



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:30 p.m., April 26, 2016, at City Hall, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Chairman White

Approval of Minutes: April 12, 2016

- a.) Request approval of the Mayor to execute the attached Easement between the City of Charleston and the South Carolina Electric and Gas Company whereby the City grants to SCE&G a right of way over the City owned tract of land located along the southerly side of Austin Avenue in Charleston, SC. (TMS: 466-00-00-021; Austin Avenue)
- b.) Request authorization of the Mayor to execute the attached lease whereby the City, in its capacity as a trustee of a Public Trust that owns 135 Meeting Street (the Gibbes Museum of Art) agrees to enter into a ground lease with The Carolina Art Association. (TMS: 457-08-04-004; 135 Meeting Street) [Resolution and Ordinance]
- c.) Request authorization from the Mayor to execute the attached Resolution approving an amendment to the Joint County Industrial Park Agreement between Charleston County and Colleton County so as to include 2.153 acres of property located on Dobbin Road (TMS: 310-69-00-039)

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: April 26th, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Along Austin Avenue in Charleston, SC

TMS: 466-00-00-021

Action Request: Request approval of the Mayor to execute the attached Easement between the City of Charleston and the South Carolina Electric and Gas Company whereby the City grants to SCE&G a right of way over the City owned tract of land located along the southerly side of Austin Avenue in Charleston, SC.

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	<u>[Signature]</u>	<input type="checkbox"/>
Legal Department	<u>[Signature]</u>	<input checked="" type="checkbox"/>
Chief Financial Officer	<u>[Signature]</u>	<input type="checkbox"/>
Director Real Estate Management	<u>[Signature]</u>	<input checked="" type="checkbox"/>
<u>Real Estate Manager</u>	<u>[Signature]</u>	<input checked="" 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: April 26th, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Along Austin Avenue in Charleston, SC

TMS: 466-00-00-021

Request approval of the Mayor to execute the attached Easement between the City of Charleston and the South Carolina Electric and Gas Company whereby the City grants to SCE&G a right of way over the City owned tract of land located along the southerly side of

ACTION REQUEST: Austin Avenue in Charleston, SC.

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
(Property Owner)

City of Charleston

Grantee

SCE&G

SCE&G agrees to pay to the City \$155,700 for a permanent Easement over City owned property which allows SCE&G the right to construct, maintain, operate, replace and alter one or more lines for the transmission or distribution of electric energy, support structures, conductors and lightning protective wires, and municipal, public or private communication wires. This easement is subject to Grantee complying with the Declaration of Covenants and Restrictions dated 10/29/08 and recorded on 11/07/08 in Book 0019, page 522 in the Office of Mesne Conveyances for Charleston County.

PERMANENT

Terms: _____

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: _____



Director-Real Estate Management
Manager

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

NEED: Identify any critical time constraint(s).

Easement # 893764

State of South Carolina)

)

County of Charleston)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that I (WE) City of Charleston of the County and State aforesaid, hereinafter sometimes referred to as "Grantor" (whether singular or plural), for and in consideration of the sum of One Hundred Fifty-Five Thousand Seven Hundred Dollars (\$155,700.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before signing and sealing of these presents, do hereby bargain, grant and convey to the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation having its principal office in Cayce, South Carolina, hereinafter sometimes referred to as "Grantee", a right of way, over such route as Grantee has selected, having a width of Variable feet, upon, over, under and across lands of Grantor situated in the City and County of Charleston, State of South Carolina, described as follows: Being a tract of land and being the same lands conveyed to Grantor by deed of Ashley II of Charleston LLC, dated 12/19/2008, and recorded in the Register of Deeds Office for Charleston County in RMC Book 0026 at Page 74 (the "Property").

Said property is a tract of land located along the southerly side of Austin Avenue in Charleston, SC.

The Easement Area a/k/a the Right of way is as more fully shown on South Carolina Electric and Gas Company drawing PC-09198-60306.

TMS: 466-00-00-021

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, municipal, public or private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable thereof, as well as the right to install, maintain and use anchors and guy wires on land adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipe to be buried to such depth so that it shall not interfere with ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary or desirable, and the right to remove any line or any part thereof; provided Grantee shall not be permitted to install a transformer on the Property without the Grantor's written approval, said approval not to be unreasonably withheld.

Together also with the right of ingress, egress, and access to and from the right of way across and upon the Property as may be necessary or convenient for purposes connected with said right of way.

Grantee shall have the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected; provided that Grantee shall pay to Grantor the fair market value of such danger trees at the time of cutting as determined by a registered professional forester, and the right of entry upon said property of Grantor for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

This Easement is subject to Grantee complying with the Declaration of Covenants and Restrictions dated October 29, 2008 and recorded on November 7, 2008 in Book 0019, page 522 in the Office of Mesne Conveyances for Charleston County. If Grantee fails to comply with this requirement, Grantor shall be entitled to recover damages and to injunctive relief with Grantee being responsible for all attorney's fees and costs incurred by Grantor in enforcing its rights pursuant to this requirement.

Reserving, however, to Grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by Grantor within the width of said right of way.

And it is a condition of this grant that Grantee shall tender, and Grantor shall accept, Grantee's check in the sum of One Hundred Fifty Five Thousand Seven Hundred and No/100 Dollars (\$155,700.00). Should any liens and encumbrances exist, Grantee reserves the right at its discretion to pay all or any portion of the consideration for this agreement to the holders of any liens on the Property. Such payment(s) to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

TO HAVE AND TO HOLD the aforesaid rights by Grantee, its successors and assigns, as aforesaid.

And Grantor agrees to warrant and forever defend the above granted rights against itself or its heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor" shall include Grantor's heirs, executors, administrators, successors, and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantor has duly executed this indenture the _____ day of _____, 2016.

WITNESS:

City of Charleston

By: _____ (SEAL)

1st Witness

2nd Witness

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Charleston**)

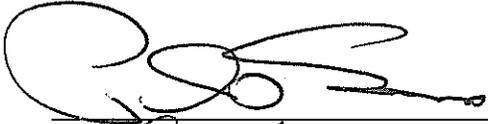
The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named **City of Charleston** by the hand of _____ personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, **2016**.

Signature of Notary Public State of SC

My commission expires: _____

South Carolina Electric & Company



1st Witness

By:  (SEAL)



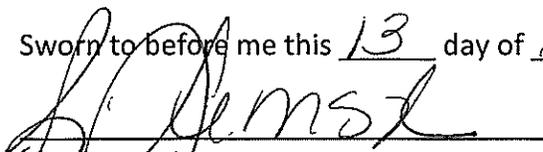
2nd Witness

ACKNOWLEDGMENT

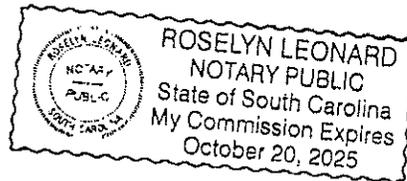
STATE OF SOUTH CAROLINA)
)
COUNTY OF Richland)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named **South Carolina Electric & Company** by the hand of _____ personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this 13 day of April, 2016.


Signature of Notary Public State of SC

My commission expires: Oct 20, 2025



"EXHIBIT A" CHARLESTON COUNTY CITY OF CHARLESTON

NOTES:
1) THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON REPRESENTING THE SCE&G PERMANENT EASEMENT AREA (HATCHED).
2) THE AREA OF THE PORTION OF THE EXISTING 50' (WIDE) SCE&G RIGHT-OF-WAY (EASEMENT; SEE REFERENCE BELOW) LYING ON T.M.S. PARCEL No. 466-00-00-021 IS 19.9 ACRES (10.82 ACRES).
3) THE AREA OF THE NEW SCE&G PERMANENT EASEMENT LYING WITHIN T.M.S. PARCELS No. 466-00-00-021 AND SHOWN HEREON IS 2.98 ACRES (132.71 ACRES).
4) TOTAL SCE&G RIGHT-OF-WAY EASEMENT AREA ON T.M.S. PARCEL No. 466-00-00-021 IS 33.1 ACRES (132.01 ACRES). TOTAL UPLAND AREA: 7.55+ ACRES. TOTAL CRITICAL INFRASTRUCTURE AREA: 1.66+ ACRES.
DYNAMIC COORDINATES SHOWN ON THIS EXHIBIT APPROXIMATE SOUTH CAROLINA STATE PLANE COORDINATES (NAD 83, INTERNATIONAL FEET).

REFERENCE:
SCE&G FABER PL. - HAGOOD 115KV LINE 50' RIGHT-OF-WAY (SEE REFERENCE BELOW).
SCE&G FABER PL. - HAGOOD 115KV LINE 50' RIGHT-OF-WAY (SEE REFERENCE BELOW).
LEGEND (SEE SHEET 2)

LEGAL DESCRIPTION OF SCE&G PERMANENT EASEMENT AREAS:
From the POINT OF BEGINNING No. 1 (POB 1): Start line having a direction of N 85°24'42" W for a distance of 77.6 feet to a point on a line. Thence, N 17°52'21" W for a distance of 89.65 feet to a point on a line. Thence, N 48°05'12" E for a distance of 45.38 feet to a point on a line. Thence, S 19°30'12" E for a distance of 84.88 feet to the POINT OF BEGINNING No. 1.

From the POINT OF BEGINNING No. 2 (POB 2): Start line having a direction of N 85°24'42" W for a distance of 86.65 feet to a point on a line. Thence, N 19°30'12" W for a distance of 137.93 feet to a point on a line. Thence, N 48°05'12" E for a distance of 86.27 feet to a point on a line. Thence, N 07°20'11" W for a distance of 89.54 feet to a point on a line. Thence, N 07°20'11" W for a distance of 89.54 feet to a point on a line. Thence, N 63°07'53" W for a distance of 37.82 feet to a point on a line. Thence, N 19°30'08" W for a distance of 105.20 feet to a point on a line. Thence, N 35°55'00" E for a distance of 18.78 feet to a point on a line. Thence, N 09°01'29" E for a distance of 28.55 feet to a point on a line. Thence, N 52°54'05" W for a distance of 36.78 feet to a point on a line. Thence, N 19°30'14" W for a distance of 217.02 feet to a point on a line. Thence, N 68°31'50" E for a distance of 445.75 feet to a point on a line. Thence, N 47°08'35" E for a distance of 389.95 feet to a point on a line. Thence, S 50°37'01" E for a distance of 36.55 feet to a point on a line. Thence, S 46°18'35" E for a distance of 63.65 feet to a point on a line. Thence, S 47°39'40" W for a distance of 181.93 feet to a point on a line. Thence, S 68°06'05" W for a distance of 383.91 feet to a point on a line. Thence, S 15°31'11" E for a distance of 314.81 feet to a point on a line. Thence, S 13°52'27" E for a distance of 350.20 feet to the POINT OF BEGINNING No. 2.

