



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:00 p.m. Tuesday, January 22, 2019 at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Councilmember White

Approval of Minutes:

January 8, 2019

- a. Approval to authorize the Mayor to execute the necessary documents for the purchase of 0 Justin Avenue, property located in the Maryville-Ashleyville community, for \$372,000 subject to the conditions outlined in the attached Agreement of Purchase & Sale (TMS: 418-07-00-080; 418-07-00-081; 418-07-00-082; 418-07-00-083; 418-07-00-084; 418-07-00-085; 418-07-00-086; 418-07-00-087; 418-07-00-088). The property is owned by John T. Vernon, II.
- b. Consider the following annexation:
 - (i) A vacant lot on Agatha Street (TMS# 351-07-00-070) 0.13 acre, West Ashley (District 7). The property is owned by Donna R. Johnson.

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

a.)

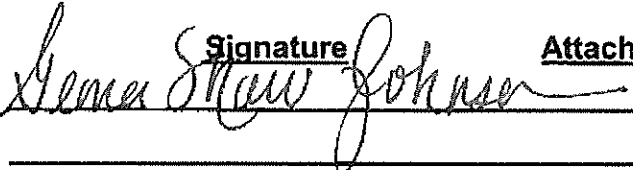
REAL ESTATE COMMITTEE
GENERAL FORM

TO: John J. Tecklenburg, Mayor **DATE:** January 15, 2019
FROM: Geona Shaw Johnson **DEPT:** Housing and Community Development
ADDRESS: 0 Justin Avenue, Charleston, SC
418-07-00-080; 418-07-00-081; 418-07-00-082; 418-07-00-083; 418-07-00-084;
TMS: 418-07-00-085; 418-07-00-086; 418-07-00-087; 418-07-00-088

To authorize the Mayor to execute the necessary documents for the purchase of 0 Justin Avenue property located in the Maryville-Ashleyville community, for \$372,000.00 subject to the conditions outlined in the attached Agreement of Purchase & Sale.

ACTION REQUEST: Sale.

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

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input checked="" type="checkbox"/>
Legal Dept	_____	<input type="checkbox"/>
Property Coordinator	_____	<input type="checkbox"/>
Property Manager	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes No

If yes, was funding previously approved? Yes No

*If approved, provide the following: **Dept/Div.** 473020 52206

Balance in Account \$419,194.00 Amount needed for this item \$372,000.00

NEED: Identify any critical time constraint(s).

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

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

COMMERCIALREAL ESTATE FORM

TO: Real Estate Committee DATE: January 15, 2019

FROM: Geona Shaw Johnson DEPT: Housing and Community Development

ADDRESS: 0 Justin Avenue, Charleston, SC

418-07-00-080; 418-07-00-081; 418-07-00-082; 418-07-00-083; 418-07-00-084;

TMS: 418-07-00-085; 418-07-00-086; 418-07-00-087; 418-07-00-088

To authorize the Mayor to execute the necessary documents for the purchase of 0 Justin Avenue property located in the Maryville-Ashleyville community, for \$372,000.00 subject to the conditions outlined in the attached Agreement of Purchase & Sale.

ACTION REQUEST: Sale.

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

ACQUISITION BY

DONATION/TRANSFER

Donated By: _____

FORECLOSURE

Terms: _____

PURCHASE

Terms as outlined in the accompanying Agreement of Purchase & Sale

Terms: _____

CONDEMNATION

Terms: _____

OTHER

Terms: _____

SALE BY

NON-PROFIT ORG, please name

Terms: _____

OTHER

Terms: _____

LEASE

INITIAL

Lessor: _____ Lessee: _____

Terms: _____

COMMERCIALREAL ESTATE FORM

RENEWAL
Lessor: _____ Lessee: _____
Terms: _____

AMENDMENT
Lessor: _____ Lessee: _____
Terms: _____

Improvement of Property
Owner: _____
Terms: _____

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

Yes No

N/A

Results: _____

Signature:

Property Manager

ADDITIONAL : Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).

