



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., January 24, 2017, at Charles Towne Landing, 1500 Old Towne Road. The agenda will be as follows:

**AGENDA**

Invocation – Councilmember Waring

Approval of Minutes: January 10, 2017

- a. Request approval of the Facility Use Agreement for the City of Charleston Fire Department to use an approximately 1500 square foot area of land for up to 6 months for the temporary staging of a fire response truck and a mobile home. This property is owned by Old Dominion Freight Line. (1938 Clements Ferry Road; TMS: 268-00-00-076)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: January 24, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 1938 Clements Ferry Road

TMS: 268-00-00-076

PROPERTY OWNER: Old Dominion Freight Line

ACTION REQUEST: Request approval of the Facility Use Agreement for the City of Charleston FD to use an approximately 1500 square foot area of land for up to 6 months for the temporary staging of a fire response truck and a mobile home.

**ORDINANCE:** Is an ordinance required? Yes  No

.....

**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 Department	<u><i>[Signature]</i></u>	<input checked="" type="checkbox"/>
Chief Financial Officer	<u><i>[Signature]</i></u>	<input type="checkbox"/>
Director Real Estate Management	<u><i>[Signature]</i></u>	<input checked="" 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. \_\_\_\_\_ Acct: \_\_\_\_\_  
Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

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

**COMMERCIAL REAL ESTATE FORM**

TO: Real Estate Committee      DATE: January 24, 2017

FROM: Colleen Carducci      DEPT: BFRC

ADDRESS: 1938 Clements Ferry Road

TMS: 268-00-00-076

PROPERTY OWNER: Old Dominion Freight Line

ACTION REQUEST: Request approval of the Facility Use Agreement for the City of Charleston FD to use an approximately 1500 square foot area of land for up to 6 months for the temporary staging of a fire response truck and a mobile home.

**ORDINANCE:** Is an ordinance required? Yes  No

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

**ACQUISITION**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

**DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

**FORECLOSURE**  
Terms: \_\_\_\_\_

**PURCHASE**  
Terms: \_\_\_\_\_

**CONDEMNATION**  
Terms: \_\_\_\_\_

**OTHER**  
Terms: \_\_\_\_\_

**SALE**      Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

**NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

**OTHER**  
Terms: \_\_\_\_\_

**EASEMENT**      Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

**PERMANENT**  
Terms: \_\_\_\_\_

**COMMERCIAL REAL ESTATE FORM**

TEMPORARY  
Terms: \_\_\_\_\_

LEASE Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

INITIAL  
Terms: \_\_\_\_\_

RENEWAL  
Terms: \_\_\_\_\_

AMENDMENT  
Terms: \_\_\_\_\_

FACILITY USE AGREEMENT

Owner: Old Dominion Freight Line  
Terms: Property owner agrees to permit the City of Charleston Fire Department to use an approximately 1500 square foot portion of the property for up to 6 months for the temporary staging of a fire response truck and a mobile home.

**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: *Colleen Carducci*  
Director Real Estate Management

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

**NEED:** Identify any critical time constraint(s).



6. **Maintenance and Repairs:** The City shall maintain the Property in good order and repair, and return the Property to the ODFL in as good a condition as existed at the beginning of the Term, normal wear and tear excepted.
  
7. **Insurance:**
  - a. The ODFL, at all times during the term of this Agreement, shall insure against loss or damage, fire, vandalism and malicious mischief occurring to the Property in accordance with its current insurance policy.
  
  - b. The City acknowledges responsibility for the negligent acts of its employees, officers and/or representatives and shall maintain during the Term of this Agreement liability insurance with a limit not to exceed the amounts listed below for damages to person or property as the result of any one occurrence:
    - i) A limit of Three Hundred Thousand and No/100 (\$300,000.00) Dollars per person, per occurrence, for bodily injury, including death, arising from negligent acts of the City, its employees, officers and/or representatives; and
    - ii) A limit of Six Hundred Thousand (\$600,000.00) Dollars per occurrence, in the aggregate, for bodily injury, including death, from negligent acts of the City, its employees, officers and/or representatives; and
    - iii) A limit of One Hundred Thousand and No/100 (\$100,000) Dollars for damage or destruction of property, per occurrence, arising from the negligence of the ODFL, its employees, officers and/or representatives.
  
  - c. The City assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of City while on the Property during the term of this Agreement.
  
8. **Termination:** Either party, upon thirty (30) days written advance notice, has the right to terminate this Agreement. Any termination under this section shall be deemed a termination for convenience and the other party shall not be entitled to any damages related thereto
  
9. **Notices:** Any and all notices or other communications provided for in this Agreement shall be in writing, shall be signed by the party giving the same, and shall be delivered personally, or mailed by certified mail, return receipt requested, postage prepaid, addressed to the party to whom such communication is directed as herein below provided. Notice shall be deemed to be given and received hereunder on the date of delivery if personally delivered, or two (2) days after the date of mailing if mailed as aforesaid (not including the date of mailing). Any party may change his or its address at any time by giving the other party notice thereof. Such notice shall be addressed as follows:

If to the ODFL:

\_\_\_\_\_  
\_\_\_\_\_

If to the City:

Mayor John J. Tecklenburg  
80 Broad Street  
Charleston, SC 29401

With a copy to:

City of Charleston Legal Department.  
50 Broad Street  
Charleston, SC 29401

10. **Governing Law:** This Agreement is being made in the State of South Carolina and shall be construed and enforced in accordance with the laws of the State of South Carolina.
11. **Severability:** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but should any provision of this Agreement be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, and without invalidating the remainder of such provision or the remaining provisions of this Agreement.
12. **Entire Agreement:** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to such subject matter. No provision hereof can be changed orally, and no change or attempted waiver of any provision hereof will be binding unless in writing and signed by the party against whom the same is sought to be enforced.
13. **Assignability:** This Agreement is not assignable without the express, written consent of the County.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals as of the date and year first written above.

**CITY OF CHARLESTON:**

**ODFL**

\_\_\_\_\_

\_\_\_\_\_

By: John J. Tecklenburg

By: \_\_\_\_\_

Its: Mayor

Its: \_\_\_\_\_



# 1938 Clements Ferry Road



January 18, 2017

1:9,425  
0 430 860 1,300 2600 5200 ft  
0 130 260 520 m