ORDINANCE NO.: 2019-058

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:	AD.
Assistant City Manager Gentry	Mayor
Approved by:	Wayor
City Manager	
Approved as to form:	ATTEST:
	Gika. Moon
City Attorney	City Clerk

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

STATE OF SOUTH CAROLINA)	
)	LEASE AGREEMENT
COUNTY OF RICHLAND)	(Ordinance No.: 2019-058)

This Lease Agreement ("Lease" or "Agreement") which shall be effective on the date last signed by either party ("Effective Date,") by and between the City of Columbia, South Carolina, a municipality organized and existing under the laws of the State of South Carolina ("Lessor") and 1233 Washington Street LLC ("Lessee".)

In consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Lessor hereby demises and rents to Lessee and Lessee hereby leases the premises described below upon the terms, covenants and conditions hereinafter contained.

- l. <u>Leased Premises</u>. The Lessor grants to the Lessee the right to occupy and use, subject to the terms and conditions of this agreement, the premises shaded in red in Exhibit 1 attached hereto ("Premises"), 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 shown on the City Right-of-Way Encroachment Plan prepared by HB Engineering and dated September 26, 2018, on file with the City of Columbia Planning and Development Services Department.
- 2. <u>Term.</u> The Term ("Term") of this Lease shall be from the Effective Date through December 31, 2038, with the option to renew for three (3) additional ten-(10) year terms should the parties agree in writing.
- 3. **Rent.** The rent payable under this Lease shall be Nine Hundred Thirty-six and No/100 (\$936.00) Dollars per year, which is the equivalent of one leased parking space at that location.
- 4. <u>Improvements and Maintenance</u>. The Lessee, at its own expense and not that of the Lessor, may construct, affix or cause to be affixed a power generator that serves the property at TMS #R09013-02-18 but shall be located adjacent to that parcel on the City's parcel TMS #09014-08-09 ("Improvements"). The generator shall be fully enclosed and secured to prohibit unauthorized entry. Lessee shall also be responsible for maintenance of the grounds of the Premises upon which the generator is located. Lessee shall keep the premises in a neat, clean and sanitary condition, free from waste and debris. Lessee agrees to comply with Lessor's Code of Laws as may, from time to time, be amended for any such improvements or maintenance.
- 5. <u>Assignment and subletting.</u> The Lessee shall not assign its rights under this Lease, nor shall the Lessee sublicense its interest in the Premises to any third party, without the prior written consent of the Lessor.
- 6. <u>Taxes and Insurance.</u> Lessee shall pay all real property taxes, if any, associated with the property without contribution from the Lessor. Lessee shall provide

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. <u>Termination</u>. 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. <u>Quiet Enjoyment</u>. 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. <u>Utilities.</u> 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. <u>Waiver.</u> 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. <u>Choice of Law.</u> This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

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14. <u>Generator Usage</u>. 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:

1233 WASHINGTON STREET LLC

By:

Print Name: AJAY CHAMPANER

Its: Mcm364

Date: 03/23/19

CITY OF COLUMBIA

By:

Teresa B. Wilson

Its: City Manager

Date: 8/9/20/9

APPROVED AS TO FORM

Legal Department City of Columbia, SC