

RESOLUTION NO.: R-2014-007

ORIGINAL
STAMPED IN RED

*Authorizing execution of a Lease Agreement between the
City of Columbia and Jay D. Rickman, Sr. and Mary Rickman for lease of
900 Riverhill Circle, Richland County TMS #07311-03-11
to be used as a training facility by the Columbia Police Department*

BE IT RESOLVED by the Mayor and City Council this 4th day of February, 2014, that the City Manager is authorized to execute the attached Lease Agreement, or on a form approved by the City Attorney, for lease of approximately 6,200 square feet of space known as 900 Riverhill Circle, Richland County TMS #07311-03-11 for One and No/100 (\$1.00) Dollar per year, to be used as a training facility by the Columbia Police Department.

(Funding Source: 1012403-636300)

Requested by:

Major Hines, CPD


Mayor

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:


City Clerk

Introduced: 2/4/2014
Final Reading: 2/4/2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LEASE AGREEMENT
(Resolution No.: R-2014-007)

This Lease Agreement made this ____ day of _____, 2014, by and between Jay D. Rickman, Sr. and Mary Rickman ("Landlord") and the City of Columbia ("Tenant").

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, Landlord hereby demises and rents to Tenant and Tenant hereby leases from Landlord the premises described below upon the terms, covenants and conditions hereinafter contained.

1. **Leased Premises.** The leased premises known as 900 Riverhill Circle, Richland County TMS #07311-03-11, in the City of Columbia, County of Richland, State of South Carolina (hereinafter referred to as "Premises"), which comprises approximately Six Thousand Two Hundred (6,200) sq.ft. of space and shown more clearly on the attached Exhibit A, which is incorporated herein by reference.

2. **Term.** The term of this Lease shall be five (5) years beginning on the date that possession of the premises is delivered to Tenant.

3. **Renewal Option.** This lease is renewable upon written consent and agreement by both parties.

4. **Rental Amount.** Tenant shall pay to Landlord, without demand, at such address as the Landlord may from time to time direct in writing to Tenant, yearly rent of One and 00/100 (\$1.00) Dollar, the receipt of which is hereby acknowledged by the Landlord.

5. **Grounds Maintenance.** Tenant shall be responsible for reasonable maintenance of the grounds of Premises through the City of Columbia Forestry Division.

6. **Common Areas.** Tenant and its officers, employees, agents and invitees shall have the non-exclusive right to use the common areas within property location, including but not limited to, parking areas, driveways, pedestrian sidewalks and ramps, access and egress roads, open and enclosed areas, landscaped and planted areas, public restrooms and other common facilities, subject to such reasonable rules and regulations as Landlord may from time to time impose.

7. **Utility Services.** Tenant shall pay for all water, electricity and other utilities consumed by Tenant on the premises during the term.

8. **Repairs, Maintenance and Replacements.** Landlord shall maintain the roof and exterior structure, and the HVAC system (except for ordinary maintenance), in good repair and shall at its own cost and expense promptly make all necessary repairs thereto. Landlord shall also be responsible for replacing within a reasonable amount of time any and all interior and exterior fixtures and/or structures that are beyond repair, including but not limited to, exterior structures, interior fixtures, HVAC system, and roofing.

Tenant shall maintain the interior of the leased premises in good repair, reasonable wear and tear excepted, to include any necessary lighting replacement and janitorial services, and Tenant shall at its own cost and expense make all necessary repairs to those improvements (except those items to be maintained by the Landlord set out above).

At the commencement of the lease term all glass in the leased premises shall be in good condition and undamaged. Tenant will, at its own expense, replace all glass thereafter broken or damaged.

Tenant, at its sole cost and expense, shall comply with and shall cause the premises to comply with all federal, state and local statutes, laws, regulations and ordinances and shall be responsible for obtaining all required permits and certificates necessary to conduct its business in the premises.

Tenant covenants and agrees to perform all obligations on its part to be performed hereunder including, without limitation, the obligation, to conduct its business on the premises in a dignified manner and to maintain the premises in a clean and orderly condition. Failure of Tenant to perform its obligations as aforesaid shall give Landlord the right to terminate Lease Agreement if Tenant shall not have commenced compliance with the written notice of Landlord within twenty-four (24) hours after receipt thereof and, upon such termination of Lease, Landlord may reenter the premises and shall have no further obligations hereunder.

In the event that the premises fall into disrepair or become uninhabitable for reasons which are not the fault of Tenant, Tenant will notify Landlord of the maintenance issue in writing. If Landlord does not enter and repair the premises to make it habitable again, Tenant may vacate premises and terminate this lease after ninety-six (96) hours of said written notice. For maintenance problems that do not make the premises uninhabitable, Tenant may vacate premises and terminate the lease if Landlord has not made the requested repairs within thirty (30) days of said notice unless they cannot be completed in that time period, in which case they must have been begun and diligently pursued to completion.

