

ORIGINAL

ORDINANCE NO.: 2025-056

Authorizing the City Manager to execute a License Agreement between M.B. Kahn and the City of Columbia for a laydown area at the corner of Drayton Street and North Main Street for Palmetto Citizens Headquarters

BE IT ORDAINED by the Mayor and City Council this 5th day of August, 2025, that the City Manager is hereby authorized to execute the attached License Agreement, or on a form approved by the City Attorney, between M.B. Kahn and the City of Columbia for a laydown area at the corner of Drayton Street and North Main Street for Palmetto Citizens Headquarters, as outlined in the attached License Agreement, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Shealy

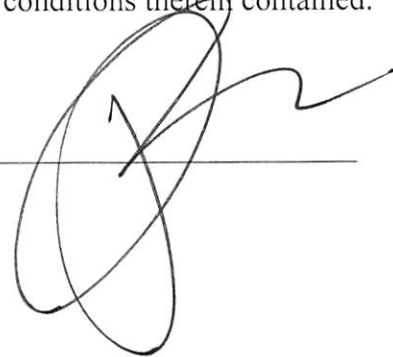
Approved by:

Cherese B. Wilson
City Manager

Approved as to form:

[Signature]
City Attorney

Mayor



ATTEST:

Tika D. Hammond
City Clerk

Introduced: 07/15/2025
Final Reading: 08/05/2025

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LICENSE AGREEMENT

This agreement is made and entered into this 12 day of AUGUST, 2025, by and between M.B. Kahn, general contractor ("Licensee"), and the City of Columbia, South Carolina, a municipality organized and existing under the laws of the State of South Carolina ("Licensor").

1. The Licensor grants to the Licensee a license to occupy and use, subject to the terms and conditions of this agreement, the premises reflected on the map in Exhibit A attached hereto ("Premises").

2. The Licensee may use the property as identified in Exhibit A for a laydown area for Palmetto Citizens Headquarters and for incidental purposes related to such use. Such use is specific to Palmetto Citizens Headquarters and does not allow Licensee to permit or facilitate any other activities on premises or any parties outside of those individuals working on behalf of the Licensee on this project to be on the premises. The laydown area shall be contained within a defined boundary delineated by construction fencing or other such barriers to prevent access to the materials or equipment stored within the laydown area, the cost of such barrier is the responsibility of the Licensee. Licensee shall not use or access any other portion of the site except those portions required for ingress/egress. Such footprint shall accommodate public safety vehicles to include large fire ladder trucks to traverse the entire perimeter of the site at all times without obstacles in the path.

The Licensee agrees to utilize the Drayton Street access point for normal construction activities.

Such use is permitted from August 14, 2025 through August 13, 2026 with the provision that the Licensee will vacate the property within 30 days of written notice to do so., even if that notice occurs prior to April 19, 2026. Licensor agrees that such notice will not be given on or before February 19, 2026 and will only be given if such use of the premises negatively impacts the proposed development project for the site or another use deemed critical by the Owner or Developer.

3. The Licensee shall pay a fee of Fifteen Hundred Dollars (\$1,500.00) to the Licensor for this License monthly.

4. Appropriate security of the laydown area shall be the Licensee's responsibility. The Premises shall be used for the purpose set above, and for no other purpose. The Licensee shall return the premises to the same of better condition at the beginning of the license.

5. An 8" sanitary sewer line (facility ID 15482MH_15480MH) and a sanitary sewer manhole (facility ID 15482MH) exists within the footprint of the laydown area.

The Licensee shall not store heavy material along the sewer alignment and must allow access to the City upon request.

6. Licensee shall ensure all gates are properly secured and locked after each visit to the site and shall not leave gates opened or unlocked at any time not on site, even if working in close proximity.

7. The Licensee shall obtain a comprehensive general liability insurance policy in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall name the Licensee (City of Columbia) as an additional insured. The Licensee shall provide the Licensor with a copy of the Certificate of Insurance.

In the event that the Premises, or any portion thereof, is damaged or destroyed by fire, flood or any other cause as to prevent the use of the Premises during the times specified hereunder, then this License shall terminate.

8. The Licensee shall not assign its rights under this License, nor shall the Licensee sublicense its interest in the Premises to any third party, without the prior written consent of the Licensor.

9. No waiver of any provision of this License shall be effective unless stated in writing and signed by the Licensor and the Licensee.

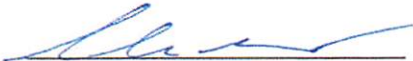
10. This License shall not operate or be construed to create a relationship of landlord and tenant between the Licensor and the Licensee under any circumstances whatsoever.

11. This License constitutes the entire and complete agreement between the parties, unless modified by a further agreement in writing executed by the Licensor and the Licensee.

12. This License agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

IN TESTIMONY WHEREOF the hands and seals of the parties are affixed hereto.

PRECISION WALLS INC



Date: 8/12/25

CITY OF COLUMBIA



Teresa Wilson
City Manager

Date: 8/14/2025

APPROVED AS TO FORM

Legal Department City of Columbia, SC

5/23/2025

EXHIBIT A laydown area

