

ORDINANCE NO.: 2014-084

ORIGINAL
STAMPED IN RED

Authorizing the City Manager to execute a Ground Lease between the City of Columbia and the SC Crime Victim's Council for a Crime Victims' Memorial Garden at the River Walk entrance of Riverfront Park

BE IT RESOLVED by the Mayor and City Council this 19th day of August, 2014, that the City Manager is authorized to execute the attached Ground Lease, or on a form to be approved by the City Attorney, between the City of Columbia and the SC Crime Victim's Council for a Crime Victims' Memorial Garden at the River Walk entrance of Riverfront Park.

Requested by:

SC Crime Victim's Council _____



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 8/5/2014

Final Reading: 8/19/2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

GROUND LEASE

THIS "LEASE" is made and entered into on *October 9*, 2014, by and between the City of Columbia, a body politic and political subdivision of the State of South Carolina ("City"), herein sometimes referred to as "Lessor", and the SC Crime Victim's Council ("Victim's Council"), herein sometimes referred to as "Lessee".

WHEREAS, Lessor owns and controls premises located along Riverfront Park at the River Walk entrance in Richland County, as partially shown on the drawing attached hereto as Exhibit "A" and made part hereof. As used herein, the term "Premises" refers to the real property above described and to any improvements as may be located thereon from time to time during the term hereof. The Premises may be more specifically described on an Exhibit "B" attached to this Lease.

WHEREAS, Lessee wishes to construct, maintain and operate a Crime Victims' Memorial Garden including without limitation, a garden, water feature, and propane-fed flame partially shown on Exhibit "A"(collectively, the "Garden") on the Premises for the purposes of providing a lasting tribute and place for reflection in memorial to the victims of crime. Said Garden to be constructed, maintained and operated on the Premises shall remain the property of Lessee and shall be constructed by Lessee subject to the design approval of the City.

NOW, THEREFORE, for and in consideration of these premises, the mutual promises to each other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Victim's Council hereby agree as follows:

1. Description. Lessor hereby leases the Premises to Lessee for the purpose of constructing, maintaining and operating the Garden.

2. Construction. This Lease shall include the right to construct the Garden and all related appurtenances, including the right to remove, replace, or otherwise alter the landscape design of the Premises and to construct fixtures and other improvements upon the Premises as determined by Lessee from time to time. Lessee shall have the right to make alterations, improvements, additions, and changes to any structure, fixture, improvement or building which may from time to time be at the Premises with Lessor's prior written approval. All plants, water features, lighting, electrical outlets, sprinkler systems, brick paths, garden benches, statues, trees, plaques, featured rocks, and signage are to be furnished by the Victim's Council and its partners. Any construction, alteration or improvement of or to any structure or fixture which may from time to time be on the Premises shall be the sole property of the Lessee and may be removed from the Premises prior to the end of the term or it shall thereafter be the property of the Lessor.

3. Expenses. Any and all expenses associated with the construction, maintenance, modification of, addition to, or removal of the Garden together with all accommodations, equipment, and appurtenances associated therewith shall be the sole responsibility of Lessee; provided further that any expense, whether it be for labor, materials or otherwise, necessarily incurred by Lessor in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon shall, upon notification by Lessor, be paid by Lessee as provided for hereafter.

4. Workmanlike Facility. Lessee agrees that any construction and maintenance work performed on the Premises by the Lessee or its agents will be done in a good and workmanlike manner.

5. Environment. Lessee covenants to take reasonable precautions during construction and during subsequent operation or maintenance of the Facility to protect and enhance the environmental values of any affected lands and waters and to comply with all applicable laws regarding the Premises.

6. Laws. The Lessee shall insure that all construction and improvements undertaken in the provisions of this Lease meet all applicable local, State or Federal health and safety and environmental laws.

7. Hold Harmless. The Lessee hereby agrees to indemnify and hold the Lessor harmless, to the extent of its legal ability to do so, from any loss resulting from bodily injuries (including death) or damages to property or any claims for suits against the Lessor arising directly or indirectly out of any act or failure to act on the Lessee's part or on the part of any agent, servant or subcontractor of the Lessee whether independent or otherwise, arising from the use of the Lessor's Premises for the purposes herein stated.

8. Project Design. The Lessee shall have the right to change the design of the Facility with approval of Lessor, such approval shall not be unreasonably withheld and provided that the changes do not alter the boundaries of the project shown in Exhibit "A".