9. **Signs.** Tenant may, if necessary, erect and maintain a sign on the exterior of the leased premises. The sign shall be of a size, style and type and in such location as the Landlord may approve, which approval shall not be unreasonably withheld.

10. **New Construction and Alterations.** During the term, Tenant may, with Landlord's consent, which consent may not be unreasonably withheld, undertake construction of Tenant's improvements, and make alterations and take any other actions with respect to the improvements. Upon termination of this lease, Tenant shall remove such alterations, additions and improvements and restore the leased premises to their condition prior to alteration.

11. **Taxes.** Landlord shall pay all real property taxes associated with the property without contribution from the Tenant.

12. **Damage or Destruction by Fire or Other Casualty.** If the leased premises are damaged or destroyed by fire, flood, tornado, hurricane, or by the elements, or through any casualty, or otherwise, after the commencement of the lease term, Tenant shall have the option to terminate the lease or for it to continue in full force and effect. If the Tenant does not terminate the lease, rent shall abate until the premises are restored to the condition that existed prior to the loss. Tenant shall have the right to declare the lease terminated at any time until the property has been restored to its previous condition.

13. **Default by Tenant.** If Tenant defaults in fulfilling any of the covenants in this lease, Landlord shall notify Tenant of the nature of the default. If such default is not remedied within thirty (30) days following such notice, all of Tenant's rights under this lease shall terminate and Tenant shall immediately quit and surrender the premises to Landlord. If the nature of the default is such that it cannot reasonably be cured within thirty (30) days and work thereon has been commenced within that period and diligently prosecuted to completion, Tenant's rights under this lease shall not terminate as a result of such default.

If Tenant's rights under this lease are terminated due to default, Landlord may immediately, or at any time thereafter, re-enter the leased premises and remove all persons and all property by any suitable action or proceeding by law and enjoy the premises. Landlord may, at its option, repair, alter, remodel and/or change the character of the premises as it may deem fit and/or at any time re-let the leased premises or any part thereof. The exercise by Landlord of any right granted in the sentence immediately preceding shall not relieve

Tenant from the obligation to fulfill all other covenants required by this lease, at the time and in the manner provided herein. Landlord shall have the obligation to make reasonable attempts to re-let the premises and to mitigate its damages from the default. Landlord's expenses incurred in connection with repairing, altering, or remodeling the premises and any other expenses incurred by it in connection with the re-letting of the leased premises (including but not limited to brokerage fees) if any, shall be Landlord's obligation.

In the event of a breach by Tenant of any of the covenants or provisions of this lease, in addition to the remedies provided above, Landlord shall have all other remedies available at law or in equity.

14. **Default by Landlord.** If Landlord defaults in fulfilling any of the covenants in this lease, Tenant shall notify Landlord of the nature of the default. If such default is not remedied within thirty (30) days following such notice, all of Landlord's rights under this lease shall terminate and Landlord shall immediately quit and surrender the premises to Tenant. If the nature of the default is such that it cannot reasonably be cured within thirty (30) days and work thereon has been commenced within the period and diligently prosecuted to completion, Landlord's rights under this lease shall not terminate as a result of such default.

In the event of an uncured breach of any of the covenants or provisions hereof, Tenant shall have, in addition to the remedies above, the right to invoke any remedy available at law or in equity.

15. **Termination.** Notwithstanding any other provision in this lease, either party may terminate this lease upon thirty (30) 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.

16. **Quiet Enjoyment.** Landlord covenants that Tenant, so long as Tenant is not in default, shall and may peaceably and quietly have, hold and enjoy said premises for and during the lease term.

17. **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:

Landlord:
Jay D. Rickman, Sr. and Mary Rickman
1818 Romain Drive
Columbia, SC 29210

Tenant:
City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

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.

18. **Relationship Between the Parties.** Nothing herein shall be deemed or construed as creating the relationship of principal and agent or partnership or joint venture between the parties; it being agreed and understood that the parties have no relationship other than that of landlord and tenant.

19. **Assignment or Subletting.** Tenant may not assign this lease or sublet the leased premises.

20. **Entire Agreement.** The parties further agree that this written lease expresses the entire agreement between the parties and may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this agreement.

21. Captions. The captions contained herein are for convenience and reference only and shall not be deemed as part of this lease or construed in any manner to limit or amplify the terms and provisions of this lease to which they relate.

WITNESSES:

LANDLORD: JAY D. RICKMAN, SR.

Jay D. Rickman, Sr.
Date: _____

Mary Rickman
Date: _____

TENANT: CITY OF COLUMBIA

Abby M. Galus
Tasha [Signature]

BY: Teresa B. Wilson
Teresa B. Wilson
ITS: City Manager
Date: _____

