CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Griffin

C. Pledge of Allegiance

D. Presentations and Recognitions

1. Holocaust Remembrance Proclamation

2. Proclamation recognizing ME/CFS (Myalgic Encephalomyelitis/Chronic Fatigue Syndrome) Awareness Month
   *(Requested by Councilmember Gary White)*

3. Proclamation honoring Captain Pat Keaveny, USN (Ret)

E. Public Hearings

*(City Council may give second reading, order to third reading, give third reading, and order engrossed for ratification any bill listed on the agenda as a second reading.)*

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located at Maybank Highway and River Road (the Kerr Tract PUD - Johns Island) (approximately 70.59 acres) (TMS #345-00-00-090 and 345-00-00-099) (Council District 5), be rezoned from General Office (GO) and General Business (GB) classification to Planned Unit Development (PUD) classification. The property is owned by RHK LLC et al. and John A. and James J. Kerr Development.

2. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 200 Spring Street (Peninsula) (0.412 acre) (TMS #480-11-01-011) (Council District 3), be rezoned to be included in the Accommodations Overlay Zone (A) classification. The property is owned by 200 Spring Street Development LLC.

3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 214 Rice Mill Place (Cainhoy) (0.24 acre) (TMS #269-01-05-023) (Council District 1), annexed into the City of Charleston March 14, 2019 (#2019-018), be zoned Single-Family Residential (SR-6) classification. The property is owned by Matthew Hunter Baker and Chelsea Baker.

4. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property on Clements Ferry Road (Cainhoy)
(approximately 16.40 acres) (TMS #275-00-00-005) (Council District 1), be zoned Rural Residential (RR-1) classification. The property is owned by IVO Sands LLC. (SECOND READING)

5. An ordinance to amend the Verdier Pointe Planned Unit Development Master Plan and Development Guidelines, adopted by Ordinance #2008-158, by modifying the Land Development Guidelines and associated site plan for properties located on Bees Ferry Road (TMS# 301-00-00-028, 301-00-00-673, 301-00-00-674 and 301-00-00-677).

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

1. April 9, 2019

H. Citizens Participation Period

I. Petitions and Communications:

   a. Report from the Health and Wellness Advisory Committee

   b. Boards and Commissions Appointments:

      (i) Women and Minority Business Enterprise Advisory Committee

      (ii) History Commission Appointments

      (iii) Board of Zoning Appeals – Site Design

J. Council Committee Reports:

1. Committee on Public Works and Utilities: (Meeting was held on April 22, 2019 at 4:00 p.m.)

   a. Acceptances and Dedications:

      (i). Acceptance and Dedication of new 20’ wide Exclusive Stormwater Drainage Easement Agreements for the following properties in Sherwood Forest; 1619 W Robinhood Drive, 1627 W Robinhood Drive, 1633 W Robinhood Drive, 856 Prince John Drive, 853 Prince John Drive, 1632 Juniper Street, 1720 Juniper Street and 1624 Juniper Street.

      (ii). Acceptance and Dedication of Daniel Island, Parcel CC, Phase 1-Village Crossing Drive (R/W varies, 885 LF), Water View Lane (R/W varies, 852 LF) All infrastructure has been completed, inspected and accepted. There are 17 lots in this phase.
Granite curb 36 George Street/332-334 King Street. Approval to notify SCDOT that the City intends to accept maintenance responsibility for granite curb in conjunction with the project at 36 George Street (S-10-863) and 332-334 King Street (S-10-104).

b. Stormwater Management Department Update
   (i) Updates from Project Managers
   (ii) Update from Floodplain Manager

c. Miscellaneous or Other New Business:
   Memorandum of Agreement with the USACOE for the Battery Seawall Permit.

2. Committee on Traffic and Transportation: (Meeting was held on April 23, 2019 at 2:00 p.m.)
   a. Application for Original Certificate of Public Convenience and Necessity for Approval:
      - Tec's Limo Services, LLC (Limo)
   b. Resolution for Approval: State of South Carolina and County of Berkeley – Clements Ferry Road (S-33) Widening from Jack Primus Road (S-119) to SC 41 Project
   c. SCDOT Presentation: 526 Signals Project
   d. Discussion regarding proposed review of Vendor Spaces and updates to Ordinance
   e. Approval of 2019-2020 Vendor Spaces
   f. Director's Update
   g. Discussion

3. Committee on Public Safety: (Meeting was held on April 23, 2019 at 3:15 p.m.)
   a. An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 19, Section 234 to make it unlawful to park a vehicle in a marked fire lane when signs, curb painting, pavement markings, or other approved notices or markings are installed giving notice thereof.

   *Give first reading to the following bill from Public Safety:*

   An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 19, Section 234 to make it unlawful to park a vehicle in a marked fire lane when signs, curb painting, pavement markings, or other approved notices or markings are installed giving notice thereof.

4. Committee on Ways and Means:
(Bids and Purchases)

(Resiliency: Approval to submit the 2019 SC DHEC Solid Waste Reduction and Recycling grant application in the amount of $25,000 (category 1) to support a reusable bag giveaway and education program about single-use plastics. The grant application was due on April 5, 2019, and since it was not complete prior to the most recent City Council meeting, Resiliency is requesting after the fact approval. No City match is required.

(Resiliency: Approval to submit the 2019 SC DHEC Solid Waste Reduction and Recycling grant application in the amount of $10,000 (category 2) to support an outreach and awareness project about reducing single-use plastics. The grant application was due on April 5, 2019 and since it was not complete prior to the most recent City Council meeting, Resiliency is requesting after the fact approval. No City match is required.

(Office of Cultural Affairs: Approval to apply for $1,750 from South Arts (Literary Arts Touring Grant) in support of literary programs of the 2019 Free Verse Festival. A 1:1 City match is required. Matching funds will come from corporate sponsorships.

(Office of Cultural Affairs: Approval to apply for funding from Charleston County for accommodations tax funding in the amount of $15,000 to support the 2020 Piccolo Spoleto Festival. No City match is required.

(Office of Cultural Affairs: Approval to apply for funding from Charleston County for accommodations tax funding in the amount of $15,000 to support the 2019 MOJA Arts Festival. No City match is required.

(Office of Cultural Affairs: Approval to apply for funding from Charleston County for accommodations tax funding in the amount of $10,000 to support the 2019 Holiday Magic in Historic Charleston. No City match is required.

(Office of Cultural Affairs: Approval to apply for funding from Charleston County for accommodations tax funding in the amount of $25,000 to support Charleston 350 commemorations. No City match is required.

(Office of Cultural Affairs: Approval to apply for funding from Charleston County for accommodations tax funding in the amount of $10,000 to support the 2019 Free Verse Festival. No City match is required.

(Fire Department: Approval to submit the 2019 State Homeland Security grant in the amount of $101,620 for Charleston FD Collapse Search and Rescue Team (for search and rescue equipment, a search camera, confined space rescue equipment, personal protective equipment, and training). No City match is required.

(Police Department: Approval to apply for an application in the amount of $123,803 for an Elder Advocate and Resource Specialist for the CPD Victim Services Unit under the Victims of Crime Act Grant Program. The application is due on April 30th. This project requires a 20% City match of $24,761.

(Legal Department: Approval of Host Venue Partnership Agreement between the City and OC Sport Pen Duick, French subsidiary of OC Sport, for the City’s financial support in the amount of $150,000 and operational and logistical support to OCS for the City to host the finish of “The Transat” single-handed Trans-Atlantic sailing race in 2020.

(DEFERRED)

(A Resolution expressing the intention to establish the Morrison Drive Redevelopment Project Area; authorizing staff to prepare an overall redevelopment plan; providing for notice and
public hearing in connection with the foregoing; and other matters related thereto (To be sent under separate cover by the Planning Department)

(An ordinance to amend the description of the Charleston Neck Redevelopment Project Area as established by Ordinance No. 2004-151; to amend the Public Infrastructure Improvements Agreement dated as of September 1, 2015 between the City of Charleston, South Carolina and Highland Resources, Inc., as successor to Ashley River Investors, LLC; and other matters relating thereto. (AS AMENDED)

(Request for Mayor to execute an exchange agreement, between the City and Longborough Owners' Association to jointly pursue plans for a new Dock and Passive Park to be planned, permitted and constructed at the City's expense. The Dock shall be designed for Public Dock Section and Private Dock Section, which will branch off of trunk of Public Dock. The parties will seek to have OCRM issue a Dock Permit and upon Dock Permit being issued, the HOA will convey the Property to the City, subject to certain Restrictive Covenant and Use agreements set forth in the attached Exchange Agreement

(Resolution to accept deeds to marshlands surrounding Longborough Dock and Park

(Request for approval of a Temporary Access Agreement with M.B. Kahn Construction Company, Inc. for construction access, parking, and material laydown for use related to the construction of Grace Homes. (0 Cooper Street; TMS 459-05-04-208)

(Request approval of a Resolution expressing the City's intention to make a loan to WestEdge Foundation, Inc. supporting WestEdge's obligation pursuant to the Infrastructure Development Agreement to pay certain costs incurred by Charleston Horizon Devco, LLC for the installation of public improvements supporting the redevelopment of the WestEdge District, such loan to be secured by a Promissory Note in the form attached to the Resolution in the amount of $925,000.00 which loan shall be repaid by TIF Revenues, and further, all outstanding principal and accrued interest shall be due five years after the date of the Note. Funding will come from prior General Fund reserves.

(Discussion and consideration to direct Legal staff to provide 60 days notice to the Charleston School of Law that the City does not intend to extend the agreement regarding the sale of 431 Meeting Street (Requested by Councilmember White)

(Washington Park HOA (Requested by Councilmember Moody)

(Wellness Aquatics Land Acquisition (Requested by Councilmember Moody)

(Consider the following annexations:
- Clements Ferry Road (TMS# 275-00-00-004) 6.0 acres, Cainhoy (District 1). The property is owned by Murphy Family Property LLC.
- Clements Ferry Road (TMS# 275-00-00-006) 1.0 acre, Cainhoy (District 1). The property is owned by Jenkins Family Property LLC.

Give first reading to the following bills from Ways and Means:

An ordinance to provide for the annexation of property known as Clements Ferry Road (approximately 6.0 acres) (TMS# 275-00-00-004), Cainhoy, Berkeley County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 1. The property is owned by Murphy Family Property LLC.

An ordinance to provide for the annexation of property known as Clements Ferry Road
(approximately 1.0 acre) (TMS# 275-00-00-006), Cainhoy, Berkeley County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 1. The property is owned by Jenkins Family Property LLC.

An ordinance to amend the description of the Charleston Neck Redevelopment Project Area as established by Ordinance No. 2004-151; to amend the Public Infrastructure Improvements Agreement dated as of September 1, 2015 between the City of Charleston, South Carolina and Highland Resources, Inc., as successor to Ashley River Investors, LLC; and other matters relating thereto. (AS AMENDED)

K. Bills up for Third Reading:

1. An ordinance amending Chapter 27 of the Code of the City of Charleston, by amending Flood Hazard Prevention and Control Requirements in Section 27-117 to increase the Freeboard Requirement from one foot to two feet, effective August 1, 2019. (AS AMENDED) (DEFERRED)

L. Bills up for Second Reading:

(City Council may give second reading, order to third reading, give third reading, and order engrossed for ratification any bill listed on the agenda as a second reading.)

1. An ordinance to provide for the annexation of property known as Clements Ferry Road (16.40 acres) (TMS# 275-00-00-005), Cainhoy, Berkeley County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 1. The property is owned by IVO Sands LLC.

2. An ordinance to provide for the annexation of property known as 2037 Lake Shore Drive (0.21 acre) (TMS# 343-03-00-156), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 11. The property is owned by East Bay Air LLC.

3. An ordinance to amend Part 15 (Mixed Use 1 - Workforce Housing District Mixed Use 2 - Workforce Housing District) of Article 2 (Land Use Regulations) of Chapter 54 of the Code of the City of Charleston, South Carolina (Zoning Ordinance), to implement the Federal Opportunity Zone Program, by creating certain incentives to encourage the development of “Opportunity Units” for households with incomes less than or equal to 60% of the Area Median Income (AMI). (DEFERRED FOR PUBLIC HEARING) Expires 3.26.20

4. An ordinance to provide for the annexation of a vacant lot on Stinson Drive (0.99 acre) (TMS# 350-05-00-095), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 11. The property is owned by Rale MGMT LLC. (DEFERRED)

5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone
Map, which is a part thereof, so that a vacant lot on Stinson Drive (West Ashley) (0.99 acre) (TMS #350-05-00-095) (Council District 11), be zoned Diverse Residential (DR-1F) classification. The property is owned by Rale MGMT LLC. (DEFERRED) Expires 2.26.20

6. An ordinance to provide for the annexation of property known as 1415 S Edgewater Drive (0.72 acre) (TMS #349-13-00-095), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 11. The property is owned by Robert F. Kauffmann. (DEFERRED)

7. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1415 South Edgewater Drive (West Ashley) (00.72 acre) (TMS #349-13-00-095) (Council District 11), be zoned Single-Family Residential (SR-1) classification. The property is owned by Robert F. Kauffmann. (DEFERRED FOR PUBLIC HEARING) Expires 11.27.19

8. An ordinance to provide for the annexation of property known as 1389 River Road (10.94 acres) (TMS #311-00-00-025), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Knapp A Partnership. (DEFERRED)

9. An ordinance to provide for the annexation of property known as 1381 River Road (1.28 acres) (TMS #311-00-00-097), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Knapp A Partnership. (DEFERRED)

10. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1335 King Street Extension (Peninsula) (0.37 acre) (TMS #464-14-00-079) (Council District 4), be rezoned from Light Industrial (LI) classification to Upper Peninsula (UP) classification. The property is owned by Joe Singleton. (DEFERRED) Expires 7.17.19

11. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1335 King Street Extension (Peninsula) (0.37 acre) (TMS #464-14-00-079) (Council District 4), be rezoned from the 2.5 Old City Height District classification to the 4-12 Old City Height District classification. The property is owned by Joe Singleton. (DEFERRED) Expires 7.17.19

12. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on King Street Extension and Montford Avenue (Peninsula) (0.10 acre) (TMS #464-14-00-080) (Council District 4), be rezoned from Single-Family Residential (SR-1) classification to Upper Peninsula (UP) classification. The property is owned by Horace A. Rooke. (DEFERRED) Expires 7.17.19

13. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on King Street Extension and Montford
Avenue (Peninsula) (0.10 acre) (TMS #464-14-00-080) (Council District 4), be rezoned from the 2.5 Old City Height District classification to the 4-12 Old City Height District classification. The property is owned by Horace A. Rooke. (DEFERRED) Expires 7.17.19

14. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 141 Meeting Street and 174 King Street (Peninsula) (1.061 acres) (TMS #457-08-04-003) (Council District 1), be rezoned from General Business (GB) classification to Urban Commercial (UC) classification. The property is owned by SCE&G. (DEFERRED) Expires 8.21.19

15. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to remove residential uses, nursing and personal care uses, and school uses from the Light Industrial (LI) and Heavy Industrial (HI) Zone Districts. (DEFERRED) Expires 5.8.19

16. An ordinance to close and abandon Kinlock Court, a City right-of-way, said right-of-way running westerly approximately 200 feet from meeting street to the Interstate 26 right-of-way; and to further authorize the Mayor to execute Quit Claim Deeds and any other necessary documents, approved as to form by the Office of Corporation Counsel, to the owners of those properties abutting each side of Kinlock Court, conveying to each owner one-half of the width of Kinlock Court as said Kinlock Court abuts each owner’s property, subject to any and all easements or other matters of record. (DEFERRED)

M. Bills up for First Reading

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that Clements Ferry Road (Cainhoy) (approximately 6.0 acres) (TMS #275-00-00-004) (Council District 11), be zoned Rural Residential (RR-1) classification. The property is owned by Murphy Family Property LLC.

2. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that Clements Ferry Road (Cainhoy) (approximately 1.0 acre) (TMS #275-00-00-006) (Council District 11), be zoned Rural Residential (RR-1) classification. The property is owned by Jenkins Family Property LLC.

3. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Section 54-220 Accommodations Overlay Zone, by inserting language to preserve Mixed-Use Neighborhoods; prohibit the displacement of housing by accommodations and consider the effects of housing units to be altered or replaced on the housing stock and whether requirements to protect the affordability of the housing units should be attached to an accommodations special exception approval; prohibit the displacement or reduction of office space by accommodations to be located within areas on the peninsula designated “A-1” on the Accommodations Overlay Zoning Map and on streets with office use as a predominant use; prohibit the displacement of more than 25 percent of ground floor, store front retail space by accommodations uses on streets with ground floor,
store front retail as a dominant use; prohibit an overconcentration of accommodations units within areas on the peninsula designated “A-1” on the Accommodations Overlay Zoning Map; and include a minimum and maximum size for accommodations facilities.(AS AMENDED)

4. An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 54, Section 223(3) to amend the definition of a moped.

5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 217 Ashley Avenue (Peninsula) (0.33 acre) (TMS #460-11-04-080) (Council District 6), be rezoned from Diverse Residential (DR-2F) classification to Limited Business (LB) classification. The property is owned by Trust of Robert J. Lowe, Jr. & Trust of Gwendolyn M. Lowe. (The Planning Commission recommends disapproval.) (DEFERRED) Expires 11.27.19

6. An ordinance to amend Chapter 21, Article II of the Code of the City of Charleston by adding a new Section 21-17 that prohibits building construction operations during certain hours. (DEFERRED)

7. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Sheppard Street and Saint Philip Street (Peninsula) (approximately 0.69 acre) (TMS #460-04-04-078, 460-04-04-080 and 460-04-04-086) (Council District 4), be rezoned to include it in the Short Term Rental Overlay Zone (ST) classification. The property is owned by Lowcountry Marketing Group LLC. (DEFERRED) Expires 7.17.19

8. An ordinance to amend provisions of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Part 17 – Upper Peninsula District pertaining to incentive options and particularly strengthening Workforce Housing; and by amending Sec. 54-201 (V), Base Zoning Districts to correct Upper Peninsula District; and by amending Article 3, Part 2, Sec 54-305 (B) pertaining to Upper Peninsula District; and by amending Article 3, Part 1, Sec. 54-301, Table 3.1 Height, Area and Setback Regulations, footnote 24, pertaining to correcting the Section number; and by amending Article 4, Part 4, Sec. 54-420, Table 1.2 allowed sign types by Zoning District to add Upper Peninsula District; and by amending Article 1, Part 1, Sec. 54-102 (b), Base Zoning District Classifications to add Upper Peninsula District. (DEFERRED) Expires 6.19.19

M. Miscellaneous Business:

1. The next regular meeting of City Council will be Tuesday, May 14, 2019 at 5:00 p.m. at TBA.
schumacheri@charleston-sc.gov three business days prior to the meeting.
City of Charleston

JOHN J. TECKLENBURG
MAYOR

PROCLAMATION

WHEREAS, the Holocaust was the state sponsored systematic, persecution and annihilation of European Jewry by Nazi Germany and its collaborators between 1933 and 1945; and

WHEREAS, we remember with sadness the 11 million people, including six million Jews, who were victims of Hitler's 'final solution' along with those who were persecuted for their religious and political beliefs, sexual orientation, and physical disabilities; and

WHEREAS, we remember with admiration the resisters and rescuers known and unknown who risked and lost their lives to save others; and

WHEREAS, we remember with respect the Survivors who escaped, were sheltered, or who were freed and who lived to contribute so much to our community and to our world; and

WHEREAS, the history of the Holocaust offers an opportunity to reflect on the moral responsibilities of individuals, societies, and governments; and

WHEREAS, we have an obligation to ensure that the memory and legacy of lives lost or forever changed in this horrific event are never forgotten; and

WHEREAS, I encourage all citizens to remember the victims of the Holocaust and to join in the Yom HaShoah Holocaust Remembrance Program events commemorating the Holocaust.

NOW, THEREFORE, I, John J. Tecklenburg, Mayor of the City of Charleston, on behalf of City Council, do hereby proclaim Thursday, May 2, 2019 to be:

YOM HASHOAH HOLOCAUST REMEMBRANCE DAY

and additionally do hereby proclaim the week of April 28 – May 4, 2019 to be:

DAYS OF REMEMBRANCE IN MEMORY OF THE VICTIMS, SURVIVORS, RESCUERS, AND LIBERATORS OF THE HOLOCAUST

IN WITNESS WHEREOF, I do hereby set my hand and cause the seal of Charleston to be affixed, this 23rd day of April in the year of 2019.

John J. Tecklenburg, Mayor

P.O. Box 652, Charleston, South Carolina 29402
843-577-4727  TECKLENBURGJ@CHARLESTON-SC.GOV
City of Charleston

John J. Tecklenburg
Mayor

PROCLAMATION

WHEREAS, Myalgic Encephalomyelitis (ME), also known as Chronic Fatigue Syndrome (CFS), is a severe neuroimmune disease characterized by overwhelming exhaustion, cognitive problems, pain, post-exertional relapse, immune disorders, headaches, cardiac symptoms, dizziness and balance problems, which leaves many ME patients homebound or bedridden for years at a time and as many as 75% unable to work; and

WHEREAS, because of stigma and lack of attention by the government and the research and medical communities, patients struggle to access appropriate medical care and rarely recover due to a lack of treatments, resulting in loss of hope and thus higher rates of suicide; and

WHEREAS, ME afflicts 17 million worldwide, at an annual cost to our country of $18-24 billion dollars per year in lost productivity and medical costs; and

WHEREAS, ME Awareness Day was established to help spread awareness of the disease, the need for research and appropriate medical care and to support individuals and their families living with Myalgic Encephalomyelitis; and

WHEREAS, awareness of ME should lead to increased funding for research by the federal government and private entities and result in better medical care with more accurate diagnosis and appropriate treatments.

NOW, THEREFORE, I, John J. Tecklenburg, Mayor of the City of Charleston, on behalf of City Council and all of our citizens, do hereby proclaim May, 2019 as:

ME/CFS AWARENESS MONTH

and May 12, 2019 as:

ME/CFS AWARENESS DAY

IN WITNESS WHEREOF, I do hereby set my hand and cause the seal of Charleston to be affixed, this 23rd day of April in the year of 2019.

John J. Tecklenburg, Mayor

P.O. Box 652, Charleston, South Carolina 29402
843-577-4727  TECKLENBURGJ@CHARLESTON-SC.GOV
WHEREAS, the City of Charleston wishes to recognize CAPTAIN PAT KEAVENY, USN (Ret) and his efforts as President of the Charleston Council of the Navy League from 2015 to 2019, whose dedication and outstanding results have been extraordinary; and

WHEREAS, the Navy League was created with the support of President Theodore Roosevelt in 1902 as a non-profit civilian, educational and advocacy organization that supports the sea services: the Navy, Coast Guard, Marines and US Flag Merchant Marine; CAPTAIN PAT KEAVENY, USN (Ret) flawlessly led and greatly supported the mission and focus of the Navy League; and

WHEREAS, CAPTAIN PAT KEAVENY, USN (Ret) has worked extremely well to influence the morale of the sea service personnel and their families by his support of the annual award of the top enlisted personnel of the various sea service commands, recognition of ombudsman efforts, and recognition of the top officer and enlisted students of each class of both of the Naval Nuclear Power School and the Navy Nuclear Power Prototype Unit; and

WHEREAS, CAPTAIN PAT KEAVENY, USN (Ret) has provided a powerful force to educate the public on the importance of the sea services with his exceptional support of the commissioning of the USS RALPH JOHNSON (DDG 114) and the USS CHARLESTON (LCS 18); and

WHEREAS, CAPTAIN PAT KEAVENY, USN (Ret) gave the people of the Lowcountry an opportunity to stand proud and be recognized as the best place to commission a Navy ship by some of the highest and most powerful leaders in the country; and

WHEREAS, as a result of the efforts of CAPTAIN PAT KEAVENY, USN (Ret) to support the US Coast Guard, he has in no small measure, influenced the Coast Guard’s decision to bring new ships to our “maritime friendly” City of Charleston; we will see the addition of a new National Security Cutter (NSC) and the initial stationing of the Off Shore Patrol Cutters (OPC) and economic impact of these decisions to the future welfare of Charleston are incalculable; and

WHEREAS, finally, CAPTAIN PAT KEAVENY, USN (Ret) has supervised the Navy League Council members to provide dedicated leadership and support to the Naval Sea Cadets and the Junior Navy ROTC units that have exposed young people to the value of our sea services and his efforts set the stage for the nurturement of future Navy leaders; and

WHEREAS, the City of Charleston congratulates CAPTAIN PAT KEAVENY, USN (Ret) and thanks him for his numerous contributions to the maritime community in the City of Charleston, the State of South Carolina and the United States of America; we wish him success in his future endeavors. Fair winds and following seas!

NOW, THEREFORE, I, John J. Tecklenburg, Mayor of the City of Charleston do hereby proclaim Tuesday, April 23, 2019 as:

CAPTAIN PAT KEAVENY, USN (Ret) DAY

IN WITNESS WHEREOF, I do hereby set my hand and cause the seal of Charleston to be affixed, this 23rd day of April in the year of 2019.

John J. Tecklenburg, Mayor
PUBLIC HEARING (Revised)

The public is hereby advised that the City Council of Charleston will hold a public hearing Tuesday, April 23, 2019 beginning at 5:00 p.m. at City Hall, 80 Broad Street, on the request that the Zoning Ordinance of the City of Charleston be changed in the following respects:

REZONINGS
1. To rezone property located on Maybank Highway and River Road (The Kerr Tract PUD - Johns Island) (Approx. 70.59 acres) (TMS# 345-00-00-090 & 099) from General Office (GO), General Business (GB) and Diverse Residential (DR-9) classifications to Planned Unit Development (PUD) classification.

2. To rezone 200 Spring Street (Peninsula) (0.412 acre) (TMS# 460-11-01-011) to include property in the Accommodations Overlay (A) classification.

ZONING
To zone the following properties annexed into the City of Charleston:
1. 214 Rice Mill Place (Cainhoy) (0.24 acre) (TMS# 269-01-05-023) Single-Family Residential (SR-6).

2. Clements Ferry Road (Cainhoy) (Approximately 16.40 acres) (TMS# 275-00-00-005) Rural Residential (RR-1). (Second Reading)

ORDINANCE AMENDMENTS
1. To amend the Planned Unit Development Master Plan and Development Guidelines for property located on Bees Ferry Road (Verdier Pointe PUD – West Ashley) (Approx. 102.65 ac.) (TMS# 301-00-00-028, 673, 674 & 677).

VANESSA TURNER MAYBANK
Clerk of Council

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 schumacherj@charleston-sc.gov three business days prior to the meeting.

Please insert as a Display Ad in the Post Courier on Sunday, April 7, 2019. Charge account PC103190.

Please insert as a Display Ad in the Charleston Chronicle on Wednesday, April 10, 2019. Please provide an affidavit of publication for all public hearings.
A meeting of the City of Charleston Planning Commission was held at 5:00 p.m., on Wednesday, March 20, 2019 in the Public Meeting Room, 1st Floor, 2 George St. The following applications were considered:

**REZONINGS**

1. **Clements Ferry Rd (Cainhoy) – TMS# 2680000133 (a portion) –** approx. 146.61 ac. Request rezoning from Light Industrial (LI) to General Business (GB) and Diverse Residential (DR-1).
   
   **DEFERRED BY THE APPLICANT**

2. **Maybank Hwy and River Rd (The Kerr Tract PUD - Johns Island) – TMS# 3450000090 & 099 –** approx. 70.59 ac. Request rezoning from General Office (GO), General Business (GB) and Diverse Residential (DR-9) to Planned Unit Development (PUD).
   
   **RECOMMENDED APPROVAL WITH CONDITIONS**

3. **1790 Brockington Ave (West Ashley) – TMS# 3510700043 –** 0.13 ac. Request rezoning from Single-Family-Residential (SR-1) to Limited Business (LB).
   
   **RECOMMENDED APPROVAL OF COMMERCIAL TRANSITIONAL (CT) ZONING**

**SUBDIVISION**

1. **Main St (Ashleyville Subdivision – West Ashley) – TMS# 4181100034 –** 0.676 ac. Requesting subdivision into 6 lots. Zoned SR-4.
   
   **DEFERRED BY THE APPLICANT**

**ZONING**

1. **214 Rice Mill Pl (Cainhoy) TMS# 2690105023 –** 0.24 ac. Request zoning of Single-Family Residential (SR-6). Zoned Manufactured Residential (R2) in Berkeley County.
   
   **RECOMMENDED APPROVAL**

**ORDINANCE AMENDMENTS**

1. **Bees Ferry Rd (Verdier Pointe PUD – West Ashley) TMS# 3010000028, 672, 673, 674 & 677 –** approx. 102.65 ac. Request an amendment to the Planned Unit Development Master Plan and Development Guidelines for this property.
   
