

ORDINANCE NO.: 2013-062

Authorizing the City Manager to execute an Easement for Exterior Stairway and Improvements for the Core Campus Amenity Level of the Sumter Street Parking Garage, 1400 Sumter Street, Richland County TMS #09014-08-09, CF #326-06 to Core Campus Columbia I LLC

ORIGINAL
STAMPED IN RED

BE IT ORDAINED by the Mayor and Council this 21st day of May, 2013, that the City Manager is authorized to execute the attached Easement for Exterior Stairway and Improvements for the Core Campus Amenity Level of the Sumter Street Parking Garage, or on a form to be approved by the City Attorney, for construction, maintenance, and use of an exterior stairway as shown on the attached Exhibit "A" Egress Stairs - Hub at Columbia, dated March 18, 2013 prepared for the City of Columbia by Power Engineering Company and being on file in the office of the Department of Utilities and Engineering under City File reference #326-06.

BE IT FURTHER ORDAINED that this ordinance shall not be effective until such time that Core Campus Columbia I LLC either (1) obtains written approval from South Carolina Electric and Gas Company (SCE&G) authorizing an encroachment into the easement heretofore granted to South Carolina Electric and Gas Company (SCE&G) by the City of Columbia, such easement on file with the Richland County Register of Deeds in Deed Book D646 at Page 669, or (2) causes SCE&G to release the portion of its easement referenced herein, on a form to be approved by the City Attorney, and have the release of easement recorded with the Richland County Register of Deeds.

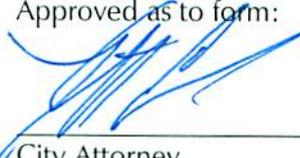
Requested by:


MAYOR

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:


City Clerk

Introduced: 5/7/2013

Final Reading: 5/21/2013

STATE OF SOUTH CAROLINA) EASEMENT
)
COUNTY OF RICHLAND) FOR EXTERIOR STAIRWAY AND IMPROVEMENTS
 FOR THE CORE CAMPUS AMENITY LEVEL ON THE
 SUMTER STREET PARKING GARAGE;
 RICHLAND COUNTY TMS#09014-08-09; CF#326-06

THIS EASEMENT AGREEMENT FOR EXTERIOR STAIRWAY AND IMPROVEMENTS (this "Easement Agreement") is executed this 21st day of May, 2013, ("Effective Date") by the CITY OF COLUMBIA, a political subdivision of the State of South Carolina ("Grantor") to CORE CAMPUS COLUMBIA I LLC, a Delaware limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the Sumter Street Parking Garage located at 1400 Sumter Street (the "Sumter Premises") together with an alleyway with improvements (the "Alleyway") located between Hampton Street and Washington Street, in Columbia, South Carolina, shown and identified on Richland County tax maps as TMS# R09014-08-09; and,

WHEREAS, Grantor and Grantee have entered into that certain License Agreement dated as of December 19, 2012, as amended by that certain Amendment of License Agreement and Memorandum of Lease dated as of March 26, 2013 (hereinafter collectively referred to as the "Lease Agreement"); and,

WHEREAS, the Lease Agreement provides for the lease to Grantee of eighty-two (82) parking spaces on the top level of the of Sumter Premises for the purpose of developing, constructing and placing thereon certain amenities (hereinafter referred to as the "Amenity Level"); and,

WHEREAS, the Amenity Level will require the construction of an exterior stairway and associated landings, sidewalks, and curbs for access, ingress and egress to the Amenity Level; and,

WHEREAS, Grantee has made a request for an easement on and over the Alleyway for the construction, installation and maintenance of an exterior stairway and associated landings, sidewalks, and curbs for access, ingress and egress to the Amenity Level;

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars, each to the other paid, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

GRANT OF EASEMENT

1. Easement for Exterior Stairway and Associated Improvements. Grantor hereby grants bargains, sells and conveys to Grantee, its successors and assigns, for the benefit and use of Grantee, its successors and assigns and their respective tenants, employees, contractors, subcontractors, agents and representatives, subject to the terms of this Agreement, an appurtenant, non-exclusive easement over, across, and in the airspace of that portion of the Alleyway, being 410.36 square feet, as shown on an easement map for Egress Stairs – Hub at Columbia, dated March 18, 2013, prepared for the City of Columbia by Power Engineering Company, being on file in the office of the Department of Utilities and Engineering under City File reference #326-06, and attached hereto as Exhibit A and incorporated herein by reference (the "Easement Area"), for the purpose of constructing, maintaining and operating an exterior stairway and associated improvements for pedestrian ingress, egress and access between the ground level of the Alleyway and the Amenity Level.
2. Construction of Exterior Stairway and Associated Improvements. Grantee shall be responsible for the construction and development of the exterior stairway and associated improvements within the Easement Area.

