

ORDINANCE NO.: 2015-075

*Authorizing the City Manager to execute a License Agreement between the City of Columbia and Hallmark Homes International, Inc. for the Lease of Unreserved parking spaces in the Lady Street Parking Garage and Washington Street Parking Garage*

BE IT ORDAINED by the Mayor and City Council this 18th day of August, 2015 that the City Manager is hereby authorized to execute the attached License Agreement, or on a form approved by the City Attorney, between the City of Columbia and Hallmark Homes International, Inc. for the lease of unreserved spaces in the Lady Street Parking Garage and Washington Street Parking Garage, as outlined in the attached License Agreement and made pursuant to that Air Rights Development Agreement between the City of Columbia and Hallmark Homes International, Inc. dated June 8, 2015; provided, however, that in order to ensure that the existing and future tenants of Capitol Center, located on the northwest corner of Gervais and Assembly Streets, through the building management company, shall have access to a number of parking spaces to meet the needs of their employees and guests, it is agreed by the City that existing and future tenants of Capitol Center shall have an ongoing right of first refusal on any and all parking spaces (other than hourly parking spaces), exclusive of the parking spaces contemplated by the said License Agreement with Hallmark Homes International, Inc., including any spaces that hereafter become available due to the termination of existing monthly parking agreements in the Lady Street Garage - the details of which right of first refusal to be finalized by City staff with Capitol Center management.

Requested by:

Assistant City Manager Gentry

  
Mayor

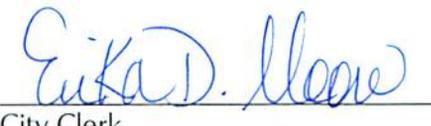
Approved by:

  
City Manager

Approved as to form:

  
City Attorney

ATTEST:

  
City Clerk

Introduced: 8/4/2015

Final Reading: 8/18/2015

ORIGINAL  
STAMPED IN RED

## **LICENSE AGREEMENT**

This License Agreement (this "Agreement") dated as of \_\_\_\_\_, 2015 (the "Effective Date"), is entered into by and between Hallmark Homes International, Inc., a South Carolina corporation, or its permitted assigns ("Licensee"), and the City of Columbia, South Carolina, a body politic of the State of South Carolina ("City"). City and Licensee are sometimes referred to herein separately as a "Party" and together as the "Parties."

### **Recitals:**

A. Licensee and City have entered into an Air Rights Development Agreement dated June 8, 2015 to construct for-rent, non-student multifamily residences ("the Apartments") and attendant amenities in the air space above one or more City-owned public parking garages. If Licensee proceeds with such development, each Apartment shall have tenants ("Tenants") in need of parking.

B. Licensee wishes to develop such an Apartment above the Lady Street Garage, located at 1100 Lady Street in Columbia, S.C. ("Garage Premises") and desires to enter into a license agreement to provide: (1) a staging and support area for Licensee's proposed construction of the Apartment and the related upgrades to the Garage Premises (collectively, the "Project"), and (2) monthly parking spaces for Tenants of the Apartment in said Garage Premises.

C. It is anticipated that City and Licensee may subsequently enter into an Air Rights Easement Agreement covering the Garage Premises, wherein City grants to Licensee certain easements for construction, access, utilities, building systems and support, to allow for the development and construction of the Project. City recognizes that Licensee may desire to add an additional floor of parking to the Garage Premises and can address such in a future agreement. Provisions related to the actual construction of the Project will be embodied in greater detail in the Air Rights Easement Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **License for Construction Support Spaces.**

(a) The City hereby grants to Licensee, and its employees, contractors, subcontractors, invitees, representatives and agents, and their respective successors and assigns (collectively, the "Licensee Parties"), an exclusive license (the "Support License") to use and occupy the one hundred twenty-five (125) spaces located on the roof of the Garage Premises, for the purpose of engaging in permitted construction activities related to the Project (the "Support Spaces"), including ingress and egress to the Support Spaces for the Licensee Parties (such areas are referred to as the "Licensed Area"). This License and the rights granted hereby do not extend to or include any portions of the Garage Premises that are not owned by the City. In addition, any rights or interests necessary for Licensee to place structural supports, elevators, or utilities in any portion of the Garage Premises below or adjacent to the Licensed Area shall be addressed in the Air Rights Easement Agreement. The intent of the Support License is to provide an area that

supports those construction activities, including a “lay-down” or staging area for building materials, a location for Licensee’s construction trailers, areas for the parking or storage of construction vehicles or equipment, and similar matters. Construction service vehicles needing access to the Licensed Area will need monthly access cards for the Garage Premises, which will be provided in cooperation with the City’s Parking Department.

