

ORIGINAL
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RESOLUTION NO.: R-2009-087

Authorizing the Interim City Manager to execute a First Amendment to Lease Agreement between the City of Columbia and Palmetto Place Equities, LLC for lease of 2638 Two Notch Road, Suite 208 for use as a Police Substation

BE IT RESOLVED this by the Mayor and City Council this 16th day of December, 2009, that the Interim City Manager is authorized to execute the attached First Amendment to Lease Agreement between the City of Columbia and Palmetto Place Equities, LLC, for lease of 2638 Two Notch Road, Suite 208, for use by the Police Department as a Substation.

Requested by:

Tandy Carter, Police Chief



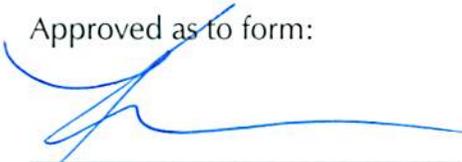
Mayor

Approved by:



Interim City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 12/16/2009

Final Reading: 12/16/2009

2009-0142

**FIRST AMENDMENT
TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT, ("First Amendment") made the date as so specified hereinbelow, by and between Palmetto Place Equities, LLC, successor in interest to Congaree I, LLC ("Landlord") and, City of Columbia, ("Tenant");

WHEREAS, Landlord and Tenant entered into a Lease Agreement, ("Lease"), dated the 25th day of July, 2004, for premises ("Demised Premises") known as 2638 Two Notch Road (the "Building", the "Property"), Suite 208, Columbia, South Carolina, 29204, and ;

NOW THEREFORE, the parties for considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution hereof, as follows:

1. Article B. ("Term and Delivery of Demised Premises") shall be amended to reflect an extension of the Lease Term for a period of approximately sixty-four and one-half (64.5) months from August 16, 2009 and expiring at 11:59pm (local time) the last day of December 2014.
2. Article C., Section . ("Rent") shall be amended to reflect that Tenant covenants and agrees to pay as rental to Landlord the sum of Fifty Dollars (\$50.00) upon execution of this First Amendment to Lease Agreement, said sum in lawful money of the United States and to be considered as full consideration for the term of this Lease as extended herein.
3. At anytime following 11:59PM (local time), February 28, 2011, Tenant may terminate this Lease by providing Landlord no less than ninety (90) days notice in advance of the date Tenant intends to so terminate this Lease ("Termination Date"). Termination Date shall be no date that precedes 11:59PM (local time), February 28, 2011.

THIS AGREEMENT, by reference to the above stated Lease Agreement, and any and all Lease Amendments thereto shall, when fully executed, form a part thereof; and

ALL OTHER TERMS AND CONDITIONS, of the Lease Agreement and any and all Lease Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as of the 18th day of December, 2009.

ATTEST:

Sharon Deeford
Matthew C. [Signature]

LANDLORD: Palmetto Place Equities, LLC

By: [Signature]
 Title: Member
 Date: 12/23/09

[Signature]
Robert D. Cooper

TENANT: City of Columbia
 By: [Signature]
 Title: Interior City Mgr.
 Date: 12.18.09