

ORIGINAL

RESOLUTION NO.: R-2024-092

Authorizing the City Manager to execute a License Agreement between the City of Columbia and SC State Federal Credit Union for a portion of the property identified as Richland County TMS #R08911-01-11 and TMS# 08911-01-12 and needed in support of the Williams Street Extension Project

WHEREAS, the City of Columbia (the “City”) and SC State Federal Credit Union (“SCU”) has reached an agreement for the SCU property needed in support of the Williams Street Extension; and

WHEREAS, SCU has agreed to donate the property needed prior to construction proceeding for the Williams Street Extension Project; and

WHEREAS, SCU has agreed to allow the City the right and privilege to enter upon the Premises in order to collaborate for the design, construction, and inspection of the Williams Street Extension Project; NOW, THEREFORE,

BE IT RESOLVED this 17th day of December, 2024, by the Mayor and City Council of the City of Columbia that the City Manager is hereby authorized to execute the attached License Agreement for a portion of the right of way area on the parcels of R08911-01-11 and 08911-01-12.

Requested by:

Assistant City Manager Gentry

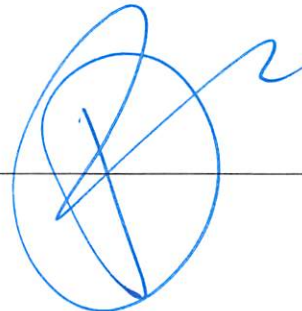
Approved by:

Cheresa B. Wilson
City Manager

Approved as to form:

[Signature]
City Attorney

Mayor



ATTEST:

Erika D. Hammond
City Clerk

Introduced: 12/17/2024
Final Reading: 12/17/2024

STATE OF SOUTH CAROLINA)
) **License Agreement**
COUNTY OF RICHLAND)

THIS License Agreement (the "License") is made and entered into this ____ day of _____, 2024, by and between **SC STATE FEDERAL CREDIT UNION**, a South Carolina federal credit union ("SCU"), and **THE CITY OF COLUMBIA**, a municipal corporation (the "City").

WITNESSETH:

WHEREAS, the property bounded by Gervais Street, Blossom St, Huger Street and the Congaree River remains largely undeveloped and offers significant opportunity for public private partnerships; and,

WHEREAS, the private parcel owned by the Guignard family has been preserved by John Gabriel Guignard's descendants, pending implementation of a vision for the property that includes both public and private development of significant impact; and,

WHEREAS, a mixed-use, walkable urban development is planned to include retail, residential and commercial space, helping to create the live, work, play and learn environment that will assist in serving as a magnet to attract the brightest researchers and world-class research companies to Columbia and the region, as well as helping to grow companies and create knowledge-based jobs and opportunities within the region.

WHEREAS, the vision for this property includes a waterfront park of significant magnitude along the Congaree River that will be one of the "Crown Jewels" of Columbia; and,

WHEREAS, in addition to the park, the vision for the property bounded by Huger St, Gervais St, Blossom St and the river includes public roadways and private development; and,

WHEREAS, the City of Columbia and Guignard Associates have partnered to complete the Williams Street extension project via entering a license agreement via Resolution 2023-025 in March 2023; and,

WHEREAS, the construction plans for the Williams Street Extension Project should be finalized in the spring of 2025; and,

WHEREAS, construction of the Williams Street Extension Project is expected to begin in the fall of 2025, and,

WHEREAS, approximately 0.52 acres of property owned by SCU is included as part of the proposed right of way for the Williams Street Extension Project; and

WHEREAS, the SCU has agreed to provide the property to the City of Columbia to support the roadway project; and,

WHEREAS, the City has agreed that any modifications needed to the parking lot to the rear of the property in order to allow it's continued use for storage of vehicles once the Williams Street Extension Project proceeds forward will be incorporated into the Williams Street Extension project scope and budget; and,