   **RECOMMENDED APPROVAL**

2. Request approval to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Section 54-206 and Section 54-207 to make parking for churches a conditional use within the Conservation and all residential zoning districts.
   
   **RECOMMENDED APPROVAL**
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT PROPERTY LOCATED AT MAYBANK HIGHWAY AND RIVER ROAD (THE KERR TRACT PUD - JOHNS ISLAND) (APPROXIMATELY 70.59 ACRES) (TMS #345-00-00-090 AND 345-00-00-099) (COUNCIL DISTRICT 5), BE REZONED FROM GENERAL OFFICE (GO) AND GENERAL BUSINESS (GB) CLASSIFICATION TO PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION. THE PROPERTY IS OWNED BY RHK LLC ET AL. AND JOHN A. AND JAMES J. KERR DEVELOPMENT.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from General Office (GO) and General Business (GB) classification to Planned Unit Development (PUD) classification.

Section 2. The property to be rezoned is described as follows:
Property located at Maybank Highway and River Road (The Kerr Tract PUD - Johns Island) (approximately 70.59 acres) (TMS #345-00-00-090 and 345-00-00-099)

Section 3. This ordinance shall become effective upon ratification.

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

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:
Vanessa Turner Maybank
Clerk of Council
Rezoning 2

Maybank Hwy and River Rd
(The Kerr Tract PUD - Johns Island)

TMS# 3450000090 & 099

approx. 70.59 ac.

Request rezoning from General Office (GO), General Business (GB) and Diverse Residential (DR-9) to Planned Unit Development (PUD).

Applicant: SeamonWhiteside + Associates
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 200 SPRING STREET (PENINSULA) (0.412 ACRE) (TMS #460-11-01-011) (COUNCIL DISTRICT 3), BE REZONED TO BE INCLUDED IN THE ACCOMMODATIONS OVERLAY ZONE (A) CLASSIFICATION. THE PROPERTY IS OWNED BY 200 SPRING STREET DEVELOPMENT LLC.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation to include it in the Accommodations Overlay Zone (A) classification.

Section 2. The property to be rezoned is described as follows:
200 Spring Street (Peninsula) (0.412 acre) (TMS #460-11-01-011)

Section 3. This ordinance shall become effective upon ratification.

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

By:

____________________
John J. Tecklenburg
Mayor, City of Charleston

Attest:

____________________
Vanessa Turner Maybank
Clerk of Council
Rezoning 5
200 Spring St (Peninsula)
TMS# 4601101011
0.412 ac.

Request rezoning to include property in the Accommodations Overlay (A).

Owner/Applicant: 200 Spring Street Development LLC
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 214 RICE MILL PLACE (CAINHOY) (0.24 ACRE) (TMS #269-01-05-023) (COUNCIL DISTRICT 1), ANNEXED INTO THE CITY OF CHARLESTON MARCH 14, 2019 (#2019-018), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-6) CLASSIFICATION. THE PROPERTY IS OWNED BY MATTHEW HUNTER BAKER AND CHELSEA BAKER.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

214 Rice Mill Place (Cainhoy) (0.24 acre) (TMS #269-01-05-023)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-6) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ______ day of 
______________, in the Year of Our Lord 
______________, in the _______ Year of Independence 
of the United States of America.

By: 

John J. Tecklenburg 
Mayor, City of Charleston

Attest: 

Vanessa Turner Maybank 
Clerk of Council
Zoning 1

214 Rice Mill Pl (Cainhoy)

TMS# 2690105023

0.24 ac.

Request zoning of Single-Family Residential (SR-6).
Zoned Manufactured Residential (R2)
in Berkeley County.

Owner: Matthew Hunter Baker & Chelsea Baker
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT PROPERTY ON CLEMENTS FERRY ROAD (CAINHOY) (APPROXIMATELY 16.40 ACRES) (TMS #275-00-00-005) (COUNCIL DISTRICT 1), BE ZONED RURAL RESIDENTIAL (RR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY IVO SANDS LLC.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

Clements Ferry Road (Cainhoys) (approximately 16.40 acres) (TMS #275-00-00-005)

Section 2. That the said parcel of land described above shall be zoned Rural Residential (RR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _______ day of
_____________________ in the Year of Our Lord
__________________, in the ______ Year of Independence
of the United States of America.

By:

______________________________
John J. Tecklenburg
Mayor, City of Charleston

Attest:

______________________________
Vanessa Turner Maybank
Clerk of Council
Zoning

Clements Ferry Road (Cainhoy)

TMS# 2750000005

Approximately 16.40 ac.

Request zoning of Rural Residential (RR-1).
Zoned Multifamily Manufactured Residential (R1-MM)
in Berkeley County.

Owner: IVO SANDS LLC
AN ORDINANCE

TO AMEND THE VERDIER POINTE PLANNED UNIT DEVELOPMENT MASTER PLAN AND DEVELOPMENT GUIDELINES, ADOPTED BY ORDINANCE #2008-158, BY MODIFYING THE LAND DEVELOPMENT GUIDELINES AND ASSOCIATED SITE PLAN FOR PROPERTIES LOCATED ON BEES FERRY ROAD (TMS# 301-00-00-028, 301-00-00-673, 301-00-00-674 AND 301-00-00-677).

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

Section 1. That the ordinance adopting the Verdier Pointe Planned Unit Development Master Plan and Development Guidelines be amended by inserting at the end of the PUD document the attached exhibit entitled “Amendment to Zoning Regulations for Verdier Pointe Planned Unit District,” including the revised site plan, and making it part of the PUD document.

Section 2. The Verdier Pointe Planned Unit Development Master Plan and Development Guidelines be amended for property described as follows:

Property located on Bees Ferry Road (TMS# 301-00-00-028, 301-00-00-673, 301-00-00-674 and 301-00-00-677).

Section 3. This Ordinance shall become effective upon ratification.

Ratified in City Council this ___ day of
____________________ in the Year of Our Lord
2019, in the ___ Year of Independence of the
United States of America.

By:
John J. Tecklenburg
Mayor, City of Charleston

Attest:
Vanessa Turner Maybank
Clerk of Council
Amendment to
Zoning Regulations
for
Verdier Pointe Planned Unit District
(Ratification # 2008-158)
Dated: December 9, 2008
Revised: May 25, 2018
Revised: June 20, 2018 (Minor PUD Amendment)
Proposed Revision: November 26, 2018 (Major PUD Amendment)

The following are amendments to the zoning regulations, for the previously approved and amended Verdier Pointe Planned Unit District

Relationship to the Official Zoning Ordinance
The Development Guidelines for Verdier Pointe Planned Unit District, attached hereto and made a part hereof, are part of the PUD conditional use Master Plan application submitted in accordance with the Zoning Ordinance of the City of Charleston, Article 2, Part 7 Section 54-250, et seq. The Zoning Ordinance of the City of Charleston is incorporated herein by reference, except as amended herein.

No person shall erect or alter any building, structure, or sign on any tract of land or use any tract of land within the Verdier Pointe PUD except in conformance with these guidelines and regulations. Unless modified herein, definitions of terms used in the Development Guidelines shall follow definitions listed in the Zoning Ordinance of the City of Charleston, as amended from time to time. Administration and enforcement of the adopted Verdier Pointe PUD Master Plan shall follow Article 9 of the Zoning Ordinance of the City of Charleston.

Purpose and Intent:
The purpose and intent for the Verdier Pointe community will remain the same. The amendment is to allow for a wider range of fee simple single-family home options by permitting attached and detached products.

The proposed community plan for the tract includes attached and detached single-family residences in the northwest and central portions of the tract. These homes will be the community’s Single Family Residential (“SFR”) central portions of the tract. The SFR district will consist of two picturesque walkable single-family attached and/or detached neighborhoods nestled in a natural environment with preserved wooded and wetland areas along with active and passive community open space. Interconnected trails will provide pedestrian access between the neighborhoods, to the commercial village and its businesses/services, and to the parcels adjacent to the community. The SFR district will also work hand in hand with the development’s Multi-Family District (“MFD”) in the tract’s northeastern corner to form an active and livable residential community. The MFD will provide entry-level residences for the community, as well as opportunities for individuals and families looking for an alternative living environment to the traditional single detached family homes. This portion of the tract, while more densely developed, will have access to the amenities and open natural environments of SFR district, along with additional active open space in an attractive, modern multi-family community. With access to the community’s open space and walking trails and connectivity to the commercial village district and its community services, the MFD will provide a well price alternative to the SFR district.
Land Uses:
All land uses will remain the same. The Single Family Residential (SFR) will be amended to allow for single-family attached residence along with the detached residence. The allotted dwelling units may be shifted between land uses as long as they don’t exceed the 5.75 du/ac Proposed Net Density based on the Maximum Proposed DU.

Amended Table 1.1
The proposed land use is as follows: (all acreages are approximate)

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Net Acre (Gross Area)**</th>
<th>Maximum Proposed Dwelling Units*** (“DU”)</th>
<th>Minimum Proposed “DU”</th>
<th>Maximum Proposed Commercial Area</th>
<th>Minimum Proposed Commercial Area</th>
<th>Proposed Net Density (Based on Maximum Proposed DU)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Village District (CVD)</td>
<td>24.77 Ac</td>
<td>40 DU</td>
<td>0 DU</td>
<td>1800,000 sf</td>
<td>90,000 sf</td>
<td>1.61 du/ac</td>
</tr>
<tr>
<td></td>
<td>24.01 Ac</td>
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<td></td>
<td></td>
<td></td>
<td>1.66 du/ac</td>
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<td></td>
<td>(25.45 Ac)</td>
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<tr>
<td></td>
<td>24.99 Ac</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-Family District (MFD)</td>
<td>20.78 Ac</td>
<td>304 DU</td>
<td>264 DU</td>
<td>288 DU Existing</td>
<td>0</td>
<td>14.62 du/ac</td>
</tr>
<tr>
<td></td>
<td>20.73 Ac</td>
<td></td>
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<tr>
<td></td>
<td>(24.44 Ac)</td>
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<tr>
<td></td>
<td>24.35 Ac</td>
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<td></td>
</tr>
<tr>
<td>Single Family Residential (SFR)</td>
<td>25.80 Ac</td>
<td>224 DU</td>
<td>60 DU</td>
<td>146 DU</td>
<td>0</td>
<td>2.46 du/ac</td>
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<td></td>
<td>37.73 Ac</td>
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<tr>
<td></td>
<td>(52.76 Ac)</td>
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<td></td>
<td>(53.31 Ac)</td>
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<tr>
<td>Totals:</td>
<td>82.47 Ac</td>
<td>468 DU</td>
<td>324 DU</td>
<td>474 DU</td>
<td>1800,000 sf</td>
<td>5.75 du/ac</td>
</tr>
<tr>
<td></td>
<td>(102.65 Ac)</td>
<td></td>
<td></td>
<td></td>
<td>90,000 sf</td>
<td>(blended net density)</td>
</tr>
</tbody>
</table>

*Existing highland plus 2.15 ac of filled non-jurisdictional wetlands
** Acreage adjusted per property subdivisions and U.S. Army Corps of Engineer permits to fill wetlands.
*** Dwelling units may be shifted between land uses but cannot exceed the 5.75 du/ac from the Proposed Net Density Total for the PUD.

Permitted uses and District Regulations:
The following amendments are for the SFR Standards and Regulations only. Standards and Regulations for the CVD and MFD will remain.

SFR Standards and Regulations
The SFR district is the single family fee simple neighborhood component of the development that will provide a pedestrian friendly, livable community to compliment the CVD and MFD components of Verdier Point.

A. Permitted residential uses allowed within the Single-family Residential (SFR) District include attached and detached single-family residences in accordance with the Zoning Ordinance.

B. Height Limitations, Maximum: three and one-half (3 1/2) stories, ground floor parking counting as a story. The maximum height permitted for a land use area in a FEMA flood zone shall be the height allowed per the land use district as governed by the PUD measured from the base flood elevation.

C. Lot Frontage: Minimum fifty-five (55) thirty-five (35) feet. A Minimum lot frontage of thirty (30)-twenty-five (25) feet is allowed on curves.

D. Front Setback for the principal building: 15 feet min. non-conditioned spaces, such as porches shall be allowed in the front setback.

E. Side setbacks for principal buildings: 5 feet

F. Rear setback for the principle building: 25 10 feet

G. Open space shall be calculated cumulatively throughout the district not per lot.
H. Lot coverage: 35% 40%
I. Accessory Buildings shall be permitted and the following standards shall apply:
   a. Front setback: 60 feet
   b. Side setback: 9 feet
   c. No additional dwelling units allowed
   d. Fences and walls are limited to 6 feet
   e. Parking and loading requirements shall be by the parking and loading section above.
J. Allow no more than five (5) attached single family dwellings in a continuous row and no such row of attached dwellings shall exceed two hundred (200) feet in length.

**Amended Exhibits:**
- Amended Conceptual Master Land Use Exhibit
City of Charleston

JOHN J. TECKLENBURG
MAYOR

MEMORANDUM

TO: City Councilmembers

FROM: John J. Tecklenburg, Mayor

DATE: April 26, 2019

RE: Women and Minority Business Enterprise Advisory Committee

The Women and Minority Business Enterprise Advisory Committee shall consist of at least 7 but no more than 11 individuals, representing minority business owners, lenders, government agencies, advocacy organizations, and critical stakeholders that represent the business interests of women and minority owned businesses. Committee members shall serve a two-year term. The purpose of the advisory committee is to provide recommendations to the Minority Business Enterprise Manager to support the goals and objectives of that office such as development strategies, policies, and operational procedures for the City of Charleston.

I am recommending the following 11 individuals for appointment to the Women and Minority Business Enterprise Advisory Committee.

The following are my recommendations for the Women and Minority Business Enterprise Advisory Committee:

- Joan Robinson Berry – new appointment – term expires 2/29/2020
- Perrin Middleton – new appointment – term expires 2/28/2021
- Mary Butler – new appointment – term expires 2/29/2020
- Sam Skardon – new appointment – term expires 2/28/2021
- Gerald Truesdale – new appointment – term expires 2/29/2020
- Marcella Brucellaria – new appointment – term expires 2/28/2021
- Antoinette Dawson – new appointment – term expires 2/29/2020
- Nejeema Davis Washington – new appointment – term expires 2/28/2021
- Karen Wright Chisolm – new appointment – term expires 2/28/2021
- Thomas Frisby – new appointment – term expires 2/28/2021
The Commission on History consists of thirteen (13) members, two of whom shall be members of city council. Consideration shall be given to professionals in and to persons demonstrating knowledge of and appreciation for the fields of history, preservation, and historical curatorship. Members of the Commission shall serve for a term of one year or until their successors have been appointed and qualified.

