



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 4:00 p.m., February 14, 2017, at City Hall, 80 Broad Street. The agenda will be as follows:

**AGENDA**

Invocation – Councilmember Riegel

Approval of Minutes: January 24, 2017

- a. Request approval of the Second Lease Addendum to extend the term of the lease to February 28, 2022, for the City's parking facilities operations center. The monthly rental rate will be \$1,343.92. This property is owned by the City of Charleston. [TMS: Portion of 460-16-04-008; 401 C King Street, a portion of the Retail/Office area within the Francis Marion Garage leased to Member, Inc. (Master Lease)]
- b. Request approval of the Quit Claim Deed to confirm that the rear or eastern boundary line of the 83 Mary Street property is as shown on the 2014 Forsberg 83 Mary Plat and that the City wishes to quit claim all of its rights, title and interest in the property. This property is owned by 83 Mary, LLC (TMS: 460-12-02-024; 83 Mary Street) [Ordinance]
- c. Request approval for the Second Amendment to Lease exercising the City's one year option period with Charles River Laboratories, Inc. for the police forensics unit commencing April 1, 2017 until March 31, 2018. The property is owned by Charles River Laboratories, Inc. (TMS: 351-15-00-007; 1023 Wappoo Road)
- d. Request approval of the Memorandum of Understanding to exercise the City's one year option period with The Medical University Hospital Authority for the police crime lab commencing June 1, 2017 and ending May 31, 2018. The property is owned by Medical University Hospital Authority. (TMS: 460-15-01-043; 171 Ashley Avenue)

a.)

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

TO: Real Estate Committee DATE: February 13, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 401 C King Street [A portion of the Retail/Office area within the Francis Marion Garage leased to Member, Inc. (Master Lease)]

TMS: Portion of 460-16-04-008

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval of the Second Lease Addendum to extend the term of the lease to February 28, 2022, for the City's parking facilities operations center. The monthly rental rate will be \$1,343.92.

**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 type="checkbox"/>
Legal Department	<i>Stephen Cantwell</i>	<input type="checkbox"/>
Chief Financial Officer	<i>Amy Wharton</i>	<input type="checkbox"/>
Director Real Estate Management	<i>Colleen Carducci</i>	<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. 90000 Acct: 52510

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: February 13, 2017

FROM: Colleen Carducci                      DEPT: BFRC

ADDRESS: 401 C King Street [A portion of the Retail/Office area within the Francis Marion Garage leased to Member, Inc. (Master Lease)]

TMS: Portion of 460-16-04-008

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval of the Second Lease Addendum to extend the term of the lease to February 28, 2022, for the City's parking facilities operations center. The monthly rental rate will be \$1,343.92.

**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 \_\_\_\_\_

**COMMERCIAL REAL ESTATE FORM**

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

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

**LEASE**      Lessor: Member, Inc.      Lessee: City of Charleston

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

**RENEWAL**  
Extend the term of the lease to February 28, 2022. The annual rental rate will be \$16,127.00, (\$1,343.92 monthly).  
Terms: \_\_\_\_\_

**AMENDMENT**  
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: *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).

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

THIRD LEASE ADDENDUM

THIS Third Lease Addendum to the Original Lease (hereinafter the "Third Addendum") is made and entered into this \_\_\_ day of January, 2017, by and between Member, Inc. (hereinafter "Landlord") and City of Charleston (hereinafter "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated February 15, 2001 (hereinafter the "Original Lease") for certain premises known as 401-C King Street, approximately 2,900 sq ft located in the rear of the first floor of the Francis Marion Parking Garage Retail Complex, Charleston, South Carolina, for a term beginning March 1, 2001 and as previously extended through February 28, 2017 and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties hereby agree to add to the Original Lease as follows:

1. **Term** – the lease is hereby extended for an additional five (5) year term, from March 1, 2017 through February 28, 2022.
2. The Monthly Base Rent shall be \$1,343.92 per month with no annual rent escalations.
3. The remainder of the terms and conditions of the Original Lease are to remain the same with the exception of that which has been amended herein above.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day and year first above written.

WITNESS:

McNay

LANDLORD:  
MEMBER, INC.

BY: [Signature]

ITS: Authorized Agent

WITNESS:

\_\_\_\_\_

TENANT:  
THE CITY OF CHARLESTON

BY: \_\_\_\_\_

John J. Tecklenburg  
Mayor

b.)