WHEREAS, the City has also agreed that for a period of up to ten years or until the property is sold by the SC Credit Union, whichever date occurs first, the City will rebate the City portion of the property taxes associated with the parcels impacted by the Williams Street Extension Project; and,

WHEREAS, the rebate of the City portion of the property taxes is subject to annual appropriations; and,

WHEREAS, those parcels include TMS 08911-01-11 and TMS 08911-01-12; and,

WHEREAS, SCU shall submit proof of paid taxes to the City each year in order to receive the rebate; and,

WHEREAS, the City agrees to provide the rebate to SCU within 60 days of receiving proof of payment; and,

WHEREAS, the exact property to be deeded via fee simple title will be defined once the design of the project is complete; and,

WHEREAS, the SCU commits to making the land donation within 45 days once the meets and bounds are finalized; and,

WHEREAS, SCU has therefore agreed to allow the City (and its managers, agents, representatives, employees, guests, invitees, contractors, and subcontractors) and Foundation the right and privilege to enter upon the Premises (as hereinafter defined) upon the terms and conditions specifically set forth in this Agreement in order to collaborate for the design, construction and inspection of the Williams Street Extension Project; and,

NOW, THEREFORE, in consideration of the sums as set forth herein and for the mutual covenants included herein, the parties hereto agree as follows:

1. **Description of Land Donation to support Columbia Riverfront Gateway Project.** The Premises which is the subject of this Agreement is described as that certain portion of the Property located in Columbia, South Carolina that is the approximate location shown in Exhibit A that facilitates the Williams St Extension Project to include but not limited to a roadway and associated public assets.

2. **Use of Licensed Premises.** Upon complete execution of this Agreement, the City, (its managers, agents, representatives, employees, guests, invitees, contractors, and subcontractors) shall have the right and privilege to enter the Premises for the sole purpose of working with on the design of the Williams Street Extension Project.

3. **Conditions.**

a. No use shall be made of the Premises other than for the purpose provided in Section Two (2) herein.

4. **Assignment.** This License is not in any manner assignable or transferable by the City . The rights, privileges, duties and obligations extended to or assumed by the City are personal to the City (its managers, agents, representatives, employees, guests, invitees, contractors, and subcontractors).

5. **Notices.** It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder, or for all purposes of bill, process, correspondence, or any other legal purposes whatsoever, shall be deemed sufficient, if given by communication in writing by United States mail, postage prepaid and certified, and addressed as follows:

To SC Credit Union at the following address:

Jim Kinard, President, CEO
State Credit Union
800 Huger Street
Columbia, SC 29201

To the City at the following address:

Teresa Wilson, City Manager
City of Columbia
PO Box 147
Columbia SC 29217

With a copy to

Jeff Palen
Assistant City Manager
City of Columbia
PO Box 147
Columbia SC 29217

and

Clint Shealy
Assistant City Manager
City of Columbia
PO Box 147
Columbia SC 29217

The City and the SC Credit Union will give timely notice of address changes utilizing the procedures outlined above.

6. **Additional Provisions.**

- a. The parties hereto agree and acknowledge that the Agreement is for the design and construction of the Columbia Riverfront Gateway Project and is to be utilized in such a way that limits access or damage to any portion of the property and surrounding areas.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW

Exhibits Included:

Exhibit A: Easement Documents

Exhibit B: Williams Street Extension Project Conceptual Layout

**SIGNATURE PAGE TO AGREEMENT BY AND BETWEEN GUIGNARD ASSOCIATES LLC AND
THE CITY OF COLUMBIA**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
the day and year first above written.

