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 2:30 p.m. Tuesday, September 8, 2020, **Conference Call: 1-929-205-6099; Access Code: 835 678 884.** The agenda will be as follows:

AGENDA

Invocation – Councilmember Waring

Approval of Minutes:

August 17, 2020

a. Request authorization for the Mayor to execute a Sublease Agreement with Charleston County for the lease of the EMS Medic Station located at 21 Courtenay Drive to house City of Charleston firefighters during renovations to City Fire Station #8. The monthly rent amount for the building and parking is $3,595.00. (TMS: 460-14-00-020)

b. Consider the following annexation:

(i) 1569 N. Pinebark Lane (TMS# 353-15-00-033) 0.27 acre, West Ashley (District 7). The property is owned by Elizabeth and Nicholas Curry.

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: Real Estate Committee **DATE:** September 8, 2020

FROM: Real Estate Division **DEPT:** BFRC

ADDRESS: 21 Courtenay Drive, Charleston SC

TMS: 460-14-00-020

Action Request: Request authorization for the Mayor to execute a Sublease Agreement with Charleston County for the lease of the EMS Medic Station located at 21 Courtenay Drive to house City of Charleston firefighters during renovations to City Fire Station #8.

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

***COORDINATION*: The request has been coordinated with:**

All supporting documentation must be included

	Signature	Attachments
Department Head		☐
Legal Department		☐
Chief Financial Officer		☐
Director Real Estate Management	Leigh Bailey	☒
		☐

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:** September 8, 2020

FROM: Real Estate Division **DEPT:** BFRC

ADDRESS: 21 Courtenay Drive, Charleston SC

TMS: 460-14-00-020

ACTION REQUEST: Request authorization for the Mayor to execute a Sublease Agreement with Charleston County for the lease of the EMS Medic Station located at 21 Courtenay Drive to temporarily house City of Charleston firefighters during renovations to City Fire Station #8.

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: Charleston County Lessee: City of Charleston

☐ INITIAL

Terms: Month to month lease which either party may terminate with 30 days notice, to end on or before August 31, 2021. The monthly rent amount is $2919.00, which includes utilities. City will have 24/7 access to 6 adjoining parking spaces for an additional $676.00 per month.

☐ RENEWAL
Terms: _____

☐ AMENDMENT
Terms: _____

☐ **Resolution**

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: Leigh Bailey
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)
) **SUBLEASE AGREEMENT**
COUNTY OF CHARLESTON)

This SUBLEASE AGREEMENT (hereinafter referred to as this "Agreement"), made and entered into this _____day of August 2020, by **County of Charleston**, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina (hereinafter the "County" or "Sublessor"), and the **City of Charleston**, South Carolina, a public body corporate and politic (hereinafter the "City" or "Sublessee") ("Party" as to each: collectively the "Parties").

WITNESSETH:

WHEREAS, the County leases a property and 6 garaged parking spaces located at 21 Courtney Drive, and further identified by the County as EMS Medic 1 Station (the "Property" or "Leased Premises") under a Master Lease with the Medical University of South Carolina, attached hereto as "Exhibit B"; and

WHEREAS, the City operates Fire Station #8, which is currently undergoing structural engineering assessment and repairs; and

WHEREAS, the City requests to sublet from the County the Leased Premises to temporarily provide fire protection services; and

WHEREAS, the Parties agree to enter into a Sublease Agreement for the Leased Premises upon the following terms and conditions; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Sublease Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound and hereby incorporating the above-referenced recitals as part of the terms of this Sublease Agreement, agree as follows:

A. LEASED PREMISES:

The County sublets to the City, and City leases from the County for the term and upon the rental, covenants and agreements set forth below the Leased Premises located in the State of South Carolina, County of Charleston, as more fully described as follows:

A 3,846 sq ft portion of the Property located at 21 Courtney Drive, Charleston, South Carolina and 6 parking spaces located in the Courtney Drive garage. See **"Exhibit A"** attached hereto and made a part of this Sublease Agreement.

B. TERM:

This Sublease Agreement shall become effective and commence on September ___, 2020 and will continue on a month to month basis until August 31, 2021. There are no options to extend the Sublease Agreement after the termination date.

C. MASTER LEASE:

This Sublease incorporates and is subject to the Master lease. The sublessee will perform all the duties and follow the terms and conditions set forth in the Master Lease and any Master Lease Amendments between MUSC ("Landlord") and Charleston County (the "Tenant") dated August 26, 2004 and any subsequent amendments. See **"Exhibit B"** attached hereto and made a part of this Sublease Agreement.

The Master Lease agreement shall supersede this Sublease Agreement. In any conflict or litigation arising under this Sublease Agreement, the Parties agree that the language in the Master Lease agreement will be the controlling document.

D. COVENANTS AND CONDITIONS OF SUBLEASE:

This Sublease Agreement is made on the following covenants and conditions, which are expressly agreed to by the County and the City:

1. RENT: The City shall pay County Two-Thousand Nine Hundred and Nineteen Dollars ($2,919.00) Dollars monthly for Leased Premises rent and Six Hundred Seventy Six Dollars ($676.00) monthly for parking rent compensation to sublease the Property. All rental payments are due on the first calendar day of each month.

2. AUTHORIZED USE:

The City shall use the Leased Premises for a temporary fire station. City agrees not to abandon or vacate the Leased Premises, not to use them for any reason other than for a fire station and not to permit them to be used for any offensive, noisy or dangerous trade or business, or in violation of any law, ordinance, or regulation of any governmental body or authority applicable to the Leased Premises.

3. SUBLESSEE ALTERATIONS:

Sublessee shall not make, or suffer to be made, any alterations of the Leased Premises, or any part thereof, without the Sublessor's prior written permission and consent. Sublessee shall at all times keep the Leased Premises free and clear of any lien or encumbrance of any kind created by Sublessee's act under this paragraph or otherwise or by its omission.

4. SUBLESSEE MAINTENANCE AND REPAIR OF LEASED PREMISES:

Sublessee agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the Leased Premises in good condition and repair.

5. ENTRY BY SUBLESSOR:

The Sublessor shall have the right to access and use the Leased Premises from time to time for their EMS operations; time to time access for EMS will include all areas of the Leased Premises including, but not limited to the kitchen, restroom and shower, office, dayroom, supply closets, living area, washer and dryer, and bunk rooms. The Sublessor will retain full access to one side of the garage apparatus bay for the parking of their EMS Ambulatory vehicle, parking on the ramp and the rear of the garage apparatus bay, full open use of the Decon Apparatus Bay, and Supply inventory room. The Sublessor shall have the right to enter the Leased Premises for the purpose of inspection, or with twenty-four (24) hours advance notice to the Sublessee, unless an emergency exists, in which case the notice provision shall be waived.

6. ASSIGNMENT:

Neither this Sublease Agreement nor any interest herein may be assigned by Sublessee voluntarily or involuntarily, by operation of law for any reason.

7. WAIVER OF COVENANTS:

It is agreed that the waiving of any of the covenants of this Sublease Agreement by either Party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained. No forbearance by either Party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained. No forbearance by either Party to seek a remedy for any breach of this Sublease Agreement shall be deemed a waiver by such Party of it rights or remedies with respect to such breach.

