

ORDINANCE NO.: 2015-089

*Authorizing the City Manager to execute a Lease between the
City of Columbia and The Free Medical Clinic for Parcel D,
Portion of Richland County TMS #11408-12-01A at 1875 Harden Street*

BE IT RESOLVED by the Mayor and City Council this 15th day of December 2015, that the City Manager is authorized to execute the attached Lease, or on a form approved by the City Attorney, between the City of Columbia and The Free Medical Clinic for the lease of the underlying property known as Parcel D being a portion of Richland County TMS #11408-12-01A at 1875 Harden Street under the terms contained therein.

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



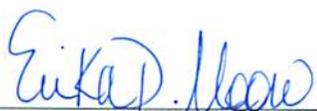
City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 12/1/2015

Final Reading: 12/15/2015

6. **Indemnification and Hold Harmless.** Lessor shall not be liable for and Lessee shall indemnify, defend and hold harmless the Lessor, its employees and agents, from any loss, injury, death, damage, fine, or penalty resulting from or arising out of the Premises and/or the Lessee's, Lessee's employees', agents', invitees', permittees', or visitors' use and/or occupancy of the Premises. Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now located on or hereafter placed or built upon the Premises from any cause arising at any time.

7. **Liens.** Lessee shall keep all and every part of the Premises free and clear of any and all mechanics', material suppliers', tax, mortgage, judgment, and any other liens that could attach to the Premises and shall indemnify and defend the Lessor, the Premises and all buildings and improvements on the Premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the Premises.

8. **Utilities.** Lessee shall fully and promptly pay for all water, sewer, gas, electric, telephone, and all other public utilities service of any kind furnished to the Premises throughout the Term of this Lease. Lessor shall have no responsibility of any kind for the provision or payment of any utilities to the Premises, except those provided by the City in the normal course of its business.

9. **Right of Entry.** Lessor shall, at all times, have the right of access to the Premises for the purpose of inspecting the premises, without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises occasioned by the entry.

10. **Use.** Lessee shall use the Premises only as a free medical clinic for the benefit of the public. If Lessee's eleemosynary purpose or nature of use of the Premises changes at any time during the Term of this Lease, Lessor shall have the right to immediately terminate this Lease.

11. **Term.** The initial term of this lease shall be for five (5) years, commencing on the date of full execution of this Lease. The parties may extend the term of this Lease for two (2) five (5) 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.

12. **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.

13. **Prohibited Uses.** Lessee shall not use, or permit the Premises, or any part thereof, to be

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.

18. 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.

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

20. 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.

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

WITNESSES:

[Signature]
[Signature]

CITY OF COLUMBIA

BY: [Signature]
Teresa B. Wilson
Its: City Manager

THE FREE MEDICAL CLINIC, INC.

[Signature]
Angela H. Danahoe

BY: [Signature]
Print Name: Freddie Strange
Its: Executive Director

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC

used for any purpose or purposes other than the purpose or purposes for which the Premises are hereby leased. Lessee shall not allow any nuisance to be committed upon the Premises.

14. **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.

15. **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: Freddie Strange Executive Director, The Free Medical Clinic, Inc. PO Box 4616 Columbia, South Carolina 29240	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.

