

RESOLUTION NO.: R-2015-101

Authorizing the City Manager to execute a Third Amendment to Lease Agreement between the City of Columbia and National Railroad Passenger Corporation, a District of Columbia Corporation for lease of the Amtrak Station

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BE IT RESOLVED by the Mayor and City Council this 1st day of December, 2015, that the City Manager is authorized to execute the attached Third Amendment to Lease Agreement, or on a form approved by the City Attorney, between the City of Columbia and National Railroad Passenger Corporation, a District of Columbia Corporation for lease of the Amtrak Station from January 15, 2016 to January 15, 2019.

Requested by:

City Manager _____



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 12/1/2015

Final Reading: 12/1/2015

**THIRD AMENDMENT TO LEASE
(Resolution No.: R-2015-101)**

This Second Amendment to Lease is made this ____ day of _____, 2015, by and between the City of Columbia (hereinafter "Lessor") and National Railroad Passenger Corporation, a District of Columbia Corporation (hereinafter "Lessee").

WHEREAS, the parties hereto executed a Lease Agreement dated March 8, 1991, a copy of which is attached hereto and incorporated herein by reference, for certain premises located in Columbia, South Carolina (the "Lease"); and,

WHEREAS, in accordance with the terms and conditions provided for in said Lease the Lessee has subsequently renewed the Lease, copies of which are attached hereto and incorporated herein by reference; and,

WHEREAS, the renewals provided for in the Second Amendment to Lease expire as of January 15, 2016; and,

WHEREAS, Lessee and Lessor desire to enter into this Third Amendment to Lease to extend the term;

NOW, THEREFORE, for due and adequate consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 2 of the Lease is hereby amended to extend the lease term commencing as of January 15, 2016 and ending on January 15, 2019, unless sooner terminated, should Lessee's rail passenger service to Columbia, South Carolina cease or terminate.

2. All other terms of the Lease, First Amendment to Lease and Second Amendment to Lease are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF the duly authorized representatives of the Lessor and Lessee have caused this Second Amendment to Lease to be executed as of the day and year first above written.

WITNESSES:

[Signature]
[Signature]

CITY OF COLUMBIA

BY: *[Signature]*
Teresa B. Wilson
ITS: City Manager

NATIONAL RAILROAD PASSENGER CORPORATION

BY: _____
ITS: _____

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

VIA FEDERAL EXPRESS



September 1, 2015

Ms. Teresa Wilson
City Manager
City Hall
P.O. Box 147
Columbia, SC 29217

Re: Lease Renewal/Columbia, SC Train Station

Dear Ms. Wilson:

Please accept this letter as notice of Amtrak's intention to exercise its first of three options to renew the term of the Station Lease between the City of Columbia and National Railroad Passenger Corporation, as amended by a Second Amendment to Lease between Amtrak dated December 4, 2012, at the above-referenced location. The renewal term will be for a period of three (3) years commencing on January 15, 2016 and expiring on January 15, 2019. This renewal term shall be governed by the same terms and conditions contained in the Lease.

On behalf of Amtrak, I look forward to continuing our relationship. Please feel free to contact Sandy Zibelman with any questions or concerns at 215.349.2770 or by e-mail at zibelms@amtrak.com.

Sincerely,

A handwritten signature in black ink that reads "B. Looloian". The signature is written in a cursive, slightly slanted style.

Bruce Looloian
Sr. Director, Real Estate Development
National Railroad Passenger Corporation
2955 Market Street
30th Street Station
Philadelphia, PA 19104

Cc: A. Mancini
T. Stennis

Columbia, SC
RED File #39-03-700/1

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease is made this 4th day of December, 2012, by and between the City of Columbia (hereinafter "Lessor") and National Railroad Passenger Corporation, a District of Columbia Corporation (hereinafter "Lessee").

WHEREAS, the parties hereto executed a Lease Agreement dated March 8, 1991, a copy of which is attached hereto and incorporated herein, for certain premises located in Columbia, South Carolina (the "Lease"); and,

WHEREAS, the Lessee renewed the Lease for a period of five years commencing January 15, 1996, in accordance with the terms and conditions provided in said Lease; and,

WHEREAS, by First Amendment to Lease dated October 16, 2000, a copy of which is attached hereto and incorporated herein, the Lessee amended the Lease to extend the term and provide for future renewals; and,

WHEREAS, the renewals provided for in the First Amendment to Lease shall expire as of January 14, 2013; and,

WHEREAS, Lessee and Lessor desire to enter into this Second Amendment to Lease to extend the term and provide for future renewals;

NOW, THEREFORE, for due and adequate consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 2 of the Lease is hereby amended to extend the lease term commencing as of January 16, 2013 and ending on January 15, 2016, unless sooner terminated, should Lessee's rail passenger service to Columbia, South Carolina cease or terminate.