I am recommending Dale Theiling for appointment to the History Commission. Mr. Theiling has served as the Executive Officer of the Washington Light Infantry and member and past Chairman of the Washington Light Infantry and Sumter Guard Board of Officers. In addition, he has also served on the City’s Marion Square Commission, the Scientific Committee of the South Carolina Aquarium during it development, and the advisory Committee of the Maritime Center during its development.

The following are my recommendations for the Commission on History:

- Dale Theiling – new appointment – term expires 2/29/2020
- Harry Griffin – reappointment – term expires 2/29/2020
- Harlan Greene – reappointment – term expires 2/29/2020
- David McCormack – reappointment – term expires 2/29/2020
- Mickey Rosenblum – reappointment – term expires 2/29/2020
- Damon Fordham – reappointment – term expires 2/29/2020
- Nicholas Butler – reappointment – term expires 2/29/2020
- Margaret Eastman – reappointment – term expires 2/29/2020
- Wilmont Fraser – reappointment – term expires 2/29/2020
- Angela Mack – reappointment – term expires 2/29/2020
TO: City Councilmembers
FROM: John J. Tecklenburg, Mayor
DATE: April 26, 2019
RE: Board of Zoning Appeals—Site Design

The Board of Zoning Appeals—Site Design shall consist of seven (7) citizens of the city of Charleston who do not hold any other public office or position in the city of Charleston and are appointed by City Council. Board members shall be citizens of the City of Charleston, with the exception of the professions required by this ordinance whom may be non-citizen owners or principals of a business within the City of Charleston. Of the members appointed, one (1) shall be in real estate, one (1) an attorney, one (1) an engineer, one (1) a landscape architect and one (1) a horticulturist, forester or arborist.

I am recommending Joel Adrian and Amanda Graham Barton for reappointment to the Board of Zoning Appeals—Site Design. Both are qualified candidates who have served the board with near perfect attendance.

The following are my recommendations for the Board of Zoning Appeals—Zoning:

- Joel Adrian – Reappointment – term expires 2/28/2022
- Amanda Graham Barton – Reappointment – term expires 2/28/2022
STATE OF SOUTH CAROLINA  ) EXCLUSIVE STORM WATER
COUNTY OF CHARLESTON   ) DRAINAGE EASEMENT AGREEMENT
CITY OF CHARLESTON     ) CITY OF CHARLESTON

This Exclusive Storm Water Drainage Easement Agreement (this “Agreement”) is made and entered into this 13th day of November 2018, by and between Kim Hendriks ("Grantor") and the City of Charleston, a South Carolina municipality (the “City” or “Grantee”).

WHEREAS, the City desires to install, expand, and/or maintain storm water drainage ditches and appurtenances (the “Storm Water System”) across that certain piece, parcel or tract of land owned by Grantor and more fully described on Exhibit 1, attached hereto and incorporated herein by reference (the “Property”), and, to accomplish this objective, the City also desires to obtain an easement from Grantor, permitting the City to install, expand, and/or maintain the Storm Water System through the Property, as more particularly set forth in this Agreement; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and in further consideration of the foregoing recitals and the benefits to be derived to the Property by the Storm Water System, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release and convey unto Grantee, its successors and assigns, that certain permanent, exclusive storm water drainage easement (the “Easement”) as shown on that certain plat prepared by E.M. Seabrook, Jr., Inc. entitled, “Sherwood Forest, City of Charleston, Charleston County, S.C. – Plat of a New 20’ Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C” dated October 6, 2017, revised September 20, 2018, and recorded on ______________________, in Plat Book ______ at Page ______ in the Register of Deeds for Charleston County, South Carolina (the “Plat”), for the purpose of installing, expanding, and maintaining the Storm Water System through the Property for the benefit of the Property and other properties in the area. A copy of the Plat is attached hereto and incorporated herein by reference as Exhibit II.

Said Easement having such size, shape, location, measurements, and buttins and boundings as shown on said Plat, reference to which is hereby made for a more complete and accurate description.

The City shall at all times have the right of ingress and egress to the land affected by the said Easement for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. The Easement shall be commercial in nature and shall run with title to the Property.

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 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 area 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 during the conduct of the City's allowable activities as described above.

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.

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, the parties hereto have set their hands and seals, by and through the undersigned agents, as of the day and year first above-written.

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON

By: Laura S. Cabiness
Its: Director of Public Service

STATE OF SOUTH CAROLINA  }
 COUNTY OF CHARLESTON  )

THE FOREGOING instrument was acknowledged before me this ___ day of
-------------------------------, 2018 by the City of Charleston, by Laura S. Cabiness, its Director of Public Service.

Signature: ____________________________
Print Name of Notary: ____________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

[SEAL OF NOTARY]

Witness #1

Witness #2

OWNERS:

Kim Hendriks

STATE OF SOUTH CAROLINA  }
 COUNTY OF CHARLESTON  )

THE FOREGOING instrument was acknowledged before me this ___ day of
-------------------------------, 2018 by Kim Hendriks.

Signature: ____________________________
Print Name of Notary: ____________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

[SEAL OF NOTARY]
EXHIBIT I

Legal Description of Property

All that lost, piece, or parcel of land, with the buildings and improvements thereon, situate, lying and being in St. Andres Parish, Charleston County, State of South Carolina, and fully described and designated as Lot No. 50 Section "C" on a Plat of a portion of the subdivision of Ardmore, known as Section "C", which plat was made by Guillard & Gaillard, Surveyors, from survey made August 5, 1949, and recorded in the RMC Office for Charleston County, South Carolina, in Plat Book H, page 69, May 31, 1951, reference to which Plat is craved for a full description of the metes and bounds of said lot.

Being the same premises conveyed to Lula Marie Stevenson and John W. Stevenson by deed from Arnold A. Petsch dated May 23, 1961 and recorded May 23, 1961 in the RMC Office for Charleston County in Book Z-72 at page 322. And to Lula Maria Stevenson by a Devise and Descent of John W. Stevenson who died on January 13, 1990 dated March 12, 1990 and filed March 22,1990 in 90 ES 10-00111.
EXHIBIT II

[Attach Plat prepared by E.M. Seabrook, Jr., Inc. titled "Sherwood Forest, City of Charleston, Charleston County, S.C. - Plat of a New 20' Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C" dated 10/06/17, as revised 9/20/18]
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

EXCLUSIVE STORM WATER
DRAINAGE EASEMENT AGREEMENT
CITY OF CHARLESTON

This Exclusive Storm Water Drainage Easement Agreement (this "Agreement") is made and entered into this _____ day of ___________ 2018, by and between Port Properties, LLC ("Grantor") and the City of Charleston, a South Carolina municipality (the "City" or "Grantee").

WHEREAS, the City desires to install, expand, replace and/or maintain storm water drainage ditches and appurtenances (the "Storm Water System") across those certain pieces, parcels or tracts of land owned by Grantor and more fully described on Exhibit I, attached hereto and incorporated herein by reference (the "Property"), and, to accomplish this objective, the City also desires to obtain an easement from Grantor, permitting the City to install, expand, replace and/or maintain the Storm Water System through the Property, as more particularly set forth in this Agreement; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and in further consideration of the foregoing recitals and the benefits to be derived to the Property by the Storm Water System, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release and convey unto Grantee, its successors and assigns, that certain permanent, exclusive storm water drainage easement (the "Easement") as shown on that certain plat prepared by E.M. Seabrook, Jr., Inc. entitled, "Sherwood Forest, City of Charleston, Charleston County, S.C. – Plat of a New 20’ Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A. B. and C” dated October 6, 2017, revised September 20, 2018, and recorded on _________________, in Plat Book ________ at Page _______ in the Register of Deeds for Charleston County, South Carolina (the "Plat"), for the purpose of installing, expanding, replacing and/or maintaining the Storm Water System through the Property for the benefit of the Property and other properties in the area. A copy of the Plat is attached hereto and incorporated herein by reference as Exhibit II.

SAID EASEMENT having such size, shape, location, measurements, and buttings and boundings, as shown on said Plat, reference to, which is hereby made for a more complete and accurate description.

The City shall at all times have the right of ingress and egress to the land affected by the said Easement, which shall include vehicular access and parking, for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. The Easement shall be commercial in nature and shall run with title to the Property.

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 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 area and in such case Grantor shall grant to City a temporary easement over the Property for the purpose of such relocation.

The City agrees that it shall repair and replace any grass damaged as a result of the installation of the Storm Water System. Grantor agrees that City has no obligation to repair, replace, relocate or compensate Grantor for any trees, plants, shrubs, landscaping, pavement, gravel, sidewalks, driveways, parking lots or other elements damaged or destroyed within the confines of the Easement, other than mentioned herein, during the conduct of the City's allowable activities as described above.

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.

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, the parties hereto have set their hands and seals, by and through the undersigned agents, as of the day and year first above written.

WITNESSES

Witness #1

Witness #2

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CITY OF CHARLESTON

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this _ day of ________, 2018 by the City of Charleston, by Tom O'Brien, its Director of Public Service.

Signature: ____________________________
Print Name of Notary: ____________________________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

[SEAL OF NOTARY]

Witness #1
Donal Killion
Witness #2

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this 4th day of March, 2019 by Port Properties, LLC, by Linda Derbyshire, its Member.

Signature: ____________________________________________
Print Name of Notary: ____________________________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

[SEAL OF NOTARY]
EXHIBIT I
Legal Description of Property

All that certain piece, parcel of land, together with the buildings and improvements thereon, situate, lying and being in the County of Charleston, State of South Carolina, known and designated as Lot No. 19 in Section A on a plat of the subdivision known as Sherwood Forest made by W.L. Gaillard, Surveyor, dated August 1953, and recorded the office the ROD for Charleston County in Plat Book J, Page 55; said lot having such size, shape, and dimensions, more or less, as will by reference to said plat more fully and at large appear and being bounded as shown on said plat.

Being the same property conveyed to Mary Louise Alston by Deed of Kenneth R. Waggoner and Norma R. Waggoner dated September 30, 1985, and recorded in the ROD Office for Charleston County in Book T-148 at Page 751.

TMS# 350-02-00-059

Street Address: 856 Prince John Drive
Charleston, SC 29407
EXHIBIT II

[Attach Plat prepared by E.M. Seabrook, Jr., Inc. titled "Sherwood Forest, City of Charleston, Charleston County, S.C. – Plat of a New 20' Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C" dated 10/06/17, as revised 9/20/18]
STATE OF SOUTH CAROLINA   ) EXCLUSIVE STORM WATER
COUNTY OF CHARLESTON    ) DRAINAGE EASEMENT AGREEMENT
                           ) CITY OF CHARLESTON

This Exclusive Storm Water Drainage Easement Agreement (this "Agreement") is made
and entered into this _____ day of __________, 2018, by and between Richard P. Hutchings
(“Grantor”) and the City of Charleston, a South Carolina municipality (the “City” or “Grantee”).

WHEREAS, the City desires to install, expand, and/or maintain storm water drainage
ditches and appurtenances (the “Storm Water System”) across that certain piece, parcel or tract of
land owned by Grantor and more fully described on Exhibit I, attached hereto and incorporated
herein by reference (the “Property”), and, to accomplish this objective, the City also desires to
obtain an easement from Grantor, permitting the City to install, expand, and/or maintain the Storm
Water System through the Property, as more particularly set forth in this Agreement; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor, for and
in consideration of the sum of Ten and no/100 Dollars ($10.00) and in further consideration of the
foregoing recitals and the benefits to be derived to the Property by the Storm Water System, the
receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, released
and conveyed, and by these presents does grant, bargain, sell, release and convey unto Grantee, its
successors and assigns, that certain permanent, exclusive storm water drainage easement (the
"Easement") as shown on that certain plat prepared by E.M. Seabrook, Jr., Inc. entitled, "Sherwood
Forest, City of Charleston, Charleston County, S.C. – Plat of a New 20’ Drainage Easement Being
Granted to the City of Charleston Across Portions of Sections A, B, and C” dated October 6, 2017,
revised September 20, 2018, and recorded on ________________________, in Plat Book ______
at Page _____ in the Register of Deeds for Charleston County, South Carolina (the “Plat”), for
the purpose of installing, expanding, and maintaining the Storm Water System through the
Property for the benefit of the Property and other properties in the area. A copy of the Plat is
attached hereto and incorporated herein by reference as Exhibit II.

SAID EASEMENT having such size, shape, location, measurements, and buttngs and
boundings as shown on said Plat, reference to which is hereby made for a more complete and
accurate description.

The City shall at all times have the right of ingress and egress to the land affected by the
said Easement for purposes of periodic inspection, maintenance, repair and replacement of the
Storm Water System. The Easement shall be commercial in nature and shall run with title to the
Property.

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 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 area 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 during the conduct of the City's allowable activities as described above.

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.

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, the parties hereto have set their hands and seals, by and through the undersigned agents, as of the day and year first above-written.

WITNESSES:  

Witness #1  

Witness #2  

CITY OF CHARLESTON  

By: Laura S. Cabiness  
Its: Director of Public Service  

STATE OF SOUTH CAROLINA  

)  

ACKNOWLEDGEMENT  

COUNTY OF CHARLESTON  

THE FOREGOING instrument was acknowledged before me this ___ day of ---------------------, 2018 by the City of Charleston, by Laura S. Cabiness, its Director of Public Service.

Signature:  

Print Name of Notary:  

Notary Public for South Carolina  
My Commission Expires:  

[SEAL OF NOTARY]

OWNER:  

Richard P. Hutchings  

STATE OF SOUTH CAROLINA  

)  

ACKNOWLEDGEMENT  

COUNTY OF CHARLESTON  

THE FOREGOING instrument was acknowledged before me this 28th day of  

January  

2018 by Richard P. Hutchings.

Signature:  

Print Name of Notary:  

Notary Public for South Carolina  
My Commission Expires:  

[SEAL OF NOTARY]
EXHIBIT I

Legal Description of Property

All that lot, piece or parcel of land, together with the buildings and improvements thereon, situate, lying and being in the County of Charleston, State of South Carolina, known and designated as Lot No. 16 in Section A on a plat of the subdivision known as Sherwood Forest made by W.L. Gaillard, Surveyor, dated August, 1953 and recorded in the RMC Office (now the Register of Deeds Office) for Charleston County in Plat Book J, Page 55; said lot having such size, shape, and dimensions, more or less, as will by reference to the said plat more fully appear and being bounded as shown on said plat.

