the City and/or Grantor under applicable laws.

9. Entire Understanding. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to the subject hereof; provided, however, unless

specifically stated in this Agreement, this Agreement shall not supersede or amend any deeds to the City or any other governmental entity, previous easements granted to the City or other governmental entity, Covenants for Permanent Maintenance of Stormwater Facilities executed in favor of the City or other governmental entity, or other documents required as part of the City's dedication process for public infrastructure improvements, including but not limited to performance bond agreements, warranty bond agreements, or similar documents. Without limiting the foregoing, this Agreement shall not supersede or amend the Bond Agreement.

10. Amendment. This Agreement may be amended only by a written instrument approved by City Council and 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. Notwithstanding the foregoing, only City Council shall have the ability to amend, modify, or repeal this Agreement on behalf of the City.

11. Miscellaneous. Grantor's signature to this Agreement shall not constitute an irrevocable offer to dedicate the Easement to the City. This Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Pursuant to Sec. 27-18 of the Code of Ordinances of the City of Charleston, the City's Director of Stormwater Management is authorized to execute this Agreement; provided, however, the Director's consent and execution of this Agreement shall not bind the City unless and until the Easement is accepted by the City Council of Charleston.

13. Effective Date. Upon approval and recording of a final plat showing the Drainage Easements (the "Plat"), this Agreement constitutes Grantor's irrevocable offer to dedicate the Drainage Easements to the City. As to the City, the date of this Agreement (the "Effective Date") will be the date this Agreement is signed by the City after approval by City Council (as indicated by the date associated with the City's signature). Without limiting the foregoing, Grantor's offer to dedicate the Drainage Easements to the City may not be revoked until City Council accepts or denies the offer.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges above described unto the Grantee, its successors and assigns forever. And Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular these easement rights and privileges unto the Grantee, its successors and assigns, against Grantor and Grantor's successors and assigns, and against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, Grantor has set Grantor's Hand and Seal on the day and year set forth below its signature.

WITNESSES:

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

Witness #1

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

Witness #2

GRANTOR:

WEST ASHLEY IL-AL INVESTORS LLC,  
a Virginia limited liability company

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

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_, of West Ashley IL-AL Investors LLC, a Virginia limited liability company, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

Print Name of Notary: \_\_\_\_\_

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**





**JOINDER AND CONSENT**

The undersigned Protective Life Insurance Company, a Nebraska corporation (formerly a Tennessee corporation), as holder of a first mortgage upon Grantor's property, joins herein for the purpose of consenting to this Agreement and agrees that it will not disturb the easements granted herein.

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness #1

PROTECTIVE LIFE INSURANCE COMPANY,  
a Nebraska corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness #2

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_, of Protective Life Insurance Company, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature: \_\_\_\_\_  
Print Name of Notary: \_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

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## **EXHIBIT A**

### **[LEGAL DESCRIPTION OF GRANTOR PROPERTY]**

ALL of that certain piece, parcel and tract of land, situate lying and being in the City of Charleston, Charleston County, containing 6.08 acres, more or less, and shown and designated as "PARCEL 1" on a plat entitled "SUBDIVISION PLAT CREATING PARCEL 1 CONTAINING 6.08 ACRES OF RESIDUAL TRACT C OWNED BY ESSEX FARMS, LLC, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Nancy Frasure Schwacke of Bowman Consulting Group Ltd., (SCPLS No. 26955), dated April 11, 2016, last revised on the date shown thereon and recorded on April 13, 2016, under Book L16 at Page 0170 in the ROD Office for Charleston County, South Carolina. Said pieces, parcels, lots, or tracts of land having such size, shape, dimensions, buttings and boundings as will by reference to the said plat more fully appear.

TMS No. 309-00-00-470

This being the same property conveyed to WEST ASHLEY IL-AL INVESTORS, LLC, a Virginia limited liability company, by deed of ESSEX FARMS, LLC, a South Carolina limited liability company, dated June 1, 2016 and recorded in the Charleston County Register of Deeds Office in Book 0557 at Page 966 on June 2, 2016.

## **EXHIBIT B**

### **[DESCRIPTION OF EASEMENT AREAS]**

All those certain drainage easements of various widths being shown and labeled “CCDE,” “COC DE,” or otherwise designated as City of Charleston drainage easements, on that certain plat entitled, “SUBDIVISION PLAT CREATING SKYE ROAD CONTAINING 1.11 ACRES OF RESIDUAL TRACT C OWNED BY ESSEX FARMS, LLC AND SKYE ROAD CONTAINING 0.03 ACRES OF COMMON AREA, CAROLINA BAY PROPERTY OWNERS ASSOCIATION, INC, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA,” prepared by N. Deedee Fraser of Bowman Consulting Group LTD (SCPLS No. 26955), dated June 5, 2018, last revised on the date shown thereon, and recorded on \_\_\_\_\_, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the Register of Deeds Office for Charleston County, South Carolina, said drainage easements butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat, reference to which is made for a more complete and accurate legal description.

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON ) AFFIDAVIT FORTAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by ESSEX FARMS, LLC to CITY OF CHARLESTON on \_\_\_\_\_
3. Check one of the following: The deed is
  - (A) \_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) \_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C) X exempt from the deed recording fee because (See Information section of affidavit): Exemption #1, No Consideration Paid (explanation required) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - (A) \_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (B) \_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (C) \_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5. Check YES or NO\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_
6. The deed recording fee is computed as follows:
  - (A) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (B) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (C) Subtract Line 6(b) from Line 6(a) and place the result here: \_\_\_\_\_

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is \_\_\_\_\_
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as \_\_\_\_\_
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

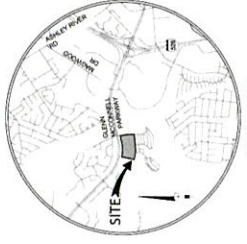
\_\_\_\_\_  
Responsible Person Connected with the Transaction

\_\_\_\_\_  
Print or Type Name Here

Sworn this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public for  
My Commission Expires: \_\_\_\_\_, 20 \_\_\_\_\_

E1(a).



VICINITY MAP  
SCALE 1" = 500'

NOTES:

1. THE PROPERTY SHOWN HEREIN IS LOCATED IN THE CITY OF CHARLESTON, SOUTH CAROLINA AS PER THE RECORDS.
2. THE RECORD DRAWING IS A COMPILED REPRESENTATION OF THE CONSTRUCTED PROJECT.
3. THE RECORD SURVEY INFORMATION IS BASED ON FIELD SURVEY INFORMATION PROVIDED BY THE CONTRACTOR.
4. THE RECORD DRAWING IS BELIEVED TO BE CORRECT TO THE BEST OF THE PROFESSIONAL KNOWLEDGE.
5. THE RECORD DRAWING IS BELIEVED TO BE CORRECT TO THE BEST OF THE PROFESSIONAL KNOWLEDGE.
6. HORIZONTAL DATA SHOWN HEREIN IS BASED ON SOUTH CAROLINA STATE PLAT MAP INFORMATION.
7. BACKGROUND INFORMATION SHOWN HEREIN IS FOR INFORMATIONAL PURPOSES ONLY.
8. CONTOUR INTERVAL OF 1 FOOT.
9. ALL RCP BENTHAT PAVEMENT IS 15" CLASS R TYPE.
10. MANAGEMENT TO PIPE INVERT PROVIDED BY CONTRACTOR.
11. POND VEGETATIVE COVER IS 10% GRASS.

CONSTRUCTION NOTES:

