

**RESOLUTION NO.: R-2021-040**

*Authorizing the City Manager to execute a Ground Lease between the City of Columbia and Hampton Park Associates for the lease of 1427 Park Street and 1429 Park Street, Richland County TMS# 09013-02-08A and 09013-02-08B for use as a public parking lot*

BE IT RESOLVED by the Mayor and City Council this 4th day of May, 2021, that the City Manager is hereby authorized to execute the attached Ground Lease and any documents necessary and approved by the City Attorney, between the City of Columbia and Hampton Park Associates for the lease of 1427 Park Street and 1429 Park Street, Richland County TMS #09013-02-08A and 09013-02-08B for use as a public parking lot.

*(Funding Source: 5312413/636300)*

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:

*Jenna B. Wilton*  
City Manager

Approved as to form:

*[Signature]*  
City Attorney

ATTEST:

*Erika D. M. Hammond*  
City Clerk

Introduced: 5/4/2021

Final Reading: 5/4/2021

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**GROUND LEASE**  
**(Resolution No.: R-2021-040)**

THIS LEASE is made and entered into by Hampton Park Associates ("HPA"), herein referred to as Lessor, and the City of Columbia ("City"), herein referred to as Lessee.

WHEREAS, the Lessor owns and controls the premises located at 1427 and 1429 Park Street, known as Richland County TMS# 09013-02-08A and 09013-02-08B. As used herein, the term premises refers to the real property above described and to any improvements located thereon from time to time. The premises includes in excess of one hundred (100) parking spaces located on the premises of 1427 and 1429 Park Street with access on Park Street and Hampton Street; and,

WHEREAS, the Lessor wishes to lease to the Lessee the entire parcel for the purpose of facilitating public parking on the premises; and,

WHEREAS, the Lessee wishes to enter into this Lease for the purpose of managing and maintaining in excess of one hundred (100) parking spaces on these premises for the use of the general public, with the income derived therefrom to be retained by the Lessee; and,

WHEREAS, the Lessee acknowledges the Lessor is currently negotiating with a developer for the use of a portion of the property that was previously utilized for private parking and is doing so with the involvement and acknowledgement of the Lessor, as any such agreed upon lease will be assumed by the Lessee. Any such agreement may include the removal of the existing building on premises, at the cost of the developer.

NOW, THEREFORE, for and in consideration of these premises and the mutual promises to each other, HPA and the City agree as follows:

1. Lessor leases to Lessee the shaded area illustrated on Exhibit "A" for the purpose of marking and maintaining in excess of one hundred parking spaces, as may be laid out by Lessee, on that portion of the premises. As seen on the Exhibit, there is a currently a building facility on premises that may be removed during the term of the lease.

2. Parking Lot Management and Maintenance. This Lease shall include the right to control the use of the lot for public parking, including the right to place parking lot control equipment and security devices as needed, and to remove, replace, or otherwise maintain said equipment for the duration of this Lease. Any control equipment so placed shall be removed from the premises prior to the end of the current term and shall remain at all times the property of the Lessee. The Lessee shall also have the right to maintain at its own expense the parking surface, as needed.

3. Use. Lessor agrees that the premises shall be used as parking for the benefit of the general public and any income derived therefrom shall remain with the Lessee.

4. Term and Renewal. The initial term of this Lease shall be for five (5) years, commencing on May 1, 2021 and ending on April 30, 2026. At the end of the term, the Lessee will have one 5-year extension at a rate to be negotiated.

5. Rent. The monthly rent shall be Six Thousand and no/100 (\$6,000.00) Dollars to be paid on the same day as this Lease is signed and thereafter annually until the Lease is terminated. In addition, Lessee shall pay any property taxes associated with the premises during the term of this Lease.

6. Warranties of Title and Delivery of Possession. Lessor covenants that Lessor is seized of the demised premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the leased parking spaces during the term hereof. If Lessor, for any reason whatsoever cannot provide the spaces to Lessee at the commencement of the lease term, as hereinbefore specified, this Lease shall be void and Lessor shall not be liable to Lessee for any loss or damage resulting there from.

7. Prohibited Uses. Lessee and Lessor shall not use, or permit the parking spaces, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the demised spaces are hereby leased. The Lessee shall enforce the City's parking ordinances and regulations with respect to the premises herein at Lessee's sole discretion.

8. Lessee's Lease Hold Interest. Lessee may not encumber by mortgage or deed of trust, or other interest, its leasehold interest and estate in the demised parking spaces without the prior written consent of the Lessor.

9. Subletting and Assignment. Lessee may not assign, sublet or transfer this Lease in whole or in part, without the prior written consent of the Lessor. Any such attempt to assign, sublet or transfer this Lease in whole or in part, shall, at the option of the Lessor, terminate the Lease.

10. Right of First Refusal. If the Lessor elects to sell a controlling interest in the property to an unrelated third party during the duration of this Lease, the Lessee has the first right of refusal to purchase. Within ten (10) days after acceptance of a binding contract for sale of the property, Lessor shall provide notice of the contract to Lessee, which shall have thirty (30) days thereafter to exercise its right of first refusal to purchase the property on the same terms as those set forth in the contract for sale, with closing to take place within sixty (60) days thereafter.

11. Notices. All notices, demands, or other writings in this Lease provided to be given, made or sent, or which may be given, made or sent, by either party hereto, shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

To Lessor:

Hampton Park Associates  
c/o Executive Management and Leasing, Inc.  
Attention: David Loy  
P.O. Box 1239  
Columbia, SC 29202

To Lessee:

City of Columbia  
Attention: City Manager  
1737 Main Street (P.O. Box 147)  
Columbia, SC 29201 (29217)

The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

12. Notice of Default and Waiver. Lessee shall not be deemed to be in default hereunder unless Lessor shall first give to Lessee thirty (30) days written notice of such default, and Lessee fails to cure such default within such thirty-day period, or, if the default is of such a nature that it cannot be cured within thirty days, Lessee fails to commence to cure such default within such period of thirty days, or fails thereafter to proceed with all possible diligence. The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term,

covenant, or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

13. Entire Agreement. The parties acknowledge and agree that this ground Lease along with Exhibit "A" constitute the entire agreement of the parties with respect to the premises, and supersede any and all other prior or contemporaneous oral or written agreements, side letters, course of dealings or other deviations from the terms and conditions set forth herein and any and all such deviations are hereby declared null and void without any further force and effect.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed and effective as of the date of the last signature hereinbelow.

WITNESSES:



HAMPTON PARK ASSOCIATES

BY:   
David M. Loy  
ITS: Agent <sup>R</sup>

DATE: 5-6-2021

CITY OF COLUMBIA

BY: \_\_\_\_\_  
Teresa B. Wilson  
ITS: City Manager

DATE: \_\_\_\_\_

**APPROVED AS TO FORM**

*Dana M. Thye*

\_\_\_\_\_  
Legal Department City of Columbia, SC  
Date: 4/27/2021

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HAMPTON PARK ASSOCIATES

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BY: \_\_\_\_\_

David M. Loy

ITS: Agent

DATE: \_\_\_\_\_

CITY OF COLUMBIA

*Erika D. M. Hammond*

\_\_\_\_\_

BY: *Teresa B. Wilson*

Teresa B. Wilson

ITS: City Manager

5/11/2021 | 1:48:42 PM EDT

DATE: \_\_\_\_\_

**APPROVED AS TO FORM**

*Dana M. Thye*

\_\_\_\_\_  
Legal Department City of Columbia, SC

Date: 4/27/2021

EXHIBIT A