AGREEMENT OF PURCHASE AND SALE

This **AGREEMENT OF PURCHASE AND SALE** ("*Agreement*") is made as of the _____ day of _____, 2018 by and between **CITY OF CHARLESTON**, having a notice address of 80 Broad Street, Charleston, South Carolina 29401 (hereinafter referred to as the "*Buyer*" or "*City*"), and **John T. Vernon, II**, having a notice address _____ (hereinafter referred to as the "*Seller*").

WITNESSETH

1. **SALE OF THE PROPERTY.** The Seller agrees to sell and the Buyer agrees to purchase on the terms hereafter stated, in and to the real property located in Charleston County, South Carolina, and located on 0 Justin Avenue, Charleston, South Carolina, bearing Charleston County Tax Map Nos. 418-07-00-080; 418-07-00-081; 418-07-00-082; 418-07-00-083; 418-07-00-084; 418-07-00-085; 418-07-00-086; 418-07-00-087; 418-07-00-088 together with all improvements located thereon and appurtenances thereto, if any (the "*Property*").

2. **PURCHASE PRICE.** Subject to the adjustments and the prorations hereafter described, the total purchase price to be paid by the Buyer to the Seller on the Closing Date for the Property (the "*Purchase Price*") is the sum of Three Hundred Seventy-Two Thousand and No/100 Dollars (\$372,000.00).

3. **TITLE.** At the closing of the transfer of the Property from Seller to Buyer (the "*Closing*"), Seller shall convey good and marketable fee simple title to the Property free and clear of all leases, liens, encumbrances and security interests. Buyer shall cause the title to the Property to be examined, and at the Buyer's option, shall cause a survey to be performed, all at the Buyer's expense. Prior to the expiration of the Inspection Period (as hereinafter defined), the Buyer shall submit to Seller notice in writing of its reasonable objections to title, including but not limited to any matters shown on any survey of the Property (the "*Title Objections*"). Seller shall have until the Closing to correct, at Seller's sole cost and expense, the Title Objections. If, at the Closing, Seller has not corrected the Title Objections to Buyer's satisfaction in Buyer's sole and absolute discretion, notwithstanding the terms of Paragraph 7, the Buyer shall have as its sole and exclusive remedy the following options:

- 3.1 Buyer may accept such title as Seller may be able or willing to deliver, in which case, there will be no reduction in the Purchase Price and Buyer shall be deemed to have waived such objections and defects and neither party shall have further claim against the other by reason of such objections and defects; or
- 3.2 Buyer may terminate this Agreement, in which case this Agreement shall automatically become null and void.

4. **CONDITIONS PRECEDENT TO CLOSING BY BUYER.** The obligation of the Buyer to consummate this Agreement is subject to and conditioned upon the satisfaction, at or prior to the Closing Date, of each of the following conditions:

- 4.1 The representations and warranties of Seller made herein shall be deemed to have been made again on the Closing Date and then be true and correct, subject to any changes contemplated by this Agreement;
- 4.2 All terms, covenants and conditions to be complied with and performed by Seller under this Agreement on or before the Closing Date shall have been duly complied with and duly performed; and
- 4.3 No matters affecting title to which the Buyer objects shall have occurred between the time of the Buyer's examination of title and the date of Closing.
- 4.4 Receipt of an appraisal, a Phase I environmental assessment, and an EPA feasibility report that approves the construction of housing on the property, all in form, value and content acceptable to Buyer.

5. **CLOSING.** The Buyer and the Seller agree that the purchase will be consummated as follows:

- 5.1 **Title Transfer.** The Seller agrees to convey title to the Property to the Buyer on or before the close of business on the Closing Date and, effective on the delivery of such deed by Seller to the Buyer, beneficial ownership and the risk of loss of the Property will pass from Seller to the Buyer.
- 5.2 **Closing Date and Location.** Unless otherwise agreed by the parties in writing, the date of the Closing (the "***Closing Date***") shall be on or before the date that is thirty (30) days after the expiration of the Inspection Period. **TIME IS OF THE ESSENCE.** Unless otherwise agreed in writing, Closing will take place at the offices of Buyer's attorney in Charleston, South Carolina.
- 5.3 **Seller's Instruments.** At Closing, the Seller will deliver or cause to be delivered to the Buyer the following items:
 - 5.3.1 **General Warranty Deed.** A general warranty deed (the "***Deed***") executed by the Seller conveying good and marketable, fee simple title to the Property to the Buyer free and clear of all liens and encumbrances.
 - 5.3.2 **Affidavits.** Any and all affidavits, certificates or other documents required by the title insurer in order to cause it to issue an owner's title insurance policy in a form and condition acceptable to Buyer.

- 5.3.3 Authorizations. A certified copy of the resolutions adopted by the Seller and such other evidence of Seller's power and authority to enter into this Agreement and to convey the Property as Buyer reasonably requests.
- 5.3.4 Non-Foreign Affidavit. Seller's affidavit stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that Seller is not a foreign person within the meaning of Paragraph 1445 of the Internal Revenue Code.
- 5.3.5 Nonresident Seller Withholding Affidavit. Seller's affidavit confirming that Seller is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-8-580 of the Code of Laws of South Carolina.
- 5.3.6 Certificate of Tax Compliance. A Certificate of Tax Compliance dated no more than thirty (30) days prior to the closing date evidencing that all taxes have been paid to the South Carolina Department of Revenue pursuant to S.C. Code § 12-54-124, or alternatively, a Transferor Affidavit form authorized by the South Carolina Department of Revenue and executed by Seller.
- 5.3.7 Additional Documents. Such additional documents as might be reasonably required by Buyer or Buyer's title insurer in order to perfect the conveyance, transfer and assignment of the Property to Buyer and issue an owner's title insurance policy.
- 5.4 Buyer's Instruments. At Closing, the Buyer will deliver to the Seller the following items:
- 5.4.1 Purchase Price. The payment required by Paragraph 2 hereof.
- 5.4.2 Additional Documents. Such additional documents as might be reasonably required by the Seller to consummate the sale of the Property to the Buyer.
- 5.5 Closing Costs. With respect to the conveyance of the Property, the Seller shall pay its own legal expenses, deed and other seller document preparation costs, any sum necessary to correct any Title Objections raised by Buyer in writing prior to expiration of the Inspection Period, and that the Seller agrees, in writing, to pay, and recording fees or stamps applicable to the Deed, if any. The Buyer will pay the following costs: the Buyer's attorney's fees, recording charges, and all other costs to include appraisal and survey costs, and title insurance costs.

6. **POSSESSION.** Possession of the Property will be delivered to the Buyer on the Closing Date free from leases and parties claiming rights to possession of the Property.

7. **DEFAULT; REMEDY.** In the event that Seller or the Buyer fails to perform their obligations hereunder, the party claiming default will make written demand for performance. If Seller defaults and fails to comply with such written demand within ten (10) days after receipt thereof, the Buyer shall be entitled to seek any remedy available at law or in equity. If the Buyer defaults and fails to comply with such written demand within ten (10) days after receipt thereof, Seller's sole remedy will be to terminate this Agreement and collect from Buyer the Seller's actual, documented out of pocket costs and expenses (including attorney's fees) in an aggregate amount not to exceed \$5,000.00.

8. **ADJUSTMENTS AND PRORATIONS.** All receipts and disbursements of the Property, if any, will be prorated on the Closing Date and the Purchase Price will be adjusted on the following basis:

8.1 **Property Taxes.** All real and personal property ad valorem taxes and installments of special assessments and user fees, if any, for the calendar year 2019 and prior years will be paid by Seller. All real and personal property ad valorem taxes and special assessments and user fees, if any, whether payable in installments or not, for the calendar year in which the Closing occurs will be prorated to the Closing Date, based on the latest available tax rate and assessment valuation.

