



Town of Summerville
Special Called Council Meeting
Thursday, September 24, 2020 – 2:00pm
Council Chambers – 200 South Main Street

AGENDA

1. Call to Order
2. Consideration of a lease of 100 West Richardson Avenue, Suite D
3. Consideration of a lease with Summerville Commissioners of Public Works for storm debris site
4. Second and final reading of an ordinance to annex Berkeley County TMS# 208-00-02-013 (approximately 973 acres) located off of the Nexton Parkway Interchange and Linda Way, currently zoned HI, Heavy Industrial, and Flex1, Agricultural, in Berkeley County and will be zoned PUD, Planned Development District, upon annexation into the Town of Summerville's municipal limits. (Council District 2)
5. Second and final reading of an ordinance approving a Proposed Development Agreement for HIC LAND, LLC (Whitfield Tract) or its successor in title and authorizing the execution and delivery of a Development Agreement and other instruments including the implementation of a Planned Unit Development document relating thereto by and between the Town of Summerville and HIC LAND, LLC– Berkeley County TMS# 208-00-02-013 for a total of 973 acres.
6. Discussion of Comprehensive Plan Update: "*Summerville: Our Town, Our Future*"
7. Adjourn



EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT (COMMERCIAL)

In consideration of the covenants herein contained, The Town of Summerville, Sole Property Owner(s) (hereinafter called "OWNER") and RE/MAX Pro Realty, Real Estate Company (hereinafter called "BROKER"), agree as follows:

Broker will serve as a [] non agency transaction broker or [X] an agency listing broker in the this transaction.

For the period of time beginning on July 7, 2020, and ending at midnight on June 30, 2021, Owner hereby grants to Broker the sole and exclusive right to lease the real property known as:

Address 100 W. Richardson Ave., Suite D

Tax Map # 137-07-06-002 City Summerville Zip 29483

County of Dorchester, State of South Carolina.

1. EMPLOYMENT: In consideration of the services and facilities of your office and of your agreement to enter the within described property in the Multiple Listing Service of which BROKER is a member, the undersigned Owner does hereby employ the above named BROKER as the sole and exclusive agent, and give said BROKER the exclusive right and authority to lease the herein described property, From July 7, 2020, To June 30, 2021 inclusive, subject to all the terms and conditions hereof.

2. LEASE RATE: Said property is, hereby, listed to lease at a rate of \$ 20.00 per square foot

3. TERMS: Said property may be leased subject to the following terms: Tenant shall be responsible for Monthly Base Rental amount of \$20.00/sqft. as well as monthly NNN charges currently estimated to be \$176.52 monthly. The Leased Premises is a suite containing approximately 900 square feet located in a multi-tenant building.

4. POSSESSION of property shall be relinquished by the Owner to the Tenant in accordance with the terms of the rental agreement.

5. DEFECTS: Owner represents that the property is not subject to any defect and does not contain any hazardous or toxic substance to the best of Owner's belief after due inquiry, unless expressly disclosed herein. Owner agrees to disclose to the BROKER any defects (whether latent affects or otherwise) of the herein described property, and to hold said BROKER harmless from any liability or damages including without limit attorney's fees arising from any defects. Owner represents to the best of Owner's information and belief after due inquiry (i) that Owner has not received notice of any claimed environmental hazard or condition in connection with the property: (ii) that the property contains no hazardous or toxic wastes, asbestos or other substance dangerous or harmful to human health or the environment, and has not been used for the manufacture, storage, or transport of any such substance; and (iii) that no part of the property consists of federal jurisdictional wetlands. Any additional stipulations shall be set forth in writing in this agreement

6. TERMS:

1. Owner agrees that said BROKER has earned a commission of 6% if a tenant who is ready, willing, and able to lease the herein described property at the lease rate and on the terms aforesaid or at any price and terms acceptable to the Owner. Commission to be paid by Owner as follows: 6% per month or as outlined in a separate commission agreement to be entered into at Lease execution. Should the Landlord sell the Leased Premises at any time during Broker's management thereof, Landlord shall pay to Broker, a 6% sales commission, which shall be split evenly with any cooperating Broker involved in the sales transaction.

[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

for the initial term and any renewals, extensions or modifications of any lease entered into pursuant to this listing agreement and for any expansions of, or additions to, the space covered by any lease entered into pursuant to this listing agreement.