1. MATERIALS USED:
  - a. 18" RCP
  - b. 24" RCP
  - c. 30" RCP
  - d. 36" RCP
  - e. 42" RCP
  - f. 48" RCP
  - g. 54" RCP
  - h. 60" RCP
  - i. 66" RCP
  - j. 72" RCP
  - k. 78" RCP
  - l. 84" RCP
  - m. 90" RCP
  - n. 96" RCP
  - o. 102" RCP
  - p. 108" RCP
  - q. 114" RCP
  - r. 120" RCP
  - s. 126" RCP
  - t. 132" RCP
  - u. 138" RCP
  - v. 144" RCP
  - w. 150" RCP
  - x. 156" RCP
  - y. 162" RCP
  - z. 168" RCP
  - aa. 174" RCP
  - ab. 180" RCP
  - ac. 186" RCP
  - ad. 192" RCP
  - ae. 198" RCP
  - af. 204" RCP
  - ag. 210" RCP
  - ah. 216" RCP
  - ai. 222" RCP
  - aj. 228" RCP
  - ak. 234" RCP
  - al. 240" RCP
  - am. 246" RCP
  - an. 252" RCP
  - ao. 258" RCP
  - ap. 264" RCP
  - aq. 270" RCP
  - ar. 276" RCP
  - as. 282" RCP
  - at. 288" RCP
  - au. 294" RCP
  - av. 300" RCP
  - aw. 306" RCP
  - ax. 312" RCP
  - ay. 318" RCP
  - az. 324" RCP
  - ba. 330" RCP
  - bb. 336" RCP
  - bc. 342" RCP
  - bd. 348" RCP
  - be. 354" RCP
  - bf. 360" RCP
  - bg. 366" RCP
  - bh. 372" RCP
  - bi. 378" RCP
  - bj. 384" RCP
  - bk. 390" RCP
  - bl. 396" RCP
  - bm. 402" RCP
  - bn. 408" RCP
  - bo. 414" RCP
  - bp. 420" RCP
  - bq. 426" RCP
  - br. 432" RCP
  - bs. 438" RCP
  - bt. 444" RCP
  - bu. 450" RCP
  - bv. 456" RCP
  - bw. 462" RCP
  - bx. 468" RCP
  - by. 474" RCP
  - bz. 480" RCP
  - ca. 486" RCP
  - cb. 492" RCP
  - cc. 498" RCP
  - cd. 504" RCP
  - ce. 510" RCP
  - cf. 516" RCP
  - cg. 522" RCP
  - ch. 528" RCP
  - ci. 534" RCP
  - cj. 540" RCP
  - ck. 546" RCP
  - cl. 552" RCP
  - cm. 558" RCP
  - cn. 564" RCP
  - co. 570" RCP
  - cp. 576" RCP
  - cq. 582" RCP
  - cr. 588" RCP
  - cs. 594" RCP
  - ct. 600" RCP
  - cu. 606" RCP
  - cv. 612" RCP
  - cw. 618" RCP
  - cx. 624" RCP
  - cy. 630" RCP
  - cz. 636" RCP
  - da. 642" RCP
  - db. 648" RCP
  - dc. 654" RCP
  - dd. 660" RCP
  - de. 666" RCP
  - df. 672" RCP
  - dg. 678" RCP
  - dh. 684" RCP
  - di. 690" RCP
  - dj. 696" RCP
  - dk. 702" RCP
  - dl. 708" RCP
  - dm. 714" RCP
  - dn. 720" RCP
  - do. 726" RCP
  - dp. 732" RCP
  - dq. 738" RCP
  - dr. 744" RCP
  - ds. 750" RCP
  - dt. 756" RCP
  - du. 762" RCP
  - dv. 768" RCP
  - dw. 774" RCP
  - dx. 780" RCP
  - dy. 786" RCP
  - dz. 792" RCP
  - ea. 798" RCP
  - eb. 804" RCP
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  - eq. 894" RCP
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  - fa. 954" RCP
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  - fd. 972" RCP
  - fe. 978" RCP
  - ff. 984" RCP
  - fg. 990" RCP
  - fh. 996" RCP
  - fi. 1002" RCP
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  - fs. 1062" RCP
  - ft. 1068" RCP
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  - hv. 1380" RCP
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  - ip. 1500" RCP
  - iq. 1506" RCP
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  - iu. 1530" RCP
  - iv. 1536" RCP
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  - ks. 1812" RCP
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  - ui. 3270" RCP
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  - us. 3330" RCP
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  - wp. 3612" RCP
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  - ws. 3630" RCP
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  - wu. 3642" RCP
  - wv. 3648" RCP
  - ww. 3654" RCP
  - wx. 3660" RCP
  - wy. 3666" RCP
  - wz. 3672" RCP
  - xa. 3678" RCP
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  - xe. 3702" RCP
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  - xm. 3750" RCP
  - xn. 3756" RCP
  - xo. 3762" RCP
  - xp. 3768" RCP
  - xq. 3774" RCP
  - xr. 3780" RCP
  - xs. 3786" RCP
  - xt. 3792" RCP
  - xu. 3798" RCP
  - xv. 3804" RCP
  - xw. 3810" RCP
  - xx. 3816" RCP
  - xy. 3822" RCP
  - xz. 3828" RCP
  - ya. 3834" RCP
  - yb. 3840" RCP
  - yc. 3846" RCP
  - yd. 3852" RCP
  - ye. 3858" RCP
  - yf. 3864" RCP
  - yg. 3870" RCP
  - yh. 3876" RCP
  - yi. 3882" RCP
  - yj. 3888" RCP
  - yk. 3894" RCP
  - yl. 3900" RCP
  - yo. 3906" RCP
  - yp. 3912" RCP
  - yq. 3918" RCP
  - yr. 3924" RCP
  - ys. 3930" RCP
  - yt. 3936" RCP
  - yu. 3942" RCP
  - yv. 3948" RCP
  - yw. 3954" RCP
  - yx. 3960" RCP
  - yy. 3966" RCP
  - yz. 3972" RCP
  - za. 3978" RCP
  - zb. 3984" RCP
  - zc. 3990" RCP
  - zd. 3996" RCP
  - ze. 4002" RCP
  - zf. 4008" RCP
  - zg. 4014" RCP
  - zh. 4020" RCP
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  - zj. 4032" RCP
  - zk. 4038" RCP
  - zl. 4044" RCP
  - zm. 4050" RCP
  - zn. 4056" RCP
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  - zp. 4068" RCP
  - zq. 4074" RCP
  - zr. 4080" RCP
  - zs. 4086" RCP
  - zt. 4092" RCP
  - zu. 4098" RCP
  - zv. 4104" RCP
  - zw. 4110" RCP
  - zx. 4116" RCP
  - zy. 4122" RCP
  - zz. 4128" RCP

ENGINEER:

WEST ASHLEY & ASSOCIATES, LLC  
CHARLESTON, SOUTH CAROLINA  
PROJECT NO. 2004-00-001

OWNER/DEVELOPER:

WEST ASHLEY & ASSOCIATES, LLC  
CHARLESTON, SOUTH CAROLINA  
PROJECT NO. 2004-00-001

DATE:

JULY 15, 2010

SCALE:

1" = 40'

PROJECT NO.:

2004-00-001

DATE:

JULY 15, 2010

SCALE:

1" = 40'

PROJECT NO.:

2004-00-001

DATE:

JULY 15, 2010

SCALE:

1" = 40'

PROJECT NO.:

2004-00-001

DATE:

JULY 15, 2010

SCALE:

1" = 40'

PROJECT NO.:

2004-00-001

DATE:

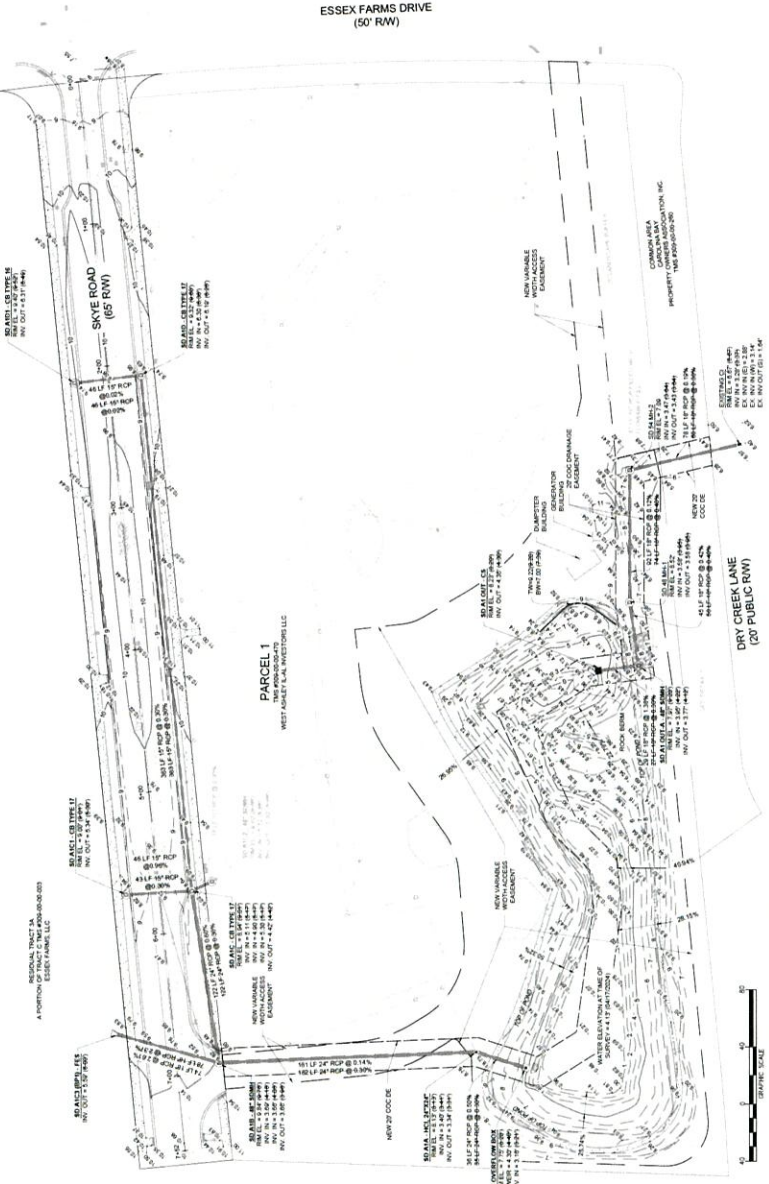
JULY 15, 2010

SCALE:

1" = 40'

PROJECT NO.:

2004-00-001





SURVEYORS STATEMENT

THE DIMENSIONS SHOWN ON THE RECORD DRAWING WERE OBTAINED USING GOOD SURVEYING PRACTICES AND ARE IN SUBSTANTIAL ACCORDANCE WITH THE DIMENSIONS SHOWN ON THE RECORD DRAWING. THE DIMENSIONS OF THE PROPERTY ARE AS SHOWN ON THE RECORD DRAWING. THE DIMENSIONS OF THE PROPERTY ARE AS SHOWN ON THE RECORD DRAWING. THE DIMENSIONS OF THE PROPERTY ARE AS SHOWN ON THE RECORD DRAWING.