8. DEFAULT BY SUBLESSEE:

This Sublease Agreement is made upon the condition that the Sublessee shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth and as set forth in the master lease agreement; (a) there be any default on the part of the Sublessee in the observance or performance of any of the other covenants, agreements, or conditions of this Sublease Agreement on the part of the Sublessee to be kept and performed, and default shall continue for a period of thirty (30) days after written notice thereof from Sublessor to Sublessee (unless such default cannot be reasonably cured within thirty (30) days and continues to diligently pursue the curing of same); or (b) Sublessee shall vacate or abandon the Leased Premises, then and in any cases, Sublessor at its option may terminate this Sublease Agreement and take possession.

9. INSURANCE:

The Sublessee agrees to maintain comprehensive general liability insurance on the Leased Premises, in an amount no less than one million dollars ($1,000,000) combined single limit and furnish the Sublessor and Landlord with the Certificate of Insurance.

10. QUIET ENJOYMENT:
Sublessor agrees that Sublessee, keeping and performing the covenants, terms, or conditions of this Sublease Agreement, shall at all times during the term of this Sublease Agreement peaceably and quietly have, hold and enjoy the Leased Premises.

11. NOTICES:
Any notice, demand or other instrument or written communication required or permitted to be given, served, made, or delivered hereunder should be sent by certified mail to:

County:
Charleston County
Timothy Pryzbylowski, Director
Department of Facilities Management
Lonnie Hamilton, III Public Service
4045 Bridge View Drive, Suite B 217
North Charleston, S. C. 29405
843-202-6914

City:
City Of Charleston
Leigh Bailey
Real Estate Management Director
2 George Street Suite 2600
Charleston, SC 29401
(843) 724-7154
baileyl@charleston-sc.gov

12. SIGNS:

Sublessee may erect a temporary sign on the property with the prior written approval of the Sublessor and Landlord.

13. RIGHTS OF SUCCESSORS AND ASSIGNS:

The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the Parties hereto, their heirs, distributees, executors, administrators, legal representatives assigns, and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

14. TERMINATION:

It is further understood and agreed that this Sublease may be canceled for any reason by either party by giving thirty (30) days written notice to the non-terminating Party.

15. PERSONAL PROPERTY:

All personal property, merchandise, fixtures and equipment placed or moved in the Leased Premises shall be at the sole risk of the Sublessee or the owners thereof, and Sublessor shall not

be liable to Sublessee or owner for any damage, loss, or theft of personal property, merchandise, fixtures, or equipment, from any cause whatsoever.

16. INGRESS AND EGRESS:

Sublessee and its employees, customers, guests and invitees shall have full and unrestricted rights of access, ingress and egress with respect to the Leased Premises together with all the facilities, rights and privileges herein granted, and have full power and authority to enter into this Sublease Agreement in respect thereof and covenants that upon performance of the agreements on the part of Sublessee to be performed hereunder, Sublessee shall enjoy the Leased Premises and facilities, rights and privileges.

18. GOVERNING LAW:

The laws of South Carolina shall govern this Agreement. In any litigation arising under this Agreement, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the Circuit Court within the Ninth Judicial Circuit in Charleston, South Carolina.

19. SEVERANCE:

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

20. NON-WAIVER:

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

21. ENTIRE AGREEMENT:

This Sublease Agreement, when fully executed, with exception to the Master Lease Agreement shall supersede any and all prior and existing agreements between the Parties, either oral or in writing, and contains all of the covenants and agreements between the Parties with respect to the subject matter of this Lease Agreement. Any amendments or modifications of this Sublease Agreement must be made in writing.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed the day and year first above written.

WITNESSES:

_____

_____

LANDLORD:
MUSC

By:_____

Its: _____
Date:_____

The Landlord, Medical University of South Carolina ("MUSC"), by signing this Agreement, acknowledges and provides written consent to the County's sublease of the Leased Premises to the City, subject to the terms and conditions set forth above.

_____

_____

SUBLESSOR:
County of Charleston

By:_____
William Tuten
ITS: Administrator

Date:_____

_____

_____

SUBLESSEE:
City of Charleston

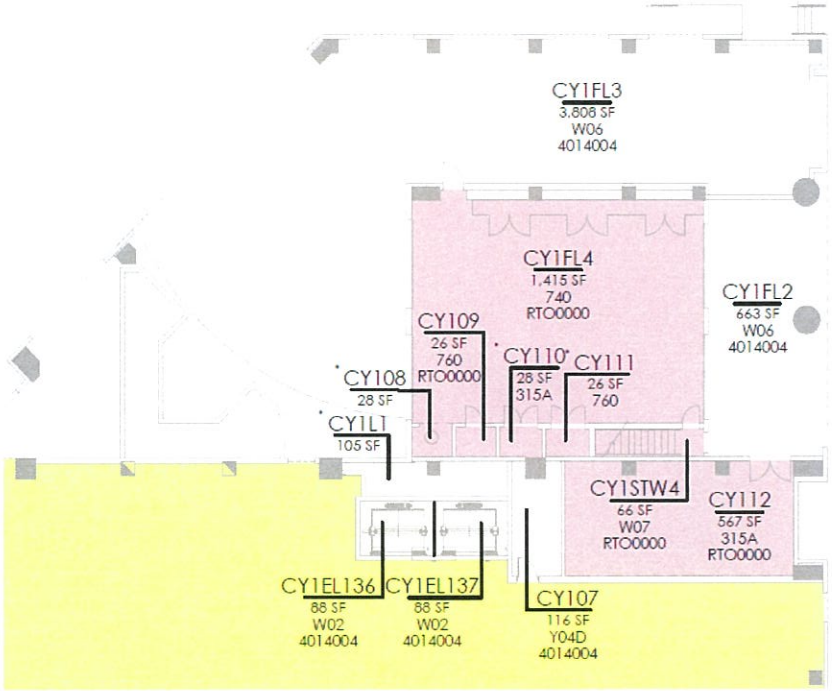
By:_____

ITS: _____

Date:_____

EXHIBIT A

1st Floor



2nd Floor

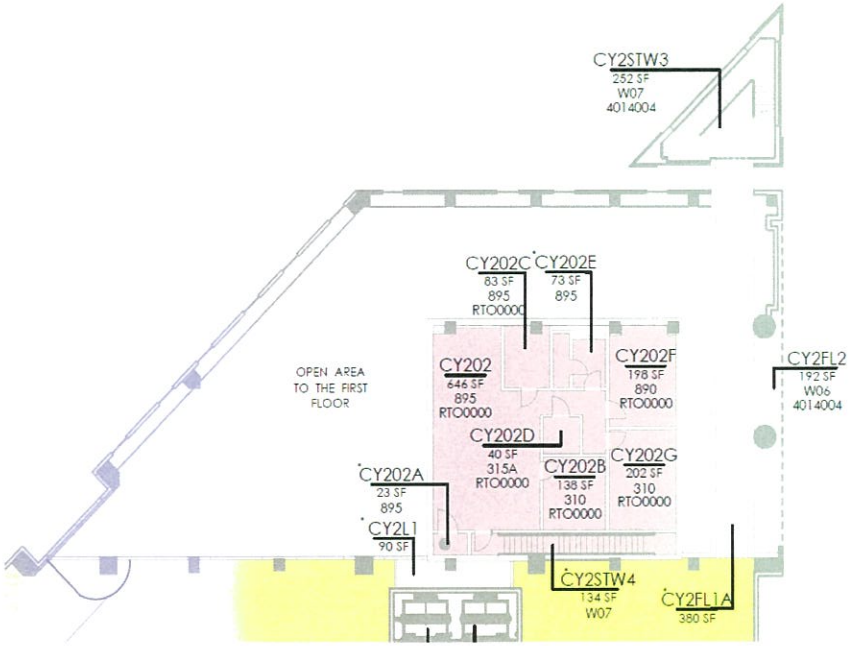


EXHIBIT B

STATE OF SOUTH CAROLINA)
) LEASE AGREEMENT
COUNTY OF CHARLESTON)