2. Owner understands that Broker shall pay cooperating agents/transaction brokers a fee of \$ NA or a commission of 3.000 % of gross lease price. Owner and Broker agree that there shall be no variation or exception in the amount of the fee or commission to be paid, unless otherwise specified in this agreement.
3. Said commission to be paid to BROKER whether said Tenant is found by BROKER, by another Broker, by the undersigned Owner or by any other person.
4. If within 180 consecutive days after the termination of this agreement, a lease of the herein described property is made or effected by the undersigned Owner, directly or through any other person to a prospective tenant to whom any agent of the Listing BROKER, any Cooperating Broker, or the Owner has shown or offered said property during this exclusive listing period, the Owner shall pay the aforementioned commission to the Listing BROKER, provided that the names of the prospective tenants to whom the property was shown by the Listing BROKER or any Cooperating Broker are furnished to the Owner by the Listing BROKER in writing within ten (10) days after termination of this exclusive listing period.

This protection period shall end at 11:59 p.m. on December 27, 2021.

5. ~~In the event that property is sold during the term of this agreement, owner agrees that any outstanding commissions owed to Listing BROKER will be payable at closing.~~

7. **MULTIPLE LISTING SERVICE:** The property shall be shall not be entered into the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent/transaction broker representing/facilitating for the buyer from the fee described above.

8. **LEAD-BASED PAINT:** For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect your Family from Lead in Your Home." to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

9. **ADDITIONAL TERMS AND CONDITIONS:** The following terms and conditions are a part of this Exclusive Right To Lease Listing Agreement of which other terms and conditions are set forth on the front side hereof. The Owner and BROKER do further agree:

1. Said property to be leased subject to zoning ordinances restrictions, easements and conditions of public record, and
2. Owner shall refer to BROKER any inquiries received by the owner and shall not deal directly with prospective tenants for this property during the continuance of this agency and shall allow the BROKER or any participating Broker to show said property at reasonable times upon reasonable notice and shall commit no act which might tend to obstruct the BROKER's performance hereunder; and
3. Owner shall cooperate with BROKER to ascertain all pertinent data concerning subject property so as to avoid error, exaggeration, misrepresentation or concealment of pertinent facts. Owner warrants the accuracy of the information furnished herein and agrees to hold the BROKER harmless from any liabilities or damages arising out of incorrect or undisclosed information. Owner agrees to notify the listing BROKER promptly of any material changes in said information, and
4. The listing BROKER is not responsible for vandalism, theft, damage or maintenance of herein described property; and
5. The Owner agrees to enter into a contract of lease with and to lease said Property to any such ready, willing and able tenant for the rent or upon such other terms and conditions as Owner may hereafter approve; said approval to specifically include Owner's review and acceptance of the credit worthiness of any such tenant; and
6. BROKER shall , or shall not place such "For Lease" signs on said property as BROKER may deem advisable and no other signs shall be placed on said property; and
7. Broker is granted the authority and approval to list and publish all lease data pertaining to the lease of the hereinabove described property. Owner understands and acknowledges that lease data are published for the use

[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

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~~Broker~~

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and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing, leasing and selling of all properties listed in said publication; and

8. ~~Owner shall carry own expense public liability insurance in an amount of at least \$ 1,000,000.00 to protect the interest of the parties to this Agreement, and~~ Delete

9. Owner hereby indemnifies Agent against and agrees to hold and save Agent, its directors, officers, partners, members, employees and agents, harmless from and against any loss, damage, or expense (including courts costs and reasonable attorneys' fees) resulting from any breach of Client's duties and obligations under this Agreement or the negligence, gross negligence, willful misconduct or fraud of Client or its employees, agents and contractors. Agent hereby indemnifies Owner against and agrees to hold and save Owner, it directors, officers, partners, members, employees and agents, harmless from and against any loss, damage, or expense (including courts costs and reasonable attorneys' fees) resulting from any breach of Agent's duties and obligations under this Agreement or the negligence, gross negligence, willful misconduct or fraud of Agent or its employees, agents and contractors

10. RESPONSIBILITIES OF AGENCY BROKER: In consideration of granting BROKER this Exclusive Right to Lease Listing, the BROKER agrees:

1. To direct concentrated efforts in bringing about a lease.
2. To advertise said property as BROKER deems advisable.
3. To encourage cooperating brokers in lease efforts of said property by furnishing information and assistance.
4. To keep the Owner/s informed as to the progress made toward finding a tenant for said property.
5. To make an earnest and continued effort to lease the property.