DATE: 10/10/2011

BY: [Signature]

NOTED: [Signature]

REMARKS: [Signature]

DATE: 10/10/2011

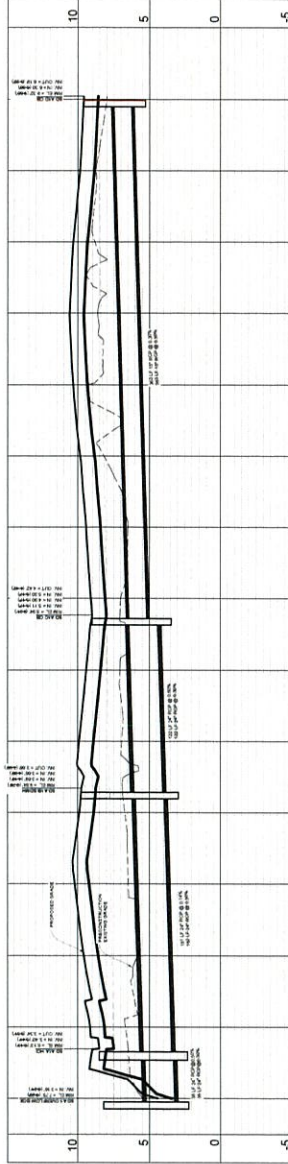
BY: [Signature]

NOTED: [Signature]

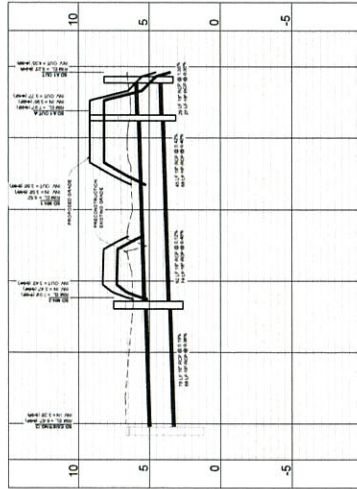
REMARKS: [Signature]

ADDITIONAL MAIL

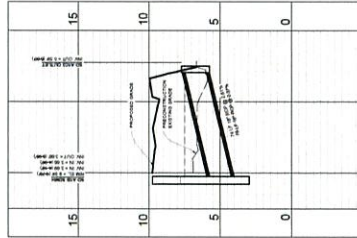




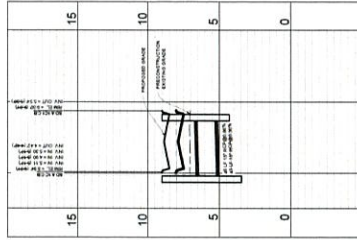
STORM - A1 (1) PROFILE VIEW  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



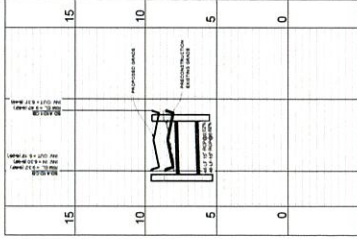
STORM - A1 OUT (1) PROFILE VIEW  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



STORM - A1B (1) PROFILE VIEW  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



STORM - A1C (1) PROFILE VIEW  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



STORM - A1D (1) PROFILE VIEW  
HORIZONTAL SCALE: 1"=40'  
VERTICAL SCALE: 1"=4'



NOT SHOWING MH-1 ADDITION

STORM RECORD DRAINAGE  
SKYE ROAD AND DRAINAGE  
THE CROSSINGS AT WEST ASHLEY  
TMS #309-00-003 & 309-00-470  
CITY OF CHARLESTON  
CHARLESTON COUNTY, SOUTH CAROLINA

DATE: JULY 9, 2018

<b>Bowman</b>	
DESIGNED BY: J. BOWMAN	CHECKED BY: J. BOWMAN
DRAWN BY: J. BOWMAN	DATE: JULY 9, 2018
PROJECT: STORM RECORD DRAINAGE	
SHEET: 3 OF 3	

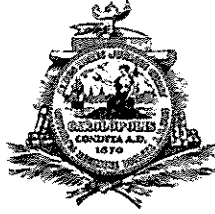
**DRAFT**

THESE DRAWINGS ARE THE PROPERTY OF BOWMAN ENGINEERING, INC. AND ARE NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF BOWMAN ENGINEERING, INC. ANY REPRODUCTION OR USE OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF BOWMAN ENGINEERING, INC. IS STRICTLY PROHIBITED.

**ADVANCED COPY**

ENGINEER'S STATEMENT  
I HEREBY STATE AND AFFIRM THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF SOUTH CAROLINA AND THAT I HAVE PREPARED THESE DRAWINGS IN ACCORDANCE WITH THE STANDARDS, SPECIFICATIONS AND REGULATIONS OF THE PROFESSIONAL ENGINEERING BOARD OF SOUTH CAROLINA.





WILLIAM S. COGSWELL, JR.  
Mayor

*City of Charleston*  
*South Carolina*  
*Department of Stormwater Management*

MATTHEW FOUNTAIN, PE, PG  
Director

October 24, 2025

JuLeigh Fleming, PE  
District Permit Engineer  
South Carolina Department of Transportation  
6355 Fain Street, North Charleston, SC 29406

Re: City of Charleston Maintenance Agreement – Dupont-Wappoo Drainage Improvements Project

Dear Ms. Fleming:

On behalf of the City of Charleston, this letter serves as formal confirmation that the City agrees to assume full maintenance responsibility for the ongoing maintenance of all stormwater infrastructure in conjunction with the “Infrastructure Improvements for Project Area #1 in the Dupont-Wappoo Watershed” project. The work will be constructed in accordance with applicable SCDOT standard specifications and will be completed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these improvements in compliance with current SCDOT standards. This commitment includes the following stormwater infrastructure components located on the east of the Orleans Road (S-10-1373) right-of-way, as shown on the approved construction plans:

1. Type 16 Curb Inlet, typ. of 1
2. Standard Type 9 Junction Box, typ. of 6
3. Modified Type 9 Junction Box (ditch installation) and concrete sidewalk flume, typ. of 4
4. 24” inlet, typ. of 5
5. 6’x10’ Junction Box, typ. of 1
6. Approximately 435 LF of 24” RCP pipe
7. Approximately 530 LF of 18” RCP pipe

Should you have any questions or require further documentation, please do not hesitate to contact our office.

Sincerely,

Matthew Fountain, PE PG  
City of Charleston, Director of Stormwater Management

# COMMITTEE / COUNCIL AGENDA

I1.)

TO: William S. Cogswell Jr., Mayor  
FROM: Ron Bucci DEPT. Development Services  
SUBJECT: MOA REGARDING THIRD PARTY STORMWATER REVIEW  
REQUEST: Acceptance of the memorandum of agreement between the City of Charleston and Herbert Street Self Storage, LCC regarding third party stormwater review to allow the applicant to pay for the fees associated with the third-party review  
COMMITTEE OF COUNCIL: PW&U/Council DATE: December 15, 2025

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Julia Copeland	<input type="checkbox"/>
Director of Dev. Serv.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

**Does this document need to be recorded at the RMC's Office?** Yes ☐ No ☒

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

**Expedite to the December 16<sup>th</sup> Council Agenda for reporting due to need to process invoices in December.**

CFO's Signature:

**FISCAL IMPACT:**

There is no adverse fiscal impact to the City. The City will be recouping the costs associated with the third party stormwater review of the Herbert Street Self Storage project from the applicant.

Mayor's Signature: William S. Cogswell, Jr., Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CHARLESTON AND  
HERBERT STREET SELF STORAGE, LLC REGARDING THIRD PARTY  
STORMWATER REVIEW**

THIS MEMORANDUM OF AGREEMENT (the "MOA") is entered into as of the 7 day of ~~October~~, 2025, by and between the CITY OF CHARLESTON (the "City") and HERBERT STREET SELF STORAGE, LLC, a South Carolina limited liability company ("Self Storage").