9. **BUYER'S RIGHT OF INSPECTION.** Commencing on the Date of the last signature below ("Effective Date"), and continuing until the date that is One Hundred Twenty (120) days thereafter (the "**Inspection Period**"), City and its third party agents and representatives (such third party agents and representatives, "**City Consultants**") shall have the right to go on the Property for the purpose of conducting soil tests, surveys, environmental audits and such other investigations, and undertaking such other activities as the City and City Consultant's deem appropriate in connection with its decision to acquire the Property ("**Inspection Activities**"). All Inspection Activities, including, without limitation shall be conducted in accordance with applicable law. In the event the City determines, in its sole and absolute discretion, that the Property is not suitable for its intended use, City shall have the right to terminate this Agreement by providing written notice of such termination to Seller prior to 5:00 PM on the final date of the Inspection Period. City acknowledges its responsibilities for the negligent acts of its employees and officers under SC Code Section 15-78-10 *et seq.*, the South Carolina Tort Claims Act. City shall promptly restore the Property to the condition in which it existed on the Effective Date hereof after the completion of all such tests or surveys, which obligation shall survive any termination of this Agreement.

10. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby represents and warrants to Buyer as follows:

- 10.1 Now and at the Closing, Seller will be the sole owner of the Property to be sold pursuant to this Agreement and Seller will possess all requisite right, authority and power to execute and perform this Agreement in accordance with its terms.
- 10.2 Seller has good and marketable title in fee simple to the Property which will be conveyed to Buyer at Closing free and clear of any and all liens, encumbrances, leases, restrictions or easements except for those specifically consented to by Buyer prior to the expiration of the Inspection Period.
- 10.3 There are no actions, suits or proceedings pending or threatened against Seller or the Property affecting any portion of the Property, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.
- 10.4 There are not presently pending any condemnation actions or special assessments of any nature with respect to the Property or any part thereof, nor has Seller received any notices of any condemnation actions or special assessments being contemplated, nor does Seller have any knowledge of any being contemplated.
- 10.5 Seller has not received any notice of any violation of any ordinance, regulation, law or statute of any governmental agency pertaining to the Property or any portion thereof which has not been complied with.
- 10.6 All of the Property has direct access to public streets.
- 10.7 Seller has taken all necessary action in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby. The Agreement, and the agreements contemplated herein, upon execution, shall be a legal and binding obligation of Seller and shall be enforceable against Seller in accordance with their terms. Seller has the right, power, legal capacity, and authority to enter into and perform Seller's obligations under this Agreement, and no approvals or consents of any other persons are necessary in connection with the sale of the Property.

10.8 Seller agrees to cooperate with Buyer as may be necessary in the pursuit of soil and environmental testing, property inspections and the like, to include without limitation, providing Buyer with copies of previous reports, inspections, etc.

11. **COASTAL TIDELANDS & WETLANDS ACT.** In the event the Property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an addendum will be attached to this Agreement incorporating the required disclosures at Seller's expense.

12. **MISCELLANEOUS.** It is further agreed as follows:

12.1 **Notice.** All notices required hereunder will be in writing and served by certified mail, return receipt requested, postage prepaid, at the addresses shown above, until notification of a change of such addresses. Notice may also be sent by a nationally recognized overnight courier service to the addresses set forth above.

12.2 **Entire Agreement.** This Agreement, together with the attachments hereto, constitutes the entire agreement between the Buyer and the Seller and there are no agreements, understandings, warranties or representations between the Buyer and the Seller except as set forth herein. The Agreement cannot be amended except in writing executed by the Buyer and the Seller.

12.3 **Binding Effect.** This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

12.4 **Assignment.** This Agreement shall not be assigned by either party without first obtaining the other party's written consent, which consent may be withheld with or without cause.

12.5 **South Carolina Law.** This Agreement shall be governed, enforced and construed in accordance with the laws of the State of South Carolina.

12.6 **Survival.** All representations made within this Agreement, or in instruments, certificates, opinions, or other writings provided for in this Agreement, shall survive the Closing and shall not merge with the deed.