Such construction and development of the exterior stairway and associated improvements in the Easement Area shall comply with all applicable federal, state, or local laws, codes, rules and regulations and the terms of any permits required for the construction and development of the exterior stairway and associated improvements.

Subject to the terms of the preceding paragraph, Grantee also agrees to perform the following work in the construction, maintenance and development of the exterior stairway and associated improvements within the Easement Area: the existing windows and window frames on the south side of the existing elevator tower are to be removed where they face towards the new stairway. The new stair tower wall will back up to the elevator wall. Waterproofing details will be installed and maintained at the roof and water stop details will be installed and maintained as required to provide a waterproof condition at the existing elevator enclosure and new stair enclosure. An opaque window film will be installed and maintained on the stairwell side of the glass panel at the rear of the south elevator cab. Any failure by Grantee to perform the above-referenced work and/or maintenance shall constitute a breach by Grantee under this Easement Agreement. In the event of a breach of this provision the Grantor may pursue an action for specific performance against the Grantee as its sole remedy. Grantee shall be responsible for all reasonable costs, expenses and attorney's fees incurred by Grantor in the event it becomes necessary for Grantor to pursue an action for specific performance.

3. Maintenance and Repair of Exterior Stairway and Associated Improvements. Grantee acknowledges and agrees that Grantee shall be solely responsible for maintenance and repair of the exterior stairway and the associated improvements within the Easement Area during the Term. Grantor shall not be responsible for maintenance and/or repair of the exterior stairway and associated improvements within the Easement Area.

4. Insurance.

(a) During the Term of this Easement, Grantee shall procure and maintain insurance insuring the City from and against claims for any injuries to persons or damage to the Easement Area which may arise from or in connection with the construction, maintenance, repair, use or failure of the exterior stairway and associated improvements located within the Easement Area or the acts or omissions of the Grantee:

(i) Commercial general liability insurance in an amount not less than Six Hundred Thousand and no/100 Dollars (\$600,000.00) per occurrence combined single limit for bodily injury, personal injury and/or property damage with an aggregate liability of not less than One Million and no/100 Dollars (\$1,000,000.00);

(ii) During the construction and development of the exterior stairway and associated improvements, Grantee shall provide in a separate policy of Owner's and Contractor's Protective Liability Insurance issued in the name of City an amount not less than Six Hundred Thousand and no/100 Dollars (\$600,000.00) per occurrence combined single limit for bodily injury, personal injury and/or property damage with an aggregate liability of not less than One Million and no/100 Dollars (\$1,000,000.00);

(iii) Grantee will cause all contractors or other persons doing work within the Easement Area to comply with the insurance requirements set forth in City Code Sec. 11-71 and to the extent that the insurance requirements set forth in this Agreement are in conflict with or in amounts less than those required by the aforesaid ordinance, the said ordinance shall prevail.

(iv) All insurance shall be primary insurance as respects the City, its officials, and employees. Any insurance or self-insurance maintained by the City, its officials and employees shall be in excess of insurance provided by Licensee and shall not contribute to it.

(b) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits unless thirty (30) days' prior written notice, by certified mail, return receipt requested, has been given to the City. The City may require proof of such insurance coverages at any time during the Term of this Easement.

(c) Grantee shall furnish the City with a certificate showing satisfactory proof of coverage of the insurance required by this Agreement to insure and fully indemnify the City as provided for herein during construction

[GRANTEE SIGNATURE PAGE TO EASEMENT AGREEMENT]

GRANTEE: CORE CAMPUS COLUMBIA I LLC

WITNESSES:

By: DRW Real Estate Management I LLC
Its: Manager

By: _____
Donald R. Wilson, Jr., Manager

STATE OF _____)

ACKNOWLEDGEMENT

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Donald R. Wilson, Jr., the manager of DRW Real Estate Management I LLC, the Manager of Core Campus Columbia I LLC.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____