(b) Notwithstanding anything to the contrary in this Agreement, the City may lease or license any of the Support Spaces in the Garage Premises after the Effective Date of this Agreement and prior to Licensee commencing construction of the Project. Licensee will provide to the City no less than forty-five (45) days’ prior written notice of the anticipated date of the commencement of construction of the Project so that the City may make the Support Spaces available for such construction as provided for in this Agreement, and the City will cause all parking leases or licenses to be terminated prior to the date set forth in Licensee’s notice.

(c) From the time the City grants a construction permit for the Project until the Project receives its Certificate of Occupancy, Licensee shall pay a monthly license fee to the City (“License Fee”) for each of the one hundred and twenty-five (125) Support Spaces. Licensee shall pay the prevailing rate for similar construction spaces, which rate may be raised by City Council from time to time. In addition, the City will provide rooftop parking for construction workers in nearby City parking garages during construction at standard construction parking rates.

(d) The Licensed Area is to be used by Licensee for construction support services in connection with the construction and development of the Project. Such construction and development of the Project and Licensee’s use of the Licensed Area shall comply in all material respects with all applicable federal, state or local laws, codes, rules and regulations. In particular, Licensee shall secure the Licensed Area, by installing fences, gates or other barriers to limit access to the Licensed Area from the balance of the Garage Premises, in accordance with specifications approved by the appropriate City official.

(e) The City shall not be required to perform any additional work or furnish any additional materials to or otherwise prepare the Licensed Area for occupancy by the Licensed Parties. Nothing contained in this Agreement shall give Licensee any right or license to use or occupy any area outside the footprint of Garage Premises, including but not limited to adjacent sidewalks and/or alleyways, although such rights or licenses may be granted by the City in the Air Rights Easement Agreement.

**2. Rights to Tenant Spaces.**

(a) Commencing with the issuance of an initial or temporary Certificate of Occupancy for the Apartment, and continuing through the end of the Term, the City shall make available to Tenants of the Project the following parking spaces (“Tenant Spaces”): (1) two-hundred and twenty (220) unreserved parking spaces, less the number of parking spaces lost permanently due to the construction of the Project, in the Garage Premises on a twenty-four hour-a-day, seven-day-a-week basis (24/7); (2) one hundred and five (105) unreserved parking spaces in the Garage Premises from 6:00pm until 7:00am, Monday through Friday, and twenty-four hours a day on Saturdays, Sundays, and City holidays; and, (3) one-hundred (100) unreserved parking spaces in

the City-owned Washington Street Garage, located on the adjacent block at 1100 Washington Street, on a twenty-four hour-a-day, seven-day-a-week basis (24/7).

The City shall also provide, dependent upon the availability of such spaces, ten (10) additional spaces on the first or second level of the Garage Premises for a car share or hourly car rental program ("Car Share Spaces"). If some or all of the Car Share Spaces are not available within the Garage Premises, such spaces may be made available at a location within one-and-a-half (1½) City blocks from the Garage Premises. In the event that the City determines not to proceed with implementing its own car share or hourly rental program, the City recognizes and agrees that Licensee may provide such service in the Garage Premises for the exclusive use of its Apartment tenants and that Licensee may make use of and pay for the Car Share Spaces.

The City and Licensee agree that the parking arrangement for Tenant Spaces set forth above may be renegotiated prior to the issuance of an initial or temporary Certificate of Occupancy for the Apartment, but in no event may the City reduce the numbers of parking spaces available in the Garage Premises set forth above. In the event the City constructs a new parking garage within two blocks of the Project or secures long term lease arrangements for parking spaces within two blocks of the Project, the City may move, at its discretion, some or all of the Tenant Spaces provided in the Washington Street Garage to such new garage.

(b) Each Tenant desiring to use one or more Tenant Spaces must execute the standard form Parking License Agreement with the City. The City shall lease or otherwise grant the right to use the Tenant Spaces to each such Tenant of the Project at the then-current rates for parking spaces in the Garage Premises as set by City Council. Once the City has made available the number of Tenant Spaces required under this Agreement and those spaces have been filled by Tenants of the Project, the City, at its sole discretion, may make available additional Tenant Spaces upon request of Licensee, depending on availability. City Council, in its sole discretion, may raise rates from time to time, so long as such increases apply to all parking spaces in the Garage Premises, and not only the Tenant Spaces. Such increases in rates will be charged to Tenants at the effective date of those increases, as approved by City Council. Should the number of Tenant Spaces licensed to Tenants at any time be less than the maximum number, the City reserves the right to lease or license those unused Tenant Spaces to other users, so long as they agree that their parking rights may be terminated on thirty (30) days' notice if the unused Parking Spaces are needed by Tenants.

