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ORDINANCE NO.: 2022-047

*Authorizing the City Manager to execute the Second Amendment of License Agreement and Memorandum of Lease between Core SVA Columbia Main and the City of Columbia*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this 7<sup>th</sup> day of June, 2022 that the City Manager is hereby authorized to execute the attached Second Amendment of License Agreement and Memorandum of Lease, or on a form approved by the City Attorney, between Core SVA Columbia Main and the City of Columbia.

Requested by:

ACM Gentry \_\_\_\_\_

\_\_\_\_\_  
Mayor



Approved by:

*Alicia B. Wilson*  
City Manager

Approved as to form:

*[Signature]*  
City Attorney

ATTEST:

*Quita M. Hammond*  
City Clerk

Introduced: 5/17/2022  
Final Reading: 6/7/2022

This Instrument Prepared By and  
Return after Recording to:

Michael S. Roberts  
Roberts McGivney Zagotta LLC  
55 W. Monroe Street, Suite 1700  
Chicago, Illinois 60603

*This space reserved for Recorders' use only.*

**SECOND AMENDMENT OF LICENSE AGREEMENT AND  
MEMORANDUM OF LEASE**

**THIS SECOND AMENDMENT OF LICENSE AGREEMENT AND  
MEMORANDUM OF LEASE** (this "Amendment and Memorandum") dated June 30, 2022  
is made by and among Core Campus Columbia I LLC, a Delaware limited liability company and  
successor by assignment from Core Campus Investment Partners LLC ("Former Lessee"), Core  
SVA Columbia Main, a Delaware limited liability company ("Lessee") and the City of  
Columbia, South Carolina, a body politic of the State of South Carolina ("City").

**RECITALS:**

- A. Core Campus Investment Partners LLC, as Former Lessee's predecessor in interest, and City have entered into that certain License Agreement dated as of December 19, 2012, as amended by that Amendment of License Agreement and Memorandum of Lease by and between Former Lessee and City dated as of March 26, 2013 and recorded in Book 1848, Page 3552 in the Official Public Records of Richland County, South Carolina (collectively, the "License Agreement") to set forth, among other things, the terms and conditions for the licensing and leasing by City for the exclusive right to alter, use and occupy certain parking, amenity and support spaces in the Sumter Street Garage located at 1400 Sumter Street, Columbia, South Carolina, which is legally described on Exhibit A attached hereto and made a part hereto (the "Sumter Premises").
- B. Former Lessee has heretofore conveyed to Lessee its interests in (i) that certain property located at 1426 Main Street, Columbia, South Carolina ("Lessee's Property"), on which Lessee operates a student housing project in excess of 150 bedrooms per acre (the "Project") pursuant to that certain Limited Warranty Deed dated \_\_\_\_\_, 2022 and recorded in Book \_\_\_, Page \_\_\_ in in the Official Public

Records of Richland County, South Carolina (the “Deed”), and (ii) the License Agreement pursuant to an unrecorded assignment and assumption agreement of even date with the Deed.

- C. City, Former Lessee and Lessee desire to commemorate the foregoing transfer of interests in the License Agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Former Lessee, Lessee and City hereby agree to and state the following:

1. City, Former Lessee, and Lessee agree that for all purposes from and after the effective date of the Deed (i) Lessee shall be deemed the lessee under the License Agreement, and (ii) Former Lessee shall be relieved of any liabilities or obligations arising under the License Agreement thereafter.

2. Except as amended herein, all terms of the License Agreement shall remain in full force and effect. This Amendment and Memorandum may be signed in any number of counterparts. Upon delivery to each of the parties hereto, each of the counterparts shall be deemed an original and all of which counterparts together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Former Lessee, Lessee and City have executed this Amendment and Memorandum as of the date first written above.

**FORMER LESSEE**

**CORE CAMPUS COLUMBIA I LLC,**  
a Delaware limited liability company

By: DRW Real Estate Management I LLC, a  
Delaware limited liability company, its  
Manager

By: [Signature]  
Name: DAVID B. NELSON  
Its: VP

STATE OF Illinois )  
COUNTY OF COOK ) SS.

I, Kaitlin Fumarolo, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David Nelson, the VP, of DRW Real Estate Management I LLC, a Delaware limited liability company, the Manager of CORE CAMPUS COLUMBIA I LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Second Amendment of License Agreement and Memorandum of Lease, as such David Nelson appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free voluntary act as such VP and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of APRIL, 2022.