TRACT A
o.k.o. 'Dolphin Cove Marino'
PROPERTY OF
ASHLEY RIVER INDUSTRIES, INC.
DEED BK./PG.: M79/591
PLAT BK./PG.: 89/174 & 43/142
T.M.S. #466-00-00-002

TRACT B
PROPERTY OF
CITY OF CHARLESTON
DEED BK./PG.: 0038/074
PLAT BK./PG.: 89/174 & 43/142
T.M.S. #466-00-00-021
(2045 Austin Avenue, Charleston, S.C. 29403)

TRACT B-1B
PROPERTY OF
EQUIPMENT CARE CENTER OF
CHARLESTON SOUTH CAROLINA, LLC
DEED BK./PG.: 637/203
PLAT BK./PG.: 89/174
T.M.S. #466-00-00-008

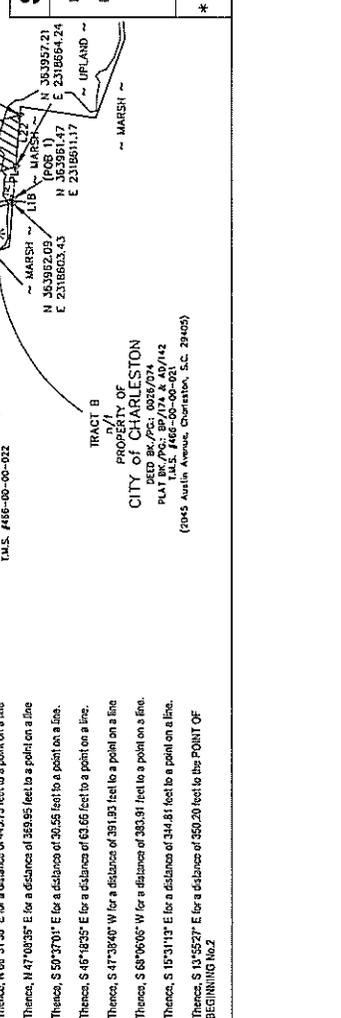


Line #	Length	Direction
L18	7.76	N85°24'42"W
L19	89.65	N17°52'21"W
L20	3.36	N48°05'12"E
L21	94.85	S19°30'12"E
L22	86.64	N85°24'42"W
L23	137.93	N19°30'12"W
L24	86.27	N48°05'12"E
L25	96.36	N07°20'11"W
L26	89.54	N07°20'11"W
L27	37.82	N63°07'53"W
L28	105.20	N19°30'08"W
L29	18.78	N35°55'00"E
L30	28.55	N09°01'29"E
L31	36.78	N52°54'05"W
L32	217.02	N19°30'14"W
L33	445.75	N68°31'50"E
L34	389.95	N47°08'35"E
L35	36.55	S50°37'01"E
L36	63.65	S46°18'35"E
L37	181.93	S47°39'40"W
L38	383.91	S68°06'05"W
L39	314.81	S15°31'11"E
BE 1	53.24	N85°24'42"W
BE 2	44.80	N15°30'14"W

- INDICATES NEW SCE&G PERMANENT EASEMENT (P.E.) AREAS
(2.98 Acres or 129,713 sq.ft. in T.M.S. Parcel #466-00-00-021)
- UPLAND AREA in NEW SCE&G P.E.: 1.60± AC. (69,676 sq.ft.)
- CRITICAL (wetland) AREA in NEW SCE&G P.E.: 1.38± AC. (60,037 sq.ft.)

DRAWN	DATE
KDO	6-29-15
APPROVED	DATE
PROJECT	DRAWING NUMBER
FABER PL. - HAGOOD 115KV LINE #1	PC - 09198 - 60306
REVISION DATE	NUMBER
9/2/15	0

SOUTH CAROLINA ELECTRIC & GAS CO.
FOR: FABER PL. - HAGOOD 115KV LINE #1
DETAIL: CROSSING PROPERTY OF CITY OF CHARLESTON (TRACT B-1A), CHARLESTON COUNTY
TMS# 466-00-00-021, CITY OF CHARLESTON, S.C.
* SCE&G
SCALE: 1"=200'
W.D.# ROW
M.F. CODE SURVEY JOB # 18014



CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION. CONFIDENTIAL AND PROPRIETARY PRODUCT OF SOUTH CAROLINA ELECTRIC & GAS COMPANY. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSPORT OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

**RIGHT OF WAY GRANT TO
SOUTH CAROLINA ELECTRIC & GAS COMPANY**

Line: I-26 Port Access

County: Charleston

R/W File Number: 20256

Grantor(s): City of Charleston

Return to: SCE&G

b.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: April 26th, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 135 Meeting Street

TMS: 457-08-04-004

Action Request: Request authorization of the Mayor to execute the attached lease whereby the City, in its capacity as a trustee of a Public Trust that owns 135 Meeting Street (the Gibbes Musuem of Art) agrees to enter into a ground Lease with The Carolina Art Association.

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	<u>Frances J. Cantwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	_____	<input checked="" type="checkbox"/>
<u>Real Estate Manager</u>	<u>Mark D. Allen</u>	<input checked="" 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: April 26th, 2016

FROM: Colleen Carducci DEPT: BRFC

ADDRESS: 135 Meeting Street

TMS: 457-08-04-004

ACTION REQUEST: Request authorization of the Mayor to execute the attached lease whereby the City, in its capacity as a trustee of a Public Trust that owns 135 Meeting Street (the Gibbes Musuem of Art) agrees to enter into a ground Lease with The Carolina Art Association.

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: City of Charleston Lessee: The Carolina Art Association

INITIAL

The Carolina Art Association is renovating The Gibbes Museum of Art and seeks to finance the renovation project, in part, with the sale of federal and state historic tax credits and thus agrees to enter into the attached Ground Lease with the City of Charleston.

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

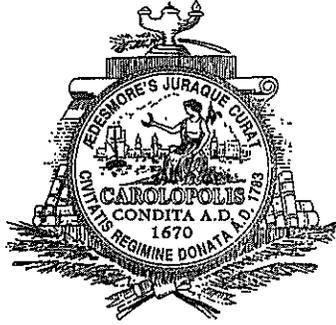
Results: _____

Signature: 

Director Real Estate Management
Manager

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, AS A TRUSTEE OF THE PUBLIC TRUST CREATED UNDER THE WILL OF JAMES S. GIBBES, THE RESOLUTIONS OF PUBLIC TRUST AND A GROUND LEASE WITH THE CAROLINA ART ASSOCIATION OF SOUTH CAROLINA PERTAINING TO PROPERTY LOCATED AT 135 MEETING STREET, COMMONLY KNOWN AS THE GIBBES MUSEUM OF ART, SAID RESOLUTIONS BEING ATTACHED TO THIS ORDINANCE AS EXHIBITS A AND B, RESPECTIVELY.

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

Section 1. Findings. The City and the Carolina Art Association are co-trustees of the certain public trust created under the Will of James S. Gibbes, and in that capacity own certain property, with improvements, located in the City at 135 Meeting Street, commonly known as The Gibbes Museum of Art. The Carolina Art Association is renovating The Gibbes Museum of Art and seeks to finance the renovation project, in part, with the sale of federal and state historic tax credits. City Council passes this Ordinance to accommodate the Carolina Art Association in its efforts to utilize federal and state tax credits in its renovation project.

Section 2. The Mayor is hereby authorized to execute on behalf of the City, as a Trustee of the Public Trust created under the Will of James S. Gibbes, the Resolutions of Public Trust and the Ground Lease with The Carolina Art Association pertaining to property located in the City at 135 Meeting Street, commonly known as The Gibbes Museum of Art, said Resolutions and Ground Lease being attached to this Ordinance as Exhibits A and B, respectively, and incorporated into this Ordinance by reference.

Section 3. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of
_____ in the Year of Our Lord, 2016,
and in the ____th Year of the Independence of
the United States of America

John J. Tecklenburg, Mayor

ATTEST:

Clerk of Council



RESOLUTIONS OF PUBLIC TRUST

The City of Charleston, a municipality of the State of South Carolina, (the "City"), which with the Carolina Art Association, a corporation organized under the laws of the State of South Carolina (the "Association"), which City and Association are herein referred to as The Gibbes Art School Trustees (the "Trustees"), are Trustees of a Public Trust (the "Trust") that owns in fee simple the real property and improvements known as The Gibbes Museum of Art, located at 135 Meeting Street in the City of Charleston, South Carolina (the "Property"), and as such does hereby consent to the following resolutions:

WHEREAS, the Association desires to acquire, rehabilitate, construct, improve, and furnish certain improvements to the Property (the "Project");

WHEREAS, in connection with the Project, the Trust desires to enter into a lease between the Trust, as lessor, and the Association or an entity in which the Association owns or controls no less than a ninety (90%) interest, as lessee (the "Lease"), wherein the Trust will lease to the lessee, and the lessee will lease from the Trust, the Property and the Project to be acquired by lease, rehabilitated, constructed, improved, and furnished thereon; and

WHEREAS, the lessee, will enter into a Master Lease or Subground Lease with another entity for the purpose of financing the Project, in part, with federal and state historic tax credits.