WHEREAS, Self Storage plans to purchase the property located at 2035 Herbert Street, bearing TMS#: 459-00-00-009, from the South Carolina Department of Commerce Division of Public Railways (the "Property");

WHEREAS, in connection with its planned development and use of the Property (the "Project"), Self Storage must provide its stormwater modeling plan to the City's Technical Review Committee for consideration;

WHEREAS, the City has determined the Project presents certain complexities that are appropriate for review by the City's third-party stormwater contractors;

WHEREAS, Self Storage has agreed to reimburse the City for the extra costs associated with the review of the stormwater modeling plan for the Project.

NOW, THEREFORE, in consideration of the covenants and mutual undertakings made herein, the City and Self Storage agree as follows:

**1. Scope of Project.** During the term of the Project, the City and Self Storage agree to the following:

(a) Self Storage will provide stormwater modeling data, drawings and plans for the Property to the City.

(b) The City's third-party reviewer will keep an accounting of the time committed to review of the Property and will submit a monthly invoice for the work performed to the City, the payment for which shall be Self Storage's sole responsibility.

(c) The City will, in turn, forward the invoice for the work performed by the third-party reviewer to Self Storage for payment within fifteen days of receipt from the City.

**4. Termination.** If either party to this MOA fails to comply with the terms of this MOA, the non-breaching party shall notify the other party in writing setting forth specifically the non-compliance. Both parties reserve the right to terminate this MOA by written notice to the breaching party if the non-compliance is not corrected within thirty (30) days after receipt of written notice. Both parties agree that they shall not be entitled to any costs or monetary damages resulting from a termination or default.

**5. Notices.** All notices, consents and other communications under this MOA shall be in writing and shall be deemed to have been duly given when (i) delivered by hand with signed delivery receipt requested, or (ii) received by the addressee, if sent by U.S. Mail or Express Mail, Federal Express or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate as to itself by notice to the other):

If to the City: City of Charleston  
Planning, Permitting and Engineering  
2 George Street  
Charleston, South Carolina 29401

With a copy to: Office of Corporation Counsel  
50 Broad Street  
Charleston, South Carolina 29401  
Attn: Deputy Corporation Counsel

If to Self Storage: Ryan Hyler  
1276 Assembly St  
Columbia SC 29201  
RYAN@STYXCOMPANIES.COM

With a copy to: Nelson Mullins  
151 Meeting Street, Suite 600  
Charleston, South Carolina 29401  
Attn: Lindsay S. Van Slambrook, Esq.

**6. No Partnership.** Nothing herein shall be deemed to create any partnership or joint venture between the parties hereto.

**7. Entire Agreement.** This MOA embodies the entire agreement and understanding among the parties hereto relating to the obligations of the parties hereunder and supersedes all prior agreements and understandings among them, whether written or oral, with respect thereto.

**8. Amendments.** This MOA may be amended only in writing, in whole or in part, at any time only by the approval of the City and Charleston Place. No provision of this MOA may be waived except by a writing signed by both parties.

**9. Applicable Law.** This MOA shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina.

**10. Severability.** If any provision of this MOA is held to be invalid, as applied to any fact or circumstance, such invalidity shall not affect the validity of any other provision hereof or the validity of such provision as applied to any other fact or circumstance.

**11. Headings.** Section headings are for convenience of reference only and shall in no way affect the interpretation of this MOA.

**12. Binding Effect/Successors and Assigns.** The provisions of this MOA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**13. Multiple Counterparts.** This MOA may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this MOA by signing any such counterpart.

*[Signatures appear on following pages.]*

IN WITNESS WHEREOF, the City has affixed their hand and seal, by and through the undersigned agent, as of the day and year first written above:

**CITY OF CHARLESTON:**

\_\_\_\_\_  
Witness


\_\_\_\_\_  
Witness

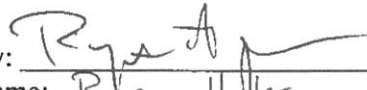
*[Signatures continue on following page.]*




IN WITNESS WHEREOF, Herbert Street Self Storage, LLC has affixed their hand and seal, by and through the undersigned agent, as of the day and year first written above:

**HERBERT STREET SELF STORAGE, LLC,**  
a South Carolina limited liability company

  
Witness Marah Pagan

By:   
Name: Ryan Heller  
Its: Manager

  
Witness M. Trammis Cheek

I2.)



Ratification  
Number \_\_\_\_\_

# AN ORDINANCE

TO AMEND SECTION 27-29 OF THE CODE OF THE CITY OF CHARLESTON TO MODIFY STORMWATER MANAGEMENT STANDARDS AND EXEMPTIONS FOR REDEVELOPMENT.

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

**Section 1.** Article I, Division 3, Section 27-29(a) of Chapter 27 in the Code of the City of Charleston is hereby amended by deleting the following stricken phrases and adding thereto the following underlined phrases, to state as follows:

“Sec. 27-29. - Stormwater management standards and exemptions for redevelopment.

(a) Other than projects with parcel areas less than one (1) acre or where more than eighty (80) percent of the existing building footprint shall remain undisturbed. For redevelopment activities one (1) of the following performance standards shall be implemented for the entire parcel in question as approved by the department of development services stormwater management:

(1) Reduce the impervious cover on the site by at least twenty (20) percent, based on a comparison of existing impervious cover at the time of submittal of a construction activity application; or

(2) Achieve a ten-percent reduction in the ~~total~~ twenty-four (24) hour volume of runoff generated from the site by a two-year storm event. Runoff calculations shall be based on a comparison of existing site conditions at the time of submittal of a construction activity application to the post development site conditions. Confirm the post-development peak discharge rate does not exceed the pre-development peak discharge rate for the two-year storm event; or

(3) Reduce the post development peak discharge rates by ~~twenty (20)~~ ten (10) percent of the existing peak discharge rates at the time of submittal of a construction activity application for the ~~ten-year~~ ten-year and the twenty-five-year twenty-four-hour storm events based on a comparison of existing ground cover at the time of submittal of a construction activity application to post development site conditions. Confirm the twenty-four hour post-development volume does not exceed the pre-development volume for the ten-year and the twenty-five-year twenty-four-hour storm events.

...”

**Section 2.**

This ordinance shall become effective immediately upon ratification.

Ratified in City Council this \_\_\_\_ day of \_\_\_\_\_ in  
the Year of Our Lord, 2025 in the \_\_\_\_\_ Year of  
the Independence of the United States of America.

By: \_\_\_\_\_  
William S. Cogswell, Jr.  
Mayor, City of Charleston

ATTEST: \_\_\_\_\_  
Jennifer Cook  
Clerk of Council



J1.)

Harry M. Lightsey III  
Chairman



Bonnie Ammons  
Executive Director

South Carolina  
Rural Infrastructure Authority

November 20, 2025

The Honorable William S. Cogswell, Jr.  
Mayor  
City of Charleston  
116 Meeting Street  
Charleston, SC 29401

RE: Grant #S-26-1425

Dear Mayor Cogswell:

Congratulations on your successful application for funding from the South Carolina Rural Infrastructure Authority (RIA). Enclosed is a copy of the grant agreement, which must be executed in order for the City of Charleston to accept the Basic Infrastructure Grant approved for the Central Park Drainage Improvement Project project as described in the grant application.

It is necessary that an official with legal authority to execute such contracts sign the two enclosed originals of the grant award (Signature Page of the Grant Award Agreement) and return one of these originals to this office within 45 days from the date of award.

Acceptance of the grant requires that you comply with all of the terms and conditions as outlined in the Grant Agreement attached herein. RIA funds may not be obligated or expended until a *Notice to Proceed* has been issued by RIA and the construction contract has been reviewed by our office. For all activities funded in whole or in part by the RIA, it will be necessary to follow procurement procedures that are equivalent to the SC Consolidated Procurement Code and to submit contractual agreements to the RIA prior to execution. You will be required to submit a progress report on the first day of each calendar quarter. The first reporting date for this grant is April 1, 2025. Timely submission of reports will ensure the processing of requests for payments from your grant award. Include the grant number on all reports, requests for payment and correspondence. RIA *Grant Project Management Procedures* and forms which must be used in the administration of the grant are located on our website at [www.ria.sc.gov](http://www.ria.sc.gov). Please take time to review these procedures before beginning your project.

We are available to assist you throughout the implementation of your project. If you have any questions or need assistance, please do not hesitate to contact your RIA Grant Manager, Jackie Taylor at 803.849.4930, or [jtaylor@ria.sc.gov](mailto:jtaylor@ria.sc.gov).

Sincerely,

A handwritten signature in blue ink that reads "Bonnie Ammons".  
Bonnie Ammons  
Executive Director

Enclosures

cc via email: Ms. Amy Wharton, CFO  
Mr. Matthew Fountain, PE, PG, Director of Stormwater Management



## Grant Award

Grantee: City of Charleston Date of Award: November 17, 2025  
Grant Title: Central Park Drainage Improvement Project Award Amount: \$1,500,000.00  
Grant Period: November 17, 2025 – November 16, 2027 Grant Number: S-26-1425

The South Carolina Rural Infrastructure Authority ("RIA") hereby awards funds to the above-named Grantee, in the amount shown above, for the activities specified in the Application and for the purposes authorized. The acceptance of this Award creates a valid and enforceable contract between RIA and the Grantee, which legally binds the Grantee to carry out the activities set forth in the approved Grant Application in accordance with the terms and conditions of the Grant Agreement, for which this is the signature page.

