

ORDINANCE NO.: 2014-121

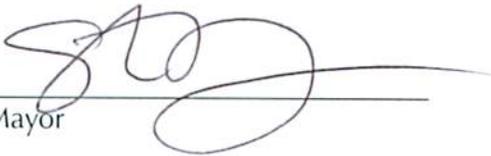
ORIGINAL
STAMPED IN RED

Authorizing the City Manager to execute a Lease between the City of Columbia and Cornerstone Baptist Church for lease of an approximately 34,718 square feet (0.797 acres) portion of the Heyward Street Right of Way located adjacent to 101 Wayne Street between Olympia Avenue and Parker Street for use as a parking area for church functions

BE IT RESOLVED by the Mayor and City Council this 2nd day of December, 2014 that the City Manager is authorized to execute the attached Lease, or on a form to be approved by the City Attorney, between the City of Columbia and Cornerstone Baptist Church for the lease of a 34,718 square foot (0.797 acres) portion of the Heyward Street right of way area located between Olympia Avenue and Park Street for use as a parking area for church functions.

Requested by:

Assistant City Manager Gentry


Mayor

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:


City Clerk

Introduced: 11/18/2014

Final Reading: 12/2/2014

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 parking area 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. **Maintenance.** Lessee shall maintain the Premises upon completion of the parking area.

10. **Access.** 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.

11. **Use.** Lessee shall use the Premises only as a parking area for the benefit of its members attending church functions. Lessee shall have the right to place and maintain signs on such portions of the Premises as determined by Lessee from time to time.

12. **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.

13. **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.

14. **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 there from. 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.

15. **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.

16. **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.

17. **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: Cornerstone Baptist Church 100 Wayne Street Columbia, South Carolina 29201	To Lessor: Teresa B. Wilson City Manager, City of Columbia Post Office Box 147 Columbia, South Carolina 29202
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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.

18. **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.

19. Hazardous Substances; Restrictions on Lessee. 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. 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.

20. Entire Agreement. The parties acknowledge and agree that this Lease together 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.

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

22. 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.

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

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

WITNESSES:

Shirley M. Jenkins
Erika P. Hoar

CITY OF COLUMBIA

BY: Teresa B. Wilson
Teresa B. Wilson
Its: City Manager

CORNERSTONE BAPTIST CHURCH

BY: _____
Print Name: _____
Its: _____

APPROVED AS TO FORM

Teresa B. Wilson 11-12-14
Legal Department City of Columbia, SC

Cornerstone Baptist Church

CENTERED IN CHRIST ~ UNIFIED IN SPIRIT ~ TOGETHER IN LOVE

September 5, 2014

Teresa Wilson, City Manager
City of Columbia
City Hall, 1737 Main Street
Columbia, SC 29201

Greetings Madame City Manager,

I am Deacon Steve Wilson, Chairman of the Board of Deacons at the Cornerstone Baptist Church, 100 Wayne Street Columbia, S.C 29201. We are located in Historic Olympia across the Street from the Olympia Mills Development. We have been a part of this community for nearly 30 years.

We are now experiencing the Blessings of God as we are a part of the Renaissance of Olympia. The church property doesn't have adequate space for parking and for 30 years we have used the right of way adjacent to the Cornerstone church on Heyward Street. I am writing to you to formally request an encroachment for parking in the right of way of Heyward Street.

Heyward Street is a city owned street. It is a two lane street with a median between the lanes which measures 75-feet in width. CSX railroad formerly crossed a portion of this street. The requested encroachment will not interfere with the use of the sidewalks (none exist), street traffic, utility locations or other current uses.

The acquisition of long term adequate parking is necessary as we seek financing for the renovation of our edifice.

Thank you in advance for your favorable consideration of this request.

