

RESOLUTION NO.: R-2020-053

Authorizing the City Manager to execute a First Amendment to Ground Lease Agreement between the City of Columbia and ASH Bickley Road, LLC

ORIGINAL
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 12th day of May, 2020, that the City Manager is hereby authorized to execute the attached First Amendment to Ground Lease Agreement, or on a form approved by the City Attorney, to amend the paragraph 5 as follows:

Paragraph 5, entitled PARKING LOT IMPROVEMENTS, is modified to allow Landlord to perform a portion of the work at an agreed upon cost of doing so. The City will perform all work necessary to prepare the property for the concrete course and the Landlord will proceed with work associated with the concrete course, the estimated value of which is based on 200 CY of concrete at a cost of \$105,000. The City agrees to pay the Landlord the sum of \$105,000 upon completion of such work to include a minimum of 6" concrete pour with heavy duty mesh wire. Such payment will occur within 30 days of the Landlord's notice of completion of the work.

The remainder of the original Ground Lease Agreement shall remain in full force and effect.


Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



City Manager

Approved as to form:

T. A. Knox

City Attorney

ATTEST:



City Clerk

Introduced: 5/12/2020
Final Reading: 5/12/2020

STATE OF SOUTH CAROLINA)
) FIRST AMENDMENT TO GROUND LEASE AGREEMENT
COUNTY OF RICHLAND)

This First Amendment to Ground Lease Agreement ("Amendment") is made between ASH Bickley Road, LLC ("Landlord") and the City of Columbia ("Tenant"); and,

WHEREAS, by Resolution No.: R-2015-100 approved by City Council on October 20, 2015 the City and Landlord entered into a Ground Lease Agreement effective as of November 3, 2015; and,

WHEREAS, Landlord and Tenant have agreed to a final design of the improvements to be made and the Landlord has agreed to provide approval of those planned improvements referenced in paragraph 5 of the original lease agreement, and;

WHEREAS, the Landlord desires to perform the concrete course work for the project; NOW, THEREFORE,

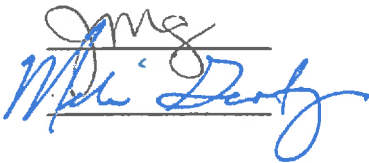
IT IS HEREBY AGREED, for and in consideration which is hereby acknowledged, the Agreement is amended as follows:

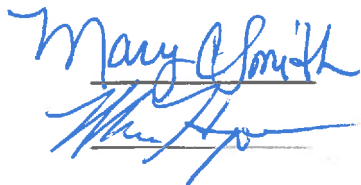
Paragraph 5, entitled PARKING LOT IMPROVEMENTS, is modified to allow Landlord to perform a portion of the work at an agreed upon cost of doing so. The City will perform all work necessary to prepare the property for the concrete course and the Landlord will proceed with work associated with the concrete course, the estimated value of which is based on 200 CY of concrete at a cost of \$105,000. The City agrees to pay the Landlord the sum of \$105,000 upon completion of such work to include a minimum of 6" concrete pour with heavy duty mesh wire. Such payment will occur within 30 days of the Landlord's notice of completion of the work.

Except as modified and amended hereby, all the terms, covenants and conditions of said Agreement for lease of the property shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Amendment. In the event that the language of the Agreement or a prior Amendment is contrary to the language of this Amendment, the language of this Amendment shall control regarding that provision.


IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement for Program Services to be executed and effective as of the date of the last signature hereinbelow.

WITNESSES:



Mike Deady


Mary C. Smith

City of Columbia

By: 
Teresa B. Wilson
Its: City Manager
Date: 5/12/2020

ASH Bickley Road, LLC

By: 
A. S. Harpe, II
Its: Sole Manager
Date: 5/15/20

APPROVED AS TO FORM


Legal Department City of Columbia, SC