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

TO: Real Estate Committee DATE: February 13, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 83 Mary Street

TMS: 460-12-02-024

PROPERTY OWNER: 83 Mary, LLC

**ACTION REQUEST:** Request approval of the Quit Claim Deed to confirm that the rear or eastern boundary line of the 83 Mary Street property is as shown on the 2014 Forsberg 83 Mary Plat and that the City wishes to quit claim all of its rights, title and interest in the property

**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 type="checkbox"/>
Legal Department	<i>Trina Cantor</i>	<input type="checkbox"/>
Chief Financial Officer	<i>Amy Wharm</i>	<input type="checkbox"/>
Director Real Estate Management	<i>Colleen Carducci</i>	<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: February 13, 2017

FROM: Colleen Carducci      DEPT: BFRC

ADDRESS: 83 Mary Street

TMS: 460-12-02-024

PROPERTY OWNER: 83 Mary, LLC

ACTION REQUEST: Request approval of the Quit Claim Deed to confirm that the rear or eastern boundary line of the 83 Mary Street property is as shown on the 2014 Forsberg 83 Mary Plat and that the City wishes to quit claim all of its rights, title and interest in the property

**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: \_\_\_\_\_

**COMMERCIAL REAL ESTATE FORM**

**EASEMENT** | Grantor City of Charleston Grantee 83 Mary, LLC

**PERMANENT**      Quit Claim Deed

Terms:                      The City releases its right, title and interest for the rear or eastern boundary line of the 83 Mary Street property as shown on the 2014 Forsberg 83 Mary Plat.

**TEMPORARY**

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

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

**INITIAL**

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

**RENEWAL**

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

**AMENDMENT**

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: *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).





Ratification  
Number \_\_\_\_\_

## A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A QUITCLAIM DEED TO 83 MARY, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, QUITCLAIMING ANY INTEREST OF THE CITY IN THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SHOWN AND DESIGNATED AS "TMS 460-12-02-024, 83 MARY, LLC 0.059 ACRES 83 MARY STREET" ON THAT CERTAIN PLAT ENTITLED "BOUNDARY SURVEY TMS 460-12-02-024 83 MARY STREET CITY OF CHARLESTON CHARLESTON COUNTY, S.C." PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC. DATE NOVEMBER 21, 2014, REVISED NOVEMBER 22, 2014 AND RECORDED ON DECEMBER 3, 2014 IN PLAT BOOK L14, AT PAGE 0501 IN THE CHARLESTON COUNTY RMC OFFICE.

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

Section 1. Findings. 83 Mary, LLC (the "Grantee") is the current owner of the property commonly known as 83 Mary Street, Charleston, S.C. In 1980, the City was granted a perpetual, transmissible, commercial easement (the "City Easement") in the Master Deed that established the South Carolina Railroad Building Horizontal Property Regime (the "SC Railroad Building HPR"), said Master Deed being dated August 24, 1990 and recorded on August 29, 1990 in Book E-196, at Page 118 in the Charleston County RMC Office. The purpose of the City Easement is pedestrian and vehicular ingress and egress between Ann Street and Mary Street and to a parking lot located to the west of the SC Railroad Building HPR property and for installation and maintenance of underground utilities. The City Easement is shown on that certain plat prepared by Forsberg Engineering and Surveying, Inc. dated June 7, 1988 and recorded on June 23, 1988 in Plat Book BS, at Page 24 in the Charleston County RMC Office. The City Easement is located immediately adjacent to the rear or eastern boundary line of foregoing 83 Mary Street property. The most recent plat of the 83 Mary Street property is the plat prepared by Forsberg Engineering And Surveying, Inc. dated November 21, 2014, revised on November 22, 2014 and recorded on December 3, 2014 in Plat Book L14, at Page 0501 in the Charleston County RMC Office (the "2014 Forsberg 83 Mary Plat"). The rear or eastern boundary line of the 83 Mary Street property, as shown on the 2014 Forsberg 83 Mary Plat, the western boundary

of the City Easement, as shown on the plat prepared by Forsberg Engineering and Surveying, Inc. recorded on June 23, 1988 in Plat Book BS, at Page 24 in the Charleston County RMC Office and the western boundary of the SC Railroad Building HPR property as shown on the plat prepared by Forsberg Engineering and Surveying, Inc. dated October 5, 1987 and recorded on December 29, 1987 in Plat Book BQ, at Page 2 in the Charleston County RMC Office, are all consistent. 83 Mary, LLC has requested that the City confirm that the rear or eastern boundary line of the 83 Mary Street property is as shown on the 2014 Forsberg 83 Mary Plat. The City is amenable to that request.