This being the same property conveyed to Richard P. Hutchings by deed from Lori A. Mulkin dated September 23, 2011 and recorded September 28, 2011 in Book 0209 at Page 480 in the RMC Office (now the Register of Deeds Office) for Charleston County, South Carolina.

TMS# 350-02-00-062

Street Address: 1627 West Robinhood Drive
Charleston, SC 29407
EXHIBIT II

[Attach Plat prepared by E.M. Seabrook, Jr., Inc. titled “Sherwood Forest, City of Charleston, Charleston County, S.C. - Plat of a New 20’ Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C” dated 10/06/17, as revised 9/20/18]
STATE OF SOUTH CAROLINA ) EXCLUSIVE STORM WATER
COUNTY OF CHARLESTON ) DRAINAGE EASEMENT AGREEMENT
CITY OF CHARLESTON ) CITY OF CHARLESTON

This Exclusive Storm Water Drainage Easement Agreement (this “Agreement”) is made and entered into this _____ day of _______________2018, by and between David Michael O’Driscoll (“Grantor”) and the City of Charleston, a South Carolina municipality (the “City” or “Grantee”).

WHEREAS, the City desires to install, expand, and/or maintain storm water drainage ditches and appurtenances (the “Storm Water System”) across that certain piece, parcel or tract of land owned by Grantor and more fully described on Exhibit I, attached hereto and incorporated herein by reference (the “Property”), and, to accomplish this objective, the City also desires to obtain an easement from Grantor, permitting the City to install, expand, and/or maintain the Storm Water System through the Property, as more particularly set forth in this Agreement; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and in further consideration of the foregoing recitals and the benefits to be derived to the Property by the Storm Water System, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release and convey unto Grantee, its successors and assigns, that certain permanent, exclusive storm water drainage easement (the “Easement”) as shown on that certain plat prepared by E.M. Seabrook, Jr., Inc. entitled, “Sherwood Forest, City of Charleston, Charleston County, S.C. – Plat of a New 20’ Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C” dated October 6, 2017, revised September 20, 2018, and recorded on _______________ in Plat Book ______ at Page ______ in the Register of Deeds for Charleston County, South Carolina (the “Plat”), for the purpose of installing, expanding, and maintaining the Storm Water System through the Property for the benefit of the Property and other properties in the area. A copy of the Plat is attached hereto and incorporated herein by reference as Exhibit II.

SAID EASEMENT having such size, shape, location, measurements, and buttins and boundins as shown on said Plat, reference to which is hereby made for a more complete and accurate description.

The City shall at all times have the right of ingress and egress to the land affected by the said Easement for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. The Easement shall be commercial in nature and shall run with title to the Property.

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 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 area 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 during the conduct of the City’s allowable activities as described above.

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.

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, the parties hereto have set their hands and seals, by and through the undersigned agents, as of the day and year first above-written.

WITNESSES: 

Witness #1

Witness #2

CITY OF CHARLESTON

By: Laura S. Cabiness
Its: Director of Public Service

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this _____ day of ______________________, 2018 by the City of Charleston, by Laura S. Cabiness, its Director of Public Service.

Signature: _____________________________________________
Print Name of Notary: ______________________________________
Notary Public for South Carolina
My Commission Expires: _________________________________

[SEAL OF NOTARY]

OWNER:

David Michael O'Driscoll

Witness #1

Witness #2

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this 12th day of December, 2018 by David Michael O'Driscoll.

Signature: _____________________________________________
Print Name of Notary: ______________________________________
Notary Public for South Carolina
My Commission Expires: _________________________________

[SEAL OF NOTARY]
EXHIBIT I

Legal Description of Property

All that lot, piece, or parcel of land, situate, lying and being in the County of Charleston, State of South Carolina, known and designated as Lot 17, in Section A, on a plat of the subdivision known as Sherwood Forest made by W. L. Gaillard, surveyor dated August 1953, and recorded in the RMC Office (now the Register of Deeds Office) for Charleston County in Plat Book J, page 55. Said lot having such size, shape, and dimensions more or less, as will be reference to the said plat more fully appear and being bounded as shown on said plat.

This being the same property conveyed to David Michael O’Driscoll, Daniel Wayne O’Driscoll, Vikki Lynne O’Driscoll and Dottie Marie Wear, subject to a life estate, from Edna P. O’Driscoll by deed dated March 17, 2005 and recorded August 5, 2005 in the RMC Office (now the Register of Deeds Office) for Charleston County, South Carolina, in Book E548 at Page 001. Upon the death of Edna P. O’Driscoll, Daniel Wayne O’Driscoll conveyed his interest to David Michael O’Driscoll by Quit Claim Deed dated July 17, 2007 and recorded on August 2, 2007 in the RMC Office (now the Register of Deeds Office) for Charleston County, South Carolina, in Book J634, Page 775; and Vikki Lynne O’Driscoll conveyed her interest to David Michael O’Driscoll by Quit Claim Deed dated July 13, 2007 and recorded on August 2, 2007 in the RMC Office (now the Register of Deeds Office) for Charleston County, South Carolina, in Book J634, Page 781; and Dottie Marie Wear conveyed her interest to David Michael O’Driscoll by Quit Claim Deed dated July 26, 2007 and recorded on August 2, 2007 in the RMC Office (now the Register of Deeds Office) for Charleston County, South Carolina, in Book J634, Page 904.

TMS# 350-02-00-061

Street Address: 1633 West Robinhood Drive
Charleston, SC 29407
EXHIBIT II

[Attach Plat prepared by E.M. Scabrook, Jr., Inc. titled "Sherwood Forest, City of Charleston, Charleston County, S.C. – Plat of a New 20’ Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C" dated 10/06/17, as revised 9/20/18]
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

EXCLUSIVE STORM WATER  
DRAINAGE EASEMENT AGREEMENT  
CITY OF CHARLESTON

This Exclusive Storm Water Drainage Easement Agreement (this “Agreement”) is made and entered into this ______ day of ____________2018, by and between Bryan Tulle (“Grantor”) and the City of Charleston, a South Carolina municipality (the “City” or “Grantee”).

WHEREAS, the City desires to install, expand, and/or maintain storm water drainage ditches and appurtenances (the “Storm Water System”) across that certain piece, parcel or tract of land owned by Grantor and more fully described on Exhibit I, attached hereto and incorporated herein by reference (the “Property”), and, to accomplish this objective, the City also desires to obtain an easement from Grantor, permitting the City to install, expand, and/or maintain the Storm Water System through the Property, as more particularly set forth in this Agreement; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and in further consideration of the foregoing recitals and the benefits to be derived to the Property by the Storm Water System, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release and convey unto Grantee, its successors and assigns, that certain permanent, exclusive storm water drainage easement (the “Easement”) as shown on that certain plat prepared by E.M. Seabrook, Jr., Inc. entitled, “Sherwood Forest, City of Charleston, Charleston County, S.C. – Plat of a New 20’ Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C” dated October 6, 2017, revised September 20, 2018, and recorded on _________________, in Plat Book ______ at Page ______ in the Register of Deeds for Charleston County, South Carolina (the “Plat”), for the purpose of installing, expanding, and maintaining the Storm Water System through the Property for the benefit of the Property and other properties in the area. A copy of the Plat is attached hereto and incorporated herein by reference as Exhibit II.

Said EASEMENT having such size, shape, location, measurements, and buttins and boundins as shown on said Plat, reference to which is hereby made for a more complete and accurate description.

The City shall at all times have the right of ingress and egress to the land affected by the said Easement for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. The Easement shall be commercial in nature and shall run with title to the Property.

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 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 area 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 during the conduct of the City’s allowable activities as described above.

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.

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 whatsoever lawfully claiming or to claim the same or any part thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the parties hereto have set their hands and seals, by and through the undersigned agents, as of the day and year first above-written.

WITNESSES:

Witness #1

Witness #2

CITY OF CHARLESTON

By: Laura S. Cabiness
Its: Director of Public Service

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this _____ day of ____________, 2018 by the City of Charleston, by Laura S. Cabiness, its Director of Public Service.

Signature: ____________________________
Print Name of Notary: ____________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

[SEAL OF NOTARY]

Owner: ________________________________
Bryan Tullo

Witness #1

Witness #2

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this ___ day of November, 2018 by Bryan Tullo.

Signature: ____________________________
Print Name of Notary: ____________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

[SEAL OF NOTARY]
EXHIBIT I

Legal Description of Property

All that lot, piece or parcel of land with the buildings and improvements thereon, situate, lying and being in the county of Charleston, State of South Carolina, known and designated as Lot 20 in Section A on a plat of the Subdivision known as Sherwood Forest made by W.L. Gaillard, Surveyor, dated August 1953 and recorded in the RMC Office (now the Register of Deeds Office) for Charleston County in Plat Book J at page 55.

Being the same property conveyed to Bryan Tullo by deed from Rhoda Koltick dated March 22, 2016 and recorded in the RMC Office (now the Register of Deeds Office) for Charleston County on April 1, 2016 in Book 0544 at Page 497.

TMS# 350-02-00-058

Street Address: 852 Prince John Drive
Charleston, SC 29407
EXHIBIT II

[Attach Plat prepared by E.M. Seabrook, Jr., Inc. titled “Sherwood Forest, City of Charleston, Charleston County, S.C. – Plat of a New 20’ Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C” dated 10/06/17, as revised 9/20/18]
STATE OF SOUTH CAROLINA ) EXCLUSIVE STORM WATER
COUNTY OF CHARLESTON ) DRAINAGE EASEMENT AGREEMENT
CITY OF CHARLESTON )

This Exclusive Storm Water Drainage Easement Agreement (this “Agreement”) is made and entered into this _____ day of ______________ 2018, by and between Bruce H. Brown and Deborah H. Brown (“Grantors”) and the City of Charleston, a South Carolina municipality (the “City” or “Grantee”).

WHEREAS, the City desires to install, expand, and/or maintain storm water drainage ditches and appurtenances (the “Storm Water System”) across that certain piece, parcel or tract of land owned by Grantors and more fully described on Exhibit I, attached hereto and incorporated herein by reference (the “Property”), and, to accomplish this objective, the City also desires to obtain an easement from Grantors, permitting the City to install, expand, and/or maintain the Storm Water System through the Property, as more particularly set forth in this Agreement; and

WHEREAS, Grantors desire to cooperate with the City and to grant unto the City that certain permanent and exclusive storm water drainage easement in and to the Property necessary to install, expand, and/or maintain the Storm Water System.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantors, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and in further consideration of the foregoing recitals and the benefits to be derived to the Property by the Storm Water System, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold, released and conveyed, and by these presents do grant, bargain, sell, release and convey unto Grantee, its successors and assigns, that certain permanent, exclusive storm water drainage easement (the “Easement”) as shown on that certain plat prepared by E.M. Seabrook, Jr., Inc. entitled, “Sherwood Forest, City of Charleston, Charleston County, S.C. – Plat of a New 20’ Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C” dated October 6, 2017, revised September 20, 2018, and recorded on ________________, in Plat Book _____ at Page _____ in the Register of Deeds for Charleston County, South Carolina (the “Plat”), for the purpose of installing, expanding, and maintaining the Storm Water System through the Property for the benefit of the Property and other properties in the area. A copy of the Plat is attached hereto and incorporated herein by reference as Exhibit II.

SAID EASEMENT having such size, shape, location, measurements, and buttings and bounding as shown on said Plat, reference to which is hereby made for a more complete and accurate description.

The City shall at all times have the right of ingress and egress to the land affected by the said Easement for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. The Easement shall be commercial in nature and shall run with title to the Property.

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 and Grantors
understand and agree that City has no obligation to repair, replace, relocate or compensate Grantors for such removal; provided, however, that City may, at City's sole discretion, relocate such structures outside of the Easement area and in such case Grantors shall grant to City a temporary easement over the Property for the purpose of such relocation. Grantors also agree that City has no obligation to repair, replace, relocate or compensate Grantors for any trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Easement during the conduct of the City's allowable activities as described above.

Grantors hereby represent and warrant as follows: (1) Grantors hold 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 Grantors' ability to enter into this Agreement; or, (b) if there are any Instruments prohibiting or limiting Grantors' ability to enter into this Agreement, that Grantors have obtained any necessary release, consent, waiver, or other document from the holder of such Instrument permitting Grantors to enter into this Agreement. In exchange for the consideration described in this Agreement, Grantors agree 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 Grantors to comply with the terms of any and all such Instruments.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, the parties hereto have set their hands and seals, by and through the undersigned agents, as of the day and year first above-written.

WITNESSES:  

__________________________  
Witness #1  

__________________________  
Witness #2

CITY OF CHARLESTON  

__________________________  
By: Laura S. Cabiness  
Its: Director of Public Service

STATE OF SOUTH CAROLINA  

)  
COUNTY OF CHARLESTON  

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this ____ day of ____________, 2018 by the City of Charleston, by Laura S. Cabiness, its Director of Public Service.

Signature: ____________________________________________________________  
Print Name of Notary: ___________________________________________________  
Notary Public for South Carolina  
My Commission Expires: __________________________________________________

[SEAL OF NOTARY]  

OWNER:

__________________________  
Bruce H. Brown

__________________________  
Witness #1

__________________________  
Witness #2

STATE OF SOUTH CAROLINA  

)  
COUNTY OF CHARLESTON  

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this 10th day of October, 2018 by Bruce H. Brown.

Signature: ____________________________________________________________  
Print Name of Notary: ___________________________________________________  
Notary Public for South Carolina  
My Commission Expires: __________________________________________________

[SEAL OF NOTARY]
Akara Champaign
Witness #1

[signature]
Witness #2

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me this 10th day of
October, 2018 by Deborah H. Brown.

Signature:

Print Name of Notary: Clarisse Rabago
Notary Public for South Carolina
My Commission Expires: 9-9-2027

[SEAL OF NOTARY]
EXHIBIT I

Legal Description of Property

ALL that lot, piece or parcel of land, together with the buildings and improvements thereon, situate, lying and being in the County of Charleston, State of South Carolina, known and designated as Lot 18, in Section B, as shown on a plat of Section B of Sherwood Forest made by W.L. Gaillard, Surveyor, dated March, 1954, and recorded in the RMC Office (now the Register of Deeds Office) for Charleston County in Plat Book J, page 101; said lot having such size, shape, dimensions, buttins and boundings as will by reference to said plat more fully appear and being bound as shown on said plat.