THIS LEASE AGREEMENT (the "Lease"), made and entered into on this the 26th day of August, 2004 by and between the Medical University Hospital Authority (hereinafter referred to as the "Landlord"), and Charleston County, South Carolina (hereinafter referred to as the "Tenant").

WITNESSETH

1. Premises:

(a) The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the premises, which includes, but is not limited to, that certain 3,846 square foot Emergency Medical Services facility, as well as a wash down area, together with all improvements located thereon, all as is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (the "Premises"). The Premises are located within the Health Complex Parking Garage owned by Parking Garage Associates, LLC (the "Owner") and located at 21 Courtenay Drive, in the City and County of Charleston, State of South Carolina, which garage, together with the parcel of real property on which it is located, shall hereafter be referred to as the "Garage."

TO HAVE AND TO HOLD THE PREMISES upon the terms and conditions hereinafter set forth.

2. Landlord's Representations: The Landlord makes the following representations as the basis for the undertakings on its part herein contained:

(a) Landlord, by proper action has been duly authorized to enter into this Lease, to enter into the transactions contemplated hereby and to carry out its obligations hereunder.

(b) Landlord is entitled to lease the Premises to Tenant by virtue of Landlord's master lease of the Garage from the Owner dated August ____, 2004 (the "Master Lease").

3. Tenant's Representations: The Tenant makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Tenant, by proper action has been duly authorized to execute and deliver this Lease, to enter into the transactions contemplated hereby, and to carry out its obligations hereunder.

4. Term: The term of this Lease shall continue indefinitely until the earliest of the following:

(a) unless otherwise agreed in a writing signed by the Owner, the Landlord and the Tenant, such time as the Garage, the Premises, or any portion of either is demolished, destroyed, or otherwise damaged to such a degree that the uses contemplated hereby are no longer possible without substantial hardship to any of the parties hereto. Should the Owner or the Landlord plan to alter or demolish the Garage in any way that will materially affect the Premises, Owner and/or Landlord shall provide Tenant with no less than one year's notice thereof.

(b) such time as the parties agree, in writing, that the Lease shall terminate.

The commencement date ("Commencement Date") of this Lease shall be the date first shown hereinabove.

5. Rent: Beginning September 1, 2004, Tenant shall pay to the Landlord, as monthly rental for the Premises an amount (the "Base Rent") as follows:

First Year $1,923.00 per month

On September 1, 2005, and again on September 1, 2006 (whichever applies, the "Initial Period Base Rent Change Date"), the Base Rent shall be increased in direct proportion to the percent change in the Consumer Price Index ("CPI") between that existing on September 1 of the previous year (for purposes of this paragraph, the "Previous Year's CPI") and the CPI as of August 31st prior to each Initial Period Base Rent Change Date; provided however, the adjusted Base Rent shall in no event be less than the initial Base Rent. The Previous Year's CPI and the CPI prior to each Initial Period Base Rent Change Date shall be the CPI for all Urban Consumers, U.S. City Average for all items, published on the date nearest to each such date, by the Bureau of Labor Statistics of the U.S. Department of Labor; or, if such index shall not then be in use, by the index most nearly comparable thereto.

On August 1, 2007, the Base Rent shall be adjusted to reflect the then current fair market value of similarly situated rental space (the "Fair Market Value Adjustment").

Beginning September 1, 2008, and continuing on September 1 of each year thereafter during the term of this Lease ("Final Period Base Rent Change Date"), or any renewals thereof, the Base Rent shall be increased in direct proportion to the percent change in the CPI between that existing on September 1 of the previous year (for purposes of this paragraph, the "Previous Year's CPI") and the CPI as of August 31st prior to each Final Period Base Rent Change Date; provided however, the adjusted Base Rent shall in no event be less than the Base Rent as adjusted by the Fair Market Value Adjustment. The Previous Year's CPI and the CPI prior to each Final Period Base Rent Change Date shall be the CPI for all Urban Consumers, U.S.

City Average for all items, published on the date nearest to each such date, by the Bureau of Labor Statistics of the U.S. Department of Labor; or, if such index shall not then be in use, by the index most nearly comparable thereto.

The Base Rent, as adjusted in accordance with the terms hereof, shall be payable in advance on the first day of each calendar month during the term hereof. In the event that rent is not paid on or before the tenth (10th) day of the calendar month, then Tenant shall pay a late charge equal to five percent (5%) of the late monthly payment. All rent payments shall be made payable to The Medical University of South Carolina and sent to the following address: MUSC Cashier's Office, 19 Hagood Avenue, P.O. Box 250804, Charleston, SC 29425, or at such other place as the Landlord may designate in writing to Tenant. If rental commences on a date other than the first day of the month, rent for the first month shall be prorated and paid with the first regular monthly installment.

6. Use: The Tenant shall use and occupy the Premises for the operation of its EMS station and resupply facilities as it is currently located and used and shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the Premises and the use thereof. Any change in use by the Tenant shall require the written consent of the Landlord.

7. Assignment and Subletting: Tenant may not sublet or assign this Lease without the written consent of Landlord. Consent to one assignment or subletting shall not constitute a waiver of this provision with respect to subsequent transactions. Each assignee or sublessee shall be liable to Landlord for all obligations of the Tenant hereunder, but the Tenant shall not be thereby relieved of such obligations.

8. Landlord's Property. All improvements and additions attached to the Premises, including without limitation, all partitions, carpets, light fixtures, doors, hardware, shelves, cabinets and ceilings shall remain in the Premises and shall revert to the Landlord or Owner, as appropriate, upon the expiration or earlier termination of this Lease, unless specifically agreed otherwise.

9. Utilities and Services: Tenant shall pay the cost of all electrical, sewer and water service relating to the Premises. Tenant shall provide its own janitorial and garbage and trash collection services to the Premises.

Tenant shall furnish, at its own expense, any other utilities or services required for its use of the Premises, including, but not limited to, telephone service.