Yours in Christ,

Deacon Steve Wilson
Chairman Board of Deacons

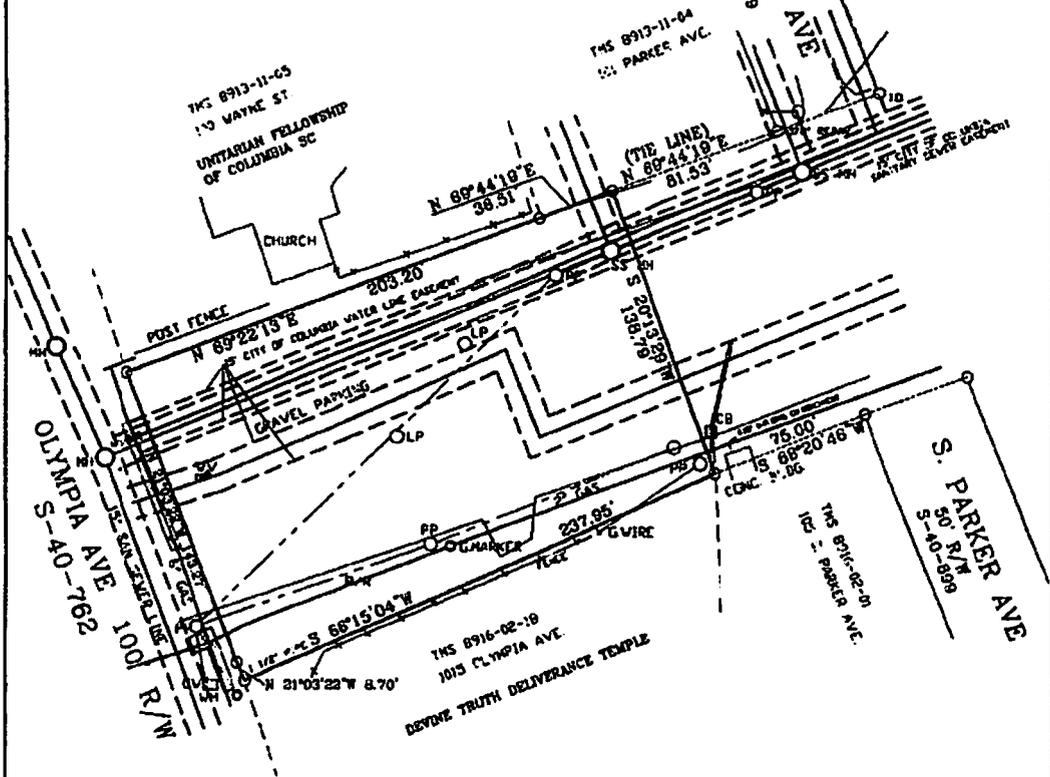
Trustee Freddie Stroman
Chairman Board of Trustees

100 Wayne Street
Columbia, SC 29201
Phone: (803) 256-4890
Fax: (803) 256-4405
Sunday school
10:00 a.m.
Worship Services:
11:00 a.m.



LOCATION MAP

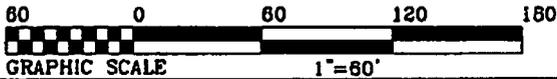
GRID NORTH 2004



AREA = 34,718 SQ.FT. OR 0.797 ACRES

REFERENCE PLATS:

1. A PLAT PREPARED FOR THE CITY OF COLUMBIA OLYMPIA RAILROAD BY CITY OF COLUMBIA DEPARTMENT OF ENGINEERING DATED JANUARY 31, 2005 (PROJECT NO. 251-87).
2. PROPERTY OF PACIFIC MILLS BY TOMLINSUN ENGR. CO DATED: OCTOBER 1939 C/F 24-30



We Are Columbia

CITY OF COLUMBIA
 DEPARTMENT OF UTILITIES & ENGINEERING
 1225 LAUREL ST COLUMBIA SC 29201

PH: (803) 545-3400 FAX: (803) 988-8199

SCALE: 1"=60'	APPROVED BY:	DRAWN BY: GAS
DATE: 10/24/14	PARKING LEASE EXHIBIT	
PROJECT NO.:		
REVISION NO.:		