11. RESPONSIBILITIES OF NON-AGENCY TRANSACTION BROKER: Tenants and Owners who do not establish an agency relationship with a Broker and use the services of the Broker are customers. Landlord and Owner agree that Broker shall provide the following customer services to Owner. The Broker shall

1. Use skill, care, and diligence to facilitate the transaction;
2. Be honest, fair and provide accurate information;
3. Account in a timely manner for all funds received by the Broker on behalf of a party to a real estate transaction;
4. Disclose material adverse facts actually known by the Broker that affect the transaction, or the value or condition of the real property and that are not readily ascertainable;
5. Promptly present all written offers and counteroffers involving the sale, lease or exchange of property even when the property is subject to a contract of sale;
6. Keep information confidential as requested in writing by the Owner.

12. BROKER LIABILITY LIMITATION: In Agents performance of the duties herein to secure a lease or leases for the Property Owner agrees Broker provided Owner with benefits, services, assistance, and value in bringing about said lease(s). In consideration and recognition of the risks, rewards, compensation and benefits arising from said lease(s) to Broker, Owner agrees that he shall pay Broker's attorney fees and that Broker, shall not be liable to Owner, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omission, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of Broker shall not exceed the amount set forth herein. Owner will indemnify and hold harmless and pay attorneys fees for Broker from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Broker. Owner agrees that there is valid and sufficient consideration for this limitation of liability and that Broker is the intended third-party beneficiary of this provision.

13. NOTICES: All notices provided for this Listing Agreement shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows

If to Owner The Town of Summerville
200 S. Main Street
Summerville, SC 29483

If to Agent Robert L. Pratt c/o RE/MAX Pro Realty
9209 University Blvd.
Charleston, SC 29406

[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

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The first part of the document discusses the general principles of the law of contract. It states that a contract is an agreement between two or more parties which is intended to be legally binding. The law of contract is concerned with the formation, performance, and breach of contracts.

The second part of the document deals with the requirements for a valid contract. It states that for a contract to be valid, it must be entered into voluntarily, with full understanding of the terms, and with the intention to create legal relations.

The third part of the document discusses the remedies available for breach of contract. It states that the law provides various remedies, including damages, specific performance, and injunctions, to ensure that the contract is performed.

The fourth part of the document deals with the discharge of a contract. It states that a contract may be discharged by agreement, frustration, or operation of law.

The fifth part of the document discusses the assignment of a contract. It states that a contract may be assigned to another party, provided that the assignment does not materially alter the obligations of the original party.

The sixth part of the document deals with the privity of contract. It states that only the parties to a contract are bound by its terms, and a third party cannot enforce a contract.

The seventh part of the document discusses the doctrine of promissory estoppel. It states that a promise made by one party to another, which is intended to be acted upon, may be enforceable even if it is not a contract.

The eighth part of the document deals with the law of tort. It states that a tort is a civil wrong which causes harm to another person. The law of tort is concerned with the liability of a person for a tort.

14. **CONFIDENTIALITY:** All financial data and other proprietary information with regard to the Property shall be treated as confidential by Agent and shall be disseminated to third parties on a "need to know" basis only. Upon the termination or completion of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client except as provided for under South Carolina law.

15. **SPECIAL STIPULATIONS:** The following stipulations shall, if conflicting with printed matter, control (use addendum if necessary): NA

16. **ENFORCEMENT:** The parties agree that Broker ^{AND/OR OWNER} may take action to enforce this Agreement or collect any associated costs, fees, and damages. ~~Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.~~

17. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation ~~in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®.~~ Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

18. **NO CONTROL OF COMMISSION RATES OR FEES:** The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner, and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. Any compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of compensation, and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS or by any persons other than the Listing Broker.

19. **OTHER TERMS AND CONDITIONS:** NA

THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT, THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Owner: Rebecca Vance Date: 4:34 Time: 8/13/00
The Town of Summerville
Email: rvance@Summervillesc.gov Phone: 843-871-6000 Fax: _____

Witness: _____ Date _____ Time _____

[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA

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Owner: _____ Date _____ Time _____

Email: _____ Phone: _____ Fax: _____

Witness _____ Date _____ Time _____

Owner's Mailing Address: _____

Real Estate Firm: RE/MAX Pro Realty Phone (843)576-2705

By: [Signature] Date 7.15.2020 Time _____
Robert Pratt

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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[] OWNER, [] OWNER, AND [] BROKER HAVE READ THIS PAGE.