Section 2. The Mayor is hereby authorized to execute on behalf of the City a quitclaim deed to 83 Mary, LLC, a South Carolina limited liability company, quitclaiming any interest of the City in that certain piece, parcel or tract of land situate, lying and being in the City of Charleston shown and designated as "TMS 460-12-04-024 83 MARY STREET LLC 0.059 ACRES MARY STREET" on that certain plat entitled "BOUNDARY SURVEY TMS 460-12-02-024 83 MARY STREET CITY OF CHARLESTON CHARLESTON COUNTY, S.C.", by Forsberg Engineering and Surveying Inc., dated November 21, 2014, revised November 22, 2014 and recorded on December 3, 2014 in Plat Book L14, at Page 0501 in the Charleston County RMC Office, a copy of said quitclaim deed being attached to this Ordinance and incorporated herein by reference.

Section 3. This Ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of \_\_\_\_\_ in the Year of Our Lord, 2017, and in the \_\_\_\_<sup>th</sup> Year of the Independence of the United States of America

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST: \_\_\_\_\_  
Vanessa Turner Maybank,  
Clerk of Council

Recording Requested By and  
When Recorded Mail to:

D. Carlyle Rogers, Jr., PC  
P.O. Box 2468  
Mt. Pleasant, SC 29465

Recording Time, Book & Page

## SOUTH CAROLINA QUITCLAIM DEED

CHARLESTON COUNTY

DATE: as of February \_\_, 2017

**Grantor**

City of Charleston, South Carolina, a political  
subdivision of the State of South Carolina

**Grantee**

83 Mary, LLC, a South Carolina limited liability  
company

Grantee's Address: 810 South Main Street  
Akron, OH 44311

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

**WHEREAS**, 83 Mary, LLC (the "Grantee") is the current owner of the property commonly known as 83 Mary Street, Charleston, SC;

**WHEREAS**, the City of Charleston, South Carolina, a political subdivision of the State of South Carolina (the "Grantor") was granted a perpetual, transmissible, commercial easement (the "City Easement") in the Master Deed that established the South Carolina Railroad Building Horizontal Property Regime (the "SC Railroad Building HPR"), said Master Deed being dated August 24, 1990 and recorded on August 29, 1990 in Book E-196, at Page 118 in the Charleston County RMC Office;

**WHEREAS**, the purpose of the City Easement is pedestrian and vehicular ingress and egress between Ann Street and Mary Street and to a parking lot located to the west of the SC Railroad Building HPR property and for installation and maintenance of underground utilities;

**WHEREAS**, the City Easement is shown on that certain plat prepared by Forsberg Engineering and Surveying, Inc. dated June 7, 1988 and recorded on June 23, 1988 in Plat Book BS, at Page 24 in the Charleston County RMC Office;

**WHEREAS**, the City Easement is located immediately adjacent to the rear or eastern boundary line of foregoing 83 Mary Street property;

**WHEREAS**, the most recent plat of the 83 Mary Street property is the plat prepared by Forsberg Engineering And Surveying, Inc. dated November 21, 2014, revised on November 22, 2014 and recorded on December 3, 2014 in Plat Book L14, at Page 0501 in the Charleston County RMC Office (the "2014 Forsberg 83 Mary Plat");

**WHEREAS**, to the rear or eastern boundary line of the 83 Mary Street property, as shown on the 2014 Forsberg 83 Mary Plat, the western boundary of the City Easement, as shown on the plat prepared by Forsberg Engineering and Surveying, Inc. recorded on June 23, 1988 in Plat Book BS, at Page 24 in the Charleston County RMC Office and the western boundary of the SC Railroad Building HPR property as shown on the plat prepared

by Forsberg Engineering and Surveying, Inc. dated October 5, 1987 and recorded on December 29, 1987 in Plat Book BQ, at Page 2 in the Charleston County RMC Office, are all consistent;

**WHEREAS**, the Grantee has requested that the Grantor confirm that the rear or eastern boundary line of the 83 Mary Street property is as shown on the 2014 Forsberg 83 Mary Plat;

**WHEREAS**, the Grantor now wishes to quit claim all of its right, title and interest, if any, in the foregoing property to the Grantee by reference to the 2014 Forsberg 83 Mary Plat; and

**WHEREAS**, in ordinance number \_\_\_\_\_, that was enacted on February \_\_\_\_, 2017, the Grantor's city council approved the execution and delivery of this Quit Claim Deed.