12.7 **Counterparts / Electronic Transmittal.** This Agreement may be executed by all parties in counterparts, each of which will be deemed an original, but all of such counterparts taken together will constitute one and the same agreement. Facsimile or e-mail copies of this Agreement containing signatures of the parties shall be deemed to be originals and shall be binding.

12.8 **Attorneys Fees/ Costs.** In the event of any dispute arising under this

Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection therewith.

- 12.9 Business Days. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or a day on which banking institutions in the State of South Carolina are required or authorized by law (including executive orders) to close, the compliance with such obligations or delivery shall be deemed acceptable on the next business day.

*****Remainder of Page Intentionally Left Blank*****

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first written above.

WITNESSES:

SELLER:

JOHN T. VERNON, II

Date: _____

WITNESSES:

BUYER:

CITY OF CHARLESTON

By: _____
John J. Tecklenburg

Its: Mayor

Date: _____

b.)



Ratification
Number.....

A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF A VACANT LOT ON AGATHA STREET (0.13 ACRE) (TMS# 351-07-00-070), 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 7. THE PROPERTY IS OWNED BY DONNA R. JOHNSON.

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

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 7 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, a vacant lot on Agatha Street, (0.13 acre) is identified by the Charleston County Assessors Office as TMS# 351-07-00-070, (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

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

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: Agatha Street

Presented to Council: 1/22/2019

Status: Received Signed Petition

Owner Names: Donna R. Johnson

Year Built: NA

Parcel ID: 3510700070

Number of Units: 0

Number of Persons: 0

Race: NA

Acreage: 0.13

Mailing Address: 1430 Agatha St

Current Land Use: Vacant Residential

Address: Charleston, SC 29407

Current Zoning: R-4

Requested Zoning: SR-2

City Area: West Ashley

Recommended Zoning: SR-2

Subdivision:

Appraised Value: \$20,000.00

Council District: 7

Assessed Value: \$800.00

Within UGB: Yes

Stormwater Fees: 0.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 16
Public Service	
Sanitation	Located in existing service area. Property is undeveloped.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water System	CWS service area.
Planning	
Urban Growth Line	Property is an undeveloped site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation:

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

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
 COUNTY OF CHARLESTON)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

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

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

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

SAID PROPERTY, located in West Ashley (0.13 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# : 351-07-00-070 (vacant lot on Agatha Street).

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

Dated this 20th day of
December, 2018

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Donna R Johnson
(Signature)

12.20.2018
(Date)

Donna R Johnson
(Print Name)