10. Maintenance: Tenant shall take good care of the Premises, keeping the same and all parts thereof, including without limitation on the generality thereof, the HVAC systems, and the parking areas, together with any and all alterations, additions and improvements therein or thereto, in good order and condition, suffering no waste or injury, and shall, at the Tenant's expense, promptly make all needed repairs and replacements in and to the Premises, and all other fixtures, machinery and equipment now or hereafter

belonging to or connected with said Premises or used in its operation. All such repairs and replacements shall be of first class quality sufficient for the proper maintenance and operation of the Premises. Notwithstanding the forgoing, maintenance of the exterior and structural components of the Premise shall not be the responsibility of the Tenant except to the extent damage thereto is caused by the negligence or willful misconduct of Tenant or Tenant's agents, contractors, employees, invitees and guests. The Tenant shall not permit the accumulation of waste or refuse matter, nor permit anything to be done upon the Premises which would invalidate or prevent the procurement of any insurance policies which may at any time be required pursuant to the provisions of Article 14 hereof. Tenant shall surrender the Premises to Landlord at the expiration or earlier termination of this Lease in as good condition as they were at the date first shown above (or as subsequently improved or altered), normal wear and tear excepted.

11. Operation by Tenant: In regard to use and occupancy of the Premises, Tenant shall, (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) maintain the Premises at its expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (c) keep any garbage, trash, rubbish or refuse in containers within the interior of the Premises until removed; (d) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect; and Tenant shall not (e) place or maintain any merchandise or other articles in any vestibule or entry of the Premises or Garage, on the footwalks adjacent thereto or elsewhere on the exterior of the Premises or Garage; (f) permit undue accumulation of Tenant's garbage, trash, rubbish or other refuse within or without the Premises or Garage; (g) cause or permit objectionable odors to emanate or be dispelled from the Premises or Garage; and (h) Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises or Garage which will contravene Landlord's and/or Owner's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Landlord and/or Owner from procuring such policies in companies acceptable to Landlord and/or Owner.

12. Property of Tenant: Tenant may, and at the expiration or earlier termination hereof shall, remove all furniture, equipment, and other personal property which Tenant shall have placed in the Premises, other than personal property or fixtures which revert to the Landlord as set forth in Paragraph 8 of this Lease. All such property, owned by Tenant, shall, during the term thereof, be at the risk of Tenant only, and Tenant shall be liable for any loss thereof or damage thereto resulting from any cause whatsoever; and each policy of insurance covering such property shall contain a standard waiver of subrogation endorsement. Any such property not removed at the expiration or earlier termination of this Lease, or which cannot be removed without permanent or substantial damage to the Premises, shall be deemed abandoned and may be disposed of by the Landlord in any manner whatsoever.

13. Additional Charges: The following charges payable by Tenant shall be considered additional rental under this Lease.

(a) All sums due and owing under the Parking Lease Agreement by and between the parties hereto, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

(b) Utility Service: Tenant shall pay directly to the servicing utility company all charges as determined by the utility company's metering devices for electricity, water, and sewer.

14. Insurance Required:

(a) Tenant shall procure, and shall maintain in full force and effect at all times during the term of this Lease, at Tenant's expense insurance against loss or damage caused by fire or other casualty to Tenant's fixtures, machinery, equipment and other personal property located on or about the Premises.

(b) Tenant shall procure, and shall maintain in full force and effect at all times during the term of this Lease at Tenant's expense, comprehensive general public liability insurance with respect to the Premises, with a single limit of liability of at least $1,000,000.00 for injury to or death of persons or damage to property as a result of any negligence or act of Tenant, its agents, contractors, employees, invitees and guests.

(c) If the nature of Tenant's operation is such as to place any or all of its employees under the coverage of local worker's compensation or similar statutes, Tenant shall keep in force, at its expense, so long as this Lease remains in affect, worker's compensation or similar insurance affording statutory coverage and containing statutory limits.

(d) Promptly upon the issuance of such policies of insurance as required by subparagraphs (a) and (b), Tenant shall deliver a certificate of insurance respecting such policies to Landlord.

(e) Each insurance policy: (i) shall be issued by an insurer authorized under applicable law to issue the coverage provided by the policy and licensed in the State of South Carolina; (ii) shall be issued by an insurer reasonably satisfactory to Landlord with a Best's rating of at least "A"; and (iii) to the extent authorized by Tenant's insurer, shall contain a provision whereby the insurer permits Landlord, Owner and Tenant to waive all right of recovery against the other, and whereby the insurer itself waives any claims by way of subrogation against Landlord, Owner and Tenant. The parties hereby waive any and all rights of recovery, claim, action or cause of action against each other, their respective agents, officers and employees, for any loss or damage that may occur to the Premises and to all property, whether real, personal or mixed, located in or about the Premises, by reason of fire, the elements, or any other causes as are insured against under the terms of insurance policies of the type described in this paragraph for use in respect of the Premises regardless of cause or origin, including negligence of the parties hereto, their respective agents and employees.

15. Signs: Tenant shall be entitled to place or maintain on the Premises signs on the glass of any window or door reasonably necessary to identify its business to be conducted on the Premises. All plans for such signs and advertising matter shall be submitted to Landlord for approval, which approval shall not be unreasonably withheld. Tenant shall maintain such sign(s) in good condition and repair at all times and shall remove such sign(s) at the termination of this Lease.

16. Damage or Destruction. If the Garage, the Premises, or any part thereof, shall be damaged or destroyed by fire or other casualty to such a degree that the uses contemplated hereby are no longer possible without substantial hardship to any of the parties hereto, Tenant shall have no claim or interest in or to any award of damages for such damage or destruction, and, unless otherwise agreed in a writing signed by the Owner, the Landlord and the Tenant, this Lease shall terminate.

17. Condemnation. If the Garage, the Premises, or any part thereof, shall be taken by public or quasi-public authority under any power of eminent domain, Tenant shall have no claim or interest in or to any award of damages for such taking, and, at the election of the Owner, this Lease shall terminate.

Can't Indemnify

18. Indemnity: Commencing on the date first shown above, and to the extent permitted by law, Tenant will indemnify Landlord and hold Landlord harmless from and against all claims, actions, liens, demands, expenses and judgments for loss, damage, or injury to property or person resulting or occurring by reason of or arising out of the use or occupancy of the Premises by Tenant. If Landlord, without fault on its part, is made a party to any litigation commenced by or against Tenant, Tenant agrees to protect and hold Landlord harmless, to the extent permitted by law, therefrom and to pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation.

19. Landlord's Entry: With reasonable prior notice to Tenant, Landlord and his representatives may enter the Premises or any portion thereof at reasonable times and in a reasonable manner to inspect or exhibit same, to comply with Landlord's obligations or exercise Landlord s rights under this Lease, or to make repairs or renovations required hereunder.

20. Events of Default by Tenant: Any one or more of the following events shall amount to an Event of Default or Default by Tenant under this Lease:

(a) Failure by the Tenant to pay the rent agreed to be paid, including all other sums of money which may be considered as additional rent in whole or in part at the time specified herein and continuing for a period of twenty (20) or more days therefrom.

(b) Failure of Tenant to provide any certificate required hereunder within the time therein specified.

(c) Failure of the Tenant to observe and perform any covenant, condition or agreement in this Lease on the part of the Tenant to be observed or performed within thirty (30) days after written notice specifying such failure and requesting that it be cured given to the Tenant by the Landlord, unless the Landlord shall agree in writing to an extension of such time prior to its expiration, provided, however, if the failure is such that cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by Tenant within the applicable period and diligently pursued until the problem is corrected.