NOW, THEREFORE, BE IT RESOLVED that the entering into of the Lease by the Trust for purposes set forth in this resolution is hereby authorized and approved in all respects; it is

FURTHER RESOLVED that the Mayor or his appointee is hereby authorized, empowered, and directed to enter into and execute on behalf of the Trust, the Lease and any and all necessary or appropriate documents, instruments, agreements, certificates, and resolutions to evidence, effectuate, and consummate the Project and the financing thereof; and it is

FURTHER RESOLVED that any actions of the Trust which would have been authorized by the resolutions in this Consent, except that such acts were taken prior to the adoption of such resolutions, are hereby ratified, confirmed, approved, and adopted as the actions of the Trustees; and it is

FURTHER RESOLVED that these resolutions are intended to be and may be relied upon by any person or entity involved in the lease of the Property pursuant to the Lease; and its

FURTHER RESOLVED that this Consent may be signed by facsimile signature and in multiple counterparts, each of which shall constitute an original hereof and all of which, taken together, shall constitute one and the same instrument.

PASSED AND ADOPTED this _____ day of April, 2016 by the City Council of Charleston, in Council assembled.

John J. Tecklenburg
Mayor

GROUND LEASE

between

THE CAROLINA ART ASSOCIATION OF CHARLESTON,

together with

THE CITY OF CHARLESTON,

as Co-Trustees Under the Will of James S. Gibbes,

(the “Landlord”)

and

**THE CAROLINA ART ASSOCIATION OF CHARLESTON,
a South Carolina Non-Profit Corporation,**

(the “Tenant”)

Dated as of _____, 2016

GROUND LEASE

GIBBES MUSEUM OF ART

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GROUND LEASE

THIS GROUND LEASE (together with Exhibits hereto, which are incorporated herein by this reference, "*this Lease*") is made effective as of [_____], 2016, by and between THE CAROLINA ART ASSOCIATION OF CHARLESTON, a South Carolina Non-Profit Corporation, together with the CITY OF CHARLESTON, as Co-Trustees Under the Will of James S. Gibbes (the "*Landlord*"), and THE CAROLINA ART ASSOCIATION OF CHARLESTON, a South Carolina Non-Profit Corporation ("*Tenant*").

RECITALS

WHEREAS, Landlord is the owner in fee simple title of certain Land (as defined herein), which it has agreed to lease under the terms and conditions hereof to Tenant for Tenant's development and rehabilitation of a historic building (the "*Building*") upon the Land, as more specifically described in Section 4.1 (the "*Project*"), intended to satisfy the requirements of Section 47 of the Code throughout the recapture period specified in Section 50(a)(1) of the Code (the "*HTC Compliance Period*").

NOW THEREFORE, IN CONSIDERATION of the covenants and agreements of the parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord all of that tract of land (the "*Land*"), in the City of Charleston, South Carolina, which is more particularly described in Exhibit A attached hereto,

TOGETHER WITH any and all rights, alleys, ways, waters, privileges, roads, appurtenances and advantages, to the same belonging or in any way appertaining (all of which, together with the Land, are hereinafter referred to collectively as the "*Premises*"), including the existing and future Improvements on or under the Land,

TO HAVE AND TO HOLD the Premises unto Tenant, its successors and permitted assigns, for and during the Term set forth herein,

ON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. DEFINITIONS.

1.1. Specific. As used herein, the following terms have the following meanings:

"*Annual Rent*" has the meaning given it in subsection 3.1.

"*Bankruptcy*" shall be deemed, for any person, to have occurred either:

- (a) if and when such person (i) applies for or consents to the appointment of a receiver, trustee or liquidator of such person or of all or a substantial part of its assets, (ii) files a voluntary petition in bankruptcy or admits in writing its inability to pay its debts as they come due, (iii) makes an assignment

for the benefit of its creditors, (iv) files a petition or an answer seeking a reorganization or an arrangement with its creditors or seeks to take advantage of any insolvency law, or (v) files an answer admitting the material allegations of a petition filed against such person in any bankruptcy, reorganization or insolvency proceeding; or

(b) if (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating such person a bankrupt or an insolvent, approving a petition seeking such a reorganization, or appointing a receiver, trustee or liquidator of such person or of all or a substantial part of its assets, or (ii) there otherwise commences with respect to such person or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for any period of one hundred twenty (120) consecutive days after the expiration of any stay thereof.

“Business Day” means any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Charleston, South Carolina.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” has the meaning given it in paragraph 2.1.1.

“Environmental Laws” means any and all Federal, State or local laws, pertaining to health, safety, or the environment now or at any time hereafter in effect and any judicial or administrative interpretation thereof (including, but not limited to, any judicial or administrative order, consent decree or judgment relating to the environment or hazardous substances (as such term is defined in any such law), or exposure to hazardous substances) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reorganization Act of 1986, as amended, the Resource, Conservation and Recovery Act of 1976, as amended, the Clean Air Act, as amended, the Federal Water Pollution Control Act, as amended, the Oil Pollution Act of 1990, as amended, the Safe Drinking Water Act, as amended, the Hazardous Materials Transportation Act, as amended, the Toxic Substances Control Act, as amended, the federal Clean Water Act of 1977, all regulations and laws adopted by the Occupational Safety and Health Administration, and any other environmental or health conservation or protection laws.

“Event of Default” has the meaning given it in subsection 13.1.

“Force Majeure” means any (a) strike, lock-out or other labor troubles, (b) governmental restrictions or limitations, (c) failure or shortage of materials, electrical power, gas, water, fuel oil, or other utility or service, (d) riot, war, insurrection or other national or local emergency, (e) accident, flood, fire or other casualty, (f) adverse weather condition, (g) other act of God, or (h) other cause similar or dissimilar to any of the foregoing and beyond the reasonable control of the person in question.

“*Fee Estate*” means Landlord’s fee simple interest in all the Land and the appurtenances included with the Land.

“*Improvements*” means the historic building located on the Land, and all fixtures and personal property, all off-street parking areas on the Property; all common areas at the Property, and all replacements, additions and alterations thereto.

“*Institutional Lender*” means any commercial bank, savings bank, savings and loan institution or insurance company authorized to do business in South Carolina, or any governmental entity.

“*Landlord*” means, the James S. Gibbes trust created by will dated May 31, 1884, and its successors and assigns as holder of the Fee Estate.

“*Land Records*” means the Land Records of the County of Charleston, South Carolina.

“*Lease*” means this Ground Lease, including amendments thereto and extensions thereof, if any.

“*Lease Year*” means (a) the period commencing on the Commencement Date and terminating on the first (1st) anniversary of the last day of the calendar month containing the Commencement Date, and (b) each successive period of twelve (12) calendar months thereafter during the Term.

“*Leasehold Estate*” means the leasehold estate in the Premises held by Tenant under this Lease and its fee interest in the Improvements and any fee or other interest in the Property acquired by Tenant hereafter.

“*Legal Requirements*” has the meaning given it in subsection 4.3(h).

“*Mortgage*” means any mortgage or deed of trust at any time encumbering any or all of the Property, and any other security interest therein existing at any time under any other form of security instrument or arrangement used from time to time in the locality of the Property (including but not limited to any such other form of security arrangement arising under any deed of trust, sale-and-leaseback documents, lease-and-leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records or in such other place as is, under applicable law, required for such instrument to give constructive notice of the matters set forth therein.

“*Mortgagee*” means the Person secured by a Mortgage.

“*Permitted Encumbrances*” means any and all encumbrances of record existing as of the date hereof.

“**Person**” means a natural person(s), a trustee, a corporation, a partnership, a limited liability company and any other form of legal entity.

“**Premises**” means the Land more particularly described on Exhibit A attached hereto and incorporated herein by this reference and all appurtenances, easements and rights of way related to the Land.

“**Project**” or “**Property**” means collectively the Premises and the Improvements.

“**Rent**” means all Annual Rent and all Additional Rent.

“**Restoration**” means the repair, restoration or rebuilding of any or all of the Property after any damage thereto or destruction thereof, with such alterations or additions thereto as are made by Tenant in accordance with this Lease, together with any temporary repairs or improvements made to protect the Property pending the completion of such work.

“**Tenant**” means The Carolina Art Association of Charleston and its successors and permitted assigns as holder of the Leasehold Estate.

“**Term**” has the meaning given it in subsection 2.1.1.

“**Termination Date**” has the meaning given it in subsection 2.1.1.

1.2. General. Any other term to which meaning is expressly given in this Lease shall have such meaning.

Section 2. TERM.

2.1. Lease. Landlord agrees to lease the Premises to Tenant on the terms and conditions set forth in this Lease.

2.1.1. Original Term. This Lease shall be for a term (“**Term**”) commencing on the effective date hereon (“**Commencement Date**”), and (b) terminating on the fifty-fifth (55th) anniversary of the Commencement Date (the “**Termination Date**”, except that if the date of such termination is hereafter advanced to an earlier date or postponed pursuant to paragraph 2.2.1 or any other provision of this Lease, or by express, written agreement of the parties hereto, or by operation of law, the date to which it is advanced or postponed shall thereafter be the “**Termination Date**” for all purposes of this Lease). Possession shall be delivered on the Commencement Date.

2.1.2. Surrender. Tenant shall, at its expense, at the expiration of the Term or any earlier termination of this Lease, promptly yield up to Landlord the Premises, any of the Improvements and personal property which remains at the Premises as of the Termination Date, in reasonable order and repair, ordinary wear and tear and damage by casualty, or condemnation excepted. Upon such expiration or termination (whether by reason of an Event of Default or otherwise), Tenant shall thereafter have no right at law or in equity in or to any or all of the Property (including the Improvements) and shall be conclusively deemed to have abandoned same, and Landlord shall automatically be

deemed immediately thereupon to have succeeded to all of the same, free and clear of the right, title or interest therein of Tenant (but subject to the rights of any person then holding any lien, right, title or interest in or to the Fee Estate and to the lien of all Permitted Encumbrances then outstanding).

2.2. Holding Over.

2.2.1. Nothing in this Lease shall be deemed in any way to permit Tenant to use or occupy the Premises after the expiration of the Term or any earlier termination of this Lease. If and only if Tenant continues to occupy the Premises after such expiration or termination after obtaining Landlord's express, written consent thereto:

(a) such occupancy shall (unless the parties hereto otherwise agree in writing) be deemed to be under a month-to-month tenancy, which shall continue until either party hereto notifies the other in writing, by at least thirty (30) days before the end of any calendar month, that the party giving such notice elects to terminate such tenancy at the end of such calendar month, in which event such tenancy shall so terminate; and

(b) subject to the provisions of subsection 2.2.2, but anything in the remaining provisions of this Section to the contrary notwithstanding, the monthly rent payable with respect to each such monthly period shall equal one-twelfth (1/12) of the Annual Rent (such amount being the "**Monthly Rent**") for the Lease Year during which such expiration or termination occurred, as aforesaid.