2. Section 17 of the Lease is hereby deleted and the following is inserted: Lessee shall have the option to renew this Lease on the same terms and conditions for three (3) additional three (3) year terms. Lessee shall notify Lessor of its desire to renew this Lease at least sixty (60) days prior to the expiration of the initial term. Any further extension of the Lease shall be under such terms and conditions as may be agreed upon.

3. All other terms of the Lease and the First Amendment to Lease are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF the duly authorized representatives of the Lessor and Lessee have caused this Second Amendment to Lease to be executed as of the day and year first above written.

WITNESSES:

[Signature]
[Signature]

CITY OF COLUMBIA

BY:

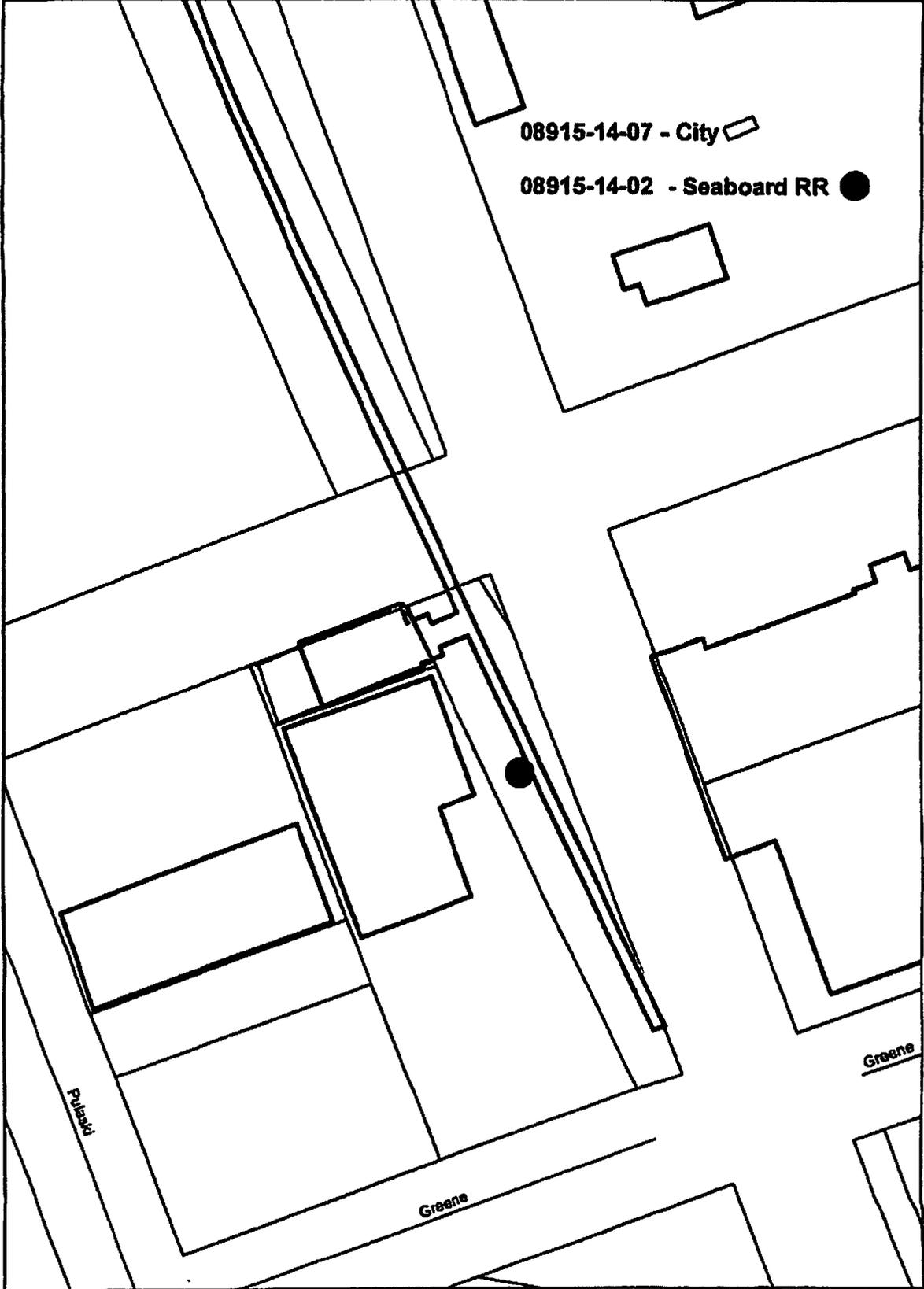
[Signature]
Steven A. Gantt
City Manager