(c) Each Tenant shall be responsible for paying monthly parking fees and adhering to rules listed in the City's standard Parking License Agreement, and Licensee shall have no liability of any sort to the City for the acts or omissions of any Tenant, or for the payment of monthly fees for the Tenant Spaces.

### 3. **Term; Termination.**

(a) The term of this Agreement and the rights to the Tenant Spaces granted herein (the "**Term**") shall commence on the Effective Date and shall terminate on the Sixty First (61st) anniversary of the Effective Date, unless terminated earlier as provided in **Sections 2(b) and 2(c).**

(b) The License for the Support Spaces shall commence on the Effective Date and shall terminate no later than six (6) months after the issuance of a final Certificate of Occupancy for the Apartment, unless terminated earlier as provided in Sections 2(b) and 2(c). Licensee and City agree and understand that the Support Spaces, once vacated, shall be leased by the City as Tenant Spaces or to other third-party licensees. Licensee shall vacate the Support Spaces as soon as possible upon the completion of construction.

(c) If either Party defaults in the performance of any of its obligations hereunder and such default continues for more than ninety (90) days after delivery of written notice thereof from the non-defaulting Party (except that if any non-monetary default cannot be cured with the exercise of reasonable diligence during such ninety (90) day period, such period shall be extended for such additional time as is reasonably necessary to effectuate the cure thereof, provided that the defaulting Party has commenced to cure such default within such ninety (90) day period and thereafter diligently prosecutes such cure to completion), then the non-defaulting Party shall have the right to terminate this Agreement upon written notice to the defaulting Party. In addition to such right of termination, the non-defaulting Party may pursue any other remedies available at law or in equity with respect to such default. City understands and agrees that Licensee's lender or other finance partner may desire an independent right to notice of any default and right to cure any such default by Licensee, and City agrees that such right to cure shall be granted in the event such rights are requested.

#### 4. Insurance

(a) During the Term of this Agreement, to the extent that a Contractor of Licensee is not maintaining insurance as required below, Licensee shall procure and maintain the following policies of insurance, protecting the City from and against claims for any injuries to persons or damage to the Garage Premises that may arise from or in connection with the construction, use or failure of the Support Spaces or the acts or omissions of the Licensee Parties. Licensee shall require its Contractor to procure and maintain the following policies of insurance under the same terms and coverages:

(i) Commercial general liability insurance in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury, personal injury and/or property damage with an aggregate liability of not less than Two Million and no/100 Dollars (\$2,000,000.00); and,

(ii) A separate policy of Owner's and Contractor's Protective Liability Insurance issued in the name of City in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury, personal injury and/or property damage with an aggregate liability of not less than Two Million and no/100 Dollars (\$2,000,000.00); and,

(iii) Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage; and,

(iv) Owner's and Contractor's Protective Liability Insurance: In addition to all other insurance requirements contained in these instructions, the Contractor shall provide a separate policy of Owner's and Contractor's Protective Liability Insurance issued in the name of the City

in an amount not less than \$2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability, not less than \$2,000,000.00; and,

(v) Excess Liability Policy naming the contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$5,000,000.00 for bodily injury, personal injury, property damage and products completed operations; and,

(vi) Special Hazards: The Contractor's and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: Use of explosives, excavation, shoring and electrical hazards.

(vii) Licensee will cause all contractors or other persons doing work on the Project to comply with the insurance requirements set forth in City Code Sec. 11-71 and to the extent that the insurance requirements set forth in this Agreement are in conflict with or in amounts less than those required by the aforesaid ordinance, the said Ordinance shall prevail.

(viii) All insurance shall be primary insurance as respects the City, its officials, and employees. Any insurance or self-insurance maintained by the City, its officials and employees shall be in excess of insurance provided by Licensee and shall not contribute to it.

(ix) Licensee shall procure and shall maintain Worker's Compensation Insurance in accordance with the laws of the State of South Carolina for any employees of Licensee who use the Support Spaces pursuant to this Agreement.

(b) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduce in coverage or in limits unless thirty (30) days' prior written notice, by certified mail, return receipt requested, has been given to the City. The City may require proof of such insurance coverages at any time during the Term of this Agreement.

(c) Licensee shall furnish the City with a certificate showing satisfactory proof of coverage of the insurance required by this Agreement to insure and fully indemnify the City as provided for herein prior to the Licensee Parties' use and occupancy the Garage Premises and such shall be approved by the City prior to the Licensee Parties' use and occupancy of the Garage Premises.

(d) City shall be named as an additional insured in liability all policies required by this Agreement.