2.2.2. If Tenant continues to occupy the Premises after the expiration of the Term or any earlier termination of this Lease without having obtained Landlord's express, written consent thereto, then without altering or impairing any of Landlord's rights under this Lease or applicable law, Tenant hereby agrees to pay a sum equaling One Hundred and 00/100 Dollars (\$100.00) per each day of such holdover occupancy to Landlord immediately on demand by Landlord as monthly rent for the Premises, for each calendar month or portion thereof after such expiration of the Term or such earlier termination of this Lease, as aforesaid, until Tenant surrenders possession of the Premises to Landlord. Nothing in this Lease shall be deemed in any way to give Tenant any right to remain in possession of the Premises after such expiration or termination, regardless of whether Tenant has paid any such Rent to Landlord.

2.3. Title to and Alterations of Improvements. Notwithstanding any provision in this Lease to the contrary, at all times during the Term of this Lease, the Improvements and all alterations and additions shall be owned by Tenant for tax purposes and Tenant alone shall be entitled to all of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the federal historic rehabilitation tax credits pursuant to Section 47 of the Code and the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Improvements. Landlord makes no representation or warranty of any kind with respect to tax attributes of ownership, including but not limited to the availability of federal or state historic tax rehabilitation credits. At the expiration or earlier termination of the Term of this Lease, or any portion thereof, in accordance

herewith, Tenant shall peaceably leave, quit and surrender the Premises in the manner required under paragraph 2.1.2. Upon such expiration or termination, the Premises and any Improvements remaining (other than personal property and equipment owned by tenants) shall become the sole property of Landlord at no cost to Landlord in “as is” condition, and subject to all matters of record.

Section 3. RENT.

3.1. Amount. As rent for the Premises, Tenant shall pay to Landlord annual installments of One Dollar (\$1.00) (“*Annual Rent*”) for a period of fifty-five (55) years commencing on the Commencement Date.

3.2. Security Deposit. None.

3.3. Leasehold Obligations.

3.3.1. Net Lease. Other than as is expressly set forth in this Lease, all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and the construction, ownership, leasing, operation, maintenance, repair, rebuilding, use, occupation of, or conveyance of any or all of Tenant’s Leasehold Estate in the Property, or this Lease generally shall be the sole responsibility of and payable by Tenant.

3.3.2. Property Tax Exemption. The Tenant shall be solely responsible for, and shall pay, all general and special ad valorem property taxes, assessments and user or impact fees, if any.

Section 4. USE OF PROPERTY.

4.1. Nature of Use. Tenant shall throughout the Term continuously use and operate the Premises and the Improvements for the following uses and such other uses as are reasonably and customarily attendant to such uses: rehabilitation, construction, development of the Property as an art museum with related ancillary uses such as a retail store, café, art studio and teaching facility.

4.2. Compliance with Environmental Laws. Tenant, throughout the Term and at its sole expense, in its rehabilitation, possession and use of the Improvements, shall not (a) cause or permit the escape, disposal or release of any biologically or chemically active or other Hazardous Substances brought onto the Property by Tenant or its agents or contractors, or (b) allow the storage or use of such Hazardous Substances in any manner not sanctioned by law or by the standards prevailing in the industry for the storage and use of such substances or materials, or (c) allow any Hazardous Substances to be brought onto the Property except to use in the ordinary course of Tenant’s business, and then only after written notice is given to Landlord of the identity and intended use of such substances or materials. For purposes of this Lease, “*Hazardous Substances*” shall include those substances and materials subject to regulation under any applicable Environmental Law. If any lender or governmental agency reasonably requires testing to ascertain whether or not there has been any release of hazardous materials on the Premises for which Tenant is responsible hereunder while this Lease is in effect, then the costs thereof shall be paid by Tenant if such requirement applies to the Property. Tenant shall

execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Premises.

4.3. Representations, Warranties and Covenants of Landlord. As an inducement to Tenant to enter into and proceed under this Lease, Landlord warrants and represents to Tenant as follows, which warranties, representations and covenants are true and correct as of the date of this Lease:

4.3.1. Landlord has good and marketable, fee simple title to the Premises, subject only to Permitted Encumbrances, and has the right, power and authority to enter into this Lease, to lease the Land to Tenant in accordance with the terms, provisions and conditions contained in this Lease, and has received all applicable governmental consents and approvals in connection therewith, and no other party has any right or option to or in connection with the Premises;

4.3.2. There is no litigation proceeding, or other action pending or, to the best knowledge and belief of Landlord, threatened, affecting the Property or Landlord's estate therein;

4.3.3. Landlord has received no written notice, and has no actual knowledge, nor has Landlord been otherwise advised, of any pending or threatened condemnation, building or zoning code violation relating to all or any part of the Property;

4.3.4. Landlord has received no written notice and has no actual knowledge of the intention of any party holding an easement affecting the Property or any part thereof to expand the exercise of any such easement beyond the scope of the present exercise thereof (as by replacing or expanding existing facilities, conduits (including underground or overhead wires, cables or pipes) or systems for sewers, water, electric, gas, cable and other utilities);

4.3.5. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreement relating to the Property to which Landlord is a party or by which it is bound;

4.3.6. The Property is unoccupied and vacant, and there is no tenant, lessee or other occupant of the Property having any right or claim to possession or use of the Premises; and possession of the Premises is hereby delivered free of the rights or claims of any tenants, occupants or other parties in possession of, or claiming any right to possession or use of the Premises;

4.3.7. There are no unpaid special assessments of which Landlord has received notice for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Property;

4.3.8. There are no outstanding notices of, nor, to Landlord's actual knowledge, any violations of any applicable laws, ordinances, notices, orders, rules, regulations and requirements of applicable federal, state and municipal governments, public or quasi-public authorities and all departments, commissions, bureaus boards and officers thereof affecting any portion of the Property (collectively the "**Legal Requirements**");

4.3.9. Landlord is not obligated under any contract, lease or agreement, oral or written, with respect to the ownership, use, operation or maintenance of the Property except for the requirement that the Association will be the end user and sublessee of the Property upon completion of the rehabilitation;

4.3.10. To the best of Landlord's actual knowledge, neither the Property nor any part thereof has been used for the disposal of refuse or waste, or for the generation, processing, manufacture, storage, handling, treatment, transportation or disposal of any Hazardous Substances and no Hazardous Substances have been installed, used, stored, handled or located on or beneath the Property, which Hazardous Substances, if found on or beneath the Premises, or improperly disposed of off of the Premises, would subject Tenant, any subtenant, the owner or occupant of the Property to damages, penalties, liabilities or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation or installation in or in connection with the Property ("**Environmental Cleanup Work**") in order to comply with any environmental law or Legal Requirements applicable to Hazardous Substances. No notice from any governmental authority or any Person has ever been served upon Landlord, its agents or employees, claiming any violation of any Legal Requirement pertaining to Hazardous Substances or any liability thereunder, or requiring or calling any attention to the need for any Environmental Cleanup Work on or in connection with the Premises, and neither Landlord, its agents or employees has ever been informed of any threatened or proposed serving of any such notice of violation or corrective work order; and

Section 5. OPERATING EXPENSES.

5.1. Operating Expenses.

5.1.1. Tenant's Obligation. Tenant will pay (or cause to be paid) directly to the providers of such services all costs and expenses attributable to or incurred in connection with the development, construction, completion, marketing, leasing and occupancy of the Premises and the Improvements (collectively, "**Operating Expenses**") including without limitation (a) all energy sources for the Improvements, such as propane, butane, natural gas, steam, electricity, solar energy and fuel oil; (b) all water, sewer and trash disposal services; (c) all rehabilitation, maintenance, repair, replacement and rebuilding of the Improvements, without limitation, (d) all landscaping, maintenance, repair and striping of all parking areas; (e) all insurance premiums relating to the Premises and the Improvements, including fire and extended coverage, public liability insurance, rental insurance and all risk insurance; and (f) the cost and expenses of all capital improvements or repairs (whether structural or non-structural) required by any governmental or quasi-governmental authority having jurisdiction over the Premises or the Improvements.

5.1.2. Permits and Licenses. Tenant shall procure, or cause to be procured, at Tenant's sole cost and expense, any and all necessary permits, licenses, or other authorizations required for the rehabilitation, construction and occupancy of the Improvements and the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to the Improvements and upon the Premises. Landlord agrees to use Landlord's best reasonable efforts, at Tenant's sole cost and expense, to cooperate with Tenant in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authority with respect to any construction or other work to be performed on the Premises and grant (or cooperate in processing as regards third party providers), all permits, licenses, easements and other governmental authorizations that are necessary or helpful for electric, telephone, gas, cable television, water, sewer, drainage, access and such other public or private utilities or facilities as may be reasonably necessary or desirable in connection with the construction or operation of the Improvements. Landlord shall use Landlord's reasonable efforts, at Tenant's sole cost and expense, to cooperate in the relocation or termination of easements currently encumbering the Premises to the extent that same may be reasonably necessary or desirable in connection with the Improvements. Tenant shall be entitled, without payment to Landlord, for tap or connection fees, to tap into the existing lines, facilities and systems of applicable electric, gas, cable, water, sewer, sewer treatment and other utilities serving the Premises. Landlord agrees to use Landlord's reasonable efforts to assist Tenant to obtain waiver, reduction or deferral, as applicable, of all fees and other charges otherwise payable in connection with obtaining any permits, licenses, easements and other authorizations required by any governmental authority with respect to any construction or other work to be performed on the Premises in connection with the Improvements.

Section 6. INSURANCE AND INDEMNIFICATION.

