

Committee on Real Estate

July 13, 2020

A meeting of the Committee on Real Estate was held this date beginning at 3:03 p.m. over video conference call.

Notice of this meeting was sent to all local news media.

Present

Councilmember Shahid, Chair, Councilmember Appel, Councilwoman Jackson, and Mayor Tecklenburg

Also Present: Jennifer Cook, Susan Herdina, Rick Jerue, Peter Rascoe, Leigh Bailey

The meeting was opened with a moment of silence provided by Chairman Shahid.

Approval of Minutes

On the motion of Councilmember Appel, seconded by Councilwoman Jackson, the Committee voted unanimously to approve the minutes of the June 22, 2020 Real Estate Minutes.

Request approval of a Parking Agreement with Anson House Condominium Association for continued lease of ten (10) parking spaces in the Maritime Center Parking Lot per year-to-year lease with the condition of relocation upon termination at current lot. (10 Wharfside Street, TMS: 459-00-00-170)

Mr. Rascoe, Parking Contract Manager, stated this was a proposal for a parking agreement with the Anson House Condominium Association. The reason they were treating them a little bit different than regular customer was that several years back, they had an internal covenant from their developer to provide ten extra parking spaces for themselves. The City didn't have anything to do with that, but they had accommodated them at the parking lot at the Maritime Center over the years on a month to month basis. However, for budget reasons, they would like to have some kind of assurance in the future that they would always be able to maintain ten spaces with the City. This agreement called for them to go to a year to year lease for ten spaces. If the City ever terminated that, the City would move them to another lot or facility somewhere else, and they were confident they could do that. Then, they would have one more year of year-to-year, and revert back to month to month.

On the motion of Councilwoman Jackson, seconded by Councilmember Appel, the Committee voted unanimously to approve the above item.

At the request of the Washington Light Infantry and Sumter Guards Board of Officers (the "WLI"), request authorization for the Mayor to execute a quitclaim deed and other necessary documents to quitclaim the portion of Marion Square on which the Calhoun monument formerly stood to WLI. The City does not own this portion of Marion Square. The quitclaim deed is being execute to help clarify WLI's title to the subject property. (Ordinance)

Mr. McQueeney said that back in 1885, the WLI/predecessor owned this portion of Marion Square. The City owned Marion Square and subdivided it at some point. In 1833, they conveyed what they hadn't previously conveyed to the WLI. In 1885, the WLI conveyed the 36 foot square foot area where the monument was to the Lady's Calhoun Monument Association. Because no one wanted to do a title history or get into the weeds, both the WLI and the City granted that area to the LCMA. He thought they did that as a matter of wanting to ensure that to the extent there was any question the City owned it, they didn't want to do a title search and would just quitclaim it. That was pretty common. All the evidence he found suggested WLI owned it from 1833 through 1885. The deed from the WLI to the LCMA contained a right of reverter. Once that area stopped being used for the monument, it reverted back to the WLI. LCMA was no longer a viable entity, so the WLI asked the City to quitclaim ownership to the WLI. He put exceptions that it was to be continued to be used as a public area. There was an MOU between the WLI and the City that it was subject to that. He wasn't sure what stage they were in as far as deconstructing what was there now. If they issued a quitclaim deed, they would want the WLI to give them a license or easement to continue the work in deconstruction if needed.

Councilwoman Jackson asked if they needed to know about the stage of deconstructing and process. Chairman Shahid said he thought it was secondary. His understanding was that WLI wanted to just clarify the issue and make sure they had clear title of the whole Marion Square tract. Mayor Tecklenburg said it was likely they would talk about further removal at Ways and Means, so if it was okay, they would talk about it the next day. The City felt like they didn't own the property as they hadn't gotten a title. With the reverter clause, this would just clear it up for them.

On the motion of Councilwoman Jackson, seconded by Councilmember Appel, the Committee voted unanimously to approve the above item.

Having no further business, the Committee adjourned at 3:15 p.m.

Bethany Whitaker
Council Secretary