

ORIGINAL  
STAMPED IN RED

**ORDINANCE NO.: 2021-002**

*Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and P.C. Partnership, L.L.C. for a portion of the Northern right of way area of Washington Street at Sumter Street for installation and maintenance of a grease trap*

BE IT ORDAINED by the Mayor and City Council this 16th day of February, 2021, that the City Manager is hereby authorized to execute the attached Lease Agreement for a portion of the northern right of way area of Washington Street at Sumter Street for installation and maintenance of a grease trap, or in a form to be approved by the City Attorney, between the City of Columbia and P.C. Partnership, L.L.C., for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 2/2/2021

Final Reading: 2/16/2021

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

LEASE AGREEMENT  
(Ordinance No.: 2021-002)

This Lease Agreement (“Lease” or “Agreement”) is made and entered into 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 P. C. Partnership L.L.C. (“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 Lease Area described below upon the terms, covenants and conditions hereinafter contained.

1. **Lease Area.** The Lessor grants to the Lessee the right to occupy and use, subject to the terms and conditions of this agreement, the Lease Area shaded in red in Exhibit 1 attached hereto (“Lease Area”), adjacent to the parcel known as Richland County TMS #R09014-08-09 in Columbia, County of Richland, State of South Carolina, consisting of a portion of the northern right-of-way of Washington Street, beginning approximately fourteen (14’) feet from the northwest corner of the Washington Street and Sumter Street rights-of-way, and extending westward twenty (20’) feet, such area being eight (8’) feet in width along the northern right of way of Washington Street.

2. **Term.** The Term (“Term”) of this Lease shall be upon the execution of this Lease by both parties through December 31, 2040, 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 One and No/100 (\$1.00) Dollars per year.

4. **Construction of Improvements and Maintenance.** The Lessee, at its own expense and not that of the Lessor, may construct or cause to be constructed temporary or permanent improvements (“Improvements”) within the Lease Area. Such Improvements shall include a grease interceptor to serve the ground floor retail of the Sumter Street Parking Deck. Lessee shall also be responsible for maintenance of the grounds of the Lease Area and maintenance of the grease interceptor that complies with the City of Columbia FOG program requirements. The grease interceptor shall have a secure, watertight access point to be used for operation and maintenance activities. Such activities shall be scheduled at times to avoid interruption of adjacent business activities and/or special events taking place in the downtown area. Lessee agrees to comply with Lessor’s Code of Laws as may, from time to time, be amended for any such improvements.

5. **Assignment and subletting.** The Lessee shall not assign its rights under this Lease, nor shall the Lessee sublicense its interest in the Lease Area to any third party, without the prior written consent of the Lessor.

6. **Taxes and Insurance.** Lessee shall pay all real property taxes, if any, associated with the property without contribution from the Lessor. Lessee shall maintain insurance in accordance with City of Columbia requirements.

7. **Termination.** Either party may terminate this Agreement upon one hundred and twenty (120) days’ written notice to the other party. Upon such termination, neither party shall have any further obligation to the other party and this lease shall be null and void. Improvements made to the Lease Area during any Term of this Lease shall either be removed by Lessee or shall become the property of the Lessor in the City’s sole discretion.

8. **Quiet Enjoyment.** Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy said Lease Area 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:  
P. C. Partnership, L.L.C  
c/o Mr. James W. Cantey, Jr.  
P. O. Box 6637  
Columbia, SC 29260

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. **Utilities.** Any utilities located on the Lease Area and within the right-of-way of Washington Street shall be moved, if necessary, by the Lessee at Lessee's expense.

11. **Waiver.** 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. **Choice of Law.** This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement effective as of the date of the last signature hereinbelow.

WITNESSES:

\_\_\_\_\_

P. C. Partnership L.L.C.

By: \_\_\_\_\_  
James W. Cantey, Jr.

Its: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Columbia

Erika D. M. Hammond

By: Teresa B. Wilson  
Teresa B. Wilson

Its: City Manager  
Date: 2/19/2021 9:50:02 AM EST

APPROVED AS TO FORM

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Teresa B. Wilson  
Legal Department City of Columbia, SC