6.1. Insurance to be maintained by Tenant. Tenant shall maintain or cause to be maintained throughout the Term of this Lease casualty (including flood and earthquake) and commercial general liability insurance as set forth in the attached **EXHIBIT C.** Proof of insurance shall be filed with the Landlord at the inception and any renewal of any policy.

6.2. Insureds. Each such policy shall name Landlord as an additional insured thereon.

6.3. Insurer. All insurance required and all renewals of insurance shall be issued by companies of recognized responsibility licensed to issue such policies and otherwise transact business in the State of South Carolina. All insurance policies will expressly provide that such policies will not be cancelled or altered without thirty (30) days' prior written notice to Landlord.

6.4. Indemnification. Beginning on the commencement date, the Tenant agrees to pay and to defend, indemnify and hold harmless the Landlord from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs and expenses of any kind or any nature whatsoever (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable expert's and attorneys' fees and expenses), known or unknown, foreseen or unforeseen, which may at any time be imposed

upon, incurred by, or asserted or awarded against Landlord, its employees, agents, members or other persons serving in an advisory capacity to any of them or against the Property or any portion thereof, arising from: any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Property, in each case arising out of the use, possession, ownership, condition or occupation of the Property, the building or any part thereof (but not of any other property) from and after the date hereof to the extent arising out of the acts or omissions of Tenant or any subtenant; violation by the Tenant, its employees, agents, or members, or invitees of any of them, of any environmental law affecting the property or the building or any part thereof or the ownership, occupancy or use thereof from and after the date hereof; provided, however, that notwithstanding the foregoing, the Tenant shall not have any liability to Landlord for any loss or damage arising out of the existence of any hazardous substance at the Property as of the date hereof, or acts of Landlord or persons under the control or direction of Landlord or out of any release or threat of release of hazardous substance for which Landlord is responsible. The foregoing indemnification shall not be construed as creating any rights in or conferring any rights to any third parties.

Section 7. IMPROVEMENTS TO PREMISES.

7.1. Rehabilitation of Improvements.

7.1.1. Alterations. Landlord agrees that Tenant owns the Improvements for tax purposes and shall have the right to make such alterations, additions and changes thereto as Tenant deems necessary or appropriate, including, without limitation, and replacement thereof.

7.1.2. Estoppel Certificates. Landlord and Tenant agree that at any time and from time to time upon not less than twenty (20) days' prior written notice by the other party, or upon request from a permitted assignee or other interested party, Landlord or Tenant will execute, acknowledge and deliver to the other party a statement in writing certifying: (a) that this Lease is unmodified (or if modified, stating such modifications) and in full force and effect; (b) the date through which the Rents have been paid; and (c) that, to the knowledge of the certified (if such be the case), there is no default, set-off, defense or other claim against Landlord or Tenant, as applicable, other than those, if any, so specified under the provisions of this Lease. It is intended that any such statement may be relied upon by any such persons.

7.1.3. Mortgage of Landlord's Fee Estate. Landlord shall not sell, transfer, assign, convey, or otherwise encumber all or any portion of its interest in the Property, without the prior written consent of the Tenant.

7.2. Joinder. Without limiting Landlord's obligations under any other provision of this Lease, Landlord shall, promptly at Tenant's request and expense at any time during the Term (and provided that Landlord thereby assumes no liability or obligation), join in any and all applications for building permits, subdivision plat approvals or certificates of dedication thereon, public works or other agreements and permits for sewer, water or other utility services, other instruments of dedication or other permits or approvals, the granting of or entry into which by any governmental or quasi-governmental authority having jurisdiction over the Property is

necessary to permit (a) the development, rehabilitation, improvement, use and occupancy of the Property for the purposes permitted by this Lease, without violating applicable law; and (b) the dedication to the City of Charleston and/or the State of South Carolina after the Commencement Date of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are, in Tenant's opinion, necessary or desirable in connection therewith.

Section 8. REPAIRS AND MAINTENANCE.

8.1. Repairs. Tenant shall, throughout the Term and at its expense,

(a) keep the Premises in good order and condition (ordinary wear and tear excepted) and in compliance with applicable building and health and safety codes; and

(b) promptly make any and all repairs, ordinary or extraordinary, foreseen or unforeseen, to the Property (including but not limited to the landscaping thereon) as are necessary to maintain it in good condition, subject, in the event of casualty or condemnation to receipt of applicable insurance and/or condemnation proceeds therefor, and Landlord shall have no obligation hereunder as to the same.

8.2. Maintenance. Tenant shall keep and maintain all of the Property in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice.

Section 9. LANDLORD'S RIGHT OF ENTRY.

9.1. Inspection and repair. Subject to the rights of any tenant under any lease of space in the Premises, Landlord shall be entitled to enter the Property during Tenant's normal business hours to (a) inspect the Property at any time, upon forty-eight (48) hours' advance written notice and (b) make any repairs thereto and/or take any other action therein which is required by applicable law, or which Landlord is permitted to make by any provision of this Lease, after giving Tenant at least twenty (20) Business Days' prior written notice of Landlord's intention to take such action; provided that Tenant doesn't timely cure same. Landlord may, while taking any such action upon the Property, store therein any and all necessary materials, tools and equipment, and Tenant shall have no liability to Landlord for any damage to or destruction of any such materials, tools and equipment, except if and to the extent that such damage or destruction is proximately caused by the negligence of Tenant. Landlord shall use its best efforts to not disrupt the rights of tenants at the Property.

Section 10. FIRE AND OTHER CASUALTIES.

10.1. Damages or Destruction to Premises. Tenant shall give prompt notice to Landlord after the occurrence of any fire, earthquake, flood, act of God or other casualty to or in connection with the Premises, the Improvements or any portion thereof (hereinafter sometimes referred to as a "*Casualty*"). Subject to Section 10.2 below, if during the Term the Improvements shall be damaged or destroyed by Casualty, Tenant shall repair or restore the Improvements, so long as Tenant reasonably determines that it is feasible to do so and provided that sufficient insurance proceeds are available to do so. In the event that Tenant shall determine

by notice to Landlord given within thirty (30) days after receipt by Tenant of any such insurance proceeds, that it is not economically practical to restore the Improvements and/or the Premises to substantially the same condition in which they existed prior to the occurrence of such Casualty, then Tenant may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice.

10.2. Distribution of Insurance Proceeds. In the event that this Lease is terminated pursuant to Section 10.1 hereof, the insurance proceeds received as the result of such Casualty shall be distributed as follows: (a) first, if the Property is subject to a mortgage securing any obligation or guarantee of Landlord, to the Mortgagee thereof and (b) second, the balance, if any, of such insurance proceeds shall be paid to Landlord.

Section 11. CONDEMNATION.

11.1. Notice of Taking. Forthwith upon receipt by either Landlord or Tenant of notice of the institution of any proceedings for the taking or condemnation of all or a portion of the Property or Improvements by the government of the United States, State of South Carolina, City of Charleston, or any other governmental authority, or any corporation under the right of eminent domain (a "**Taking**"), the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and be represented by counsel, who may be counsel for the party receiving such notice.

11.2. Special Account. If a Total Taking (as defined in Section 11.3), the full amount of any award for any Taking (the "**Award**"), shall, notwithstanding any allocation made by the awarding authority, be paid, and allocated as set forth below provided that there shall first be deducted from the Award in the order stated (A) first, any outstanding amounts secured by any deed of trust on the Property; and (B) second, any Rent outstanding prior to the Taking owed by the Tenant, which shall be paid to the Landlord. If a Total Taking, or a Partial Taking (pursuant to Section 11.4), the remainder of the Award (the "**Remainder**") shall be allocated (x) to the Landlord, an amount equal to the product of the amount allocated to the Property multiplied by the Landlord's Percentage (hereafter defined), and (v) to the Tenant, an amount equal to the product of the amount allocated to the Premises multiplied by the Tenant's Percentage (hereafter defined). The "**Landlord's Percentage**" shall equal the fair market value, at the time of the Taking of the Premises encumbered by this Lease, plus the residual fair market value of the Improvements as of the expiration of the Term (the "**Land Value**") divided by the sum of the Land Value and the Improvements Value. The "**Improvements Value**" shall be the fair market value of the Improvements, as of the date of the Taking, taking into account the then remaining Term of this Lease. The "**Tenant's Percentage**" shall equal the Improvements Value divided by the sum of the Land Value and the Improvements Value. The portion of the Award so allocated to the Landlord shall be known herein as the "**Landlord's Award,**" and the portion so allocated to the Tenant shall be known herein as the "**Tenant's Award.**"

11.3. Total Taking. In the event of a permanent Taking of the fee title to or of control of the Premises or of the entire Leasehold Estate hereunder (a "**Total Taking**"), this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any Rent payable or obligations owed by the Tenant to the Landlord as of the date of said Total Taking shall be paid or otherwise carried out in full.

11.4. Partial Taking; Procedures and Criteria for Course of Action. In the event of a permanent Taking of all or less than all of the Premises (a “*Partial Taking*”),

(a) if Tenant reasonably determines that the continued use and occupancy of the remainder of the Premises by the Tenant is or can reasonably be made to be economically viable, structurally sound, and otherwise feasible based upon the amount of eminent domain proceeds available for the purpose of paying for such restoration (the “*Restoration Criteria*”), then, the entire Award shall be applied to restoration of the Premises and the Premises shall be restored pursuant to Section 10.1; or

(b) if the continued use and occupancy of the remainder of the Premises by the Tenant is not or cannot, in Tenant’s reasonable judgment, be made to be economically viable, structurally sound, and otherwise feasible, then this Lease may be terminated by Tenant pursuant to Section 10.1 and the Award applied pursuant to Section 11.2.

11.5. Restoration. If a decision is made pursuant to Section 10.1 to restore the remainder of the Premises following receipt of the Award, the Tenant shall promptly proceed, at its expense, to commence and complete the restoration pursuant to the provisions of Section 10, using the Award for such restoration, with any excess remaining after the completion of the restoration being payable to Tenant and Landlord, using the calculation set forth in such Section 11.2. If Tenant has decided pursuant to Section 10.1 to restore the remainder of the Premises, and if the cost of the restoration shall exceed the amount of the entire Award, the deficiency shall be paid by the Tenant.

