

RESOLUTION NO.: R-2013-031

ORIGINAL  
STAMPED IN RED

*Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and Columbia Development Corporation for lease of a portion of 1042 Adeline Drive to be used by the Columbia Police Department and Columbia Parks and Recreation Department*

BE IT RESOLVED by the Mayor and City Council this 19th day of March, 2013, that the City Manager is authorized to execute the attached Lease Agreement between the City of Columbia and Columbia Development Corporation for lease of a portion of 1042 Adeline Drive to be used by the Columbia Police Department and Columbia Parks and Recreation Department.

Requested by:

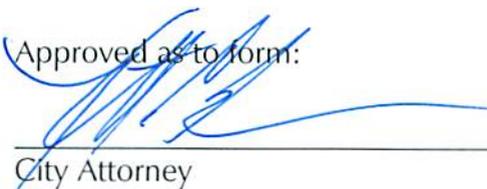
General Services Division \_\_\_\_\_

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 3/19/2013

Final Reading: 3/19/2013

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

LEASE AGREEMENT

This Lease Agreement made by and between Columbia Development Corporation (“Landlord”) and the City of Columbia (“Tenant”).

Whereas, the Landlord is the owner of property located at 1042 Adeline Drive, Columbia, South Carolina; and,

Whereas, the City desires to lease a portion of that property and the Landlord agrees to said lease;

Now, therefore, 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 (“Premises”) are the property and improvements located at 1042 Adeline Drive, Columbia South Carolina, consisting of approximately 1.88 acres and having three (3) buildings, as shown more clearly on the attached Exhibit A, which is incorporated herein by reference; LESS and not including that 140’ X 120’ area at the rear of the property that is being used for farming by City Roots.

2. **Term.** This lease shall commence when signed by both parties and shall continue until terminated by one of the parties.

3. **Rental Amount.** Tenant shall pay to Landlord a one-time payment of One and no/100 (\$1.00) Dollar as rent for the full term of this lease.

4. **Use of Leased Premises.** Tenant may use the leased premises for such purposes as are allowed by law and which are not inconsistent with the other provisions of this lease. Office Building 1, shown on Exhibit A as consisting of Suites A, B and C, will be occupied by the City of Columbia Police Department (“CPD”). Office Building 2, shown on Exhibit A as Suite D, and the third building shown on Exhibit A as warehouse, storage and covered storage space, will be occupied by the City of Columbia Parks and Recreation Department (“P&R”). CPD may set up a dog training facility on the property, including fences, dog runs and other facilities needed or desirable for that purpose. Either or both departments may use the property to

store equipment or other items. All uses must be conducted in a neat and orderly manner and in compliance with zoning laws. Tenant shall take care to not disturb or prevent access to the farming operation of City Roots, including use of pesticides or the training of dogs in the farming area.

5. **Utility Services.** Tenant shall pay for all water, electricity and other utilities consumed by Tenant on the premises during the term. If there are separate meters, CPD and P&R shall each pay for their use from their budgets. If there is only one meter, they shall pay their prorata share of the bill based upon the relative square footage of the structures that they occupy.

6. **Repairs and Maintenance.** Tenant accepts the Premises in their present condition as suited for their intended use. Tenant shall, at Tenant's sole expense, maintain the interior of the leased premises in good repair, reasonable wear and tear excepted, and Tenant shall at its own cost and expense make all necessary repairs to those improvements. Except in cases in which the need for repair stems from damage caused by the Tenant and its employees, Tenant may terminate the lease instead of making repairs if, in Tenant's sole discretion, Tenant determines that the cost of the repair outweighs the benefit of leasing the space.

7. **Signs.** Tenant may erect and maintain suitable signs on the leased Premises. The signs shall be of a size, style and type and in such location as the Landlord may approve, which approval shall not be unreasonably withheld.

8. **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.

9. **Taxes.** Real property taxes are not currently assessed against the property. If that should change, Tenant may pay the taxes or terminate the lease.

10. **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, each party shall have the option to terminate the lease or for it to continue in full force and effect. If the lease is not terminated, the Landlord shall restore the property and improvements to the condition that existed prior to the loss as quickly as is reasonably practicable.

11. **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. 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.

12. **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 Tenant may 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 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.

13. **Termination Without Cause.** Either party may terminate this lease without cause upon ninety (90) days written notice to the other party.

14. **Right of Entry by Landlord.** Tenant at any time during this lease term shall permit inspection of the Premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the Premises. Landlord may not, however, thereby unnecessarily interfere with the use of the Premises by Tenant.

15. **Surrender of Premises.** Tenant agrees to deliver all keys and surrender the Premises at the expiration, or sooner termination, of this lease, broom-clean in the same condition as when the Premises were delivered to the Tenant, ordinary wear, tear and damage by the elements excepted and Tenant shall remove all of its property.

16. **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: Executive Director  
Columbia Development Corporation  
911 Lady Street, Suite C  
Columbia, SC 29201

Tenant: City Manager  
City of Columbia  
PO 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.

17. **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.

18. **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.