### SPECIAL CONDITIONS

1. Grantee must submit a revised grant application. Contact RIA for more information.
2. Grantee is required to participate in a start-up technical assistance meeting with RIA staff.
3. Grantee must comply with the RIA State Grant Project Management Procedures.

This contract shall become effective, as of the date of the award, upon returning one executed copy of this Grant Award which has been signed in the space provided below. The copy must have original signatures and must be returned within forty-five (45) days from the date of the award.

  
Bonnie Ammons, Executive Director  
SC Rural Infrastructure Authority

### ACCEPTANCE FOR THE GRANTEE:

\_\_\_\_\_  
Signature of Chief Executive Official  
(with authority to execute contract for Grantee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Chief Executive Official

### ATTEST:

\_\_\_\_\_  
Signature of Authorized Official for Grantee

\_\_\_\_\_  
Title of Authorized Official



## Grant Award

Grantee: City of Charleston Date of Award: November 17, 2025  
Grant Title: Central Park Drainage Improvement Project Award Amount: \$1,500,000.00  
Grant Period: November 17, 2025 – November 16, 2027 Grant Number: S-26-1425

The South Carolina Rural Infrastructure Authority ("RIA") hereby awards funds to the above-named Grantee, in the amount shown above, for the activities specified in the Application and for the purposes authorized. The acceptance of this Award creates a valid and enforceable contract between RIA and the Grantee, which legally binds the Grantee to carry out the activities set forth in the approved Grant Application in accordance with the terms and conditions of the Grant Agreement, for which this is the signature page.

### SPECIAL CONDITIONS

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2. Grantee is required to participate in a start-up technical assistance meeting with RIA staff.
3. Grantee must comply with the RIA State Grant Project Management Procedures.

This contract shall become effective, as of the date of the award, upon returning one executed copy of this Grant Award which has been signed in the space provided below. The copy must have original signatures and must be returned within forty-five (45) days from the date of the award.

A handwritten signature in blue ink, reading "Bonnie Ammons", is written over a horizontal line.

Bonnie Ammons, Executive Director  
SC Rural Infrastructure Authority

### ACCEPTANCE FOR THE GRANTEE:

\_\_\_\_\_  
Signature of Chief Executive Official  
(with authority to execute contract for Grantee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Chief Executive Official

### ATTEST:

\_\_\_\_\_  
Signature of Authorized Official for Grantee

\_\_\_\_\_  
Title of Authorized Official



Harry M. Lightsey III  
Chairman



Bonnie Ammons  
Executive Director

South Carolina  
Rural Infrastructure Authority

**GRANT AGREEMENT**

**City of Charleston (Grant #S-26-1425)**

In accordance with the provisions of Section 11-50-10 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the South Carolina Rural Infrastructure Authority, hereinafter referred to as the "Authority," does commit to the Grantee, a Grant as set forth in the Grant Award which is attached hereto and made a part of this Grant Agreement. The acceptance of the Agreement (as defined below) creates a valid and enforceable contract between the Authority and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the approved Grant Application including any attachments or other submissions made, or to be made thereto, and this Agreement. Such activities and obligations shall be carried out in accordance with the terms and conditions set forth in this Agreement, as well as the Grant Program Requirements and Grant Project Management Procedures for Fiscal Year 2026, and any other documents or conditions referred to herein and as may be revised or updated from time to time.

The Grant Award serves as the signature page for this Agreement and must be executed and returned to the Authority within forty-five (45) days of the Award Date.

**Section 1: DEFINITIONS.**

- (a) Agreement means the Grant Award and Grant Agreement.
- (b) Application means the Grant Application forms submitted by the Grantee and approved by the Authority.
- (c) Grant Award means the form setting forth the amount of funds awarded to the Grantee and serving as the signature page to this Agreement.
- (d) Award Date means the date on which the Grant is awarded by the Authority, which is set forth in the Grant Award.
- (e) Grant Period means the time period reflected in the Grant Award during which the Grant will be implemented for its stated and authorized purpose.
- (f) Contractor means a private contractor who undertakes all or part of the Project.
- (g) Authority means the South Carolina Rural Infrastructure Authority.



- (h) Grant means the dollars committed by the Authority to the Grantee for the Project identified in the Application and set forth in the Grant Award.
- (i) Grantee means the unit of government or other eligible entity such as a special purpose or public service district, or public works commission, designated for the Grant and set forth in the Agreement.
- (j) Project means the project identified and described in the Application for which the Authority is awarding the Grant.
- (k) State means the State of South Carolina and any agencies or offices thereof.
- (l) Subrecipient means a governmental or not-for-profit water and/or sewer organization authorized to carry out any portion of the Project under a written agreement with the Grantee that has been approved in advance by the Authority.

**Section 2: RIA PROGRAM REQUIREMENTS AND GRANT PROJECT MANAGEMENT PROCEDURES.** The Grantee must comply with the requirements of Title 11, Chapter 50 of the Code as well as any grant project management procedures provided by the Authority.

**Section 3: SCOPE OF WORK.** The Grant shall be used only for specified activities approved in the Application, which is included by reference to this Agreement as if fully set forth herein, unless otherwise approved in signed writing by the Authority.

**Section 4: AWARD.** The Authority has legal authorization under the Code to award grants for qualified projects and to enter into agreements. Accordingly, the Authority hereby commits the Grant to be used only for the Project and related costs, as described in the Application. Funds obligated or expended prior to the Grant Award or for activities that have not received signed written approval from the Authority shall be considered ineligible expenses and shall not be eligible for payment from Grant funds.

The Grantee must obtain from the Authority a signed written notice to proceed prior to incurring costs against the Grant. If the Grantee needs to incur expenses prior to the Authority's notification to proceed, the Grantee must submit a signed written request to the Authority and obtain prior signed written approval from the Authority. Otherwise, any expenditure made prior to the date of the signed written notice to proceed is made by the Grantee at its own risk and expense and is not eligible for payment from Grant funds.

**Section 5: PAYMENT.** The Grantee must submit to the Authority a certified request for payment for eligible expenses that are documented by the Grantee.

Eligible expenses are those expenses as set forth in the Application or the Agreement, as well as any expenses as determined at the sole discretion of the Authority and approved in a signed writing by the Authority.

The Grantee will certify, to the best of its knowledge, information and belief that the work on the Project, for which payment from Grant funds is requested, has been completed in accordance with the terms and conditions of this Agreement.

All requests for payment must be made on forms approved by the Authority. Such requests shall be certified as valid expenses by an official representative of the Grantee. Invoices or other documentation reflecting eligible expenses that the Authority may reasonably require must be submitted with the request for payment. The Authority may make, and the Grantee shall accept, full or partial disbursements for actual, eligible expenses incurred not to exceed the amount of the Grant.

**Section 6: FINANCIAL MANAGEMENT.** The Grantee must maintain a financial management system using generally accepted accounting principles utilizing appropriate internal controls to provide adequate accountability for the Grant. The Grantee's records must account for Grant funds separately and disclose accurate information about the Grant Award, obligations, unobligated balances, assets, liabilities, expenditures, and income.

**Section 7: AUDIT.** The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project. The Grantee must notify the Authority of any audit findings related to the Grant funds or general grant management and make available a copy of the audit report to the Authority. The Grantee agrees that it will reimburse the Authority for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Authority. Upon request of the Authority, the Grantee shall make available, and cause any Contractor to make available, for audit and inspection by the Authority and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. The audit of Grant funds received under this Agreement must adhere to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

**Section 8: PROCUREMENT:** All purchases of goods and services shall be made according to the applicable procurement laws, regulations and guidelines of the Grantee, provided they substantially conform to the South Carolina Consolidated Procurement Code. If the Grantee has no established procurement laws, regulations and guidelines, Article 5: Source Selection and Contract Formation and Article 9: Construction, Architect-Engineer, Construction Management, and Land Surveying Services of the South Carolina Consolidated Procurement Code may be used as a guideline for goods and services and construction funded in whole or in part with grant funds.

Upon request, the Grantee must make available to the Grantee's auditor, the Authority and its representatives, the Grantee's public records and other documentation of the procurement process and any sole source justification. If the Grantee fails to adhere to procurement procedures required

by law, the Authority may require repayment by the Grantee of Grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as identified herein.

**Section 9: MBE OBLIGATION.** The Grantee agrees to ensure that minority business enterprises (MBE) as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Grant funds provided under this Agreement. In this regard, the Grantee and its Contractors shall take all necessary and reasonable steps to ensure that MBEs have the maximum opportunity to compete for and perform contracts.