11.6. Termination upon Non-Restoration. Following a Partial Taking, if a decision is made pursuant to Section 11.4(b) that the remaining portion of the Premises is not to be restored, the Tenant shall surrender the Premises to the Landlord and this Lease shall thereupon be terminated without liability or further recourse to the parties hereto.

11.7. No Waiver. No provisions in this Lease limit the rights of either the Landlord or Tenant to seek compensation from a condemning authority as provided by statute, common law, or the United States Constitution.

Section 12. ASSIGNMENT AND SUBLETTING.

12.1. Transfer by Tenant.

12.1.1. Tenant shall have the right to assign, sublet and encumber its interest under this Lease, from time to time, in full or in part, subject to the approval of Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall not enter into any sublease of any portion of the Premises whose occupancy thereof would, singularly, or in the aggregate with other tenants or subtenants of the Premises, cause the Premises to be deemed to be “tax-exempt use property” under Sections 47(c)(2)(B)(v) or 168(h) of the Code (or any corresponding or related provision of the Code).

12.1.2. Tenant shall perform all of its obligations under all subleases, if any. Landlord consents to the entering into of a Master Lease or Subground Lease with Gibbes Museum Master Tenant, LLC. By execution of this Lease, Landlord hereby evidences its consent to Tenant entering into the Master Lease or Subground Lease; provided however, notwithstanding its consent to the Master Lease or Subground Lease, Landlord makes no representation or warranty of any kind to the tenant under the Master Lease or Subground Lease or to any person, firm or corporation or other entity claiming by, through or under the tenant under the Master Lease or Subground Lease, of the availability or opportunity of availability of any historic tax or other credits, state or federal.

12.2. Transfer by Landlord.

12.2.1. Subject to the provisions of Section 12.2.2 below, Landlord may assign this Lease or Landlord's reversion hereunder without the necessity of obtaining Tenant's consent or permission.

12.2.2. Notwithstanding anything herein to the contrary, Landlord (a) shall not assign or transfer this Lease to a person or entity that would cause a recapture or loss of all or any portion of the Historic Tax Credits; and (b) for itself and for each and every succeeding owner of Landlord's interest in the Premises, agrees that, prior to termination of the HTC Compliance Period, upon any Event of Default, Landlord's remedies shall be limited such that in no event shall Landlord have any right or remedy to terminate this Lease or Tenant's right to possession of the Premises hereunder.

Section 13. DEFAULT.

13.1. Definition. As used in this Lease, each of the following events shall constitute an "Event of Default" by Tenant or Landlord, as applicable, unless such Event of Default is caused, in full or in part, by Force Majeure:

(a) if Tenant fails (a) to pay any Annual Rent or other sum which it is obligated to pay under this Lease, when and as it is due and payable hereunder, or (b) to perform any of its obligations under this Lease, in each case not cured within the grace period set forth below; or

(b) if Landlord (a) fails to pay any sum which it is obligated to pay under this Lease when and as it is due and payable hereunder, or (b) if Landlord fails to perform any of its obligations under this Lease, in each case not cured within the grace period set forth below; or

(c) if a Bankruptcy of Landlord or Tenant occurs.

13.2. Notice; Grace Period. Anything in this Section to the contrary notwithstanding, if an Event of Default occurs neither Landlord nor Tenant shall exercise any right or remedy on account thereof which it holds under this Lease or applicable law unless and until:

(a) The non-defaulting party gives written notice thereof to the defaulting party;

(b) If such Event of Default consists of a failure to pay money, within ten (10) days after the non-defaulting party gives such written notice, the defaulting party fails to pay all of such money, or if such Event of Default consists of something other than a failure to pay money, within sixty (60) days after the non-defaulting party gives such written notice such Event of Default is not cured, or if such Event of Default is not reasonably curable within such period, the defaulting party has not commenced to proceed within such period actively, diligently and in good faith to begin to cure such Event of Default and to continue thereafter to do so until it is fully cured; and

(c) Following the grace periods set forth in this Section 13.2, the non-defaulting party shall be entitled, upon notice to the defaulting party, to pursue its available remedies at law or in equity; provided, that if the default is a default by Tenant and is caused, directly or indirectly, by a default by a subtenant of Tenant, Tenant shall be given such additional grace period as reasonably necessary to cause its subtenants to cure such default.

Section 14. CONDITION OF TITLE AND PREMISES.

14.1. Quiet Enjoyment. Landlord hereby

(a) covenants and agrees that, at the time of the execution and delivery of this Lease by the parties hereto, it (i) is the owner of a fee simple estate in and to the Premises, subject to the operation and effect of and only of the Permitted Encumbrances, and (ii) has the full right, power and authority to enter into this Lease and, thereby to lease the Premises; and

(b) warrants that Tenant will have quiet and peaceful possession of the Premises during the Term so long as all of Tenant's obligations hereunder are timely performed, except if and to the extent that such possession is terminated pursuant to Sections 10, 11 or 13 or any other provision of this Lease.

Section 15. NOTICES.

15.1. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to Landlord or Tenant (a) shall be in writing, and (b) shall be deemed to have been provided on the earlier of (i) (1) forty-eight (48) hours after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (2) the next Business Day after having been deposited (in time for delivery by such service on such Business Day) with Federal Express or another national courier service, or (3) (if such party's receipt thereof is acknowledged in writing) upon having been sent by telefax or another means of immediate electronic communication, in each case to the address of such party set forth hereinabove or to such other address in the United States of America as such party may designate from time to time by notice to each other party hereto, or (ii) (if such party's receipt thereof is acknowledged in writing) its having been given by hand or other actual delivery to such party.

15.2. All notices required or permitted to be given under this Lease shall be deemed given in accordance with the foregoing paragraph of this Section 15, and addressed as set forth in Exhibit B. Any party may change its address by timely notice to the other party.

Section 16. GENERAL.

16.1. Effectiveness. This Lease shall become effective on and only on its execution and delivery by each party hereto.

16.2. Complete understanding. This Lease represents the complete understanding between the parties hereto as to the subject matter hereof.

16.3. Amendment. This Lease may be amended by and only by an instrument executed and delivered by each party hereto. Notwithstanding the foregoing, any such amendment shall require the consent of Tenant's members.

16.4. Waiver. No party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

16.5. Applicable law. This Lease shall be given effect and construed by application of the law of the State of South Carolina, and any action or proceeding arising hereunder shall be brought in the State courts of Charleston County, South Carolina.

16.6. Time of essence. Time shall be of the essence of this Lease, except that, whenever the last day for the exercise of any right or the discharge of any obligation hereunder falls on a Saturday, Sunday or statutory holiday, the party having such right or obligation shall have until 5:00 p.m. on the next succeeding day which is not a Saturday, Sunday or statutory holiday to exercise such right or discharge such obligation.

16.7. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

16.8. Construction. As used herein, all references made (a) in the neutral, masculine or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (c) to any Section, subsection, paragraph or subparagraph shall be deemed, unless otherwise expressly indicated, to have been made to such Section, subsection, paragraph or subparagraph of this Lease.

16.9. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby incorporated herein and made a part hereof.

16.10. Severability. No determination by any court, governmental or administrative body or agency or otherwise that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall remain valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

16.11. Disclaimer of Partnership Status. Nothing in this Lease shall be deemed in any way to create between the parties hereto any relationship of partnership, joint venture or association, and the parties hereto hereby disclaim the existence of any such relationship.

16.12. Prevailing Party. In the event either party hereunder initiates judicial action against the other in order to enforce the terms, covenants and provisions of this Lease, the non-prevailing party in such judicial action shall reimburse the prevailing party in such judicial action for all expenses, fees, costs, including reasonable attorneys' fees incurred by the prevailing party in connection with such judicial action.

16.13. Benefit and Burden. This Lease shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURES – NEXT PAGE]

IN WITNESS WHEREOF, each party hereto has caused this Lease to be executed on its behalf by its duly authorized representatives, the day and year first above written.

LANDLORD: CITY OF CHARLESTON,
as Co-Trustee Under the Will of James S. Gibbes

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each party hereto has caused this Lease to be executed on its behalf by its duly authorized representatives, the day and year first above written.

LANDLORD: THE CAROLINA ART ASSOCIATION OF CHARLESTON, as Co-Trustee Under the Will of James S. Gibbes

By: _____
Angela D. Mack, Executive Director

TENANT: THE CAROLINA ART ASSOCIATION OF CHARLESTON, a South Carolina Non-Profit Corporation

By: _____
Angela D. Mack, Executive Director

EXHIBIT A
Property Description

EXHIBIT B

Notice Addresses

LANDLORD: The Carolina Art Association of Charleston
c/o Gibbes Museum of Art
135 Meeting Street
Charleston, South Carolina 29401
Attn.: Angela D. Mack
Executive Director
e-mail: admack@gibbesmuseum.org

City of Charleston
80 Broad Street
Charleston, South Carolina 29401
Attn.: Mayor

With copies to: Rogers Lewis
1330 Lady Street, Suite 400
Columbia, South Carolina 29201
Attn.: Chris Rogers, Esq.
e-mail: crogers@rogerslewis.com

And to: Womble Carlyle Sandridge & Rice LLP
5 Exchange Street
Charleston, South Carolina 29401
Attn.: Susan M. Smythe
e-mail: SSmythe@wcsr.com

City of Charleston Legal Department
50 Broad Street
Charleston, South Carolina 29401
Attn.: Corporation Counsel

TENANT: The Carolina Art Association of Charleston
c/o Gibbes Museum of Art
135 Meeting Street
Charleston, South Carolina 29401
Attn.: Angela D. Mack
Executive Director
e-mail: admack@gibbesmuseum.org

With copies to:

Rogers Lewis
1330 Lady Street, Suite 400
Columbia, South Carolina 29201
Attn.: Chris Rogers, Esq.
e-mail: crogers@rogerslewis.com

And to:

James R. Smith
[]

Woods Rogers PLC
10 South Jefferson Street
Roanoke, Virginia 24011
Attn: Neil V. Birkhoff
e-mail: Birkhoff@woodsrogers.com

EXHIBIT C

INSURANCE REQUIREMENTS

The insurance requirements of Tenant with regard to the Property is set forth below. All insurance policies shall be underwritten by companies licensed to write such insurance in the state in which the Property is located, and shall be rated in the latest A.M. Best's Insurance Rating Guide with a rating of at least A- , and be in a financial category of at least IX. If an insurance policy is not available when required, then Certificates of Insurance detailing the policy terms and conditions as noted above shall be provided, but the policies must then be provided within sixty (60) days. All such policies shall include endorsements requiring at least thirty (30) days' prior written notice to Landlord of any cancellation, termination, or reduction of coverage therein. Notice of the renewal of any policy shall be made at least ten (10) days prior to the scheduled date of such renewal, and shall be in the form of endorsement to the policy. Notice to Landlord of any replacement of any policy shall be made at least ten (10) days prior to such replacement, and shall be in the form of a copy of the replacement policy, or by certificate, as noted above. Evidence of insurance may be provided on a Certificate of Insurance issued to Landlord and Tenant.