ITS: City Manager

NATIONAL RAILROAD PASSENGER CORPORATION

BY:

[Signature]
ITS: AVP Real Estate Dev.



08915-14-07 - City 

08915-14-02 - Seaboard RR 

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FIRST AMENDMENT TO LEASE

This First Amendment to Lease is made this 16th day of October, 2000, by and between the City of Columbia (hereinafter "Lessor") and National Railroad Passenger Corporation, a District of Columbia Corporation (hereinafter "Lessee").

Whereas, the parties hereto executed a lease agreement dated March 8, 1991 for certain premises located in Columbia, SC (the "Lease").

Whereas, the Lessee renewed the Lease for a period of five years commencing January 15, 1996, in accordance with the terms and conditions provided in said Lease.

Whereas, the parties desire to amend the Lease to extend the term and to provide for future renewals.

Now, therefore, for due and adequate consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 2 of the Lease is hereby amended to extend the lease term commencing as of 1/15/01 and ending on 1/14/04, unless sooner terminated, should Lessee's rail passenger service to Columbia, SC cease or terminate.
2. Section 17 of the Lease is hereby deleted and the following is inserted: Lessee shall have the option to renew this Lease on the same terms and conditions for three (3) additional, three (3) year terms. Lessee shall notify Lessor of its desire to renew this Lease at least sixty (60) days prior to the expiration date of the initial term. Any further extension of this Lease shall be under such terms and conditions as may be agreed upon.
3. All other terms of the Lease are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the Lessor and Lessee have caused this Amendment to be executed as of the day and year first above written.

CITY OF COLUMBIA

By: Michael A. Beirn

Title: City Manager

NATIONAL RAILROAD PASSENGER CORPORATION

By: Sally Bellet
Sally Bellet

Title: _____

Counsel to President - NEC
Vice President Real Estate Development

ATTEST

Peggy S. Paulard

ATTEST

1991-0933

NATIONAL RAILROAD PASSENGER CORPORATION

AND

THE CITY OF COLUMBIA, SOUTH CAROLINA

STATION LEASE

1. PARTIES AND PREMISES: The City of Columbia with a mailing address of P. O. Box 147, Columbia, South Carolina, 29217, (hereinafter called "Lessor"), which expression shall include its successors and assigns where the context so admits, does hereby lease to the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and operating as a District of Columbia corporation with offices at 60 Massachusetts Avenue, N. E., Washington, D. C. 2002 (hereinafter called "Lessee"), which expression shall include its successors and assigns where the context so admits, and Lessee hereby leases the following described premises: See Schedule A attached.

2. TERM: This lease shall commence on January 15, 1991, and terminate on January 14, 1996, unless sooner terminated, upon thirty (30) days written notice should Lessee's rail passenger service to Columbia relocate or cease.

3. RENT: Lessee shall pay to Lessor rent at the rate of One and No/100 (\$1.00) Dollars per year in advance.

4. USE: Lessee shall use the leased premises only for the purpose of an Amtrak passenger station for use in connection with Lessee's railroad operations adjacent to the leased premises.

5. COMPLIANCE WITH LAWS: Lessee acknowledges that no trade or occupation shall be conducted on the leased premises or use made thereof which ~~will~~ is unlawful, improper, excessively noisy, offensive, or contrary to any applicable law, municipal law or ordinance in force in the City of Columbia.

6. HOURS OF OPERATION: Lessee shall have the right to keep the leased premises open at all such times as it desires.

7. ASSIGNMENT-SUBLEASING: Lessee shall not assign or sublet the whole or any part of the leased premises without Lessor's prior written consent.