Being the same property conveyed to Bruce Harvey Brown and Laura A. Brown by deed of Robert Dixson and Margaret S. Brown, dated 6/19/75 and recorded 6/20/75 in the RMC Office (now the Register of Deeds Office) for Charleston County in Book Z106, page 411. Also being the same property conveyed to Bruce H. Brown, Melissa L. Brown, Susan K. Brown, Bruce F. Brown and Joseph S. Brown by deed of distribution from the estate of Laura A. Brown, dated and recorded 11/1/95 in the RMC Office (now the Register of Deeds Office) for Charleston County in Book R261, page 571. Susan K. Brown, nka Susan Colson conveyed her interest in and to the said property to Bruce H. Brown by deed dated 9/11/98 and recorded 9/21/98 in the RMC Office (now the Register of Deeds Office) for Charleston County in Book D311, page 376. Melissa L. Brown, Bruce E. Brown and Joseph S. Brown conveyed their respective interests in said property to Bruce H. Brown by deed dated 9/14/98 and recorded 9/21/98 in the RMC Office (now the Register of Deeds Office) for Charleston County in Book D311, page 362. Bruce H. Brown conveyed an undivided one half interest in and to said property to Deborah H. Brown by deed dated 9/14/98 and recorded 9/21/98 in Book D311, page 357 in the RMC Office (now the Register of Deeds Office) aforesaid.

TMS# 350-02-00-064

Street Address: 1619 West Robinhood Drive
Charleston, SC 29407
EXHIBIT II

[Attach Plat prepared by E.M. Seabrook, Jr., Inc. titled "Sherwood Forest, City of Charleston, Charleston County, S.C. – Plat of a New 20" Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C" dated 10/06/17, as revised 9/20/18]
STATE OF SOUTH CAROLINA  )  EXCLUSIVE STORM WATER
COUNTY OF CHARLESTON   )  DRAINAGE EASEMENT AGREEMENT

CITY OF CHARLESTON    )

This Exclusive Storm Water Drainage Easement Agreement (this "Agreement") is made and entered into this ___ day of ___________ 2019, by and between The Housing Authority of the City of Charleston ("Grantor") and the City of Charleston, a South Carolina municipality (the "City" or "Grantee").

WHEREAS, the City desires to install, expand, replace and/or maintain storm water drainage ditches and appurtenances (the "Storm Water System") across those certain pieces, parcels or tracts of land owned by Grantor and more fully described on Exhibit I, attached hereto and incorporated herein by reference (the "Property"), and to accomplish this objective, the City also desires to obtain an easement from Grantor, permitting the City to install, expand, replace and/or maintain the Storm Water System through the Property, as more particularly set forth in this Agreement; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of the sum of Ten and no 100 Dollars ($10.00) and in further consideration of the foregoing recitals and the benefits to be derived to the Property by the Storm Water System, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release and convey unto Grantee, its successors and assigns, that certain permanent, exclusive storm water drainage easement (the "Easement") as shown on that certain plat prepared by E.M. Seabrook, Jr., Inc. entitled, "Sherwood Forest, City of Charleston, Charleston County, S.C. - Plat of a New 20' Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C" dated October 6, 2017, revised September 20, 2018, and recorded on _______________ in Plat Book ___ at Page ______ in the Register of Deeds for Charleston County, South Carolina (the "Plat"), for the purpose of installing, expanding, replacing and or maintaining the Storm Water System through the Property for the benefit of the Property and other properties in the area. A copy of the Plat is attached hereto and incorporated herein by reference as Exhibit II.

SAID EASEMENT having such size, shape, location, measurements, and buttins and boundaries as shown on said Plat, reference to which is hereby made for a more complete and accurate description.

The City shall at all times have the right of ingress and egress to the land affected by the said Easement, which shall include vehicular access and parking, for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. The Easement shall be commercial in nature and shall run with title to the Property.
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 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 area 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, landscaping, pavement, gravel, sidewalks, driveways, parking lots or other elements damaged or destroyed within the confines of the Easement during the conduct of the City's allowable activities as described above.

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.

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, the parties hereto have set their hands and seals, by and through the undersigned agents, as of the day and year first above-written.

WITNESSES:

Witness #1

Witness #2

STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON   )

CITY OF CHARLESTON

By: Thomas F. O'Brien
Its: Director of Public Service

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this ___ day of ____________, 2019 by the City of Charleston, by Thomas F. O'Brien, its Director of Public Service.

Signature: ____________________________
Print Name of Notary: ____________________________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

[SEAL OF NOTARY]

Witness #1

Witness #2

THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON

By: Donald J. Cameron
Its: President & Chief Executive Officer

ACKNOWLEDGEMENT

THE FOREGOING instrument was acknowledged before me this ___ day of ____________, 2019 by The Housing Authority of the City of Charleston, by Donald J. Cameron, its President and Chief Executive Officer.

Signature: ____________________________
Print Name of Notary: ____________________________
Notary Public for South Carolina
My Commission Expires: ____________________________

[SEAL OF NOTARY]
EXHIBIT I
Legal Description of Property

**PARCEL 1:** All that certain piece, parcel or tract of land, with the buildings and improvements thereon, or hereafter erected thereon, situate, lying and being in the City of Charleston, Charleston County, shown and designated as Parcel A-1, on a plat by H. E. Irwin, R.L.S., entitled “Plat of Parcel A-1, 0.83 Acre, Property of Wilbur C. Varn,” dated November, 1976, and duly recorded in the RMC Office (now the Register of Deeds Office) for Charleston County in Plat Book U, Page 164. Said tract having such size, shape, dimensions, buttins, and boundaries, more or less, as shown on the said plot.

Said Tract is more fully shown with detail on a plat of George A.Z. Johnson, Jr., Inc. dated March 11, 2010 entitled “Plat Showing Juniper Arms Apartments About To Be Conveyed To Housing Authority of the City of Charleston” all within the letters and line formed thereby D-E-F-G-H-I-J-K-L-D, recorded in the RMC Office (now the Register of Deeds Office) for Charleston County on August 3, 2010 in Plat Book L10, Page 0215.

TMS# 350-02-00-165

Street Address: 1632 Juniper Street
Charleston, SC 29407

**PARCEL 2:** All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, designated as Parcel “A” 1.17 acres, on a plat captioned “Plat of Parcel “A” - 1.17 Acres, Property of Wilbur C. Varn, City of Charleston, County of Charleston, S.C.” which plat was made by H. E. Irwin, Reg. L.S. dated November, 1976 and recorded in the RMC Office (now the Register of Deeds Office) for Charleston County in Plat Book U, Page 164. Said tract having such size, situate, shape, dimensions, buttins, and boundaries as will by reference to said plat more fully and at large appear.

Said tract is more fully shown with detail on a plat of George A.Z. Johnson, Jr., Inc. dated March 11, 2010 entitled “Plat Showing Juniper Arms Apartments About To Be Conveyed to Housing Authority of the City of Charleston” all within the letters and lines formed thereby A-B-C-D-K-L-M-A, recorded in the RMC Office (now the Register of Deeds Office) for Charleston County on August 3, 2010 in Plat Book L10, Page 0215.

TMS# 350-02-00-032

Street Address: 1720 Juniper Street
Charleston, SC 29407

All parcels described above being the same property conveyed to The Housing Authority of the City of Charleston by deed of West Ashley Townhouses, LLC dated April 1, 2010 and recorded April 1, 2010 in Deed Book 0113, Page 163, in the RMC Office (now the Register of Deeds Office) for Charleston County, and referenced as Tract 2 and Tract 3 in the deed.
EXHIBIT II

[Attach Plat prepared by E.M. Seabrook, Jr., Inc. titled "Sherwood Forest, City of Charleston, Charleston County, S.C. - Plat of a New 20' Drainage Easement Being Granted to the City of Charleston Across Portions of Sections A, B, and C" dated 10 06 17, as revised 9 20 18]
STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY  

KNOW ALL MEN BY THESE PRESENTS, that Daniel Island Associates L.L.C. ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), 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 those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley, State of South Carolina, identified as (list street names)
Village Crossing Drive (Variable width public R/W) and Water View Lane (Variable width public R/W)
as shown and designated on a plat entitled
Final Subdivision Plat of Daniel Island Master Plan Parcel CC, Phase 1 to Create Parcel CC,
Block 1, Lots 1 through 17, Daniel Island, City of Charleston, Berkeley County, South Carolina,
Prepared for & Owned by Daniel Island Associates L.L.C.

prepared by Thomas & Hutton Engineering Co.
dated January 23, 2019, revised __________________________, and recorded on __________________________,
in Plat Book ______ at Page ______ in the ROD Office for Berkeley 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 the Daniel Island Residential Investments, LLC dated November 9, 1998 and recorded November 9, 1998 in Book 1478 at Page ______ in the ______ Office for __________________ 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.: 275-00-00 203

TRI n 20 n
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 11th day of February 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

[Signature]
Witness Number Two

[Signature]
Witness Number Three

Grantor
Daniel Island Associates L.L.C.

[Signature]
Matthew R. Sloan
President

STATE OF South Carolina

COUNTY OF BERKELEY

This foregoing instrument was acknowledged before me (the undersigned notary) by
Matthew R. Sloan, the President of Daniel Island Associates L.L.C., a Delaware LLC, on behalf
of the Grantor on the 11th day of February 2019.

Signature of Notary
[Signature]
Print Name of Notary:
[Print Name]
Notary Public for South Carolina
My Commission Expires: 10/16/2016

SEAL OF NOTARY

[Seal]
STATE OF SOUTH CAROLINA    
COUNTY OF BERKELEY      

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

I have read the information on this affidavit and I understand such information.

The property was transferred by Daniel Island Associates L.L.C. to City of Charleston on ____________ , 2019.

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): Conveyance to government entity (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 □

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 ________________________.

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 ________________________.

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:

AIFT 2013
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is Exempt ________________

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor ________________

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.

Daniel Island Associates L.L.C.
Responsible Person Connected with the Transaction ________________

BY: ____________________________
Matthew R. Sloan, its President
Print or Type Name Here

S W A R M R A N
11th day of February 2019
Notary Public for South Carolina
My Commission Expires: February 16, 2024

A.T.L. 2013
This Agreement is made and entered into this ______ day of __________ 2019, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the “City”), and Daniel Island Associates L.L.C ___________________________ (herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON is desirous of maintaining storm water drainage ditches and appurtenances (“Storm Water System”) across a portion of _____ property identified by and designated as Berkeley __________ County tax map number 275-00-00-203 ________ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner’s property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these presents and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of _____ property and which are more fully shown on that certain plat entitled: ___________________________

Prepared and executed by Phillip P. Gerard of Thomas & Hutton Engineering ______ dated January 23, 2019 ______ revised on ________________________, and recorded on ______________________, 2019 in Plat Book ______ at Page ______ in the ROD Office for Berkeley ______ South Carolina (herein the “Plat”).

A copy of said plat is attached heretofore as “Exhibit A” and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat. reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.
IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES.

Witness #1

Witness #2

CITY OF CHARLESTON

By, Laura Cabiness
its. Public Service Director

STATE OF SOUTH CAROLINA )

) AACKNOWLEDGEMENT

COUNTY OF CHARLESTON )

The foregoing instrument was acknowledged before me (the undersigned notary) by

of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on

Signature

Print Name of Notary

Notary Public for South Carolina

My Commission Expires

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

STATE OF SOUTH CAROLINA )

) AACKNOWLEDGEMENT

COUNTY OF BERKELEY )

The foregoing instrument was acknowledged before me (the undersigned notary) by

Matthew R. Sloan, its President

of Daniel Island Associates L.L.C., a Delaware LLC, on behalf of the Owner on 2/11, 2019

Signature

Print Name of Notary

Notary Public for South Carolina

My Commission Expires

SEAL OF NOTARY
April 11, 2019

Barry Givens
City of Charleston – Dept of Public Services
2 George Street, Suite 2100
Charleston, SC 29401

RE: Maintenance & Liability Request Letter
King and George Mixed Use (TMS #457-04-02-006, -007, -008, -009 & -082)
Charleston, SC
CYP #17086

Mr. Givens,

SCDOT is requiring a liability and maintenance letter from the City for all granite curb associated with this project. The project proposes to adjust/raise approximately 150 linear feet of existing granite curb along George Street (S-10-863) to establish a 6" vertical separation between the vehicular travelway and the concrete sidewalk. The project site also has frontage along King Street (S-10-104). In addition to the 150 linear feet of granite curb being raised, there is 127 linear feet of existing granite curb along King and George Streets that will remain unchanged.

I have attached the Site Plan (Sheet C-501) dated 3/26/19 that shows the granite curbing for this project.

Please contact me if you need additional information or have questions.

Sincerely,

[Signature]

William Rogan, PE  LEED AP
Cypress Engineering, LLC
President
MEMORANDUM OF AGREEMENT

AMONG THE U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT;
THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER; AND
THE CITY OF CHARLESTON
REGARDING THE TREATMENT OF THE LOW BATTERY SEAWALL
CHARLESTON COUNTY, SOUTH CAROLINA

WHEREAS, pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344), an application (SAC-2016-01168) has been submitted to the U. S. Army Corps of Engineers, Charleston District (Corps) by the City of Charleston (the applicant) for a Department of the Army (DA) permit to authorize impacts to waters of the United States associated with the Low Battery Seawall Rehabilitation (undertaking); and

WHEREAS, the undertaking consists of rehabilitation and expansion of the Low Battery Seawall

WHEREAS, the Corps has defined the undertaking’s permit area as the Low Battery Seawall extending along the seaward edge of Murray Boulevard and the adjacent portions of Charleston Harbor and the Charleston Old and Historic District, as depicted on Exhibit A attached hereto; and

WHEREAS, the Corps has determined that the undertaking will have an adverse effect on historical resource Low Battery Seawall (a contributing element of the Charleston Old and Historic District), described in Exhibit B, which is eligible for listing in the National Register of Historic Places (NRHP) and considered a “historic property”; and

WHEREAS, the Corps has consulted with the South Carolina State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 300101, previously codified at 16 U.S.C. § 470f); and

WHEREAS, the Corps has notified federally-recognized tribes about the undertaking’s anticipated impacts on historic properties, as required by 36 CFR § 800.6 and has received no comments from the Absentee Shawnee Tribes of Indians of Oklahoma, Alabama-Quassarte Tribal Town, Catawba Indian Tribe, Chickasaw Nation, Delaware Tribe of Indians, Eastern Band of Cherokee Indians, Eastern Shawnee Tribe of Oklahoma, Kialegee Tribal Town, Muscogee (Creek) Nation, Poarch Band of Creek Indians, Shawnee Tribes, and the Thlopthlocco Tribal Town and received no request for participation in the agreement; and

WHEREAS, the Corps has consulted with the Applicant regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as an invited signatory; and
WHEREAS, in accordance with the Corps' "Revised Interim Guidance for Implementing Appendix C of 33 CFR Part 325 with the Revised Advisory Council on Historic Preservation Regulations at 36 CFR Part 800" (April 25, 2005); 33 CFR Part 325, Appendix C, Par. 8; and 36 CFR § 800.6(a)(1), the Corps has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the Corps, the SHPO, and the Applicant agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The Corps will monitor the progress of the following stipulated tasks to ensure that the undertaking is carried out in accordance with this MOA, and the Applicant shall ensure that the following measures are carried out:

I. GENERAL REQUIREMENTS AND STANDARDS

The Applicant shall allow representatives from the SHPO and the Corps to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of this MOA.