SC Credit Union

By:
Its:

By:
Its:

**SIGNATURE PAGE TO LICENSE AGREEMENT BY AND BETWEEN GUIGNARD ASSOCIATES
LLC AND THE CITY OF COLUMBIA**

City of Columbia

Luanne Sumner

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

Rick D. Hammond

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
11/27/2024

EXHIBIT B
 Conceptual Layout of the Columbia Riverfront Gateway Project

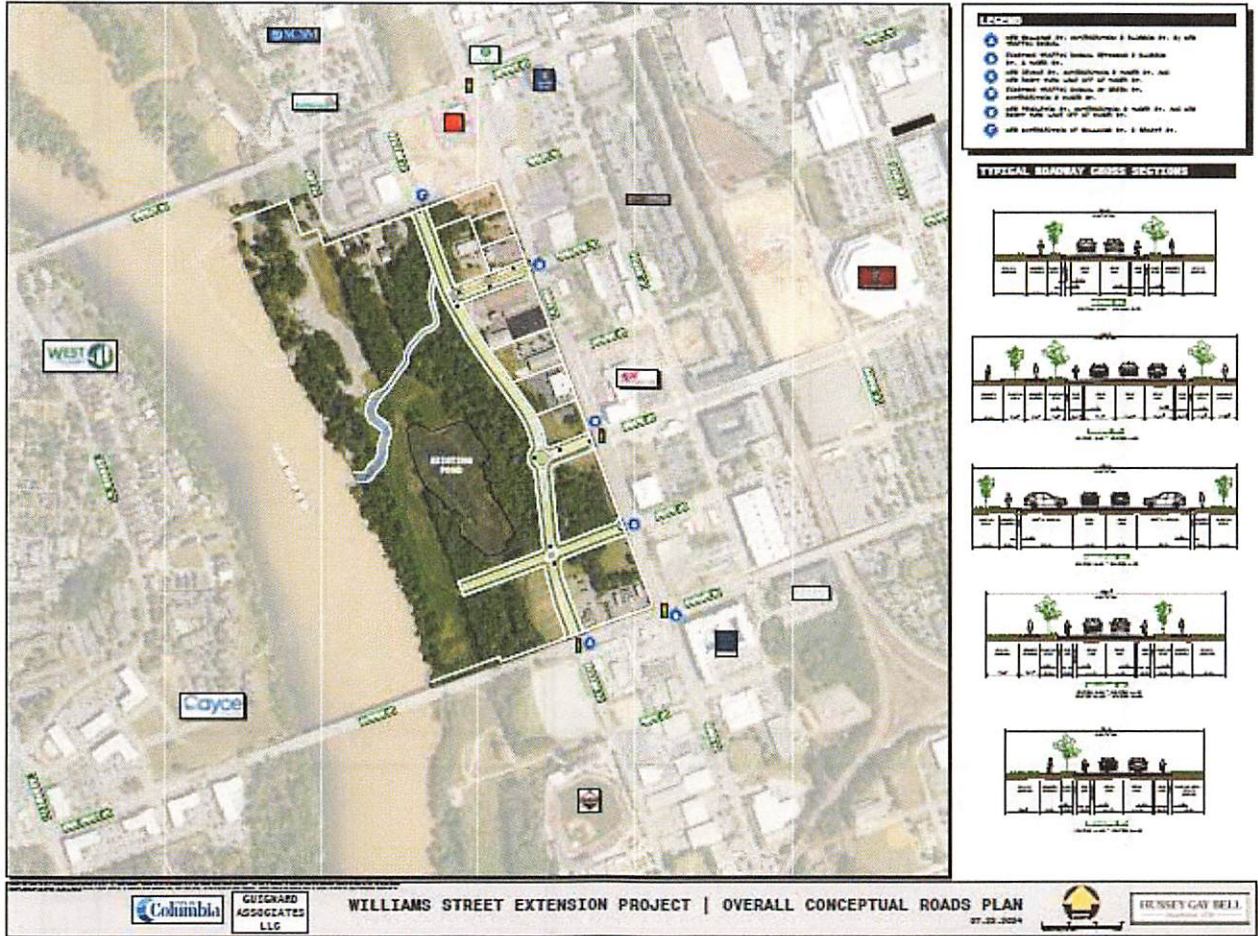


EXHIBIT A
SC Credit Union Property Exhibit

