



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

TO: Honorable Mayor and Members of City Council
FROM: John F. McDonough, City Manager

Agenda Item No.

16a

Ordinance/First Reading
 Ordinance/Second & Final Reading
 Resolution/First & Final Reading
 Information Only

AGENDA DATE REQUESTED: August 9, 2021

ORDINANCE/RESOLUTION CAPTION:

RESOLUTION TO ACCEPT A STORM DRAINAGE EASEMENT FROM SALVATION ARMY AT THE KROC CENTER OF GREENVILLE

SUMMARY BACKGROUND:

The city of Greenville has identified various storm drain improvements within the Rhett Street drainage basin needed to address capacity issues within the basin. The identified improvements include a pipe size upgrade of the existing crossline pipe that extends under South Academy Street and onto two properties owned by the Salvation Army at the Kroc Center of Greenville. The City is coordinating to perform the upgrade of the storm drain crossline in conjunction with the construction of the Merrill Gardens Senior Living Facility and has identified the easement area needed on the Salvation Army properties. The City has appraised the value of the easement at Forty-four Thousand and No/00 Dollars (\$44,000.00) and the Salvation Army has agreed to grant the City a permanent storm drain easement for the long-term maintenance of the storm drain improvements.

IMPACT IF DENIED:

The City will not accept the easement and will not be able to perform the storm drain upgrades needed to alleviate flooding and accommodate future development within the Rhett Street drainage basin.

FINANCIAL IMPACT

Forty-four Thousand and No/00 Dollars (\$44,000.00)

REQUIRED SIGNATURES

Department Director

DocuSigned by:

Dave Derrick

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City Attorney

DocuSigned by:

Michael S. Pitts

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DocuSigned by:

OMB Director

City Manager

John F. McDonough

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A RESOLUTION

TO ACCEPT A STORM DRAINAGE EASEMENT FROM SALVATION ARMY
AT THE KROC CENTER OF GREENVILLE

WHEREAS, Salvation Army, a Georgia Corporation, is the owner of real properties along the north side of South Academy Street at the location of Kroc Center of Grenville and more specifically identified as Tax Map Numbers 0056000300100 and 0056000401800; and

WHEREAS, the city of Greenville (the “City”) has identified various storm drain improvements within the Rhett Street drainage basin to address capacity issues within the basin, a portion of which includes a pipe size upgrade of the existing crossline pipe that extends under South Academy Street and onto the Salvation Army properties; and

WHEREAS, the City is coordinating to perform the upgrade of the crossline pipe in conjunction with the construction of the Merrill Gardens Senior Living Facility, and the City has identified the easement area needed for the storm drain improvements on the Salvation Army properties at an appraised value of Forty-four Thousand and No/00 Dollars (\$44,000.00); and

WHEREAS, the Salvation Army has agreed to grant the City the permanent easement for the long-term maintenance of the storm drain improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, the City hereby accepts the storm drain easement from the Salvation Army as shown in Exhibit A, with the easement area shown more specifically on a plat in Exhibit B, which is attached hereto and incorporated herein by reference, and incorporates said easement and the facilities located therein into the City’s storm drain inventory system. The City Manager is hereby authorized to carry out any action and/or execute such documents as reasonable to implement the purposes of this Resolution. This acceptance of the dedication shall apply without further action by City Council to any minor revision or amendment to such documents. Upon acceptance by the City, the stormwater facilities shall become part of the City stormwater system subject to the absolute control of the City in the same manner and under the same terms as applicable to other stormwater facilities in the City’s system.

RESOLVED THIS _____ DAY OF _____, 2021.

MAYOR

Attest:

CITY CLERK

EXHIBIT A

RESOLUTION OF THE BOARD OF TRUSTEES
OF
THE SALVATION ARMY

A Corporation organized and existing under and by virtue of the laws of the State of Georgia and having its principal office in Atlanta, Dekalb County, Georgia.

BE IT RESOLVED THAT this Corporation, THE SALVATION ARMY, A GEORGIA CORPORATION, is in good standing in the State of Georgia. For the purpose of furnishing documentary evidence of and making authoritative decisions or signing documents on behalf of The Salvation Army, A Georgia Corporation for the construction easement on property located at 424 Westfield Street, Greenville, South Carolina:

THEREFORE, be it known that:

- Willis Howell, President
- or
- Ralph Bukiewicz, Vice President
- or
- James Seiler, Treasurer/Assistant Secretary
- or
- Austruberto Flores, Assistant Treasurer
- or
- Leon Ferraez, Secretary
- or
- Melanie Mathis Brackett, Assistant Secretary

are authorized, directed and empowered to issue, sign and deliver any and all documents, as the act and deed of this corporation as set forth in Article 3, Paragraph 4 of the Certificate of Incorporation and By-Laws.