9. Location Preparation. Lessor agrees to prepare the Premises by removing all asphalt and concrete in the identified area and to restore curbing to encompass the Premises.

10. Maintenance. Lessee shall maintain the Premises upon completion of the Garden.

11. Access. Lessor hereby grants to Lessee a non-exclusive easement for pedestrian access and for the maintenance, installation and repair of improvements to and from the Premises by use of City property as more particularly shown on Exhibit A. The City shall maintain such easement areas in a good, first-class condition at the City's sole cost and expense. Additionally, the City grants to Lessee an easement during

construction and maintenance of the Premises for staging areas for such construction as jointly agreed upon and after construction for continuing maintenance of the Garden.

Lessee hereby grants to Lessor any necessary easement for access to underground utility lines for the maintenance, installation and repair of those lines that may exist at the Premises.

12. Use. Lessee shall use the Premises only as a Garden for the benefit of the general public. Lessee shall have the right to place and maintain signs advertising the Garden on such portions of the Premises or the Garden as determined by Lessee from time to time. Events held at the Garden are exclusively at the initiation of the Victim's Council.

13. Term. The initial term of this lease shall be for fifty (50) years, commencing on the date of this Lease. The parties may extend the term of this Lease for two (2) consecutive thirty (30) year periods (collectively, the "Renewal Terms"), commencing on the day immediately following the last day of the term (or current renewal term, as the case may be) of this Lease. Such option to extend the term shall be exercised in writing and signed by both parties. The term of this Lease shall continue after expiration of the initial term and all renewal terms until terminated by either party upon six (6) months written notice to the other party. As used herein the expression "term hereof" refers to such initial term and to a renewal thereof as provided for herein.

14. Rent. The annual rent shall be one (\$1.00) dollar to be paid on the 15th day of January each year of the term of this Lease. Lessee shall have the option to pay the annual rent for the entire term of this Lease contemporaneously with the execution of this Lease. The rent payable for Renewal Term(s) shall also continue at the annual rate of one dollar (\$1.00) per year.

15. Delivery of Possession. If Lessor, for any reason whatsoever, cannot deliver possession of the Premises to Lessee at the commencement of the lease term, as specified herein, this Lease shall be void and Lessor shall not be liable to Lessee for any loss or damage resulting therefrom. Lessor shall use commercially reasonable efforts to deliver the Premises to Lessee free and clear of all tenancies and other encumbrances contemporaneously with the execution of this Lease. Lessor warrants that it has fee simple title to the Premises and is authorized to execute this Lease.

16. Prohibited Uses. Lessee shall not use, or permit the Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the Premises are hereby leased.

17. Subletting and Assignment. Lessee may not assign, sublet or transfer this Lease in whole or in part. Any such attempt to assign, sublet or transfer this Lease in whole or in part, shall, at the option of the Lessor, terminate this Lease.

18. Notices. All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given made or sent, by either party hereto,

shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

To Lessee:
Ms. Laura Hudson
Executive Director
SC Crime Victim's Council
1900 Broad River Road
Columbia, SC 29210

To Lessor:
Teresa B. Wilson
City Manager, City of Columbia
Post Office Box 147
Columbia, SC 29202

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.

19. Utilities. Lessor shall provide electrical and water service to the Premises at no cost to the Lessee. If security cameras are installed and operated at the adjacent Riverfront Park, they will also include the Premises described herein. Installation and operation of such camera equipment will be at the City's discretion and expense.

20. 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 reasonable 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.

21. Hazardous Substances; Restrictions on Lessee. Other than the propane tank-fed flame that may be included as a permanent feature, Lessee shall not cause or permit any hazardous substances to be newly used, stored, generated, or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors or invitees, without first obtaining Lessor's written consent, which may be withheld at the Lessor's sole and

absolute discretion. If hazardous substances are newly used, stored, generated, or disposed of on or in the Premises, or if the Premises become contaminated in any manner for which lessee is legally liable, Lessee shall indemnify, defend and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including without limitation, a decrease in value of the premises, and any and all sums paid for settlement of claims, attorneys, consultant and expert fees) arising during or after the Lease term and arising as a result of such contamination by Lessee, to the extent allowed by South Carolina law. As used herein, "hazardous substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of South Carolina, or the United States government. "Hazardous substance" includes any and all materials or substances which are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance," pursuant to state, federal, or local law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorinated biphenyls ("PCBs"), and petroleum.