1. *Liability Insurance*

Beginning on the Commencement Date and continuing throughout the Term of the Lease, Tenant shall obtain, or shall cause to be maintained, in full force and effect, the following policies of insurance; provided, that the coverage amounts set forth below are subject to increase, from time to time, at the written request of Landlord:

- ***Commercial General Liability Insurance***, insuring for third party claims of legal liability against Tenant, and caused by bodily injury, property damage, personal injury or advertising injury, arising out of the ownership or management of the Land and Building and including the costs to defend such actions brought against Landlord and Tenant, as well as hired and non-owned automobile liability insurance. The policy shall designate Tenant the named insured, and shall include an endorsement adding the Landlord (using form CG 2026 or equivalent) as an additional insured, and shall be primary coverage for the additional insured, without contribution from other valid insurance policies that may be available to the additional insured. Limits of the policy shall be at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate. If coverage is provided under blanket policies insuring other locations or entities, then the general aggregate must apply to each insured location separately.
- ***Excess/Umbrella Liability Insurance***, with the Commercial General Liability, Automobile Liability, and Employers Liability policies scheduled as underlying policies. Limits of the policy shall be at least Three Million Dollars (\$3,000,000) per occurrence and in the annual aggregate. The policy shall designate Tenant as named insureds, and shall include an endorsement adding the Landlord in as an additional insured, and shall

be primary coverage for the additional insured without contribution from other valid insurance policies that may be available to the additional insured.

2. *Casualty Insurance*

Casualty insurance, including earthquake and flood coverages, on the Improvements and Contents as shown on the attached schedule.

Builder's risk insurance, to include seismic, as shown on the attached schedule.

**STATE FISCAL ACCOUNTABILITY AUTHORITY**

INSURANCE RESERVE FUND
 POST OFFICE BOX 11066
 COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

POLICY NUMBER 40670017A	FROM POLICY PERIOD TO 01/01/2016 01/01/2017	TYPE OF INSURANCE BUILDING AND PERSONAL PROPERTY	DATE PRINTED 29 DEC 2015
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COVERAGE PROVIDED UNDER THIS POLICY PART IS SUBJECT TO THE FOLLOWING FORMS:
 PD-01 PD-02 PD-03 PD-04 PD-05 PD-08 PD-09 PD-10 PD-11 PD-12 PD-15 PD-16 PD-27
 PD-33

NAMED INSURED AND ADDRESS CITY OF CHARLESTON POST OFFICE BOX 304 CHARLESTON, SC 29402	CONTACT PERSON AND PHONE COLLEEN CARDUCCI (843)724-7154	FORM #	PAGE 105 OF 161
	TYPE OF ACTIVITY *** RENEWAL DECLARATION ***		ACTIVITY # 001

15 OF 32

EFFECTIVE 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

COVERED CAUSES OF LOSS:

SPECIAL FORM EARTHQUAKE FORM FLOOD INSURANCE

SEGMENT NUMBER	PROPERTY DESCRIPTION/LOCATION		LIMIT OF INSURANCE	RATE	PREMIUM
1340	STONE FIELD SCOREBOARD 300 FISHBURNE ST	BLDG CONT	48,380 0	1.014 0.000	490.57 .00
1430	VISITORS CENTER 36 JOHN ST	BLDG CONT	3,450,143 1,000,000	0.148 0.123	5,106.21 1,230.00
1440	CHILDREN'S MUSEUM 44 JOHN ST	BLDG CONT	1,100,000 0	0.534 0.534	5,874.00 .00
1450	VISITOR - BUS SHED 27-29 ANNN STREET	BLDG CONT	1,278,908 0	0.281 0.217	3,593.73 .00
1690	OLD SLAVE MARKET 6 CHALMERS STREET	BLDG CONT	300,000 100,000	0.223 0.307	669.00 307.00
1820	GIBBES MUSEUM 135 MEETING STREET	BLDG CONT	10,021,303 62,500	0.180 0.123	18,038.35 76.88
1871	AIRPLANE HANGAR 2700 FT TRENHOLM RD.	BLDG CONT	35,914 0	0.130 0.115	46.69 .00
1990	CHILDREN MUSEUM STG BUILDING 25 ANN ST	BLDG CONT	136,365 0	0.223 0.307	304.09 .00
2050	TOOL MAINT SHED-FIRESTATION 11 1517 SAVANNAH HWY	BLDG CONT	94,129 10,000	0.101 0.097	95.07 9.70
2060	BALLFIELD LIGHTS JAMES ISL RECREATION/GYM	BLDG CONT	317,504 0	1.446 1.446	4,591.11 .00
2130	T & T ANIMAL CONTROL 656 KING ST	BLDG CONT	512,497 175,000	0.148 0.123	758.50 215.25
2320	FIRE STATION #20 1006 PINEFIELD DR	BLDG CONT	317,504 30,000	0.123 0.107	390.53 32.10



STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND
POST OFFICE BOX 11066
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

POLICY NUMBER 40670017D	FROM POLICY PERIOD TO 01/01/2016 01/01/2017	TYPE OF INSURANCE BUILDERS RISK	DATE PRINTED 29 DEC 2015
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COVERAGE PROVIDED UNDER THIS POLICY PART IS SUBJECT TO THE FOLLOWING FORMS:
PD-01 PD-03 PD-05 PD-08 PD-10 PD-11 PD-23 PD-27

NAMED INSURED AND ADDRESS CITY OF CHARLESTON POST OFFICE BOX 304 CHARLESTON, SC 29402	CONTACT PERSON AND PHONE COLLEEN CARDUCCI (843)724-7154	FORM #	PAGE 159 OF 161
TYPE OF ACTIVITY *** RENEWAL DECLARATION ***			ACTIVITY # 001

EFFECTIVE 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE 1 OF 1

COVERED CAUSES OF LOSS:
SPECIAL FORM EARTHQUAKE FORM

OPTIONAL COVERAGES APPLICABLE ONLY WHEN ENTRIES ARE IN THE BRACKETS BELOW:
MONTHLY LIMIT OF INDEMNITY (X)
MAXIMUM PERIOD OF INDEMNITY (X)

DEDUCTIBLES:
COVERED LOSS \$1,000
EARTHQUAKE: SPECIAL 5% DEDUCTIBLE. THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR EARTHQUAKE LOSSES.

INSURANCE 100%

SEGMENT NUMBER	PROPERTY DESCRIPTION/LOCATION	LIMIT OF INSURANCE	RATE	PREMIUM
10	GIBBES MUSEUM ADDN AND SEISMIC 135 MEETING ST	9,000,000	0.159	14,310.00
TOTAL PREMIUM				14,310.00

C.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee **DATE:** April 26th, 2016

FROM: Colleen Carducci **DEPT:** BFRC

ADDRESS: Dobbin Road

TMS: 310-69-00-039

Action Request: Request authorization from the Mayor to execute the attached resolution approving an amendment to the Joint County Industrial Park Agreement between Charleston County and Colleton County so as to include 2.153 acres of property located on Dobbin Road.

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>Frances J Cantwell</i>	<input type="checkbox"/>
Chief Financial Officer	<i>Amy Wharton</i>	<input type="checkbox"/>
Director Real Estate Management	_____	<input checked="" type="checkbox"/>
<u>Real Estate Manager</u>	<i>Mark D. Arthur</i>	<input checked="" 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: April 26th, 2016

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Dobbin Road

TMS: 310-69-00-039

ACTION REQUEST: Request authorization from the Mayor to execute the attached resolution approving an amendment to the Joint County Industrial Park Agreement between Charleston County and Colleton County so as to include 2.153 acres of property located on Dobbin Road.

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: _____ Lessee: _____

INITIAL

Terms: _____

RENEWAL

Terms: _____

AMENDMENT

Terms: _____

Resolution

Request authorization from the Mayor to execute the attached resolution approving an amendment to the Joint County Industrial Park Agreement between Charleston County and Colleton County so as to include 2.153 acres of property located on Dobbin Road.

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: _____

Mark D. Arhale
Director Real Estate Management
Manager

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

NEED: Identify any critical time constraint(s).



RESOLUTION

TO APPROVE AN AMENDMENT OF THE AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL PARK BY AND BETWEEN CHARLESTON COUNTY, SOUTH CAROLINA AND COLLETON COUNTY, SOUTH CAROLINA, SO AS TO INCLUDE ADDITIONAL PROPERTY IN THE CITY OF CHARLESTON AS PART OF THE JOINT COUNTY INDUSTRIAL PARK.