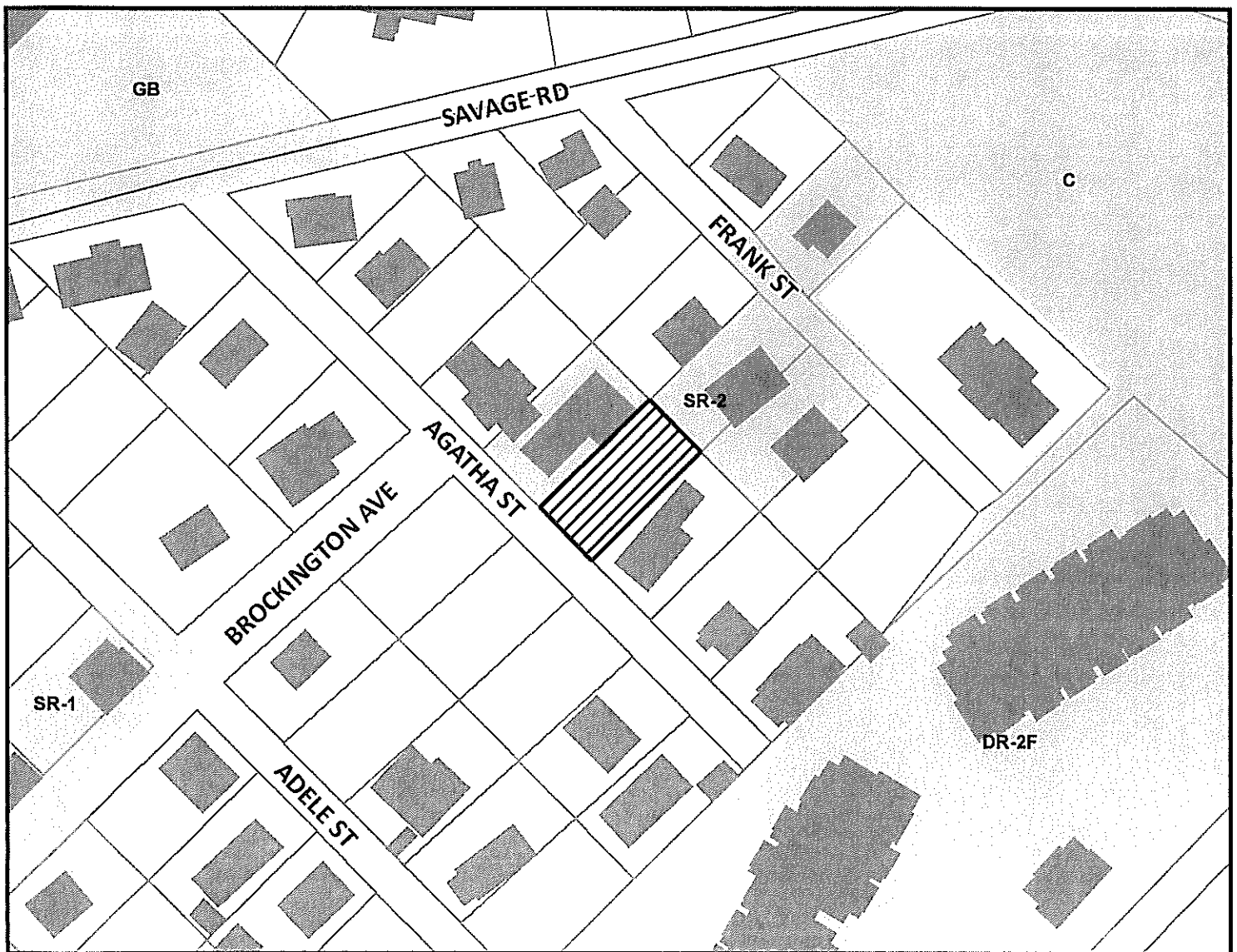
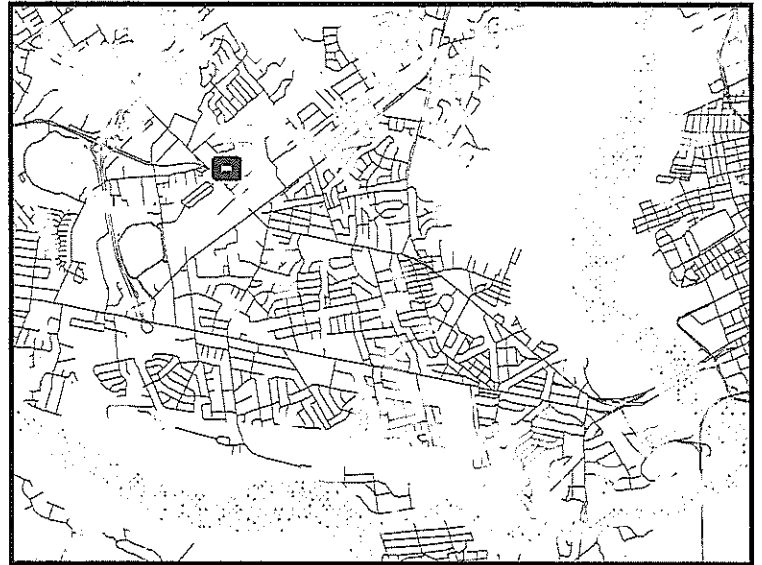
(Signature)

(Date)

(Print Name)

Annexation Map

Location: West Ashley
Property Address: Vacant lot on Agatha St
Tax Map # (TMS): 3510700070
Area (Acres): 0.13
Council District: 7



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

Legend

- Parcels
- Water
- Annexation Area
- Charleston City Limits