Form 226

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STATE OF SOUTH CAROLINA)
) LEASE
COUNTY OF DORCHESTER)

This lease (“Lease”) is given by the Commissioners of Public Works of the Town of Summerville (Lessor – “CPW”) to the Town of Summerville (Lessee – “Town”) for a portion of a tract of land described herein, and is dated as of the date affixed by the last party to sign.

WHEREAS, the Town and CPW are each duly organized and existing under the Constitution and laws of South Carolina, and are each capable of entering into this Agreement; and

WHEREAS, the Town is desirous of securing property for the purpose of temporary storage of storm debris in the event of a hurricane and/or other natural disaster; and

WHEREAS, CPW is owner of a 213.417-acre tract of land, partially shown in Exhibit A attached hereto and incorporated herein (the “Parent Parcel”), 36 acres of which is suitable for the Town’s purpose; and

WHEREAS, CPW is agreeable to lease to the Town the said 36-acre parcel, which is more fully described in Exhibit A attached hereto and incorporated herein (the “Leased Property”), for the purpose set forth above; and

WHEREAS, the parties desire to set forth their respective rights and obligations regarding the Town’s use, improvement, maintenance and repair of said Leased Property for the above stated purpose.

NOW, THEREFORE, for and in consideration of the annual lease payment set forth hereinbelow and the terms set forth in this Lease, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are hereby fully incorporated into this Lease to the same extent as if set out herein verbatim.

2. The initial term of this Lease shall be for Three (3) years to commence on January 1, 2021 with the option of seven (7) one (1) year renewal terms upon such terms and conditions as the parties may agree. The annual payment during the initial term is set forth in Section 3, below. If at any time subsequent to the completion of the initial term of this Lease, CPW receives a bona fide purchase offer for the purchase of the Parent Parcel, Town will be given

the option to purchase the entire 213.417-acre tract upon the same terms as the purchase offer, provided the closing should take place within ninety (90) days of the date written notice of the bona fide purchase offer is delivered to the Town by CPW. Should the Town not elect to purchase the Parent Parcel, and should the purchase of said Parent Parcel not be closed within ninety (90) days of the date written notice of the bona fide purchase offer is delivered to the Town by CPW, this Lease may be terminated by CPW at the conclusion of said ninety (90) days. Similarly, if at any time a CPW operational need for the Leased property arises, as determined solely by CPW, this Lease may be terminated with ninety (90) days written notice. Notwithstanding the foregoing right of termination with ninety (90) days notice, any termination notice **shall not be effective until the official end of any active hurricane season (June-November)** which may be in effect at said time and the Town shall have ninety (90) days from the conclusion of said active hurricane season to remove any debris which may be remaining on the Leased Property.

3. The initial lease payment for the initial term shall be One (1) dollar and no/100 (\$1.00) per annum.

4. In accordance with the purpose, terms and conditions set forth herein, the CPW shall permit the Town to access the Lease Property for permitting, site preparation, debris placement, debris removal and debris monitoring in the Leased Property only.

5. As further consideration for the granting of this Lease, the Town shall construct an all-purpose road with access gate, the location of which is reflected on Exhibit A. Prior to beginning construction of this road, the plans and specifications shall be submitted to CPW for its approval. In the event that the Lease is terminated prior to the initial three (3) year lease or the seven (7) one year renewals, if any, CPW will pay the Town one tenth (1/10th) the cost of the road and site improvements necessary to prepare the site for its intended use for each full year remaining on the lease and renewals. The costs are summarized and attached to this Lease in Exhibit B.

6. At or prior to the termination of this Lease, all debris shall be removed from the Leased Property. Should the Town fail to remove any of said debris, it will be liable to CPW for the actual cost of removal. This provision shall survive the termination of this Lease.

7. The Town shall require any contractors, consultants or other agents working on the Leased Property on the Town's behalf to furnish general liability insurance covering CPW as a named insured with said policy limits being One million and no/100 dollars (\$1,000,000.00) per occurrence. The Town shall provide satisfactory written confirmation of such coverage

to CPW upon CPW's request. Any failure by the Town to require such coverage shall constitute an event of default under this Lease, entitling CPW to immediately terminate this Lease and recover from the Town any and all loss, damage or claim relating to said failure. The provisions of this section of the Lease shall survive the termination hereof.

8. The Town shall be responsible for preparing the Leased Property in a manner consistent with the proposed use of temporary debris storage, and for maintaining and using the Leased Property in full compliance with all applicable laws, rules and regulations; to include, but not limited to, environmental laws, rules and regulations.