All work carried out pursuant to this MOA shall meet The Secretary of the Interior’s Standard for the Treatment of Historic Properties with Guidelines and Standards for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings ("Secretary’s Standards") originally set forth at 36 C.F.R. § 68.3, taking into account the suggested approaches to new construction in the Secretary’s Standards.

II. PROTECTIONS

The Low Battery Seawall will be marked on construction and maintenance plans with treatment notes and this MOA referenced. Construction and monitoring personnel will be advised of the historic nature of the Low Battery Seawall and the intent to match the visible elements of the seawall with the existing/original structure.

III. PLANS AND REPORTS

For mitigation of historic property Low Battery Seawall, a Treatment Plan will be prepared. The Treatment Plan shall describe the measures to be undertaken to ensure that the rehabilitated portions and additions to the Low Battery Seawall retain the characteristics that make the structure eligible for the NRHP and provisions for disseminating historical information about the seawall to the public.

The treatment plan developed for the Low Battery Seawall shall incorporate guidance provided by the Secretary’s Standards. The treatment plan may be implemented only after

Memorandum of Agreement
Low Battery Seawall
approval by the SHPO and Corps, which approval shall be based on the above-stated standards. The SHPO and the Corps have thirty (30) days from receipt of the treatment plan to provide comments. If no comments are provided at the expiration of thirty (30) calendar days, approval is presumed.

IV. PUBLIC INFORMATION

Within two year(s) of executing this MOA, the Applicant will prepare public information components as outlined in the Treatment Plan. The SHPO and Corps will have the chance to review this information before it is made available to the public.

V. DURATION

This MOA will expire if its terms are not carried out within five years from the date of its execution. Prior to such time, Corps may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IX below.

VI. POST-REVIEW DISCOVERIES

If human remains or other unanticipated culturally significant resources are discovered during archaeological data recovery excavations or at any time during the undertaking, all ground disturbance in the area will halt immediately and a 50-foot buffer will be established around the discovery. The Applicant and/or Corps shall notify the SHPO, and, in the case of human remains, the State Archaeologist, the Charleston County Coroner, and the Catawba Indian Nation THPO, within two (2) business days of the discovery. Each of these parties has two (2) business days to respond. The parties shall attempt to reach a consensus on the treatment of the human and/or culturally significant remains. If a consensus is reached, ground disturbing activities may resume once the conditions of the agreement are met. If a consensus cannot be reached, the dispute resolution procedures in Stipulation VIII of this MOA will be followed.

VII. MONITORING AND REPORTING

Each one (1) year following the execution of this MOA until it expires or is terminated, the Applicant will provide the Corps and SHPO a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Applicant’s efforts to carry out the terms of this MOA. The applicant will also report on plans for the next year. The report may be submitted to the Corps via e-mail and SHPO by hard copy.

VIII. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Corps shall consult with such party to resolve the objection. If the Corps determines that such objection cannot be resolved, the Corps will:
Forward all documentation relevant to the dispute, including the Corps’ proposed resolution, to the ACHP. The ACHP shall provide the Corps with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, Corps shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. Corps will then proceed according to its final decision.

If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, Corps may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

The Signatories’ responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

IX. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

X. FINAL PROJECT APPROVAL

The Applicant shall notify the SHPO and the Corps when the Applicant believes all of the above stipulations have been completed. The SHPO and Corps will review the Applicant’s performance and provide written notification to the Applicant as to whether the terms of this MOA are deemed complete. If not complete, the Applicant will provide to the SHPO and Corps any unfinished items before final project approval is authorized.

XI. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation XI, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

If the MOA is terminated, the Applicant must halt work stop work and prior to work continuing on the undertaking, Corps must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. Corps shall notify the signatories as to the course of action it will pursue.

XII. EXECUTION IN COUNTERPARTS
Execution of this MOA by the Corps and SHPO and implementation of its terms evidence that the Corps has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

This MOA may be executed in counterparts. A copy with all original executed signature pages affixed shall constitute the original MOA. The date of execution shall be the date of the signature of the last party to sign.
IN WITNESS WHEREOF, the signatories hereto have caused this MOA to be executed by their duly authorized representatives as of the last date signed.

SIGNATORIES:

U.S. ARMY CORPS OF ENGINEERS

By: Travis G. Hughes, Chief, Regulatory Division  Date: ________________

CITY OF CHARLESTON

By: John J. Tecklenburg, Mayor, City of Charleston  Date: ________________

STATE HISTORIC PRESERVATION OFFICER

By: Dr. Eric Emerson, State Historic Preservation Officer  Date: ________________

Memorandum of Agreement
Low Battery Seawall
EXHIBIT B

HISTORIC PROPERTY LOW BATTERY SEAWALL

The Low Battery Seawall extends 4,800 feet from Tradd Street to East Battery Street, separating Charleston Harbor from the lower Charleston peninsula. Murray Boulevard runs along the inshore side of the seawall with a sidewalk/esplanade along the top of the wall. The City of Charleston constructed the seawall as part of a large land reclamation project completed in two phases, from 1909-1911 and 1917-1919. The seawall serves as a bulkhead for filled material that underlies the current residential neighborhood between Tradd Street, Murray Boulevard, and East Battery Street.

The visible concrete elements of the Low Battery Seawall stand on a timber deck supported by timber pilings. Concrete panels attached to timber sheeting and batter piles cover the seaward face of the Low Battery Seawall, with the structure extending several feet into the bottom of the harbor. Filled material covers the inshore face of the wall and its underlying support structures and lies beneath the esplanade and the streets and houses of the adjacent neighborhood. Stormwater drains pierce the seawall in a number of locations.

Recent investigations of the seawall revealed significant deterioration of the timber piles and support structure, spalling and cracking of the concrete wall caused by rusting of the underlying reinforcing steel, and differential settlement of fills beneath the adjacent sidewalk and curb. Also, over the last five years, the wall has been overtopped or circumvented by higher than usual tides and storm surges associated with tropical cyclones. With sea level rising and expected to continue to rise throughout the 21st century, the seawall cannot serve its principal purpose, protecting the land behind the seawall from Charleston Harbor. Raising the top of the wall to approximately 11.8 feet above sea level (the top of the current seawall stands at approximately 10 feet above sea level), repairing the face of the current wall, inserting concrete underpinnings, and installing four new stormwater drains through the wall will ensure the continued effective function of the seawall throughout the 21st century.

Those elements of the Low Battery Seawall that characterize the structure include

- The concrete facing elements of the wall visible from its top and from Charleston Harbor
- The concrete esplanade/sidewalk that runs along the top of the seawall and its railing
- Granite curb stones along Murray Boulevard
- Proximity of the seawall and esplanade to Charleston Harbor
LOW BATTERY SEAWALL,
CHARLESTON COUNTY, SOUTH CAROLINA

TREATMENT PLAN

Introduction
The City of Charleston (City) proposes to rehabilitate the Low Battery Seawall, a contributing element of the Charleston Old and Historic District historic property and a historically significant structure. The timber foundations of the seawall are absent or in poor condition and the primary structure evidences degradation that threatens the continued functioning of the seawall as a protective dike for the land behind it. Rehabilitation will include repair and replacement of concrete elements of the seawall, the insertion of concrete and steel foundations to support the wall, and repair of the esplanade and railing atop the wall as well as improvements to the storm drainage systems in the adjoining areas to reduce the potential for flooding during high tides and severe storms. In order for the seawall to protect the adjoining land throughout the rest of the 21st century, the City of Charleston proposes to raise the top elevation of the wall to elevation 9.5 which is the same elevation as the adjoining High Battery Seawall.

The rehabilitation will have an adverse effect on the seawall historic property. The wall and esplanade will rise above the adjoining streets instead of being near street-grade, changes in access to the esplanade through stairs and ramps (to comply with the Americans with Disabilities Act), and changes to the streetscape to improve visitor safety will alter the setting of the seawall and esplanade. The following plan outlines procedures and actions to mitigate the adverse effect, providing compliance with Stipulation III of the Memorandum of Agreement (MOA) developed for this project.

Use of Similar Materials
In keeping with The Secretary of the Interior’s Standard for the Treatment of Historic Properties with Guidelines and Standards for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, the City will ensure that the materials utilized in the repair or replacement of the Low Battery Seawall are similar to those originally employed in its construction in so far as possible. Some materials may no longer be available or do not meet current construction specifications or the needs of the project. In these instances, the materials will be finished to present the appearance of the original materials as much as possible. The design of the seawall and railing along the esplanade will duplicate the existing structure and the railings and esplanade along the High Battery Seawall. Granite curbstones along Murray Boulevard will be removed during construction activities and restored when the streetscape is restored after the seawall rehabilitation.

The City’s Project Manager/Engineer overseeing the rehabilitation will provide documentation of these efforts through photographs of the current appearance of selected elements of the Low Battery Seawall and photographs of these same elements after rehabilitation. The City will include these photographs in the annual report to the USACE and the SHPO summarizing the current status of preservation efforts as required by the MOA Stipulation VII.
Distinction of New Elements

In keeping with The Secretary of the Interior’s Standard for the Treatment of Historic Properties with Guidelines and Standards for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, the City will ensure that new elements associated with the Low Battery Seawall and its esplanade are distinguishable from original elements. New elements will include small extensions of the esplanade (called parklets in the design plans) at each intersecting street to Murray Boulevard and will accommodate benches or other infrastructure, steps and ramps that provide access to the now elevated esplanade, and the railings associated with these elements. This treatment should provide a subtle difference between original/historical elements of the Low Battery Seawall and the new elements that are being added to promote access to the esplanade and to conform with current standards and regulations.

The present design includes a visible break between the esplanade atop the wall (as originally designed and constructed) and the extensions that serve as parklets and connections to the stairs and ramps that provide access to the now elevated esplanade. This break can be created by

- the insertion of a different material than the esplanade surface between the esplanade and the extension
- modifications of the surface that separate the original footprint of the esplanade from the new element
- or, the use of slightly different materials or finishes in the new element

Installation of Interpretive Panels

The City will develop an interpretive plan for the installation of interpretive panels concerning the history and function of the Low Battery Seawall and the history and development of the adjoining portions of the City of Charleston or other aspects of the history and development of Charleston that correlate with the Low Battery Seawall. The plan will be submitted to the USACE and SHPO for review and comment within 2 years of the initiation of the project. The USACE and SHPO will provide comments within 30 days of the receipt of the draft plan. Any requested revisions will be addressed in a final interpretive plan.

The plan will outline the major topics to be presented on the panels, the number of panels to be installed, the tentative locations of the proposed installations, and the general appearance/materials to be utilized for the panels. Once the interpretive plan is accepted by the USACE and SHPO, the City may proceed with the design and development of the panels. During design and development, the specific topics and information to appear on each panel will be developed, along with the layout and imagery that may appear on the individual panels. Draft designs for the panels will be submitted to the USACE and the SHPO for their review and comment as well as to the Charleston Commission on Arts and History and the Charleston Board of Architectural Review, as appropriate. Once the content, layout, and imagery are accepted by these agencies, the City may proceed with fabrication and installation of the panels.

Given that the Low Battery Seawall Rehabilitation Project is a multi-year endeavor, design and development of the panels may occur any time between the acceptance of the interpretive plan.
(no later than third year of the project) and the completion of the project (the final year of the project). Fabrication and installation will be completed within 1 year of the completion of the rehabilitation project.

Agency Oversight
In addition to the opportunities to review and comment on aspects interpretive panels, the USACE and SHPO may inspect the project at any time during its scheduled duration to ensure that requirements of this treatment plan and the MOA are being met. The USACE and SHPO will visit the project during normal working hours and in the company of the City’s Project Manager/Engineer or his representative, and at such times as the safety of visitors to the construction site can be assured. Ideally, the USACE and SHPO will coordinate visits with the City’s Project Manager/Engineer to ensure that the safety of visitors can be maintained at that time and that the flow of the construction activities will not be disrupted or delayed.

As per the MOA Stipulation VII, the City will provide an annual report summarizing the status of the requirements of this treatment plan. Actions completed to date, actions anticipated in the coming year, major issues encountered during the year, and any schedule changes will be included in this report. See also MOA Stipulation VII.
MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Road/Route  Clements Ferry Road (S-33)
File  8.029503
Project  Clements Ferry Road (S-33) Widening from Jack Primus Road (S-119) to SC 41
PIN  P029503

WHEREAS, Berkeley County (hereinafter, "the County") and the South Carolina Department of Transportation ("SCDOT") propose to construct, reconstruct, alter, or improve the certain segments of the highway(s) in the State Highway System referenced above which are located within the corporate limits of the City of Charleston (hereinafter, "the City"); and

WHEREAS, the City wishes to authorize the construction and improvements of the aforesaid highway(s) in accordance with plans to be prepared by the SCDOT and the County ("the Project Plans").

NOW THEREFORE, BE IT RESOLVED that, pursuant to S.C. Code Ann. §57-5-820 (1976, as amended), the City does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits in accordance with the Project Plans, and further, the City, having reviewed the plans for said construction, does hereby approve said plans as provided for in Code §57-5-830.

BE IT FURTHER RESOLVED, that the foregoing consent shall be the sole approval necessary from the City for SCDOT and the County to complete the project under the Project Plans and constitutes a waiver of any and all other requirements with regard to construction within the City's limits. The foregoing waiver and consent shall also extend to the benefit of utility companies engaged in relocating utility lines on account of the project. Further, the City shall exempt all existing and new right-of-way and all other properties purchased in connection with right-of-way for the highway(s) from any general or special assessment against real property for municipal services.

