

ORDINANCE NO.: 2007-029

Authorizing execution of a Lease Agreement between the City of Columbia and State of South Carolina for 3.98 acres near the State Museum for parking

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STAMPED IN REC

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this 16th day of May, 2007, that the City Manager is hereby authorized to execute the attached Lease Agreement between the City of Columbia and State of South Carolina for the lease of 3.98 acres located on the south side of Hampton Street near the State Museum for parking.

Requested by:


MAYOR

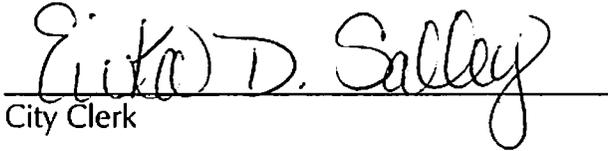
Approved by:


City Manager

Approved as to form:


Interim City Attorney

ATTEST:


City Clerk

Introduced: 5/2/2007
Final Reading: 5/16/2007

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LEASE AGREEMENT

This Lease Agreement is made as of the _____ day of _____, 2007, by and between the City of Columbia ("City") and the State of South Carolina ("State").

AGREEMENT

The City hereby grants and leases unto the said State, subject to the terms and conditions herein set forth and enumerated, the following described property (the Premises"):

All that piece, parcel or lot of land, situate, lying and being on the south side of Hampton Street in the City of Columbia, County of Richland, State of South Carolina, containing approximately 3.98 acres and being more particularly shown and designated as Parcel B on a plat prepared by Johnson, Knowles, Burgin and Bouknight, Inc. for the South Carolina Department of Corrections, dated May 24, 1988, and recorded in Plat Book 55 at Page 6879, in the Office of the RMC for Richland County.

TO HAVE AND TO HOLD the said Premises unto the State, its successors and assigns, subject to the following terms and conditions:

1. Term and Termination. The term of the Lease shall commence on the date of execution thereon, and shall extend until either party terminates this Lease at any time upon one hundred eighty (180) days written notice to the other.
2. Rent. The State shall pay the City rent at the rate of One Dollar (\$1.00) per year, payable yearly on the 15th day of January.
3. Access and Use of Premises. Access to the Premises shall be from Washington Street or its extension and from the adjacent property owned by SCE&G to the east of the Premises. The State shall use the Premises only for parking.
4. Premises "As Is". The Premises are accepted by the State in its "as is" condition.
5. Canal Front Construction. Once construction of Canal Front begins, upon request by the City, approximately the lower (western) half of the 3.98 acre tract shall be available to the City's contractor for the duration of construction of Canal Front and the State's use for parking during construction shall be restricted to approximately the upper (eastern) half of the tract.
6. Maintenance and Improvements to the Premises. The State agrees to maintain the Premises in good condition and to keep it clear of litter and debris. The State shall have the right to make improvements to the Premises so as to upgrade its usage for vehicle parking. Any such improvements shall be made at State's expense. Upon termination of this Lease, all permanent improvements shall become the City's property.
7. Surrender of Possession. Upon termination of this Lease, the State shall peacefully surrender possession to the City.

8. Notice. 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 City: Charles P. Austin, Sr.
City Manager, City of Columbia
1737 Main Street
Columbia, SC 29201

To State: M. Richbourg Roberson
Director, General Services Division
State Budget and Control Board
1201 Main Street, Suite 420
Columbia, SC 29201

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.

9. Assignment and Subletting. Neither party will assign its rights under this Lease without the other party's prior written consent.

10. Miscellaneous.

A. Any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the Parties.

B. The captions of the various section of this Lease have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Lease.

C. The validity, interpretation and effect of this Lease are governed by and will be construed in accordance with the laws of the State of South Carolina.

D. The State shall insure that all construction and improvements undertaken in the provisions of this Lease meet all applicable local, State, or Federal health and safety and environmental laws.

E. Whenever under this Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

F. If any paragraph, section, subsection, provision, sentence, clause or portion of this Lease is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, subsection, provision, sentence, clause or portion of this Lease; and any such affected portion or provision shall be modified, amended or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and to this Lease, and the parties hereby declare that they

would have agreed to the remaining parts of this Lease if they had know that such provisions or portions hereof would be determined to be illegal, invalid or unenforceable.

G. This Lease constitutes the entire understanding of the parties and supersedes any prior oral or written agreements with respect to the subject matter hereof.

IN WITNESS WHEREOF, the City and the State have executed this Lease as of the date first above written.

WITNESS:

Edward D. Salley

CITY OF COLUMBIA

By: Charles P. Austin, Sr.
Charles P. Austin, Sr., City Manager

STATE OF SOUTH CAROLINA,
BY AND THROUGH THE
BUDGET AND CONTROL BOARD

By: _____
M. Richbourg Roberson, Director
General Services Division

APPROVED BY
CITY OF COLUMBIA
LEGAL DEPT.