**KNOW ALL MEN BY THESE PRESENTS**, that Grantor, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, paid by the Grantee to Grantor, does hereby remise, release and forever quitclaim unto the Grantee, its heirs, successors and assigns, all of the Grantor's right, title and interest, if any, in and to the following real estate (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO & INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION OF PREMISES

**TOGETHER** with all and singular the Rights. Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

**TO HAVE AND TO HOLD**, all and singular the Premises before mentioned, unto the Grantee and Grantee's heirs, successors and assigns forever so that neither the Grantor, nor its successors and assigns, shall at any time hereafter, by any way or means, have, claim or demand any right or title whatsoever to the aforesaid Premises or appurtenances, or any part or parcel thereof, forever.

**IN WITNESS WHEREOF**, Grantor has caused this Quit Claim Deed to be executed under seal effective as of the date set forth above.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**GRANTOR:**

**City of Charleston, South Carolina**, a political subdivision of the State of South Carolina

\_\_\_\_\_  
Witness#1

By: \_\_\_\_\_  
Name: John J. Tecklenburg

Its: Mayor

\_\_\_\_\_  
Witness#2



**EXHIBIT "A"**  
**(Legal Description)**

All that certain piece, parcel or tract of land, situate, lying and being in the City of Charleston, Charleston County, State of South Carolina, shown and designated as "TMS 460-12-02-024 83 MARY LLC 0.059 ACRES 83 MARY STREET" on that certain plat entitled "BOUNDARY SURVEY TMS 460-12-02-024 83 MARY STREET CITY OF CHARLESTON CHARLESTON COUNTY, S.C." prepared by Lewis Smith Moore of Forsberg Engineering And Surveying, Inc. dated November 21, 2014, revised on November 22, 2014 and recorded on December 3, 2014 in Plat Book L14, at Page 0501 in the Charleston County RMC Office. Said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to 83 Mary, LLC by deed of King Street Enterprises, LLC dated July 31, 2014 and recorded on August 5, 2014 in Book 0420, at Page 982 in the Charleston County RMC Office and by Quit Claim Deed from King Street Enterprises, LLC to 83 Mary, LLC dated December 19, 2016 and recorded on December 21, 2016 in Book 0605, at Page 589 in the Charleston County RMC Office

TMS# 460-12-02-024



C.)

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

TO: Real Estate Committee DATE: February 13, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 1023 Wappoo Road

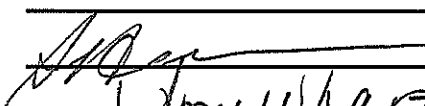
TMS: 351-15-00-007

PROPERTY OWNER: Charles River Laboratories, Inc.

ACTION REQUEST: Request approval for the Second Amendment to Lease exercising the City's one year option period with Charles River Laboratories, Inc. for the police forensics unit commencing April 1, 2017 until March 31, 2018

**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 type="checkbox"/>
Legal Department		<input checked="" type="checkbox"/>
Chief Financial Officer	<u>Amy Wharm</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</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. 200000 Acct: 52510

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: February 13, 2017

FROM: Colleen Carducci                      DEPT: BFRC

ADDRESS: 1023 Wappoo Road

TMS: 351-15-00-007

PROPERTY OWNER: Charles River Laboratories, Inc.

ACTION REQUEST: Request approval for the Second Amendment to Lease exercising the City's one year option period with Charles River Laboratories, Inc. for the police forensics unit commencing April 1, 2017 until March 31, 2018

**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 \_\_\_\_\_

**COMMERCIAL REAL ESTATE FORM**

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

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

**LEASE**      Lessor: Charles River Laboratories, Inc.      Lessee: City of Charleston

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

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

**AMENDMENT**  
The City is exercising a one year option period for the police forensics unit located at 1023 Wappoo Road commencing April 1, 2017 until  
Terms: March 31, 2018. The monthly rent shall be \$4,382.05.

**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: *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).

**SECOND AMENDMENT TO LEASE**

This Second Amendment to Lease is made as of this 3<sup>rd</sup> day of FEB 2017 (the "Second Amendment"), by City of Charleston ("Lessee"), and Charles River Laboratories, Inc. ("Lessor"), a Delaware corporation.

