

ORIGINAL  
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ORDINANCE NO.: 2023-130


*Authorizing the City Manager to execute an Assignment and Assumption of Lease and Lessor's Consent between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc. for a portion of real property located within Maxcy Gregg Park*

BE IT ORDAINED by the Mayor and City Council this 5<sup>th</sup> day of December, 2023, that the City Manager is hereby authorized to execute the attached Assignment and Assumption of Lease and Lessor's Consent for a portion of real property located within Maxcy Gregg Park, or in a form to be approved by the City Attorney, between the City of Columbia, Senator Isadore Lourie Center, Inc. and Senior Resources, Inc., for the terms and conditions therein contained.

Requested by:

Assistant City Manager Simons

Approved by:

  
City Manager

Approved as to form:

  
City Attorney

  
Mayor

ATTEST:

  
City Clerk

Introduced: 11/21/2023  
Final Reading: 12/5/2023

## ASSIGNMENT AND ASSUMPTION OF LEASE AND LESSOR'S CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND LESSOR'S CONSENT (this "Assignment") dated June 22, 2023, is made by and among the City of Columbia ("City or Lessor"), the Senator Isadore Lourie Center, Inc. ("Lessee"), and Senior Resources, Inc. ("Assignee"). Lessor, Lessee, and Assignee are each referred to herein individually as a "Party" and collectively, as the "Parties."

WHEREAS, Lessor and Lessee entered into that certain Lease of Real Property dated March 3, 1992 (the "Lease"), for lease of a portion of real property located within Maxcy Gregg Park (the "Premises"), all as more particularly described in the Lease;

WHEREAS, Lessor and Lessee are the sole parties in interest under the Lease;

WHEREAS, the Board of Directors for the Lessee has authorized a Plan of Complete Liquidation and Dissolution pursuant to the Lessee Bylaws and the South Carolina Nonprofit Corporations Act

WHEREAS, pursuant to the Lessee's Plan of Complete Liquidation and Dissolution, the Assignee is to receive all of the Lessee assets, including the Lessee rights under the Lease;

WHEREAS, in accordance therewith, Assignee intends to assume the obligations of Lessee as Lessee under the Lease; and

WHEREAS, Lessor is willing to consent to the assumption by Assignee of such obligations of Lessee under the Lease, upon and subject to the terms and provisions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Lease.

2. Assignment and Assumption. Effective as of the date hereof (the "Effective Date"), Lessee hereby assigns, transfers, conveys and relinquishes to Assignee all of Lessee's right, title, interest and estate, in, to and under the Lease. Assignee hereby accepts Lessee's assignment, transfer, conveyance and relinquishment of Lessee's right, title, interest and estate in and to the Lease. Assignee hereby assumes and agrees to perform all obligations of the Lessee under the Lease to be performed on or after the Effective Date, and to perform and observe the terms, covenants and conditions of the Lease to be done, kept and performed by the Lessee thereunder.

3. Consent to Assignment. In accordance with Section VIII of the Lease, Lessor hereby consents to the assignment, transfer, conveyance and relinquishment of Lessee's right, title, interest and estate in, to and under the Lease to Assignee pursuant to the provisions thereof. By execution hereof, Lessor acknowledges and agrees that Lessee and Assignee have complied with each and every condition necessary and incidental to effecting the transfer of the Lease, and, to the

extent any such conditions have not been satisfied prior to the execution hereof, any and all such conditions are hereby waived by Lessor to the fullest extent permitted by applicable law.

4. Reaffirmation of Lease Terms. Assignee and Lessor agree that the terms, covenants and conditions of the Lease shall remain and continue in full force and effect. If there is any conflict between the terms and provisions of this Assignment and the terms and provisions of the Lease, the terms and provisions of this Assignment shall govern

5. Temporary Suspension of Section IV.C of the Lease. Notwithstanding Section 4 of this Assignment, Lessor hereby acknowledges and agrees that the Assignee will not be required to comply with Section IV.C of the Lease—which requires the Lessee to conduct senior center programs for not less than twenty (20) days per month or Lessee shall be deemed to have ceased operations and the property shall revert back to the Lessor—for a period of one hundred twenty (120) days following the Effective Date. The purpose of this Section 5 is to permit the Assignee to conduct needed remedial repairs on the buildings and improvements located on the leased premises. At the expiration of the one hundred twenty (120) days, Section IV.C shall apply to the Assignee and be in full force and effect unless the period is otherwise extended by the Lessor.

6. Governing Law. This Assignment shall be governed by and construed under the laws of the State of South Carolina without regard to conflicts-of-law principles that would require the application of any other law.

7. Counterparts. This Assignment may be signed in one or more counterparts which, together, shall constitute one agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended except in a written agreement and signed by the parties hereto.

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IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the Parties as of the date set forth above.

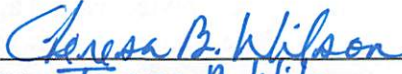
**LESSOR:**

**CITY OF COLUMBIA**

APPROVED AS TO FORM


  
Legal Department City of Columbia, SC

11/10/2023

By:   
Name: Teresa B. Wilson  
Its: City Manager


**LESSEE:**

**SENATOR ISADORE LOURIE CENTER, INC.**

By:   
Name: Sandra Berger  
Its: Chair, Board of Directors

**ASSIGNEE:**

**SENIOR RESOURCES, INC.**

By:  11/1/23  
Name: CHRIS ZECOPOULOS  
Its: CHAIR, BOARD OF DIRECTORS