(d) The dissolution or liquidation of the Tenant or the filing by the Tenant of a voluntary petition in bankruptcy or failure by the Tenant promptly to lift any execution, garnishment or attachment of such consequence as will impair the ability of the Tenant to carry on its operations at the Premises, or the commission by the Tenant of any act of bankruptcy, or adjudication of the Tenant as a bankrupt, or assignment by the Tenant for the benefit of its creditors, or the entry by the Tenant into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Tenant in any proceeding for its reorganization instituted under the provision of the general Bankruptcy Act, as amended, or under any similar act in any domestic or foreign jurisdiction which may now be in effect or hereafter enacted.

21. Landlord's Remedies on Default: Whenever any Event of Default shall have happened and be subsisting, the Landlord may at its option take any one or all of the following remedial steps:

(a) The Landlord, without terminating this Lease, may (i) after proper judicial proceeding, exclude and remove the Tenant and all persons and contents from the Premises by force, summary proceedings, or otherwise, without being liable to Tenant therefor, and Tenant hereby expressly waives the service of any notice in writing of intention of Landlord to reenter or to institute legal proceedings to that end; (ii) reenter and take possession of the Premises; and (iii) sublease the Premises for the account of the Tenant, holding the Tenant liable for the difference in the rent and other amounts actually paid by such sublessee in such subleasing and other amounts payable by the Tenant hereunder, and Tenant shall remain liable for any damages sustained by Landlord, all reasonable costs, professional fees and expenses incurred by Landlord in leasing the Premises to another tenant, and in effecting collection of rentals from Tenant.

(b) The Landlord may take whatever action at law or in equity may appear necessary or desirable to collect the rent and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Tenant under this Lease, including utilization of all provisions of applicable laws respecting the speedy recovery of lands and tenements held over by Tenant and proceedings in forcible entry and detainer.

(c) Terminate this Lease.

No action taken pursuant to this Paragraph shall relieve the Tenant from the Tenant's

obligations to pay rent, all of which shall survive any such action, and the Landlord may take whatever action at law or in equity as may appear necessary and desirable to collect the rent and other amounts then due and thereafter to become due and,/or to enforce the performance and observance of any obligation, agreement or covenant of the Tenant hereunder.

22. Events of Default by Landlord: Any one or more of the following events shall amount to an Event of Default or Default by Landlord under this Agreement:

(a) Failure of the Landlord to observe and perform any covenant, condition or agreement in this Lease on the part of the Landlord to be observed or performed within thirty (30) days after written notice specifying such failure and requesting that it be cured given to the Landlord by the Tenant, unless the Tenant shall agree in writing to an extension of such time prior to its expiration; provided, however, if such failure is such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by Landlord within the applicable period and diligently pursued until the failure is corrected.

(b) The dissolution or liquidation of the Landlord or the filing by the Landlord of a voluntary petition in bankruptcy or failure by the Landlord promptly to lift any execution, garnishment or attachment of such consequence as will impair the ability of the Tenant to carry on its operations at the Premises.

23. Remedies Cumulative; Non-Waiver: No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity; and every power and remedy given by this Lease may be exercised from time to time as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default on the part of Tenant shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein. The acceptance of rent by Landlord with knowledge of a default by Tenant hereunder shall not constitute a waiver of such default.

24. Quiet Enjoyment: If Tenant shall pay the rent and perform and observe all of the other covenants and conditions to be performed and observed by it hereunder, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment of the Premises without interference from Landlord or any person lawfully claiming through Landlord.

25. Estoppel Certificate: Within ten (10) days after written request thereof by the Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the Premises, Tenant shall deliver in recordable form a statement to any mortgagee, trustee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease, including without limitation (if such be the case), that this Lease is in full force and effect, that Tenant is in possession, that Tenant has commenced the

payment of rent, and that Tenant claims no defense or set-off to the due and full performance of its obligations under this Lease.

26. Subordination and Attornment: Tenant agrees that this Lease shall be subject and subordinate to any mortgages now or hereafter placed upon the Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust provided the mortgagee named in said mortgage shall agree in writing to recognize and not disturb Tenant's possession of the Premises under the terms of this Lease in the event of foreclosure. Tenant agrees to attorn to the mortgagee under any such mortgage, and to the purchaser at a sale pursuant to the foreclosure thereof.

27. Notices: All notices provided for in this Lease 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 the Landlord:

MUSC Office of Parking Management
91 President Street
P.O. Box 250191
Charleston, SC 29425

If to the Tenant:

Facilities Management Department
Charleston County, South Carolina
4050 Bridge View Drive, Suite 700
North Charleston, SC 29405
Attention: Director

Notice shall also be sent to the holder or holders of any mortgage or deed of trust covering the Premises at such address as such holder or holders may have given by notice as herein provided. Either party hereto, or any such holder, may from time to time, by notice as herein provided, designate a different address to which notices to it shall be sent.

28. Governing Law: This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina.

29. Successors: This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, except as otherwise provided for in this Lease.

30. Nature and Extent of Lease: This Lease, including the exhibits attached hereto, contains the complete agreement between the parties regarding the terms and conditions of the lease of the Premises, and there are no oral or written conditions,

terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease may be modified only by written instrument duly executed by both parties or their respective successors in interest.

31. Holding Over: This Lease expires at the end of the term defined herein, but it is expressly understood that if Tenant holds over for another month at the end of said term for any purpose other than the removal of its property, and Landlord accepts rent for said month, such acceptance shall operate as a renewal of the tenancy for another month and for each additional month for which Landlord accepts rent. Should Landlord require possession of the Premises, it shall give Tenant thirty (30) days to vacate the said Premises during such holdover period. The monthly rental during the holdover period shall be one hundred twenty-five percent (125%) of the monthly rental payable for the last month of the term as set forth herein.

32. Environmental Matters. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Tenant's use of the Premises, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, hazardous materials ("Hazardous Material"), waste disposal, air emissions and other environmental matters.

If the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then, to the extent permitted by law, Tenant shall indemnify, defend and hold harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including reasonable attorneys' fees and court costs, which arise during or after the Lease Term as a result of such contamination.

33. Termination of the Master Lease. The parties agree that, in the event the Master Lease terminates, or in any way ceases to remain in full force and effect, during the Term of this Lease, the Landlord will automatically be released from any and all duties, obligations, or liabilities in any way relating to this Lease, and the Owner will act to preserve the general rights of the Tenant throughout the Term of this Lease. Notwithstanding the foregoing, prior to any such termination of the Master Lease, the Owner shall have no obligations to the Tenant, and the Tenant agrees to look solely to the Landlord for the fulfillment of any and all rights, duties, obligations, or liabilities in any way relating to this Lease, the Premises, or the Garage.

