

ORIGINAL
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RESOLUTION NO.: R-2021-051

Authorizing the City Manager to execute a Ground Lease between the City of Columbia and Tomorrow's LLC for the lease of 721 Saluda Avenue, Richland County TMS #11308-08-06 use as a public parking lot

BE IT RESOLVED by the Mayor and City Council this 18th 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 Tomorrow's LLC for the lease of 721 Santee Avenue, Richland County TMS #11308-08-06 for use as a public parking lot.

(Funding Source: 5312413/636300)

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



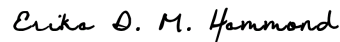
City Manager

Approved as to form:

ATTEST:



City Attorney



City Clerk

Introduced: 5/18/2021

Final Reading: 5/18/2021

STATE OF SOUTH CAROLINA)	
)	GROUND LEASE
)	(Resolution No.: R-2021-051)
COUNTY OF RICHLAND)	

THIS GROUND LEASE is made and entered into by Tomorrow's LLC, 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 721 Santee Avenue; TMS# 11308-08 & P10 Parcel B-1B. 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 approximately thirty-four (34) parking spaces located on the premises of 721 Santee Avenue with access on Devine Street and Santee Avenue; 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 approximately (34) parking spaces on these premises for the use of the general public, with the income derived therefrom to be retained by the Lessee; and,

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

1. Description. Lessor leases to Lessee the shaded area illustrated on Exhibit "A" for the purpose of marking and maintaining (34) parking spaces on that portion of the premises.
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 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.
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. Lessor will be given full rights to utilize the entire surface lot for the 2022 Five Points St. Patrick's Event.; one day before, day of event and one day after for cleanup.
4. Term and Renewal. The initial term of this lease shall be for twelve (12) months, commencing on the date listed above. At the end of this short-term lease, this lease may renew annually by written agreement or unless written notice is provided to the other party of the intention to terminate the lease as provided for herein. As used herein the expression "term hereof refers to such initial term and to a renewal thereof as hereinafter provided.
5. Rent. The annual rent shall be Six Thousand One Hundred Seven and no/100 (\$6,107.00) Dollars to be paid monthly at Five Hundred Nine and No/100 (\$509.00) Dollars on the same day as this Lease is signed and thereafter annually until the Lease is terminated.
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. 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:
Dominic Como
Tomorrow's, LLC
PO Box 2238
West Columbia, SC 29171

To Lessee:
City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217
With a copy to:
Parking Services
City of Columbia
P.O. Box 147
Columbia, SC 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.

11. Termination. Either party may terminate this Lease for any reason and at any time provided sixty (60) days written notice is given to the other party. The Lessee shall continue to collect any income derived from the parking spaces throughout that sixty-day period.

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 day and year of the last signature hereinbelow.

WITNESS:

Dominic Como

TOMORROW'S LLC

BY: Dominic Como

Its: Dominic Como
Managing Partner

Date: 6-23-21

CITY OF COLUMBIA

Erika D. M. Hammond

BY: Teresa B. Wilson

Its: Teresa B. Wilson
City Manager

Date: 5/20/2021 | 9:05:43 AM EDT

APPROVED AS TO FORM

Teresa B. Wilson
Legal Department City of Columbia, SC

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WITNESS:

TOMORROW'S LLC

BY: _____

Dominic Como

Its: Managing Partner

Date: _____

CITY OF COLUMBIA

Erika D. M. Hammond

BY: Teresa B. Wilson

Teresa B. Wilson

Its: City Manager

Date: 5/20/2021 | 9:05:43 AM EDT

APPROVED AS TO FORM


Legal Department City of Columbia, SC

EXHIBIT "A"