9. Notice given under this Lease shall be effective when hand delivered or when received by the addressee, if sent by a nationally recognized overnight delivery (receipt requested) as follows:

If to the Town:

Mayor Richard G. Waring
200 South Main Street
Summerville, SC 29483

cc: Town Attorney
200 South Main Street
Summerville, SC 29483

If to the CPW:

Summerville Commissioners of Public Works
PO Box 817
Summerville, SC 29484

cc: CPW Attorney
Reeves Law, PA
400 N. Cedar St.,
Summerville, SC 29483

10. In the event of any default hereunder, the non-defaulting party shall have the right to immediately terminate this Lease and to pursue any and all of its legal and equitable remedies against the defaulting party. The prevailing party in any litigation brought hereunder shall be entitled to reimbursement for the costs thereof, to include reasonable attorneys' fees.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, the Duly Authorized Officials of the Town and CPW have hereunto placed their signatures and duly attested their seals to this legally binding lease on the dates below their signatures.

Attest:

Beth Messervy

Clerk of Council

Date Executed: _____

Witness:

By: _____

Ricky Waring, Mayor

TOWN OF SUMMERVILLE

Date Executed: _____

By: _____

Stephen W. Mueller, Chair

**COMMISSIONERS OF PUBLIC WORKS OF
THE TOWN OF SUMMERVILLE**

Date Executed: _____

Witness

ORDINANCE

TO ANNEX TO, AND INCORPORATE WITHIN THE CORPORATE LIMITS OF THE TOWN OF SUMMERVILLE, THE PARCEL OWNED BY THE WHITFIELD COMPANY, ADJACENT TO THE BOUNDARY LINE OF THE TOWN, AS DESCRIBED ON THE DEEDS AND PREPARED PLATS ATTACHED HERETO AND INCORPORATED BY REFERENCE:

WHEREAS, the owner of the real estate designated as Berkeley County TMS# 208-00-02-013, Nexton Parkway Interchange, Linda Way, and Drop Off Drive, described as approximately 973 acres, has petitioned the Town Council of the Town of Summerville to annex into the Town of Summerville.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Members of Town Council duly assembled;

SECTION I. That the described land on the attached deed and prepared plat, contiguous to the boundary of the Town of Summerville is hereby annexed to, taken into and made a part of the Town of Summerville and including the public roadway (s) immediately adjacent to the property lines of the parcel for the purposes of providing public service to the parcel.

SECTION II. That the property above described and hereby annexed shall be Zoned PUD Planned Development District” and be classified as PUD “Planned Development District” under the Zoning Ordinance of the Town of Summerville.

Ratified this _____ day of _____, 2020 A.D.