34. Sale of the Garage. This Lease shall in no way prohibit or in any way compromise the Owner's right to sell or otherwise convey the Garage. Upon any conveyance of the Garage by the Owner, the Owner shall be fully and immediately released from any and all duties, obligations, responsibilities, or liabilities relating to or arising from this Lease. Any conveyance of the Garage shall be subject to this Lease, and the person(s) or entity(ies) to whom the Garage is transferred ("Transferee") shall assume all duties,

obligations, responsibilities, and liabilities of the Owner under this Lease as if the Transferee were originally named as the Owner herein.

35. Landlord's Assignment of Master Lease. This Lease shall in no way prohibit or in any way compromise the Landlord's right to assign its interest, as Lessee, under the Master Lease. Upon any transfer or assignment of its interest in the Master Lease, the Landlord shall be fully and immediately released from any and all duties, obligations, responsibilities, or liabilities relating to or arising from this Lease. Any transfer or assignment by the Landlord of its rights, as Lessee under the Master Lease, shall be subject to this Lease, and the person(s) or entity(ies) to whom the Landlord's interest is assigned ("Assignee") shall assume all duties, obligations, responsibilities, and liabilities of the Landlord under this Lease as if the Assignee were originally named as the Landlord herein.

36. Attorney's Fees. In the event either party is required to resort to legal process to enforce its rights under this Lease Agreement, the prevailing party in such action shall be entitled to the costs of enforcement, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective Hands and Seals on the day and year first hereinabove written.

WITNESSES:

LANDLORD

Medical University Hospital Authority

By: _____

Its: VP Clinical Operations + Exec. Dir

TENANT

Charleston County, South Carolina

By: _____

Its: COUNTY ADMINISTRATOR

LEGAL AFFAIRS
MUHA
APPROVED AS TO LEGALITY
AND FORM
By: _____
Date: 8/30/04

L:\CorpFin\Health Sciences Foundation\HSFRealProperty\Chas County Parking Garage\Closing Documents\Lease_EMS.doc - 8/27/04 8:25 AM

Exhibit A
Description of Premises

LEASE AMENDMENT

THIS AMENDMENT, made this the 5th day of May, 2005 between: Medical University Hospital ("MUHA" or "Landlord") and the Charleston County, South Carolina (for benefit of the EMS station/resupply facility) ("Tenant"), an agency, institution department (including any division or bureau thereof) or political subdivision of the State of South Carolina;

WITNESSETH;

WHEREAS, Landlord and Tenant did enter into a Lease dated the 26th day of August, 2004 for premises known as: 21 Courtenay Drive, Charleston, South Carolina 29425;

WHEREAS, on or about December 22, 2004, MUHA entered into an Insured Mortgage with the United States Department of Housing and Urban Development ("HUD") which requires that HUD be given certain rights as a successor-in-interest to this agreement;

WHEREAS, Landlord and Tenant hereto desire to make certain amendment(s) to said Lease;

NOW THEREFORE, Landlord and Tenant for considerations hereinafter mentioned covenant and agree the said Lease is amended as follows:

1. **ASSIGNMENT TO HUD.** "In accordance with the requirements of the HUD Insured Mortgage dated December 22, 2004, and the documents appurtenant thereto, the parties agree that upon default under the Insured Mortgage by MUHA, HUD, any mortgagee in possession, or successor organization may occupy the leased premises for Hospital related activities and may assume the rights and obligations of MUHA as set forth in this Lease, so long as such party agrees to be bound by the terms and conditions of this Agreement."

THIS AMENDMENT, by reference to the above stated Lease, shall, when fully executed, form a part thereof; and

ALL OTHER TERMS AND CONDITIONS of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto subscribed their names as of the day and year first above written.

WITNESS:

Andrea L. Barrett

LEGAL AFFAIRS
MUHA
APPROVED AS TO LEGALITY
AND FORM

By: Andrea L. Barrett

Date: 5/16/05

LANDLORD:

W. Stuart Smith Jr.

(signature for landlord)

W Stuart Smith, Executive Director

(printed name and title of signatory)

5/17/05

Date

WITNESS:

Delta M. Emery

TENANT:

(signature for tenant)

Roland H. Windham, Jr. County Administrator

(printed name and title of signatory)

6/6/05

Date

EXHIBIT A

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT is made as of the 16 day of ~~March~~ June 2009, by and among the Landlord, Medical University Hospital Authority, ("Landlord"), Charleston County, South Carolina, ("Tenant"), and Medical University of South Carolina, ("Assignee").

RECITALS

WEREAS, Landlord and Tenant are parties to a certain lease for the premises described as 21 Courtenay Drive, Parking Garage, 3,263 square feet, dated August 26,2004 (together with all modifications, supplements, amendments, exhibits and addenda thereto, the "Lease") by reference made a part hereof, and

WHEREAS, Landlord has agreed to assign the Lease to Assignee and Assignee has agreed to accept such assignment; and

WHEREAS, is connection with the assignment of the Lease, Landlord is willing to consent to such assignment;

AGREEMENTS

NOW, THEREFORE, for consideration, the receipt and sufficiency of which is here by acknowledged by the parties, and in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby covenant and agree as follows:

1. Landlord does hereby transfer and convey all of its interests in and to the Lease and The Premises to Assignee, without limitation (the "Assignment").

2. Assignee will accept the Assignment and agrees to be bound by the terms of the Lease, as new "Landlord" hereunder, and agrees to assume all of Landlord's obligations under the Lease as of April 1, 2009, (the "Effective Date").

3. Landlord consents to the Assignment and agrees to release the Medical University Hospital Authority from further liability under the terms and conditions of the Lease.

4. To the best of the Landlord's knowledge, without specific investigation, Landlord hereby certifies, represents, and warrants that:

   a. The Lease is in full force and effect.

5. To the best of the Landlord's knowledge, all reimbursements and allowances due under the Lease in connection with any work (be it performed by Landlord or Tenant) have been paid in full.

6. All requests, notices or service provided for or permitted to be given or made pursuant to this consent shall be deemed to have been properly given or made by depositing same in the United States Mail, postage prepaid and registered or certified return receipt requested and addressed to the addresses set forth below, or to such addressed as may from time to time be specified in writing by any party to the others:

If to Landlord: Medical University Hospital Authority
Leasing Manager
28 Ehrhardt Street, MSC 205
Charleston, SC 29425

If to Tenant: Facilities Management Department
Charleston County, South Carolina
4050 Bridge View Drive, Suite 700
North Charleston, SC 29405
Attention: Director

If to Assignee: Medical University of South Carolina
Leasing Manager
28 Ehrhardt Street, MSC 205
Charleston, SC 29425

130-b

7 RENT: Base rent, and all other sums due and owing hereunder, shall be made payable to the Medical University of South Carolina and shall be delivered to the following address:

MUSC Cashier's Office
19 Hagood Avenue, MSC 304
Charleston, SC 29425

8 This consent is binding upon, insures to the benefit of, and may be relied upon by all parties hereto and their respective successors and assigns, and to no other person or entities, and shall become effective on April 1, 2009.

IN WITNESS WHEREOF, the parties have caused this Consent to be executed by their duly authorized officers and/or representatives as of the dates shown below and agree to be bound, jointly and severally, themselves, their heirs, successors, distributes, executors, administrators, legal representatives and permitted assigns.