BE IT FURTHER RESOLVED, that the City will assist SCDOT and the County in causing all water, sewer and gas pipes, manholes, or fire hydrants, and all power or telephone lines or poles located within the existing right-of-way to be relocated at the utility company's expense, except where the utility can demonstrate a prior right of occupancy. To the extent that City-owned utilities are to be relocated in accordance with the project plans, those utility pipes, lines, or hydrants may be replaced upon the new highway right-of-way at such locations as may be approved by SCDOT and the County. The City agrees to indemnify and hold harmless SCDOT and the County to the fullest extent allowed by law against any and all claims or actions brought against it arising out of the placing, maintenance, or removal of any utilities by the City or its contractors. Future utility installations by the City within the limits of the new right-of-way after project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way.", August 2005, as revised.

BE IT FURTHER RESOLVED, that the City hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the South Carolina Department of Transportation as required in S.C. Code §56-5-930 (1976, as amended), nor enacting any traffic regulation ordinances inconsistent therewith.

IN WITNESS WHEREOF, this Resolution is adopted and made a part of the Municipal records this __________ day of __________, 20__, and the original of this Resolution will be filed with the South Carolina Department of Transportation at Columbia and Berkeley County at Moncks Corner.

Dated: __________, South Carolina

Municipality

ATTEST:

By: __________

Mayor

_________________________

Clerk

_________________________

_________________________
AN ORDINANCE

TO AMEND THE CODE OF THE CITY OF CHARLESTON, SOUTH CAROLINA, CHAPTER 19, SECTION 234 TO MAKE IT UNLAWFUL TO PARK A VEHICLE IN A MARKED FIRE LANE WHEN SIGNS, CURB PAINTING, PAVEMENT MARKINGS, OR OTHER APPROVED NOTICES OR MARKINGS ARE INSTALLED GIVING NOTICE THEREOF.

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

Section 1. Chapter 19 of the Code of the City of Charleston is hereby amended by adding thereto a new Section 19-234 (c) which shall read as follows:

Sec. 19-234. - Area where stopping or parking prohibited.

(a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control device, or where curbs are painted yellow.

(b) When signs are erected in each block giving notice thereof, it shall be unlawful to park a vehicle as prohibited by such signage between the hours on the days so designated.

(c) When signs, curb painting, pavement markings, or other approved notices or markings are installed giving notice thereof, it shall be unlawful to park a vehicle in a marked fire lane.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this____ day of _________ in the Year of Our Lord, 2019, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

Vanessa Turner Maybank
Clerk of Council
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT CLEMENTS FERRY ROAD (CAINHOY) (APPROXIMATELY 6.0 ACRES) (TMS #275-00-00-004) (COUNCIL DISTRICT 11), BE ZONED RURAL RESIDENTIAL (RR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY MURPHY FAMILY PROPERTY LLC.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

Clements Ferry Road (Cainho) (approximately 6.0 acres) (TMS #275-00-00-004)

Section 2. That the said parcel of land described above shall be zoned Rural Residential (RR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

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

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Vanessa Turner Maybank
Clerk of Council
Zoning

Clements Ferry Road (Cainhoy)

TMS# 2750000004

Approximately 6.0 ac.

Request zoning of Rural Residential (RR-1).
Zoned Multisection Manufactured Residential (R1-MM)
in Berkeley County.

Owner: Murphy Family Property LLC
AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT CLEMENTS FERRY ROAD (CAINHOY) (APPROXIMATELY 1.0 ACRE) (TMS #275-00-00-006) (COUNCIL DISTRICT 11), BE ZONED RURAL RESIDENTIAL (RR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY JENKINS FAMILY PROPERTY LLC.

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

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

Clements Ferry Road (Cainhoy) (approximately 1.0 acre) (TMS #275-00-00-006)

Section 2. That the said parcel of land described above shall be zoned Rural Residential (RR-1) classification.

Section 3. This ordinance shall become effective upon ratification.

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

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Vanessa Turner Maybank
Clerk of Council
Zoning

Clements Ferry Road (Cainhoy)

TMS# 2750000006

Approximately 1.0 ac.

Request zoning of Rural Residential (RR-1).
Zoned Multisection Manufactured Residential (R1-MM)
in Berkeley County.

Owner: Jenkins Family Property LLC
AN ORDINANCE

TO AMEND CHAPTER 54 OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) BY AMENDING SECTION 54-220 ACCOMMODATIONS OVERLAY ZONE, BY INSERTING LANGUAGE TO PRESERVE MIXED-USE NEIGHBORHOODS; PROHIBIT THE DISPLACEMENT OF HOUSING BY ACCOMMODATIONS AND CONSIDER THE EFFECTS OF HOUSING UNITS TO BE ALTERED OR REPLACED ON THE HOUSING STOCK AND WHETHER REQUIREMENTS TO PROTECT THE AFFORDABILITY OF THE HOUSING UNITS SHOULD BE ATTACHED TO AN ACCOMMODATIONS SPECIAL EXCEPTION APPROVAL; PROHIBIT THE DISPLACEMENT OR REDUCTION OF OFFICE SPACE BY ACCOMMODATIONS TO BE LOCATED WITHIN AREAS ON THE PENINSULA Designated “A-1” ON THE ACCOMMODATIONS OVERLAY ZONING MAP AND ON STREETS WITH OFFICE USE AS A PREDOMINANT USE; PROHIBIT THE DISPLACEMENT OF MORE THAN 25 PERCENT OF GROUND FLOOR, STORE FRONT RETAIL SPACE BY ACCOMMODATIONS USES ON STREETS WITH GROUND FLOOR, STORE FRONT RETAIL AS A DOMINANT USE; PROHIBIT AN OVERCONCENTRATION OF ACCOMMODATIONS UNITS WITHIN AREAS ON THE PENINSULA DESIGNATED “A-1” ON THE ACCOMMODATIONS OVERLAY ZONING MAP; AND INCLUDE A MINIMUM AND MAXIMUM SIZE FOR ACCOMMODATIONS FACILITIES (AS AMENDED)

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

Section 1. That Section 54-220 of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by deleting text shown below with a strikethrough and adding text shown below with a double-underline:

"Sec. 54-220. - Accommodations overlay zone."
a. Intent. The A Overlay Zone is intended to identify those areas within the City limits where accommodation uses are allowed. Accommodation uses are prohibited except within the A Overlay Zone, with the exception of bed and breakfasts that are approved in accordance with the provisions of Section 54-208 or 54-208.1, and short term rentals that are approved in accordance with the provisions of Section 54-227. The City places a high value on the preservation of the character of its residential neighborhoods and its mixed-use neighborhoods. Potential negative impacts affecting residential neighborhoods shall be avoided or minimized to the greatest extent possible.

b. Permitted uses. In any Accommodation overlay zoning district, land may be used and buildings or structures may be erected, altered or used for any purpose allowed by the underlying zoning district as listed in Article 2: Part 3, and the following uses subject to the approval of the Board of Zoning Appeals:

1. Accommodation uses. The Board of Zoning Appeals may, but is not required to permit accommodation uses as an exception where it finds that:

(a) the facility will not displace elimination of housing units by the proposed facility from the property and, if such housing units are to be altered or replaced on the property, will not adversely affect the existing housing stock;

(b) the facility, if located on the peninsula within areas designated “A-1” on the Accommodations Overlay zoning map on a commercial street where the
predominate use on the commercial street within 500 feet of the facility is offices, will not reduce or displace office space:

(c) the facility will not displace more than 25% of the linear frontage of existing ground floor storefront retail space on streets with retail store fronts as a dominant use within five hundred feet (500') of the facility;

(d) the location of the facility will not significantly increase automobile traffic on streets within residential neighborhoods;

(e) the location of the facility will contribute to the creation of a diverse mixed-use neighborhood;

(f) the total square footage of interior and exterior floor area for restaurant and bar space in the proposed facility, including restaurant/bar patron use areas, bar areas, kitchen, storage, and bathroom facilities, shall not exceed 12 percent of the total interior, conditioned floor area in the facility, except that each facility shall be permitted to exempt from the calculation of total restaurant floor area one interior, ground floor restaurant tenant space if the total tenant space does not exceed 2,000 square feet, the restaurant tenant does not serve alcoholic beverages, and the exempt restaurant tenant space is clearly labeled with these restrictions on the floor plans submitted with the application for this zoning special exception;

(g) the proposed use is otherwise in character with the immediate neighborhood and, if located within the area designated “A-1” on the Accommodations Overlay
zoning map, will not be located on a property that adjoins another property with an existing accommodations use or a vested approval for an accommodations use and will not share any facilities with any other accommodations use;

(h) the location and design of the proposed guest drop off and pick up area(s) has been reviewed by the Department of Traffic and Transportation and determined to be safe and not be an impediment to traffic; and

(i) in making these findings, the Board of Zoning Appeals shall consider the following information to be provided by the applicant in site plans, floor plans, building elevations, and a detailed written assessment report to be submitted with the application:

(1) the number of existing housing units on the property, including units on the property that were occupied as housing units within the last 5 years, to be displaced by the type of unit (rental or owner-occupied; single-family, duplex or multi-family; occupied or unoccupied), by income range, the rental price for rental units and market price for owner occupied units relative to the area median income figures that are determined annually by the U.S. Department of Housing and Community Development and adjusted by the City of Charleston Department of Housing and Community Development, or its successor, the and by physical condition of the units (sound, deficient,
deteriorated or dilapidated), and whether units are to be displaced, physically altered or replaced on the property:

(2) the effect of the displacement physical alteration or replacement on the total available housing stock and on the housing stock of a particular type and income range in the service area and whether a condition should be attached to a special exception approval for the accommodations use requiring a minimum percentage of the housing units on the property to remain affordable based on the annually updated median area income values;

(3) the presence of office space on the property or the presence of spaces on the property that were occupied as office spaces within the last 5 years;

(4) the linear frontage of existing ground floor storefront retail space on the property on streets with ground floor retail store front spaces as a dominant use within five hundred feet (500') of the facility;

(5) the location and design of guest drop off and pick up areas for the facility;

(6) the number of vehicle trips generated by the facility and the traffic circulation pattern serving the facility and efforts made to minimize traffic impacts;

(7) the distance of the main entrance and parking entrance of the facility from a road classified as an arterial or collector road;

(8) the development pattern and predominant land uses within five hundred feet (500') of the facility and, for a facility to be located on a property within the
area designated “A-1” on the Accommodations Overlay zoning map, the presence of existing or vested accommodations uses on an adjoining property;

(9) the proximity of residential neighborhoods to the facility;

(10) the accessory uses proposed for the facility in terms of the size, impact on parking, and impact on traffic generation;

(11) the demonstrated provision of off-street parking at the rate of two spaces that meet the design requirements of Sec. 54-318 for each three sleeping units;

(12) the presence of industrial uses and uses which use, store, or produce toxic or hazardous materials in quantities in excess of those specified by the EPA listing of toxic and hazardous materials, within five hundred feet (500') of the facility;

(13) the commitment to environmental sustainability and recycling;

(14) the distance of the facility from major tourist attractions;

(15) the distance of the facility from existing or planned transit facilities;

(16) the long term provision of on- or off-site parking for employees who drive vehicles to work, including an estimate of the number of employees that will drive to work during the maximum shift and the location of parking spaces
to be provided; and the demonstrated provision of free transit passes or other incentives to encourage employee use of public transportation;

(17) the location of the proposed facility will contribute to the creation of a diverse mixed-use community;

(17) the number of rooms in the facility; provided however that the number of rooms in a facility shall equal or exceed 20 in any area of the accommodations overlay zoning district but shall not exceed 50 in areas designated "A-1" on the zoning map; 180 in areas designated "A-2" on the zoning map; 225 in areas designated "A-3" on the zoning map; 100 in areas designated "A-4" on the zoning map; 150 in areas designated "A-5" on the zoning map; 69 in areas designated "A-6" on the zoning map; and 175 in areas designated "A-7" on the zoning map; and further provided that within the portion of the area designated "A-1" bounded by King Street on the west, Meeting Street on the east, Mary Street on the south and Line Street on the north, the number of rooms in a facility may exceed 50, but shall not exceed 250, if the facility is a full-service hotel that provides 20,000 or more square feet of meeting and conference space, and an on-site restaurant that serves breakfast, lunch and dinner seven days a week; and provided that for the purposes of this subsection, rooms shall be the same as accommodations sleeping units;
the provision of shuttle bus services to and from the historic district by 
facilities with more than 50 rooms located outside the area designated "A-1"
through "A-6" on the zoning map and not served by public transit;

the commitment to make affirmative, good faith efforts to see that 
construction and procurement opportunities are available to DBEs 
(disadvantaged business enterprise) and WBEs (women business enterprise) 
as outlined in Section 2-267 (D)(1), (2), and (3) of the Code of the City of 
Charleston;

the commitment to make affirmative, good faith efforts to hire personnel, 
representative of the population of the Charleston community, at all 
employment levels. "

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of 
____________ in the Year of Our Lord, 2019, 
and in the _____ Year of the Independence of 
the United States of America

________________________________________
John J. Tecklenburg, Mayor

ATTEST: __________________________________
Vanessa Turner Maybank, 
Clerk of Council
AN ORDINANCE

TO AMEND THE CODE OF THE CITY OF CHARLESTON, SOUTH CAROLINA, CHAPTER 54, SECTION 223(3) TO AMEND THE DEFINITION OF A MOPED.

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

Section 1. Chapter 54, Section 223(3) of the Code of the City of Charleston is hereby amended by deleting the struck through text and adding thereto the following underlined words, which shall read as follows:

"Sec. 54-223(3). - Definitions.

"Moped" shall mean any cycle with a motor of not more than fifty (50) cubic centimeters which produces not to exceed two (2) brake horsepower and motor vehicle, with or without pedals to permit propulsion by human power, that travels on not more than three wheels in contact with the ground, has a maximum speed of thirty (30) miles per hour on level ground whether powered by gasoline, electricity, alternative fuel, or a hybrid combination thereof. Based on the engine or fuel source, the moped must be equipped with a motor of fifty cubic centimeters or less, or designed to have an input of no less than 750 watts and no more than 1500 watts, and which is not capable of propelling the vehicle at a speed in excess of thirty (30) miles per hour on level ground."

Section 3. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _______ in the Year of Our Lord, 2019 in the _______ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

Vanessa Turner Maybank
Clerk of Council