(e) During the Term of this Agreement, City shall maintain property insurance on the Garage Premises in such amounts as the City, in its reasonable discretion deems appropriate. Licensee Parties shall not be named as an additional insured or loss payee in such insurance policies.

(f) City and Licensee shall each cooperate with and provide reasonable access to the Garage Premises and License Area by representatives of insurance companies and insurance brokers or agents.

5. **Indemnification.** Licensee shall indemnify, defend and hold harmless the City and its officials and employees (the "City Indemnitees"), from and against all claims, causes of action, damages, cost and expense relating to Licensee's use of the Licensed Area (other than to the extent caused by or arising from a City Indemnitee's recklessness or willful misconduct) by reason of in connection with (i) any injury to or death of any person, or damage to or loss of property, or any other matter occurring, resulting from or connected with the use, condition or occupancy of the Licensed Area, or (ii) any breach by Licensee under this Agreement.

6. **Assignment; Sublicensing.** This Agreement and the License granted hereby is personal to Licensee and shall not be assigned by Licensee, nor shall Licensee sublicense or otherwise permit or suffer the occupancy of any portion of the Licensed Area by any third party other than the Licensee Parties, without first obtaining the prior written consent of City; provided, however, that Licensee may assign this Agreement and the License without the consent of City to an Affiliate of Licensee, or to any purchaser of the Project, or to any lender or finance partner for collateral purposes. It is contemplated by Licensee and the City that this Agreement shall be freely assignable as collateral to Licensee's lender or finance partner and that, in the event such lender or finance partner desires to be made a party to this Agreement or enter into a similar tri-party agreement, such request will not be unreasonably withheld or delayed by the City. For purposes of this Agreement, "Affiliate" means, in respect of any person or entity ("Person"), any other Person that directly or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such Person. As used in this definition, "control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

7. **Repair Obligations and Use of Garage Premises.**

(a) The City shall keep and maintain the Garage Premises, save any additions by Licensee, in good repair and working order commensurate with parking garages of the same age, condition and construction in the City.

Licensee shall at all times cause the Licensed Area to be kept and maintained, in good repair and working order.

(b) City shall not during the Term change the primary use of the Garage Premises to any use other than a parking garage similar to such use as of the Effective Date.

(c) Licensee shall invite an employee of the Parking Services Department's Facilities Division to any and all weekly construction meetings and shall require its general contractor to do the same.

8. **Quiet Enjoyment** City covenants and agrees that, so long as Licensee shall not be in default of this Agreement beyond the cure period set forth in Section 2(b), the Licensee Parties shall and may peaceably and quietly have, hold and enjoy the Licensed Area for the Term, as same may be extended, without disturbance, hindrance or ejection by or from City (subject, however, to the provisions hereof) or any one claiming by, through or under City.

9. **Fire, Explosion or other Casualty**. If the Garage Premises, or any part thereof, is damaged by fire, explosion or any other casualty or cause in any manner, the damage shall promptly be repaired and rebuilt by the City at the City's expense. If the casualty, repairing or rebuilding renders all or any part of the Licensed Area unusable by Licensee Parties as provided herein, the License Fee shall be proportionately abated from the date when the damage occurred until the date City completes its repair and rebuilding work, which proportion shall be computed based on the relation which the portion of the Licensed Area rendered unusable bears to the total Licensed Area. In no event shall Licensee be deemed to violate any zoning ordinances during such repair or rebuilding by the City.

10. **Transfer**. In the event that the City shall sell or transfer ownership of the Garage Premises during the term of this Agreement, such sale or transfer shall be made subject to this License Agreement.

(a) City hereby covenants and agrees that during the Term of this Agreement, City shall not commit, approve, consent to or permit any Unpermitted Transfer (as defined below) without the prior written consent of Licensee, which consent may be withheld in Licensee's sole discretion. Any Unpermitted Transfer which is effected without the prior written consent of Licensee shall be void, invalid and ineffective and of no force or effect against Licensee or Licensee's rights hereunder and in the Garage Premises. For purposes of this Agreement, an "Unpermitted Transfer" shall mean any of the following:

(i) Any master lease affecting the Garage Premises;

(ii) Any grant, sale, transfer or other conveyance of all or any portion of or interest in the Garage Premises unless the deed or other instrument of conveyance expressly states that the grantee or transferee and its heirs, representatives, successors and assigns take subject to the interest of Licensee hereunder;

(iii) Any mortgage, lien or other encumbrance of all or any portion of the Garage Premises unless such mortgage, lien or encumbrance expressly states, without reservation, that it is in all respects subject to the interest of Licensee hereunder; or

(iv) Any other act or omission affecting the Garage Premises which would diminish or otherwise adversely affect Licensee's interest pursuant to the Option granted herein.