Ricky Waring, Mayor

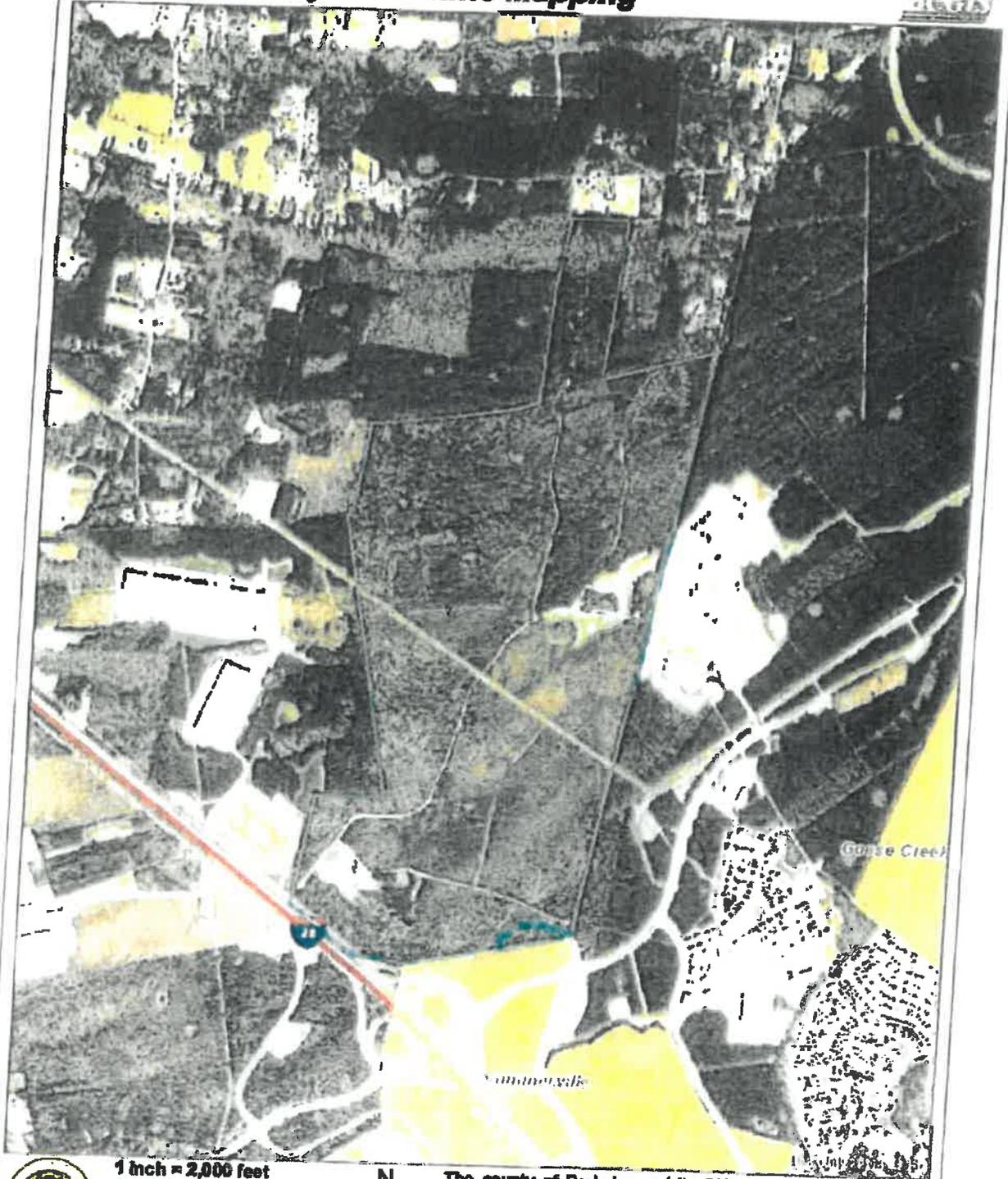
Beth Messervy, Town Clerk

PUBLIC HEARING: May 20, 2019

FIRST READING: June 13, 2019

SECOND READING:

Berkeley County GIS Online Mapping



1 inch = 2,000 feet

1 in
Date: 4/30/2019
Berkeley County GIS



The county of Berkeley and its GIS Department disclaims accountability for this product and makes no warranty express or implied concerning the accuracy thereof. Responsibility for interpretation and application of this product lies with the user.

ORDINANCE

AN ORDINANCE APPROVING A PROPOSED DEVELOPMENT AGREEMENT FOR HIC LAND, LLC (WHITFIELD TRACT) OR ITS SUCCESSOR IN TITLE AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT AND OTHER INSTRUMENTS INCLUDING THE IMPLEMENTATION OF A PLANNED UNIT DEVELOPMENT DOCUMENT RELATING THERETO BY AND BETWEEN THE TOWN OF SUMMERVILLE AND HIC LAND, LLC - BERKELEY COUNTY TMS# 208-00-02-013 for a total of 973 acres.

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the "Act"), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Summerville Town Council, the governing body of the Town of Summerville, South Carolina had adopted Ordinance No. 06-1002 (a amended) establishing the provisions for Development Agreements; and

WHEREAS, HIC LAND, LLC (the "Developer") has applied for and prepared a Development Agreement and PUD document on behalf of the seller, The Whitfield Company, who owns certain land suitable for residential, commercial, light industrial, civic, recreational and open space, and;

WHEREAS, pursuant to the Act, the Town of Summerville is authorized to enter into binding development agreements with certain persons having legal or equitable interests in real property, and;

WHEREAS, the Town of Summerville and the Developer have not concluded their negotiations with respect to the terms of the development agreement for the property owned by the Developer or its successor in title.

NOW THEREFORE, BE IT ORDAINED by the Summerville Town Council, in a meeting duly assembled, that the development agreement, in substantially the form attached hereto as Exhibit A, with such changes as Summerville Town Council shall approve, the execution of a definitive development agreement to be conclusive evidence of such approval, is hereby approved.

ADOPTED this _____ day of _____ 2020.

Ricky Waring
Mayor
Town of Summerville, SC

ATTEST:

Beth Messervy, Town Clerk
Town of Summerville, SC

Public Hearing: May 14, 2020
First Reading: May 14., 2020 Second Reading _____, 2020