Whereas, Lessee and Lessor are parties to a Lease dated March 22, 2011 ("Lease"), as amended, concerning Suites A-14, A-15, and B-48, 1023 Wappoo Road, Charleston, SC 29407 ("Premises") more particularly described in the Lease; and

Whereas, Lessee and Lessor have agreed to modify the Lease;

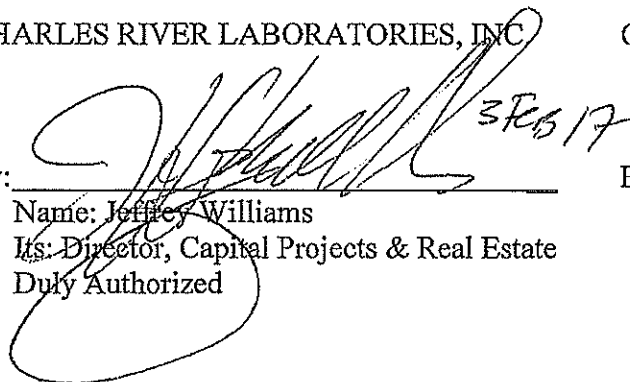
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree that capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Lease except as hereinafter modified:

1. The lease expiration date shall be extended 1 year to March 31, 2018.
2. The rent for the period 4/1/2017-3/31/2018 is \$4,382.05 per month.
3. As modified as set forth above, all of the terms and provisions of the Lease are hereby ratified and confirmed.

Executed as an instrument under seal as of the date first above written.

CHARLES RIVER LABORATORIES, INC

CITY OF CHARLESTON

By:  3 FEB 17  
Name: Jeffrey Williams  
Its: Director, Capital Projects & Real Estate  
Duly Authorized

By: \_\_\_\_\_  
Name:  
Its:  
Duly Authorized

d.)

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

TO: Real Estate Committee DATE: February 13, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 171 Ashley Avenue

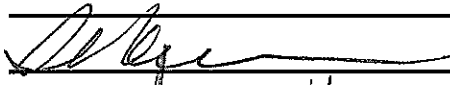
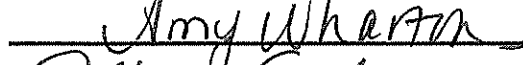
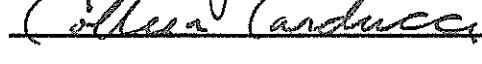
TMS: 460-15-01-043

PROPERTY OWNER: Medical University Hospital Authority

ACTION REQUEST: Request approval of the Memorandum of Understanding to exercise the City's one year option period with The Medical University Hospital Authority for the police crime lab commencing June 1, 2017 and ending May 31, 2018.

**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 type="checkbox"/>
Legal Department		<input checked="" type="checkbox"/>
Chief Financial Officer		<input type="checkbox"/>
Director Real Estate Management		<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. 200000 Acct: 52510

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: February 13, 2017

FROM: Colleen Carducci                      DEPT: BFRC

ADDRESS: 171 Ashley Avenue

TMS: 460-15-01-043

PROPERTY OWNER: Medical University Hospital Authority

ACTION REQUEST:      Request approval of the Memorandum of Understanding to exercise the City's one year option period with The Medical University Hospital Authority for the police crime lab commencing June 1, 2017 and ending May 31, 2018

**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** \_\_\_\_\_

**COMMERCIAL REAL ESTATE FORM**

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

TEMPORARY

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



**LEASE**

Lessor: Medical University Hospital Authority Lessee: City of Charleston

INITIAL

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

RENEWAL

The City is exercising a one year option period for the police crime lab located at MUSC Children's Hospital commencing June 1, 2017 until

Terms: May 31, 2018. The monthly rent shall be \$1,233.33

AMENDMENT

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: *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).

**MEMORANDUM OF UNDERSTANDING**

**THE MEDICAL UNIVERSITY OF SOUTH CAROLINA  
AND  
THE CITY OF CHARLESTON**

AGREEMENT:

This Agreement is between The Medical University Hospital Authority (MUHA) and the City of Charleston.

This Agreement shall commence on June 1, 2017 and shall run for a term of one (1) year ending May 31, 2018. This Agreement may be renewed for an additional one (1) year term upon 90-day notice from the City of Charleston.

The City of Charleston shall occupy 740 square feet of space located in the MUSC Children's Hospital; rooms EH203A, EH203B and EH203C. The cost shall be \$20.00 per square foot (full service) resulting in a monthly payment of \$1,233.33.

Payments shall be made to the Medical University Hospital Authority at 28 Ehrhardt Street, MSC 205, Charleston, SC 29425.

This agreement may be terminated by The City of Charleston without penalty with a 30-day written notice.

**Medical University Hospital Authority**

\_\_\_\_\_  
Matt Wain, Chief Operating Officer

\_\_\_\_\_  
Date

**The City of Charleston**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date