**Section 10: THIRD PARTY CONTRACTS OR AGREEMENTS.** The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee warrants that it will enforce all applicable terms and conditions of this Agreement upon any third parties or Contractors.

All of the services required to complete the Project will be performed by the Grantee or a subrecipient, and/or a Contractor, under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local laws to perform such services. The Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State.

The Grantee must submit all proposed agreements with subrecipients or third party Contractors engaged to perform work within the scope of the Grant to the Authority prior to executing those agreements. All change orders or contract amendments must be submitted in writing and in advance to the Authority.

Any disputes arising out of a contract funded in whole or in part with the Grant are the responsibility of the Grantee and should be resolved in a timely manner in accordance with the process outlined in the local procedures or state law.

**Section 11: PERSONNEL.** The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry out the activities described in the Application and this Agreement. All personnel shall be fully qualified and authorized to carry out such activities under State or local laws, as applicable.

**Section 12: PERMITS.** The Grantee shall obtain all necessary federal, state and/or local permits required for the construction and/or operation of the Project. Construction permits are to be obtained prior to soliciting construction bids, unless otherwise approved by the Authority.

**Section 13: SIGNS.** Any signs installed at the Project site must be pre-approved in writing by the Authority and must acknowledge funding by the Authority.

**Section 14: PROJECT START-UP.** The Project must be substantially underway within 180 days of the Award Date. If the Grantee does not begin the Project within 180 days of the Award Date, the Authority reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee and terminate this Agreement.

**Section 15: AMENDMENTS.** Any changes in the approved scope of work of the Project must be submitted in advance and in writing by the Grantee to the Authority and must clearly identify the need for the change. Amendments must be requested by the Chief Executive Official of the Grantee. The Authority has no obligation to approve such a request. Any approved amendment granted by the Authority in a signed writing shall be appended to this Agreement as an amendment.

**Section 16: BUDGET CHANGES.** Any change in the budget for a construction contract (paid in whole or in part with Grant funds) which is greater than ten percent (10%) of the budget for that contract must be approved in a signed writing by the Authority prior to any payment with Grant funds.

**Section 17: FUNDING UNDERRUNS/OVERRUNS.** The Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns required to complete the Project, unless otherwise approved. This Agreement creates no obligation on the part of the Authority or the State to provide funds for the cost overruns.

**Section 18: PROJECT COMPLETION.** The Grantee must take appropriate action to implement the Project in a timely manner. The Grantee must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within the timeframe reflected in the Grant Award, unless otherwise approved. Completion is defined as submission by the Grantee to the Authority of the final report and documentation of Grant funds expended, accomplishments and other documentation that may be required by the Authority. The Authority will conduct such reviews as may be appropriate prior to issuing a notification in writing of the closure of the Grant. Any unexpended Grant funds at Project completion shall be returned to the Authority or deobligated from the Grant prior to the closure of the Grant.

The Grantee may submit a written extension request to the Authority to include reasons for any delays, justification for the request, and a new schedule for completion that outlines the proposed major project milestones and timeline. The Authority may consider such requests and may, in its sole discretion, grant an extension to complete the Project. The Authority, in its sole discretion, may terminate a Grant that cannot be completed in a timely manner and require that any portion of funds not disbursed to the Grantee be deobligated.

**Section 19: REPORTING REQUIREMENTS.** The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any significant issues affecting the Project. Progress reports will be provided in such form as required by the Authority and are due on the first day of each quarter, beginning with the second full quarter after the Grant Award. Quarters begin on January 1, April 1, July 1 and October 1. Failure to submit progress reports will subject the Grantee to the sanctions identified herein. A final closeout and accomplishments report must be submitted at Project completion. The Grantee further agrees to complete and submit any and all other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Authority.

**Section 20: MAINTENANCE OF RECORDS.** The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of three years after its final disposition. The Grantee shall maintain records relating to procurement matters for the period of time

prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports and other records shall be retained for a minimum of three years after notification in writing by the Authority of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

**Section 21: MONITORING.** The Grantee must maintain all Project-related or Grant-related records for review by the Authority or other State agency as may be required to ensure timely completion of the Project and compliance with the terms and conditions of this Agreement, or Program Requirements and guidelines or other State requirements. Such records shall be made available for random audit and review by the State but generally the Authority will provide at least 24 hour advance notice of any review to be completed during business hours. Any deficiencies noted during the review must be fully cured within 30 days of notification, unless otherwise specified and prior to close out of the Grant. Failure to comply with these requirements will constitute a violation of this Agreement, and the Grantee will be subject to sanctions as specified in this Agreement.

**Section 22: PERFORMANCE.** The Grantee shall become fully acquainted with the conditions related to the scope of work and other conditions contained in this Agreement. The failure or omission of the Grantee to become acquainted with these conditions shall not relieve it of any obligation with respect to the Grant or this Agreement. By acceptance of the Grant and execution of this Agreement, the Grantee warrants that it will complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should the Grantee fail to complete or cause the completion of all or part of the Project, the Authority shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed. The Grantee agrees that it is responsible for providing matching contributions as approved in the Application, or any amendments appended hereto, and failure to provide such contributions in the approved amount may result in a pro rata reduction in the Grant funds.

**Section 23: SANCTIONS.** If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Authority may take any or all of the following actions in addition to seeking any other relief that it is entitled to by law or in equity:

- delay payment of Grant funds until all required documentation has been received and approved;
- require repayment of all or a portion of any Grant funds provided;
- cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or
- refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

**Section 24: TERMINATION.** The Authority may, upon written notification to the Grantee, terminate all or part of the Grant to be provided pursuant to this Agreement for cause or because of negligence by the Grantee. This Agreement may also be terminated, in whole or in part, with the mutual consent of the Authority and the Grantee, upon signed written notification.

**Section 25: RESPONSIBILITY FOR MAINTENANCE.** Maintenance of facilities, structures, or other improvements paid for in whole or in part with Grant funds is the sole responsibility of the Grantee. Neither the Authority nor the State shall have any responsibility whatsoever to maintain such improvements relating to the Project. The Grantee may assign this responsibility to a third party with written approval from the Authority.

**Section 26: DISCRIMINATION.** The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, disability or familial status. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, disability or familial status.

**Section 27: SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT.** The Grantee and any Contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act, requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

**Section 28: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS.** No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

**Section 29: CONFLICT OF INTEREST.** No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest and shall comply with Section 8-13-100 *et. seq.* of the Code. The Grantee shall also generally avoid any action that might result in or create an appearance of conflict.

**Section 30: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION.** The Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission to a third party for the purpose of obtaining the Authority's approval of the Application or any other approval or concurrence of the Authority required under this Agreement.

**Section 31: LOBBYING.** The Grantee is prohibited from using Grant funds for the purpose of lobbying the members of the South Carolina General Assembly or a State agency.

**Section 32: POLITICAL ACTIVITY.** None of the Grant funds or materials, property or services provided directly or indirectly under this Agreement 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.

**Section 33: LEGAL SERVICES.** No attorney-at-law shall be engaged through the use of any Grant funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.

**Section 34: APPLICABLE LAW.** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

**Section 35: NOTICES.** All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

**Notices to the Authority shall be sent to:**

Ms. Bonnie Ammons  
Executive Director  
South Carolina Rural Infrastructure Authority  
1201 Main Street, Suite 1600  
Columbia, SC 29201

**Notices to Grantee shall be sent to:**

Sarah Hagar  
Grants Manager, Public Works  
City of Charleston  
116 Meeting Street  
Charleston, SC 29401

**Section 36: APPROPRIATIONS.** Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Authority to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Authority. In such event, the Authority shall certify to the Grantee the fact that sufficient funds have not been made available to the Authority to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

**Section 37: CONFIDENTIAL INFORMATION.** Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Authority requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Authority; provided, however, that should Grantee be required by law, court order or some other form of compulsory process to disclose such information, the Grantee will give the Authority timely notice of such request prior to disclosure of the information.

**Section 38: FREEDOM OF INFORMATION.** The Grantee acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure to the South Carolina Freedom of Information Act (FOIA) and that the Grantee and the Authority are required to comply with the provisions of FOIA.

**Section 39: COPYRIGHT.** No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**Section 40: LIABILITY.** The Grantee understands that the Authority accepts no liability for the Project or any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount of the Grant, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the Grant Period, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

**Section 41: TERMS AND CONDITIONS.** The Authority reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Authority and any other agency of the State.

**Section 42: SEVERABILITY.** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, that provision may be severed and the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

**Section 43: ASSIGNABILITY:** The Grantee shall not assign or transfer any interest in this Agreement without the prior signed written consent of the Authority.



### Approved Signatures for Payments and Checks

Please **print** or **type**. Submit original form by mail when complete. Retain a copy for your file.