[Signature]  
Notary Public

My Commission Expires:  
1/23/24

[Signatures Continue on Following Page]



**LESSEE**

**CORE SVA COLUMBIA MAIN,**  
a Delaware limited liability company

By: [Signature]

Name: Jason Keith

Its: Managing Director, Asset Management

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, ERYN KURDYS, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JASON KEITH, the ~~AUTHORIZED SIGNATORY~~ of CORE SVA COLUMBIA MAIN, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Second Amendment of License Agreement and Memorandum of Lease, as such JASON KEITH, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free voluntary act as such ~~SIGNATORY~~ <sup>AUTHORIZED SIGNATORY</sup> and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30<sup>TH</sup> day of JUNE, 2022.

[Signature]  
Notary Public

My Commission Expires:

12/08/2025



[Signatures Continue on Following Page]



## EXHIBIT A

### LEGAL DESCRIPTION

That certain multilevel parking garage (less and excluding store, office and restaurant spaces on the ground floor) located on the property described as follows:

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being on the western boundary of Sumter Street, in the City of Columbia, County of Richland, State of South Carolina; being shown and designated as Parcel A, 74,224 Sq. Ft on a Boundary Survey prepared for Palmetto Center Associates entitled Palmetto Center, prepared by Cox and Dinkins, Inc., dated July 14, 1980, and recorded in the Office of the Register of Deeds for Richland County on January 8, 1982, in Plat Book Z, at page 1667. Reference is made to said plat for a more complete and accurate description.

#### LESS AND EXCEPT:

All those, certain three parcels of property and space with improvements thereon situate on the western side of the 1400 block of Sumter Street between Washington and Hampton Streets in the City of Columbia, County of Richland, State of South Carolina, located above a horizontal plane at the elevation of Three Hundred Seven and five tenths feet (307.5') above sea level and below a horizontal plane at the elevation of Three Hundred Twenty-Six and five tenths feet (326.5') above sea level, determined with reference to the bench mark Coast and Goedetic Survey Monument P-2 at the northeast corner of Main and Washington Streets in the City of Columbia on the southwest corner of the Palmetto Building, the elevation of said Monument P-2 being Three Hundred Fourteen and forty-four hundredths (314.44') feet, within and bounded by surfaces formed by projecting vertically upward and downward the boundaries of the parcels of property with dimensions on the surface of the earth are as shown and designated as Areas A, B & C on plat prepared for the City of Columbia by Lott Parrish and Associates, Engineers, dated November 1, 1983, and recorded in the Office of the Register of Deeds for Richland County in Plat Book Z, Page 7564. Reference is made to said plat for surface area meets and bounds.

#### ALSO LESS AND EXCEPT:

All the land, property and space, situate on the east end of the block bounded by Hampton, Sumter, Washington and Main Streets, in the City of Columbia, County of Richland, State of South Carolina, lying above a horizontal plane at elevation Two Hundred Eighty-seven and Seventy-seven hundredths (287.77') feet above mean sea level and below a horizontal plane at elevation Three Hundred Seven and Five-tenths (307.5') feet above mean sea level, determined with reference to the U. S. Coast and Geodetic Survey Monument P-2, mounted vertically in the southwest corner of the Palmetto Building at the intersection of Washington and Main Streets in the City of Columbia, State of South Carolina (the elevation of said monument being Three Hundred Fourteen and Forty-four, hundredths (314.44') feet above mean sea level) within and bounded by the intersection of said horizontal planes with the following perimetric boundaries:

Commencing, as shown on a Boundary and Basement Overlap Diagram dated August 16, 1982, entitled Palmetto Center Parking Facility, and prepared by Stevens & Wilkinson, Inc. at the southeastern corner of the parcel of land shown on said plat, said corner being at the northwesterly corner of the intersection of Sumter and Washington Streets, and running along

Washington Street a total distance of One Hundred Fifteen feet Three and one-half inches (115'3.5") to a point; thence turning and running in a generally north, northwesterly direction for a distance of One Hundred Nine feet Nine inches (109'9") to a point; thence turning and running in a south, southwesterly direction a distance of Forty-five (45') feet to a point; thence turning and running in a north, northwesterly direction for a distance of Fifty-six feet Four Inches (56' 4") to a point; thence turning and running in an east, northeasterly direction a distance of Forty-five (45') feet to a point; thence turning and running in a north, northwesterly direction a distance of Two Hundred Fifty-two feet Eleven inches (252' 11") to the property line separating said tract from Hampton Street; thence turning and running along Hampton Street in an east, northeasterly direction a total distance of One Hundred Fifteen feet Three and one-half inches (115'3.5") to the southwestern corner of the intersection of Hampton and Sumter Streets; thence turning and running along the property line separating said tract from Sumter Street for a total distance of Four Hundred Nineteen (419') feet to the point of commencement, be all measurements a little more or less.