8. LESSOR'S ACCESS: Lessor or its agents may, at reasonable times, enter to inspect ~~view~~ the leased premises.

9. INDEMNIFICATION: Lessee is a self-insurer and shall indemnify and hold

which will not be unreasonably be withheld.

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return receipt requested, postage prepaid, addressed to Lessor at such address as Lessor may from time to time advise in writing.

16. SURRENDER: Lessee shall at the expiration or other termination of this Lease remove all Lessee's goods and effects from the leased premises. Lessee shall deliver to Lessor the leased premises and all alterations and additions made to or upon the premises in the same condition as they are at the commencement of the term, or as they were put in during the term thereof, reasonable wear and tear and damage by fire or other casualty excepted. In the event of Lessee's failure to remove any of Lessee's property at Lessee's expense within thirty (30) days of expiration or termination thereof, Lessor may retain same under Lessor's control or sell at public sale, without notice, any or all of the property not so removed and apply the net proceeds of such sale to the payment of any sum due hereunder, or destroy such property.

17. RENEWAL; Lessee shall have the option to renew this Lease on the same terms and conditions for one (1) additional five (5) year term, subject to Lessor's approval which shall not be unreasonably withheld, delayed, or conditioned. Lessee shall notify Lessor of its desire to renew this lease at least sixty (60) days prior to the expiration date of the initial term. Any further extension of this Lease shall be under such terms and conditions as may be agreed upon.

IN WITNESS WHEREOF, lessor and Lessee have hereunto set their hands and common seals as of March 8, 1991.

WITNESS

James O. Mezey
James V. O. Mezey

LESSOR

The City of Columbia, South Carolina

By Mike S. Bradley

Title City Manager

WITNESS

LESSEE

National Railroad Passenger Corporation

By Tony DeAngelis

Vice President Real Estate and Operations Development

Lessor harmless against any claims for injury or damage to persons or property arising on the leased premises by reason of the negligence or carelessness of Lessee, its agents, servants, employees, invitees, licensees, or contractors. Lessor shall hold Lessee harmless to the extent permitted by law against any claims for injury or damage to persons or property arising on the the leased premises by reason of the negligence or carelessness of Lessor, its agents, servants, or employees.

10. QUIET ENJOYMENT: Lessor agrees that it will not interfere with Lessee's quiet and peaceful enjoyment of the leased premises or with that of Lessee's patrons and invitees.

11. UTILITIES: Lessee shall pay to the provider all electricity, gas, water, sanitation charges, and any other utility expenses of Lessee.

12. MAINTENANCE AND REPAIRS: Lessor shall be responsible for the maintenance and repair of the exterior of the building, driveways, sidewalks, parking lots, common areas, structural and electrical system of the building. Lessee agrees to allow Lessor access to the leased premises at any reasonable hour in order for Lessor to make necessary repairs.

13. WAIVER OF SUBROGATION: Lessor waives all rights of recovery against Lessee, its subtenants, agents and employees for any loss or damage to the property of Lessor located on the leased premises or comprising a part thereof, resulting from fire or other causes which are covered by fire and extended coverage insurance regardless of whether the loss or damage is due to negligence or otherwise. Lessee waives all rights of recovery against Lessor, its subtenants, agents, and employees of Lessor for loss or damage to the property of Lessee located on the leased premises, resulting from fire or other causes which are normally covered by fire and extended coverage insurance regardless of whether the loss or damage is due to negligence or otherwise.

14. SIGNS: All signs erected, placed or maintained by Lessee, or allowed to be erected, placed, or maintained by it, on the leased premises must be first approved by Lessor and shall relate to the business conducted by Lessee on the leased premises. Lessee agrees to keep its signs on the leased premises in a good state of repair and to save the Lessor harmless from any loss or damage resulting from the erection, maintenance, existence, or removal of any of Lessee's signs. Lessee shall not place any sign on the leased premises in violation of any applicable law, ordinance or rule of any governmental agency.

15. NOTICE: Any notice from Lessor to Lessee relating to the leased premises or to the occupancy thereof shall be deemed duly served if mailed to Lessee at 60 Massachusetts Avenue, N. E., Washington, D. C. 2002 (Attention: Real Estate Department) by registered or certified mail, return receipt requested, postage prepaid. Any notice from Lessee to Lessor relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to Lessor by registered or certified mail,