I, Melanie Mathis Brackett, Assistant Secretary of The Salvation Army, A Georgia Corporation, do hereby certify that the foregoing is a true and correct Resolution adopted by the Board of Trustees of said Corporation at a meeting held on this the 8th of July 2021.

IN WITNESS WHEREOF I have hereunto set my hand officially and affixed the seal of this Corporation on this 8th of July 2021.



Assistant Secretary

Sworn to and subscribed before me on this 8th of July 2021.



Notary Public

WILLENE SEARCY
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires
03-05-2023

STATE OF SOUTH CAROLINA)	STORM DRAINAGE EASEMENT
)	TMS No. 0056000300100
COUNTY OF GREENVILLE)	and TMS No. 0056000401800

KNOW ALL PERSONS BY THESE PRESENTS:

1. That THE SALVATION ARMY, a Georgia corporation (the "Grantor"), in consideration of the payment by Grantee in the amount of **Forty-four Thousand and No/00 Dollars (\$44,000.00)**, the receipt and sufficiency of which is hereby acknowledged, does, subject to limitations shown below, hereby grant, bargain, sell, and convey unto the CITY OF GREENVILLE (the "Grantee"), a municipal corporation and political subdivision of the State of South Carolina exempt from recording fees under S.C. Code Ann., §12-24-40(2), its successors and assigns forever, a permanent perpetual easement (the "Easement"), along and over that certain portion of the Property located in the City of Greenville, County of Greenville, State of South Carolina, that is more particularly described as follows:

ALL those certain pieces, parcels and strip of land designated as **Storm Drain Easement Area 1, containing 775 Sq.Ft., 0.018 Acres** and **Storm Drain Easement Area 2, containing 376 Sq.Ft., 0.009 Acres**, (the "Easement Area"), on a plat entitled, "Storm Sewer Easement Exhibit for City of Greenville," prepared by Site Design, Inc., dated April 8, 2021 and recorded in the Register of Deeds Office for Greenville County in Plat Book ____ at Page ____ . Reference to said plat is hereby made for the metes and bounds thereof.

2. Grantor hereby warrants that Grantor is legally qualified and capable of granting an easement with respect to the Easement Area described herein.

3. This Easement conveys to Grantee, its successors and assigns, the following: the right and privilege of entering the Easement Area, and to construct, maintain and operate within the limits of same, a storm drainage conveyance system, which may include, but is not limited to, a channel, pipelines, manholes, and any other adjuncts deemed by the Grantee to be necessary for the purpose of conveying storm drainage (hereinafter the "System"), but does not include retaining walls, walls and fences, and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said Grantee may deem desirable; the right at all times to cut away and keep clear of said Easement Area any and all vegetation that might, in the opinion of the Grantee, endanger or injure the System or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from the Easement Area across the land referred to above for the purpose of exercising the rights herein granted; provided that the failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same.

4. Grantor shall maintain and use the Easement Area, provided that such maintenance and use by the Grantor shall not, in the opinion of the Grantee, interfere or conflict with the use of the Easement Area by the Grantee for the purposes herein mentioned, and that no use shall be

made of the Easement Area that would, in the opinion of the Grantee, injure, endanger or render inaccessible the System or its appurtenances.

5. No building or structure shall be erected over the Easement Area nor so close thereto as to impose any load thereon to the System. In the event a building or other structure should be erected contiguous to said Easement Area, no claim for damages shall be made by the Grantor, its heirs, personal representatives, successors and assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligence of operation or maintenance, of the System or its appurtenances, or any accident or mishap that might occur therein or thereto.

6. Grantor understands this Easement will be recorded in the public land records of Greenville County, South Carolina and shall run with the land.

7. TO HAVE AND TO HOLD, subject to limitations shown above, all and singular the right to the CITY OF GREENVILLE, South Carolina, its successors and assigns, and Grantor hereby binds itself, its heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular said premises unto the Grantee herein, its successors and assigns, against itself and every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand and seal this 8th day of July, 2021.

WITNESSES:

Tiana King-Gitchen

Tiana King-Gitchen
Witness 1

Chris SA
Witness 2

THE SALVATION ARMY, a Georgia corporation
(Grantor)

By: [Signature] (SEAL)

Print Name: JAMES K. SEILER, TREASURER

ITS: _____

STATE OF GEORGIA)
)
COUNTY OF Fulton)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of Georgia, certify that the within named Grantor, by and through its duly authorized signatory, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 8th day of July, 2021.

Willene Searcy
Notary Public for Georgia

Print Name: WILLENE SEARCY
My Commission Expires: 03-05-2023

WILLENE SEARCY
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires
03-05-2023

EXHIBIT B