WITNESS

LEGAL AFFAIRS
MUHA
APPROVED AS TO FORM
By:
Date: 4/30/09

WITNESS

Kathy Johnstone

WITNESS

LANDLORD

Signature

Name / Title

4/30/09
Date

TENANT

Signature (Deputy Administrator - Support

Walter C Smalls
Name / Title

4/15/09
Date

ASSIGNEE

Signature

Lisa P Montgomery / VP, F&A
Name / Title

6/2/09
Date

This Lease is approved in accordance with Regulation 19-447.1000 by the State Budget and Control Board, General Services Division, Real Property Services, this 16th day of June, 2009.

Lisa H. Catalanotto
Program Manager, Real Property Management

OFFICE OF THE GENERAL COUNSEL
MUSC
APPROVED TO LEGALITY
AND FORM
By:
Date: 5-22-09

LEASE AMENDMENT

THIS AMENDMENT, made this the 1st day of October, 2007 between: the Medical University Hospital Authority("Landlord") and Charleston County, South Carolina ("Tenant"), an agency, institution department (including any division or bureau thereof) or political subdivision of the State of South Carolina;

WITNESSETH;

WHEREAS, Landlord and Tenant did enter into a Lease dated the 26th day of August, 2004 for premises known as:

21 Courtenay Drive, 3,846 square feet of space

Charleston, South Carolina

WHEREAS, Landlord and Tenant hereto desire to make certain amendment(s) to said Lease;

NOW THEREFORE, Landlord and Tenant for considerations hereinafter mentioned covenant and agree the said Lease is amended as follows:

Effective September 1, 2007 the square footage amount of 3,846 shall be changed to 3,263 square feet resulting in an annual lease amount of $26,593.45. Monthly lease payment as of September 1, 2007 shall be $2,216.12. This is a temporary reduction in space due to construction within the facility.

THIS AMENDMENT, by reference to the above stated Lease, shall, when fully executed, form a part thereof; and ALL OTHER TERMS AND CONDITIONS of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto subscribed their names as of the day and year first above written.

WITNESS:

LEGAL AFFAIRS
MUHA
APPROVED AS TO LEGALITY
AND FORM
By:
Date:

LANDLORD:
Medical University Hospital Authority

(signature for landlord)

(printed name and title of signatory)

10/1/07
Date

WITNESS:

TENANT:
Charleston County, South Carolina

(signature for tenant)

WALTER L. SMALLS
(printed name and title of signatory)

9-12-07
Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AMENDMENT TO LEASE

The Medical University of South Carolina (Landlord) and the County of Charleston (Tenant) entered into a Lease Agreement on August 26, 2004, for office space in the Health Complex Parking Garage, located at 21 Courtenay Drive, Charleston, South Carolina, and hereby agree to amend the Lease Agreement as follows:

INDEMNIFY

The Parties crossed out Paragraph 18 of the Lease Agreement, but to clarify, both parties agree that Paragraph 18 of the original contract no longer applies, nor has it ever applied.

IN WITNESS WHEREOF: the Parties hereto, by their authorized representative, have executed this Amendment in triplicate at Charleston, South Carolina.

WITNESS:

Rachel Jones

LANDLORD:
Medical University of South Carolina

By: _____
Lisa P. Montgomery
Its: EVP, Finance & Operations
Date: 5/9/2013

TENANT:
County of Charleston

By: _____
W. Kurt Taylor
Its: County Administrator
Date: 5-30-13

OFFICE OF THE
GENERAL COUNSEL
MUSC/MUHA
- APPROVED AS TO FORM -
By: _____
Date: 4-22-13

MUSC
MEDICAL UNIVERSITY
OF SOUTH CAROLINA

Planning Office
28 Ehrhardt Street
PO Box 250205
Charleston • SC 29425

(843) 792-5995
Fax (843) 792-5992

June 15, 2007

Michael Filan
Director
Internal Services Department
4045 Bridge View Drive
North Charleston, South Carolina 29405

Dear Mr. Filan:

Thank you for taking the time to discuss the lease renewal for 21 Courtenay Drive with John Runyon. In accordance with the lease agreements the rental rate will increase August 1, 2007.

			FY08 Budget
	Charleston County Health Center	150 spaces	
'80 —	Charleston County EMS Parking	6 spaces	6,500
	Charleston County EMS Office	3,846 square feet	25,800

New Rent 31,344.90

Short 5544.90

The schedule for the parking space increase is as follows:

Sept	August 1, 2007	$90.00 per space
	August 1, 2008	$100.00 per space
	August 1, 2009	$110.00 per space

Starting August 1, 2010 increase shall not exceed the annual CPI%.

The current rate for the Charleston County EMS Office is $6.42 per square foot. The new rate effective August 1, 2007 shall be $8.15 per square foot and shall increase on an annual basis not to exceed to the annual CPI%.

Please feel free to contact me with any questions or concerns you may have. I look forward to working with you.

Sincerely,

Rachel Jones

Rachel Jones
Leasing Coordinator

Cc: John Runyon

RECEIVED
JUN 20 2007
CHARLESTON COUNTY
FACILITIES MANAGEMENT

1306

Lease Team Indefinitely

LEASE AMENDMENT

THIS AMENDMENT, made this the 11th day of January, 2010 ~~2009~~ between: the Medical of South Carolina("Landlord") and Charleston County, South Carolina ("Tenant"), an agency, institution department (including any division or bureau thereof) or political subdivision of the State of South Carolina;

WITNESSETH;

WHEREAS, Landlord and Tenant did enter into a Lease dated the 26th day of August, 2004 for premises known as:

21 Courtenay Drive, 3,846 square feet of space

Charleston, South Carolina

WHEREAS, Landlord and Tenant agreed and amended lease on October 1, 2007 temporarily reducing space to 3,263 square feet.

WHEREAS, Landlord and Tenant hereto desire to make certain amendment(s) to said Lease;

NOW THEREFORE, Landlord and Tenant for considerations hereinafter mentioned covenant and agree the said Lease is amended as follows:

Effective July 1, 2008 the square footage amount of 3,263 shall be changed to 3,846 square feet resulting in an annual lease amount of $31,344.90. Monthly lease payment as of September 1, 2007 shall be $2,612.08.

THIS AMENDMENT, by reference to the above stated Lease, shall, when fully executed, form a part thereof; and

ALL OTHER TERMS AND CONDITIONS of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto subscribed their names as of the day and year first above written.

WITNESS:

LANDLORD:
Medical University of South Carolina

Lisa P. Montgomery, VP for Finance and Administration

12/2/09
Date

WITNESS:

TENANT:
Charleston County, South Carolina

(signature for tenant)

Walter L Smalls - Assistant Administrator for General Services
(printed name and title of signatory)

1/11/10
Date

This lease is approved in accordance with Regulation 19-447.1000 by the State Budget and Control Board, Division of General Services. Real Property Services, this _____ day of _____ 2010.

3/5/10 - Per Lisa Catalanotto
Signature not required.

Lisa H. Catalanotto
Program Manager/Attorney

OFFICE OF THE GENERAL COUNSEL
MUSC
APPROVED TO LEGALITY
AND FORM
By: JCW
Date: 11-13-09

b.)