Lessor represents to the best of its actual knowledge, that no use, storage, treatment, or transportation of hazardous substances by the Lessor has occurred in or on the Premises before the date hereof.

22. Entire Agreement. The parties acknowledge and agree that this Ground Lease together with Exhibit "A" and any Exhibit "B" 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.

23. Recording. Lessor and Lessee agree that a memorandum of this Lease may be recorded by either party.

24. Insurance. Lessee shall be required to purchase a general liability policy naming the City of Columbia as additional insured in an amount not less than \$300,000.00 per occurrence and \$600,000.00 aggregate limit for bodily injury, personal injury and property damage.

25. Early Termination. Lessee shall have the right to terminate this Ground Lease at any time upon written notice to Lessor.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

WITNESS:

SC CRIME VICTIM'S COUNCIL

Laura Hudson

By: *Laura Hudson*

Laura Hudson, Executive Director

Oct 9, 2017

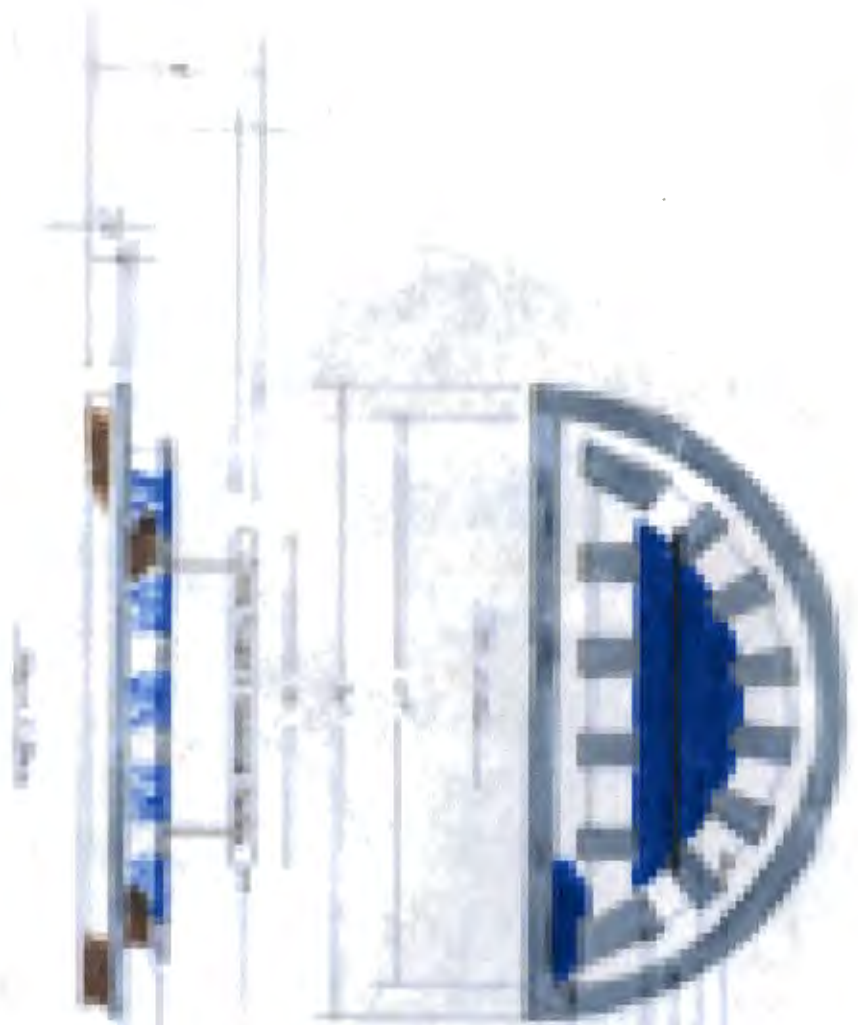
CITY OF COLUMBIA, a body politic and political subdivision of the State of South Carolina

Ashley M. Jenkins

By: *Teresa B. Wilson*

Teresa B. Wilson, City Manager

South Carolina Crime Victims Ministerial Program Project - ~~South Carolina~~ Year 2014



1. The structure is a semi-circular structure with a diameter of 10 feet. The structure is supported by a concrete foundation. The structure is used for the purpose of the project.

2. The structure is supported by a concrete foundation. The structure is used for the purpose of the project.

3. The structure is supported by a concrete foundation. The structure is used for the purpose of the project.

4. The structure is supported by a concrete foundation. The structure is used for the purpose of the project.