#### Block 1: Grantee Name & Address

Grant #: S-26-1425

Grant/  
Project Title: Central Park Drainage Improvement Project

Grantee: City of Charleston

Address: 116 Meeting Street

Charleston, SC Zip Code: 29401

Phone: \_\_\_\_\_

#### Block 2: Processing Method for Payments

Is your organization set up to receive direct deposits from the State Treasurer's Office (STO)? Yes ☐ No ☐

If no, please go to [www.Treasurer.sc.gov/ach](http://www.Treasurer.sc.gov/ach) and complete the enrollment form. Until you are enrolled in the electronic payment method, the STO will mail checks to the address listed on the federal Request for Taxpayer Identification Number and Certification Form (W-9) which is on file at the STO. Please contact the STO to update the form if you have had a change in address.

Upon receipt of the check or direct deposit, you should promptly deposit it in the account designated for this grant.

#### Block 3: Individuals Approved to Sign RIA Request for Payment Forms and Checks Written to the Contractor

Please list all individuals who typically sign checks on behalf of the Grantee in the spaces below. Additional forms may be used if needed.

Only individuals listed in Block 3 are approved to request funds or sign checks using RIA Grant funds.

Two approved signatures are required on all checks using Grant funds. Only one approved signature is required on RIA Request for Payment forms.

A. Name: \_\_\_\_\_

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

Original Signature: \_\_\_\_\_

B. Name: \_\_\_\_\_

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

Original Signature: \_\_\_\_\_

C. Name: \_\_\_\_\_

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

Original Signature: \_\_\_\_\_

D. Name: \_\_\_\_\_

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

Original Signature: \_\_\_\_\_

E. Name: \_\_\_\_\_

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

Original Signature: \_\_\_\_\_

F. Name: \_\_\_\_\_

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

Original Signature: \_\_\_\_\_

#### Block 4: Authorizing Executive Official

To ensure appropriate internal controls for the grant funds, I hereby certify that the individuals whose signatures appear in Block 3 are the only individuals approved to sign checks and make requests for payment on the grant. I also understand that as the authorizing official, I cannot sign checks or make requests for payment.

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Original Signature: \_\_\_\_\_

#### Submit to RIA by Mail

**Mail this form to RIA within 45 days of Grant Award.**

If additional approved individuals are needed in Block 3, submit additional forms/pages.

If staff changes occur, revise and resubmit this form.

**Remember: Only individuals listed in Block 3 are approved to request funds or sign checks using RIA Grant funds. Two signatures are required on checks.**

The individual who signs Block 4 must be a Chief Executive Official such as administrator, executive director, or council chair. The person in Block 4 cannot also be listed in Block 3.



## City of Charleston South Carolina

### MEMORANDUM

**To:** Jennifer Cook, Clerk of Council  
**From:** Matthew Fountain, PE, PG, Director of Stormwater Management  
**Subject:** SCOR Reserve Fund Grant Application:  
Cooper-Jackson Drainage Improvement Project, Phase I  
**Date:** 16 December 2025

This memo seeks approval to submit a grant application to the South Carolina Office of Resilience (SCOR) Reserve Fund Grant Program for \$5,000,000 to support Phase I construction of the Cooper-Jackson Drainage Improvement Project (Project), located on the east side of downtown Charleston.

In 2023, The City of Charleston previously submitted a grant application to SCOR's HUD-CDBG-MIT Program for this project. SCOR subsequently recommended that the project be considered under its Reserve Fund Program instead. In 2024, the State allocated \$5,000,000 through SCOR to support the Project's construction costs. The City is now preparing a formal grant application and will execute a grant agreement prior to the project's anticipated start in 2026.

These funds will support Phase I of the Cooper-Jackson Project to reduce flooding along Morrison Ave. by replacing and upsizing existing concrete pipes and improving tidal control through the installation of check valves.

There is no match required. However, the City will contribute \$200,000 from the Cooper River Bridge TIF to cover the remaining portion of the estimated \$5,200,000 construction costs for Phase I.

- Grant Request: \$5,000,000
- City Funds: \$200,000
- Estimated Total: \$5,200,000

If you have any questions, please do not hesitate to email me at <[fountainm@charleston-sc.gov](mailto:fountainm@charleston-sc.gov)>.



South Carolina Office of Resilience  
**Reserve Fund- Hazard Mitigation (Infrastructure) Application**

**Mail To:** Reserve Fund- Infrastructure Program Loan/Grant Application  
South Carolina Office of Resilience  
632 Rosewood Drive, Columbia, South Carolina 29201

**Email To:** anu.nair@scor.sc.gov

Instructions: All fields within the application are expandable as needed. Please be as thorough as possible in your explanations.

Call or email questions to: Anuradha Nair  
South Carolina Office of Resilience  
(C) 803-807-3066

Applicant Information			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Municipal Government	County Government	State agency/entity	Other
Name of Government Entity:		County:	

Project Information	
Description of problem to be solved and community served:	
Insert GIS map here.	
Describe the proposed project:	
Percent Project Plans Completed to Date. Describe work complete and attach Plans, Permits, Environmental Documents, Specification and/or Estimates if developed.	
Funding	
Total Funds Requested:	Total Project Cost:
Match Funds:	
Total estimated cost: Attach a cost breakdown for Design Engineering, Permitting, Construction Engineering Inspection, and Construction here.	

Provide the % Low to Moderate Income (LMI) within the Service Area:
Define and INSERT a map of the Service Area here.

- Service projects, such as a hospital, have a boundary drawn around the urbanized communities immediate surrounding the hospital. However, it can be argued that the hospital serves a larger extent such as people from rural parts or even people from neighboring cities or states. The line will be drawn at rural areas because LMI should be based on people and income and not land. Rural areas have an unfair weight that skews LMI percentage due to land size. Other cities or any extent further also was not reasonable as the LMI percentage would be skewed as few people from further away cities attend the hospital.
- Infrastructure, such as a storm water network in a neighborhood, will be drawn primarily based on the infrastructure's watershed boundary. A watershed is defined by topology, or in other words, how the ground slopes to drain water. Any area where rain runs off into the storm water network is included as part of the watershed area.
- At times, the watershed boundary will be shortened, as many watersheds can elongate hundreds of miles downstream or upstream. In other cases, a watershed boundary may be extended as storm drain networks often connect multiple watersheds conveying runoff through pipes underground which cannot be obtained from the topology.

**Flood Risk Reduction - Level of Protection**

Describe flooding and attach pictures here:

**Identify the cause of flooding:**

- ☐ Only local rainfall
- ☐ Only riverine (Riverine flooding can only occur in stream water features defined by USGS)
- ☐ Both local rainfall and riverine

**Flood Risk Reduction - Quantity of Protection:** Quantify the number of structures benefiting from flood risk reduction and provide a map of impacted structures.

**Benefit-Cost Ratio:**

**Scheduling and Permitting Requirements:** Provide a project schedule and attach here. Demonstrate ability to acquire permits timely and meet overall schedule. Project is currently through Schematic design and in full design and construction document development.

**Mobility Improvement:** Demonstrate improved mobility for emergency responders and the public during storm events.

**Phasing Considerations (IF ANY):** Demonstrate project supports completion or effectiveness of future regional project(s) beyond the current funding.

**Nature Based Solutions (Green Infrastructure):** Describe any nature-based solutions that are proposed. Quantify the percentage of the overall proposed project that consists of nature-based solutions.

**Environmental Impact/Benefit:** Demonstrate environmental benefits and/or contributions to improving environmental conditions.

**Application Contact**

**Name:**

**Company/Title:**

**Phone:**

**Email:**

**Authorized Signature:** *By signing this funding proposal, I hereby certify that the information being submitted is complete and correct, and that the local government has authorized this submission and the commitments implied within.*

**Typed Name and Title of Chief  
Executive/Administrative Official**

**Signature**

**Date**



**SCOR Reserve Fund Infrastructure Project Evaluation Criteria**  
**Cooper Jackson Stormwater Drainage Improvement Project – City of Charleston, SC**

Add comments under each criteria that supports the response.