19. **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:

Cheri M. Sutton  
Robert D. Cooper

LANDLORD: COLUMBIA DEVELOPMENT CORPORATION

By: Jed DeLo

Its: Executive Director

Date: 4/9/13

WITNESSES:

Erika D. Moore  
Ashley M. Jenkins

TENANT: CITY OF COLUMBIA

By: Teresa B. Wilson  
Teresa B. Wilson

Its: City Manager

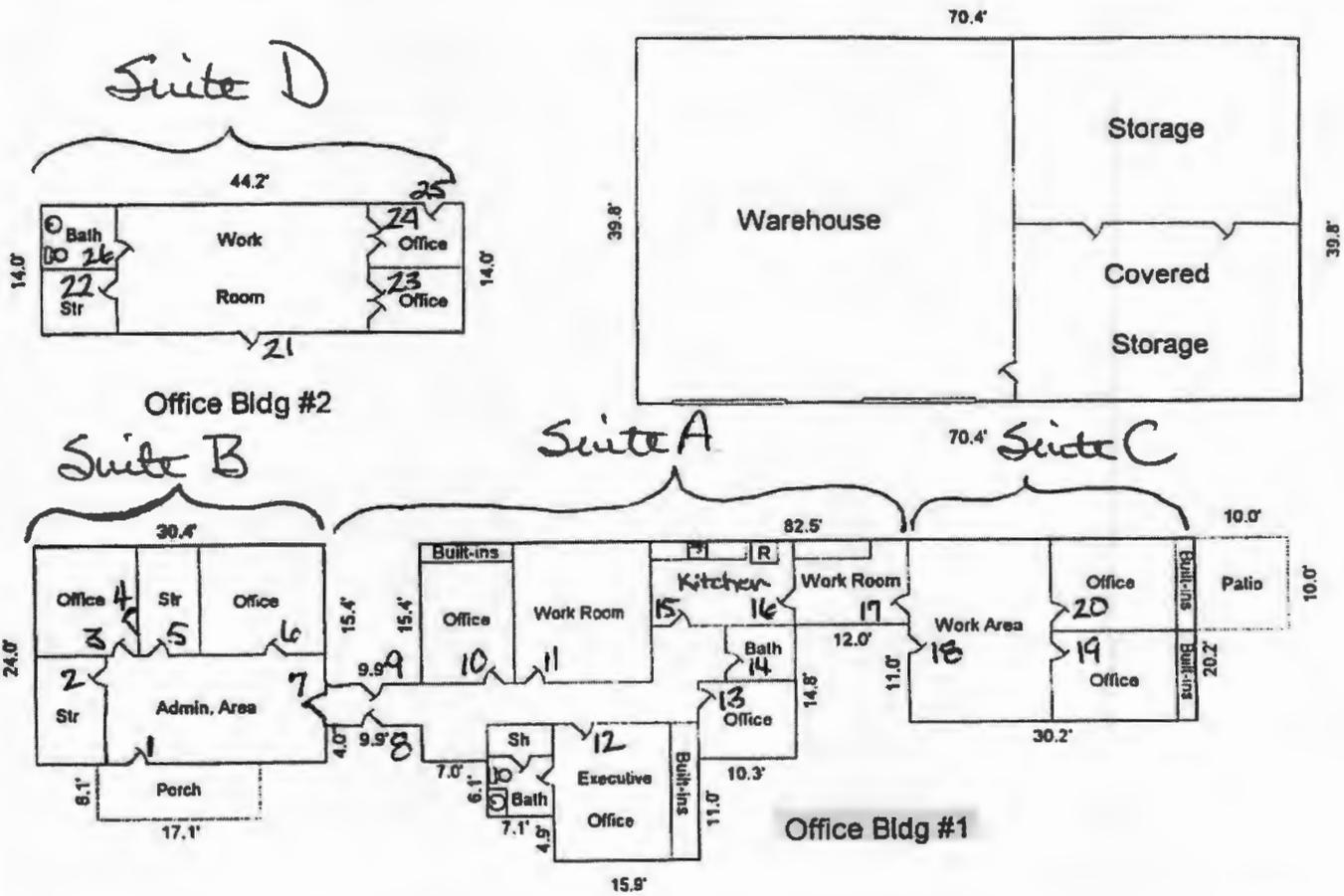
Date: 3-27-2013

# SKETCH/AREA TABLE ADDENDUM

31A

File No 02-100

SUBJECT	Property Address	1042 Adaline Drive						
	City	Columbia	County	Richland	State	SC	Zip	29206
	Borrower	N/A						
	Lender/Client	N/A						
	Appraiser Name	Rosen Appraisal	Appr Address	P O Box 28, Columbia, SC 29202				



Scale: 1 = 20

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Totals
GBA1	Office Bldg #1	2680.99	
	Office Bldg #2	618.80	3299.79
P/P	Patio	100.00	
	Canopy	104.31	204.31
OTH	Warehouse/Storage	2801.92	2801.92
<b>TOTAL BUILDING (rounded)</b>			<b>3300</b>

BUILDING AREA BREAKDOWN			
Breakdown		Subtotals	
<b>Office Bldg #1</b>			
6.1 x	23.0		140.30
4.9 x	15.9		77.91
9.2 x	82.5		759.00
11.0 x	30.2		332.20
14.8 x	40.3		596.44
4.6 x	9.9		45.54
24.0 x	30.4		729.60
<b>Office Bldg #2</b>			
14.0 x	44.2		618.80
<b>8 Areas Total (rounded)</b>			<b>3300</b>