(b) Notwithstanding the provisions set forth in Section 10(a) above, in the event that City receives within thirty (30) years of the Effective Date a bonafide offer from a third party to purchase or lease the Garage Premises (an "Offer"), the City shall promptly provide such Offer to Licensee. In such case, Licensee shall have the first right to purchase or lease the Garage

Premises upon the terms contained in the Offer. Licensee shall be deemed to have declined the Offer to purchase or lease the Garage Premises if it does not accept such Offer within thirty (30) business days of the date the Offer is delivered to Licensee.

11. **Miscellaneous.**

(a) Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing shall be duly given upon delivery, if delivered by hand, overnight mail, facsimile transmission or mail (with postage prepaid), to the following addresses:

In the case of Licensee:

<p>To Hallmark: Hallmark Homes International, Inc. 4500 Fort Jackson Blvd., Ste. 200 Columbia, SC 29229 Attn: C. David Tuttle FAX:</p>	<p>To City: City of Columbia 1737 Main Street Columbia, SC 29201 Attn: City Manager</p>
<p>With a copy to: Daniel D'Alberto D'Alberto Law Firm P.O. Box 11505 Columbia, SC 29211</p>	<p>With a copy to: City of Columbia Office of the City Attorney P.O. Box 667 Columbia, SC 29202</p>
<p>With an additional copy to: W. Leighton Lord III Nexsen Pruet, LLC 1230 Main Street, Ste. 700 Columbia, SC 29201</p>	<p>With an additional copy to: Parking Services Director City of Columbia 820 Washington Street Columbia, SC 29201</p>

or to such other addresses or facsimile numbers as may be specified by like notice to the other Party. Any notice involving non-performance, termination or renewal shall be sent by hand delivery, recognized overnight courier or, within the United States, via certified mail, return receipt requested. All other notices may also be sent by facsimile, confirmed by first class mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or similar electronic transmission method with confirmation of successful transmission; one working day after it is sent, if sent by recognized overnight courier; and three days after it is postmarked, if mailed first class mail or certified mail, return receipt requested, with postage prepaid.

(b) This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement. This Agreement may be executed by facsimile signature or electronic media (including PDF) and each Party may fully rely upon such execution. This Agreement shall be fully enforceable against a Party which has executed this Agreement by facsimile or electronic media (including PDF).

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

(d) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated.

(e) This Agreement and the exhibits and schedules referenced or attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any Person other than the Parties any rights or remedies hereunder.

(f) If any terms or other provision of this Agreement or the schedules or exhibits hereto shall be determined by a court, administrative agency or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent permitted under applicable law.

(g) The Parties shall execute such additional agreements between the Parties and/or their respective Affiliates as may be reasonably necessary to effectuate the intent of this Agreement.

(h) This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including any purchaser of the Garage Premises, except in connection with an Unpermitted Transfer. The rights of Licensee and the obligations of City shall run with the land during the Term of this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(i) This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the Parties.

(j) No failure or delay on the part of either Party in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

(k) Either Party may record a memorandum of this Agreement provided that the economic terms herein are not disclosed in such memorandum.

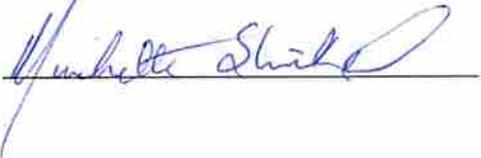
(l) Ambiguities in this Agreement, if any, shall not be construed against the Licensee or the City.

(m) This Agreement is expressly contingent upon the City Council's approval authorizing this Agreement to be executed by the City Manager. Such approval is in the City Council's sole and exclusive discretion.

(n) Licensee acknowledges that this Agreement is a public document and is subject to public release as required by the South Carolina Freedom of Information Act.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**WITNESSES AS TO LICENSEE:**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**LICENSEE:**

HALLMARK HOMES INTERNATIONAL, INC.

By:   
\_\_\_\_\_  
Name: G. David Tuttle  
Title: President

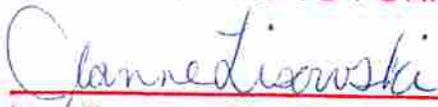
**WITNESSES AS TO CITY:**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**CITY:**

CITY OF COLUMBIA, SOUTH CAROLINA

By:   
\_\_\_\_\_  
Name: Teresa B. Wilson  
Title: City Manager

APPROVED AS TO FORM  
  
\_\_\_\_\_  
Legal Department City of Columbia, SC