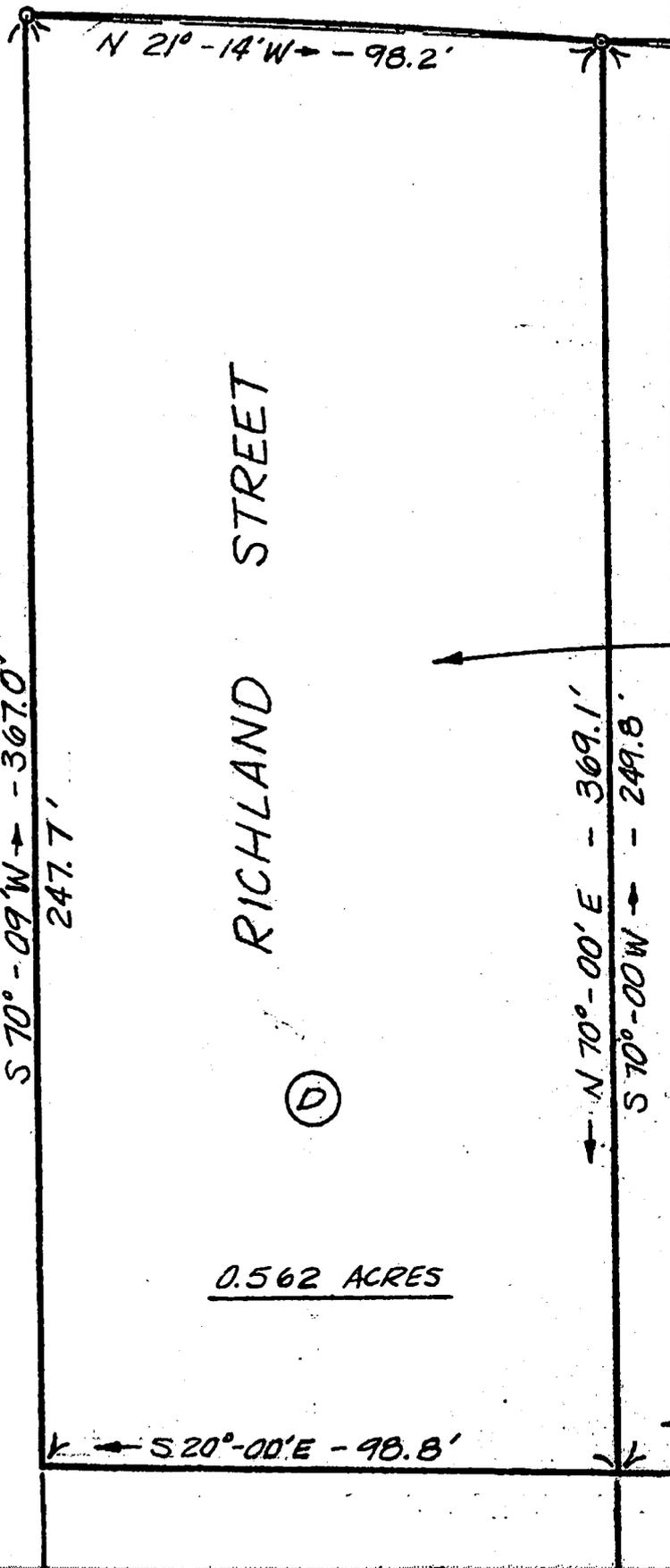
16. **Notice of Default and Waiver.** Lessee shall not be deemed to be in default hereunder unless Lessor shall first give to Lessee thirty (30) days written notice of such default, and Lessee fails to cure such default within such thirty day period, or, if the default is of such a nature that it cannot 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.

17. **Hazardous Substances; Restrictions on Lessee.** Except for routine medical waste generated by a licensed medical clinic, Lessee shall not cause or permit any hazardous substances to be 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

Exhibit A

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown as Parcel D on plat prepared for the City of Columbia (Harden and Calhoun Street property) by the City of Columbia, Department of Engineering, dated April 12, 1979 and recorded in the Richland County RMC Office in Deed Book D-509, Page 140, also being shown on a plat prepared for Columbia Free Medical Clinic by Baxter Land Surveying Company, Inc. dated April 10, 1992, to be recorded, and having the following metes and bounds:

Beginning at an iron on the western edge of the right-of-way of Harden Street, approximately 417.2 feet from its point of intersection with Calhoun Street and running South $69^{\circ}58'40''$ West for a distance of 119.30' to a point in brick pile, this being the POINT OF BEGINNING; thence turning and running South $19^{\circ}56'15''$ West for a distance of 98.81 feet to an iron; thence turning and running South $70^{\circ}07'15''$ West for a distance of 247.70 feet to an iron; thence turning and running North $20^{\circ}51'50''$ West for a distance of 98.20 feet to an iron; thence turning and running North $69^{\circ}58'40''$ East for a distance of 249.29 feet to the point of beginning, be all measurements a little more or less.



N 21°-14'W - 98.2'

RICHLAND STREET

S 70°-09'W - 367.0'

247.7'

(D)

0.562 ACRES

N 70°-00'E - 369.1'

S 70°-00'W - 249.8'

S 20°-00'E - 98.8'