WHEREAS, Charleston County, South Carolina and Colleton County, South Carolina (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties entered into an Agreement for Development for a Joint County Industrial Park effective as of September 1, 1995 (the "Original Agreement"), to develop jointly an industrial and business park (the "Park"), as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act"); and

WHEREAS, the Original Agreement was substantively amended by (i) that First Modification to Agreement for Development for Joint County Industrial Park, effective December 31, 2006 (the "First Modification"), which First Modification was approved by Charleston County Council Ordinance 1475, adopted December 5, 2006; and by Colleton County Council Ordinance 06-O-20 adopted January 2, 2007, and (ii) the Second Modification to Agreement for Development of Joint Industrial Park, dated as of December 31, 2014 (the "Second Modification"), which Second Modification was approved by Charleston County Council Ordinance 1828, enacted on September 9, 2014, and by Colleton County Ordinance 14-O-13, enacted on December 11, 2014; and

WHEREAS, the Original Agreement, as amended, is referred to herein as the "Agreement," and

WHEREAS, the Agreement contemplates the inclusion and removal of additional parcels within the Park from time to time, and Section 3(B) of the Agreement requires, in the case of inclusion of additional property, “if applicable, written evidence of approval of such enlargement by any municipality in which the property to be added is actually located;” and

WHEREAS, the Counties desire to amend the Agreement to include certain additional parcels in order to fulfil commitments made to companies which are considering expansion or location decisions;

WHEREAS, certain property to be added lies within the City of Charleston, and the City of Charleston desires to evidence its approval of the addition of such property.

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

RESOLVED that the City of Charleston hereby approves expansion of the Park to include that property within the City of Charleston as described on the attached Exhibit A; and be it further

RESOLVED that this Resolution take effect immediately upon approval by City Council.

Done this _____ day of April, 2016

John J. Tecklenburg, Mayor

EXHIBIT A

PROPERTY DESCRIPTION
CHARLESTON COUNTY ADDITIONAL PARCELS

PROPERTY DESCRIPTION FOR EACH PARCEL ADDED TO THE PARK BY THIS AMENDMENT.

Parcels to be Added

Property Description

Binelli

2.153 acres, more or less, on the eastern side of Dobbin Road in the City and County of Charleston as more fully described in the attached Schedule 1. TMS #310-69-00-039

SCHEDULE 1



BP0162213

RMC Bk 0162 Pg 213 : pg 1 *

STATE OF SOUTH CAROLINA)	
)	TITLE TO REAL ESTATE
COUNTY OF CHARLESTON)	

KNOW ALL MEN BY THESE PRESENTS, that Jongil Kim and Jeamsook Kim (hereinafter referred to as "Grantors"), in the State aforesaid, for and in consideration of the sum of FIVE AND NO/100 DOLLARS (\$5.00), to the said Grantors, in hand paid at and before the sealing of these presents by **GIL, LLC, a South Carolina limited liability company**, (hereinafter referred to as "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee, its Successors and Assigns, the following described property:

ALL that certain piece, parcel or tract of land, together with buildings and improvements thereon, situate, lying and being on the Eastern side of Dobbin Road, in the City and County of Charleston, State of South Carolina, containing 2.153 acres, more or less, as shown on that plat entitled "A PLAT SHOWING THE COMBINATION OF A 1.428 ACRE, 0.248 ACRE TRACT AND A 0.477 ACRE TRACT, CHARLESTON COUNTY, SOUTH CAROLINA" made by Southeastern Surveying, Inc., dated June 9, 1997 and recorded in the RMC Office for Charleston County in Plat Book EB at Page 912. Said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

SAID Property is subject to all restrictions and easements of record.

This being the same property conveyed to Grantors herein by deed of Eclipsed Melody, Inc., a Delaware Corporation f/k/a MBT International, Inc., a Delaware Corporation as Successor By Merger to MBT International, Inc., a South Carolina Corporation, dated July 9, 2007 and recorded July 17, 2006 in the RMC Office for Charleston County in Book N-632 at Page 98.

TMS No. 310-69-00-039

Grantee's Address: 10103 Residency Road
Manassas, VA 20110

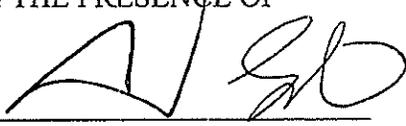
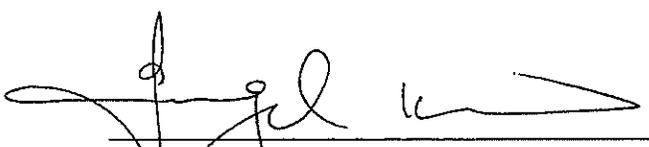
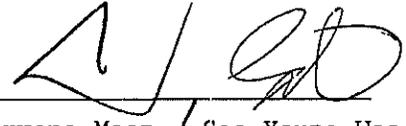
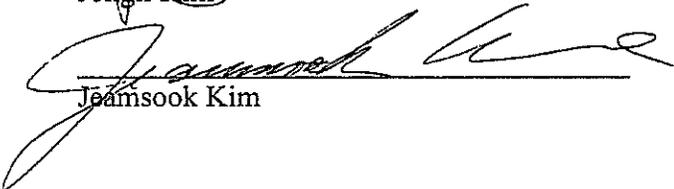
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the said Grantee and Grantee's Successors and Assigns forever.

AND the Grantors do hereby bind themselves and their Heirs and Assigns to warrant and forever defend, all and singular, the said Premises unto the said Grantee and the Grantee's Successors and Assigns, against the Grantors and the Grantors' Heirs and Assigns, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the hands and seals of the Grantors herein on this 13th day of December, 2010.

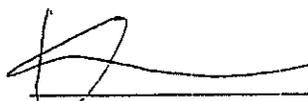
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

	
_____	_____
Ilryong Moon / Sea Young Woo	Jongil Kim
	
_____	_____
Ilryong Moon / Sea Young Woo	Jeamsook Kim

STATE OF VIRGINIA)
)
 COUNTY OF FAIRFAX)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantors sign, seal and as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

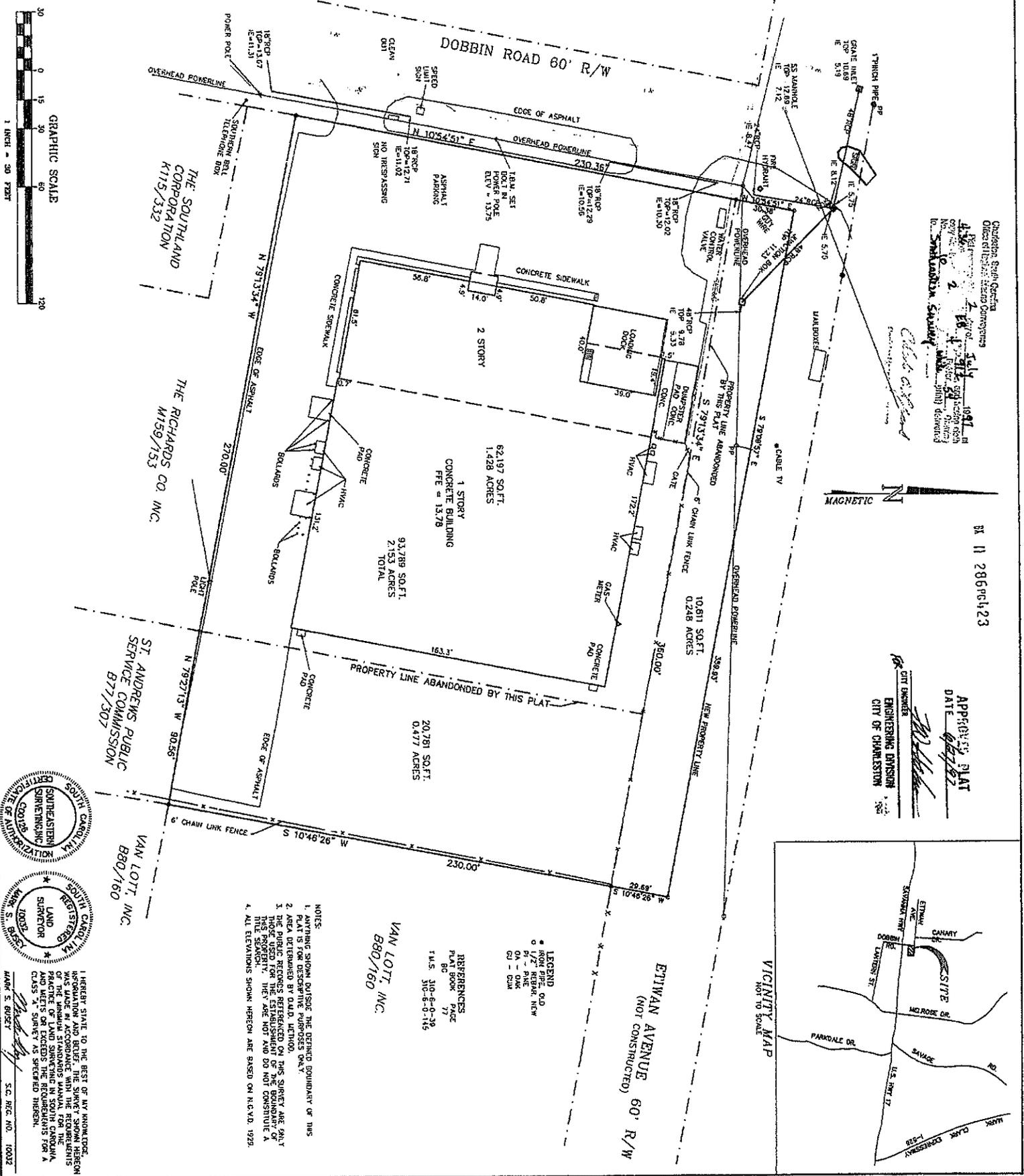
SWORN to before me this 13th day of December, 2010.

 Kyung Im Choi
 Notary Public for Fairfax, Virginia
 My Commission expires: 10/31/2014
 Notary Registration Number: 7009561



 Ilryong Moon
 Kyung Im Choi
 NOTARY PUBLIC
 Commonwealth of Virginia
 My Commission Expires
 October 31, 2014





A PLAT SHOWING THE COMBINATION OF
A 1.428 ACRE TRACT, 0.248 ACRE TRACT AND
A 0.477 ACRE TRACT OF LAND
OWNED BY SHARON H. TOPOREK, AS TRUSTEE
CHARLESTON COUNTY, SOUTH CAROLINA

Southeastern Surveying, Inc.
147 Wappoo Creek Drive - Suite 102
Charleston, South Carolina 29412
(803) 795-9330 FAX: 795-2007

NO.	DATE	DESCRIPTION	BY

DATE: 6-8-97
DRAWN/CAC
CHECK/RSB
JOB: 97048
DWG: 97048.DWG
SHEET: 1 OF 1