- ☐ Project offers local and/or riverine flooding protection at or above 25 year, 24 hour storm event
- ☐ Project benefits LMI Communities
- ☐ Project provide leverage funding
- ☐ Project provides protection to structures from flooding impacts
- ☐ Project improves mobility for emergency responders and public during storm events
- ☐ Projects incorporates nature based solutions
- ☐ Project contributes to improved environmental results including but not limited to, clean water, floodwater mitigation, or preservation or enhancement of wetlands
- ☐ Project is identified in Statewide Resilience Plan, local post disaster recovery plans or local hazard mitigation plans
- ☐ Project does not increase the flood vulnerabilities of neighboring areas
- ☐ Other mitigation results

**Location:**

**Problem:**

**Solution:**

Project recommended: \_\_\_\_\_  
Project approved: \_\_\_\_\_

Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Cooper Jackson Drainage Improvements – Morrison Drive & Grace Bridge Street

Opinion of Probable Cost - 60% Design

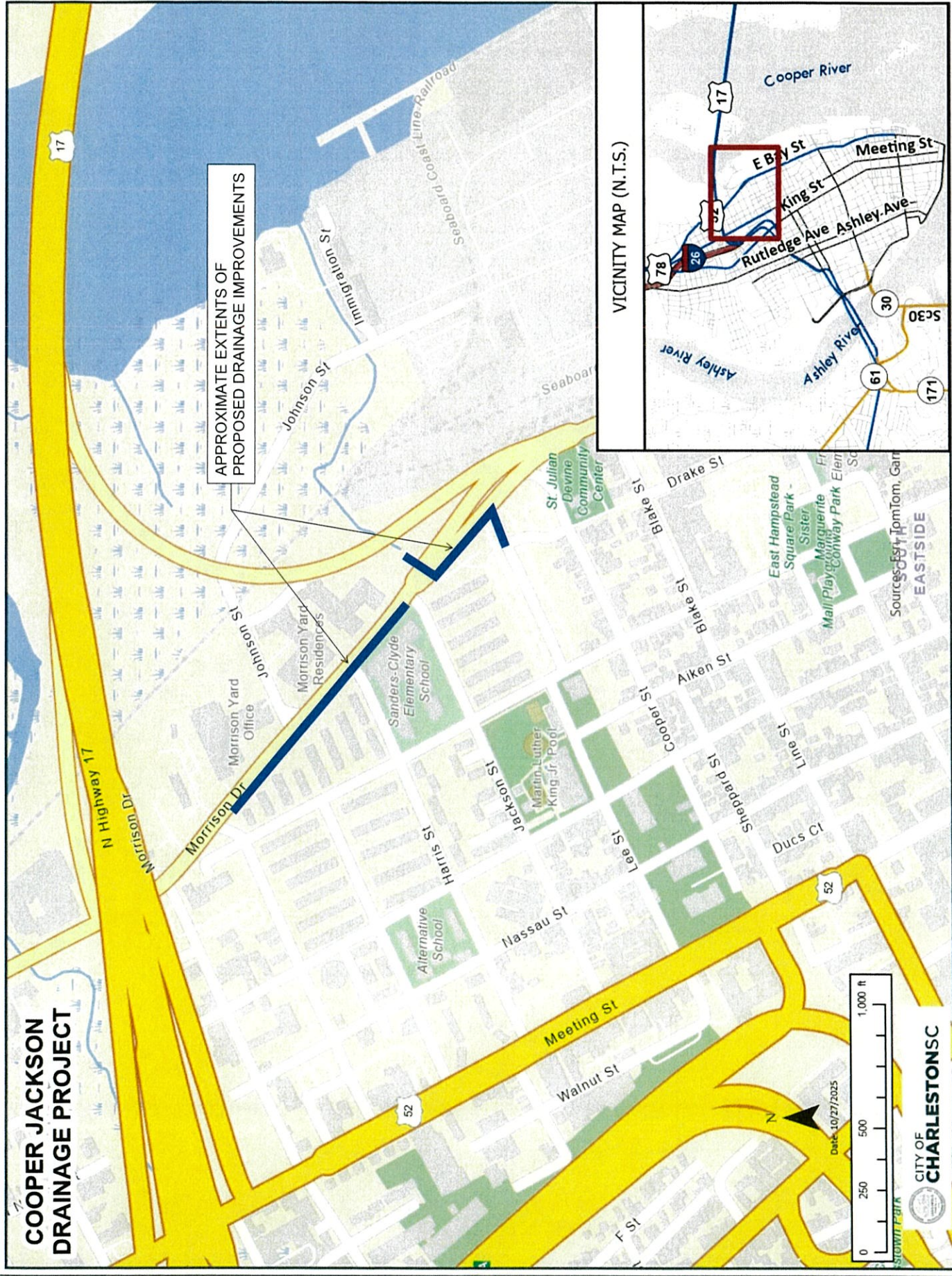
ITEM	QTY	UNIT	UNIT COST	TOTAL COST
REMOVE & REPLACE EXISTING STORM MAIN	2,000	LF	\$1,200	\$2,400,000
OUTFALL STRUCTURE	1	EA	\$500,000	\$500,000
UTILITY CONFLICTS	1	LS	\$150,000	\$150,000
RESURFACING & SITE RESTORATION	1	LS	\$750,000	\$750,000
TRAFFIC CONTROL	1	LS	\$200,000	\$200,000
CONSTRUCTION SUBTOTAL				\$4,000,000
CONSTRUCTION ENGINEERING AND INSPECTION				\$400,000
CONTINGENCY (20%)				\$800,000
TOTAL COST				\$5,200,000



# COOPER JACKSON DRAINAGE PROJECT

APPROXIMATE EXTENTS OF  
PROPOSED DRAINAGE IMPROVEMENTS

VICINITY MAP (N.T.S.)





K1.)

**Dominion Energy South Carolina, Inc**  
**OTHER WORK IN PROGRESS (OWIP) AGREEMENT**  
**Estimate Authorization**

**Project Title:** 56 State Street Overhead to Underground Conv.  
**Project Coordinator:** Steve Morillo

**OWIP No.:** SEGRE.023120  
**Estimate Prepared by:** Andre McKenzie

Dominion Energy South Carolina, Inc (Company) agrees to perform the work described on this form for The City of Charleston (Customer) on the condition that the *Customer hereby agrees to the terms of this Agreement and agrees to pay the actual full project cost, (less agreed upon nonstandard service funds delineated below), based on a normal construction schedule, with reasonable and customary permit conditions.* Any significant changes in work scope that will affect cost will be handled via a change order, signed by Customer and Company. Any future relocation of these new facilities required by a City, State, or Federal entity that are located within the public road right-of-way will be at the expense of the Customer or third parties but will not be the responsibility of DE. Where this Agreement covers work by the Company at the Customer's request, the Customer agrees to hold the Company harmless, to the extent allowed by law, from any damage resulting from such work unless the Customer notifies the Company immediately upon completion of the job of such alleged faulty work.

**Description:** The Company will install underground distribution cable and associated duct bank material in the right-of-way of Cumberland Street and State Street to convert its overhead infrastructure underground as required to accommodate construction at 56 State Street. Work is detailed on Company drawing, D-85031. This estimate includes the installation of new duct bank in Cumberland Street, from approximately 50 feet west of E. Bay Street to approximately 40 feet west of State Street. Work in Cumberland Street includes the installation of two (2) DE manholes and multiple handholes to establish points of service for customers impacted by this conversion. This estimate does not include any work to convert existing customers' service underground, or the conversion of communication companies' overhead infrastructure attached to Dominion's poles. Approximately 60 feet of primary electric duct bank will be installed in State Street as seen on the Company's drawing. This estimate is based on a normal construction schedule and route as shown, with reasonable and customary permit conditions. Customer will be responsible for providing rights-of-way for facilities located on private property. For installed locations where roads or property are owned and/or controlled by the City of Charleston or other entities, Customer shall issue a satisfactory permit that grants Company the right to place the referenced facilities on the City of Charleston property and includes language that does not make Company liable for future relocation costs.

**Location of Project:**

**County:** Charleston County      **Tax District:** 1071 CH      **City:** City of Charleston

**Ownership of Completed Facilities:** Company Owned

**Estimated Cost:**

Material (Net Salvage)	\$1,212,686
Stores Overhead	\$39,709
Labor	\$493,162
Labor Overhead	\$17,781
Transportation	\$16,622
Admin Overhead	\$173,886
Sub Total	\$1,956,846
<b>Total Estimated Cost</b>	<b>\$1,953,846</b>
<b>50% Estimated Cost</b>	<b>\$976,923</b>

**Customer to Pay Based on:** Actual Cost:   X        Estimated Cost:

DOMINION ENERGY SOUTH CAROLINA, INC.  
"OWIP Agreement"  
56 State Street

**Agreement:**

Dominion Energy South Carolina, Inc agrees to perform the work described on this form for The City of Charleston. Where this agreement covers work by the Company at the Customer's request on the Customer's premises or equipment, the Customer agrees to hold the Company harmless, to extent allowed by law, from any damage resulting from such work. Customer hereby agrees to pay 50 percent of the actual project cost at the end of the project per the NSSF clause of the franchise agreement with the City of Charleston.

The customer agrees to all terms in the description of OWIP Agreement SEGRE.023120.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Company: Dominion Energy South Carolina Inc.  
Name: Brandon Ashley  
Signature: \_\_\_\_\_  
Title: VP- Transmission and Delivery  
Estimate Prepared By: Andre McKenzie  
Project Coordinator: Steven Morillo

Customer: The City of Charleston  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Bill To: The City of Charleston  
Address: 116 Meeting St.  
Charleston, SC 29401

**ROUTE TO APPROPRIATE ENTITY ACCOUNTING DEPARTMENT**

**DISTRIBUTION:**

Customer  
Secretarial Dept.  
Appropriate Entity Accounting Dept.  
Project Coordinator  
Estimator

**ADDITIONAL COPIES TO:**

Jason Watkins