

ORDINANCE NO.: 2019-058

ORIGINAL
STAMPED IN RED

*Authorizing the City Manager to execute Lease Agreement between the
City of Columbia and 1233 Washington Street, LLC*

BE IT ORDAINED by the Mayor and City Council this 6th day of August, 2019, that the City Manager is authorized to execute the attached Lease Agreement, or on a form approved by the City Attorney, between the City of Columbia and 1233 Washington Street, LLC for the lease of a portion of those parcels known as Richland County TMS #09014-08-09 and #09013-02-18 in Columbia, County of Richland, State of South Carolina, consisting of a portion of the alleyway for the sum of Nine Hundred Thirty-six and No/100 (\$936.00) Dollars per year.

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:




City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 7/16/2019
Final Reading: 8/6/2019

insurance on the property which shall include general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an additional insured, be provided to and filed annually with the City Clerk.

7. **Termination.** This Lease will remain in full force and effect provided Lessee remains in compliance with the terms of this Lease. Should Lessee fail to comply with the terms of the Lease, this Lease shall be terminated and will be rendered null and void if the nonconformity is not cured within sixty (60) days from notice as provided herein. Improvements made to the Premises during any Term of this Lease shall be removed by Lessee within 30 days of termination or shall become the property of the Lessor in the City's sole discretion and Lessee shall return the site to a usable condition to the satisfaction of the City Manager upon conclusion of this Lease.

8. **Quiet Enjoyment.** Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy said premises for and during the lease term subject to any State or Federal regulatory provisions, condemnation actions or other such actions taken by authorities with superior claims.

9. **Notices.** Any notice, demand and/or request which under the terms of this lease or under any statute must or may be given or made by either of the parties to the other party shall be in writing and shall be given by registered or certified mail with return receipt requested, addressed to the party as follows:

Lessor:
City of Columbia
Attn.: City Manager
P. O. Box 147
Columbia, SC 29202

Lessee:
1233 Washington St
328 West Main Street
Lexington, SC 29072

Either party may designate a different address for receipt of notices by written notification to the other party. Any notice under this lease shall be deemed to have been given at the time it is placed in the mail with sufficient postage prepaid.

10. **Utilities.** Lessee shall at his expense provide for the protection or relocation of all utilities that might be within this area to the satisfaction of the City Manager.


11. **Waiver.** No waiver of any provision of this Lease shall be effective unless stated in writing and signed by the Lessor and the Lessee.

12. **Entire Agreement.** This Lease constitutes the entire and complete agreement between the parties, unless modified by a further agreement in writing executed by the Lessor and the Lessee.

13. **Choice of Law.** This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.


14. **Generator Usage.** Lessee shall test the generator according to NFPA 101 (latest edition) and NFPA 110 (latest edition) standards at an interval in accordance with the manufacturers recommendations. The generator testing shall only occur between the hours of 9:00a.m. and 5:00p.m eastern time. A report of generator maintenance activities and repairs shall be filed with the Building Official for the City of Columbia on an annual basis beginning twelve months after the execution of this Lease.

WITNESSES:




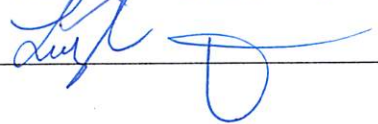
Dillon Furtick

1233 WASHINGTON STREET LLC


By: 

Print Name: AJAY CHAMPAKERI
Its: MEMBER
Date: 08/23/19





CITY OF COLUMBIA

By: 

Teresa B. Wilson
Its: City Manager
Date: 8/9/2019

APPROVED AS TO FORM


Legal Department City of Columbia, SC