Ratification
Number_____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1569 N PINEBARK LN (APPROXIMATELY 0.27 ACRE) (TMS# 353-15-00-033), 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 ELIZABETH AND NICHOLAS CURRY.

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, 1569 N Pinebark Ln, (0.27 acre) is identified by the Charleston County Assessors Office as TMS# 353-15-00-033, (see attached map) and includes all public rights-of-way 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,
_____, 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: 1569 N Pinebark Ln

Owner Names: Elizabeth and Nicholas Curry

Parcel ID: 3531500033

Mailing Address: 1569 Pinebark Ln
Charleston, SC 29407

City Area: West Ashley
Subdivision: North Pinepoint
Council District: 7
Within UGB: Yes

Presented to Council: 9/8/2020
Status: Received Signed Petition
Year Built: 1968
Number of Units: 1
Number of Persons: 5
Race: Caucasian
Acreage: 0.27
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $400,000.00
Assessed Value: $16,000.00
Stormwater Fees: To Be Calculated

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 16
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	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 a developed site within the line.
City Plan (Century Five)	Suburban Edge
Elevation Range	5-8 ft
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 (approximately 0.27 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 353-15-00-033 (Address: 1569 N Pinebark Ln).

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.

FREEHOLDERS (OWNERS) SIGNED	DATE OF SIGNATURE
(Signature)	8/19/2020 (Date)
Elizabeth Curry (Print Name)	
(Signature)	8/19/2020 (Date)
Nicholas Curry (Print Name)	

Annexation Map

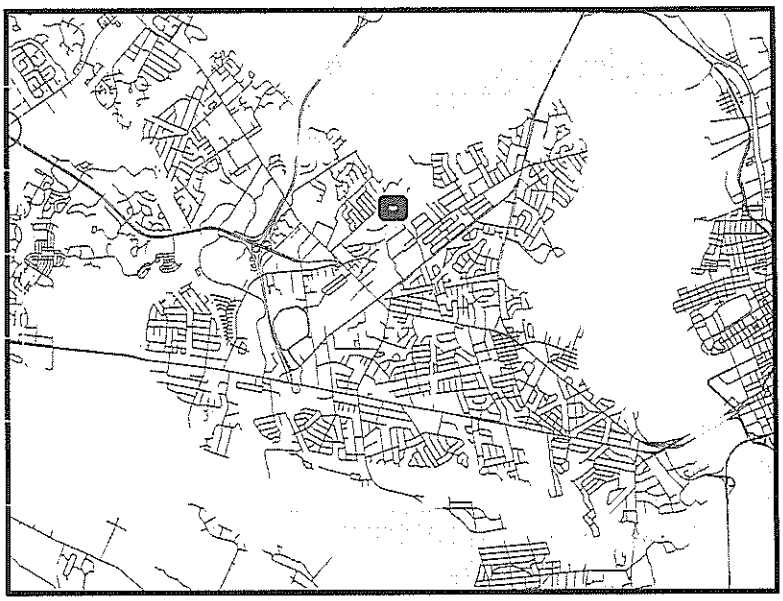
Location: West Ashley

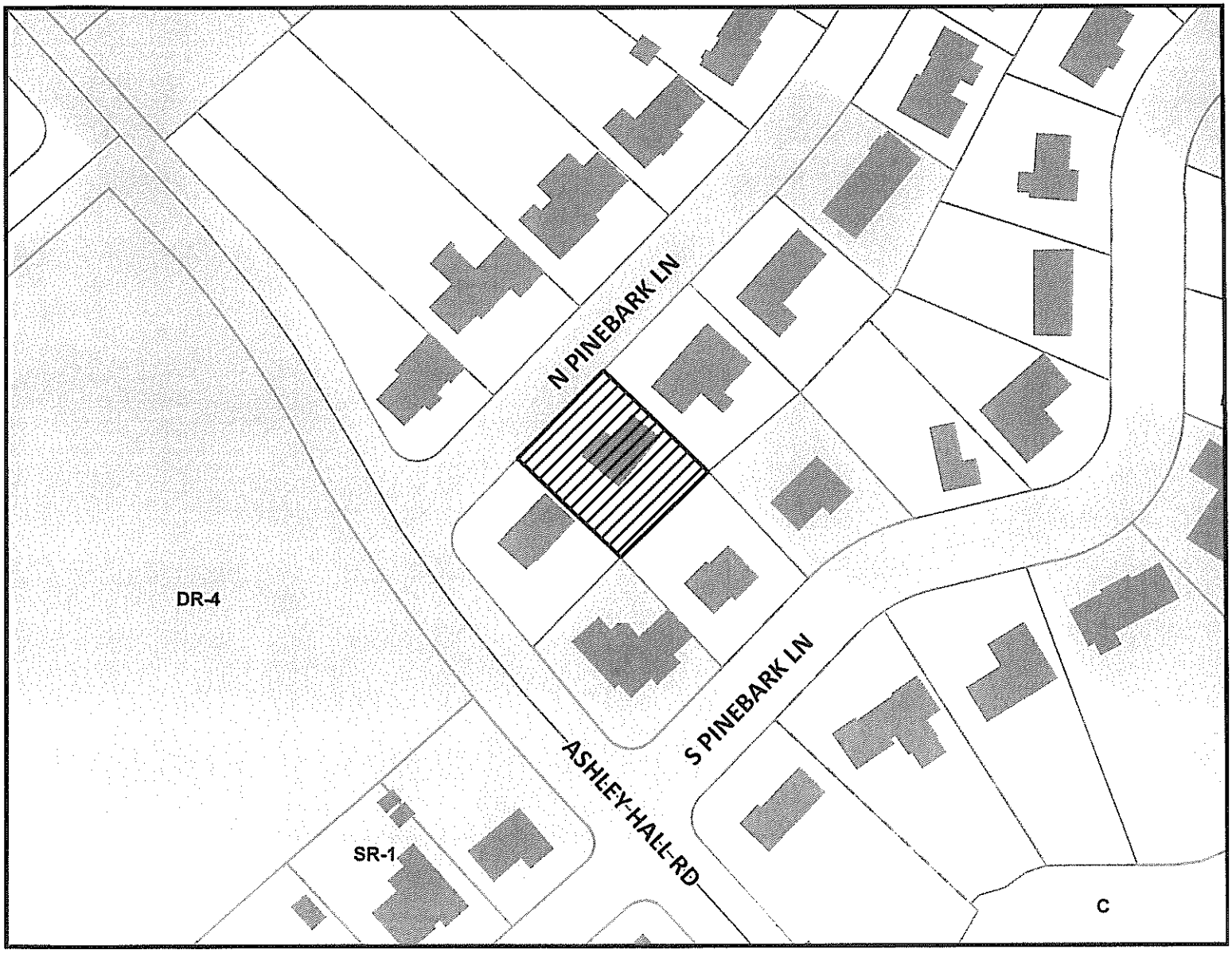
Property Address: 1569 N Pinebark Ln

Tax Map # (TMS): 3531500033

Area (Acres): approx. 0.27

Council District: 7





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

Date: 8/28/2020

Legend

- Parcels
- Water
- Charleston City Limits
- Annexation Area

0 50 100 Feet