

ORDINANCE NO.: 2009-116

ORIGINAL  
STAMPED IN RED

*Authorizing the Interim City Manager to execute a Third Amendment to Lease Agreement with Branch Banking and Trust Company (BB&T) for 3905 Ensor Avenue (Lutheran Survey Building)*

BE IT ORDAINED by the Mayor and City Council this 16th day of December, 2009, that the Interim City Manager is authorized to execute the attached Third Amendment to Lease Agreement with Branch Banking and Trust Company (BB&T) for 3905 Ensor Avenue (Lutheran Survey Building).

Requested by:

Collections



Mayor

Approved by:



Interim City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 12/2/2009

Final Reading: 12/16/2009

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND ) THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease (hereinafter "Third Amendment") is made and entered into this 16 day of DECEMBER, 2009 by and between the **CITY OF COLUMBIA** (hereinafter "Lessor") and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a certain Lease Agreement dated November 29, 2004; as extended by letter dated October 7, 2005; by letter dated September 19, 2006; by First Amendment dated October 3, 2008; and by Second Amendment dated November 29, 2008 (collectively the "Lease"), for certain premises known as 3905 Ensor Avenue (Lutheran Survey Building) in the City of Columbia, County of Richland, State of South Carolina, as more particularly described herein (there is no more particularly described herein); and,

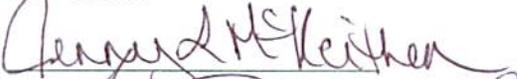
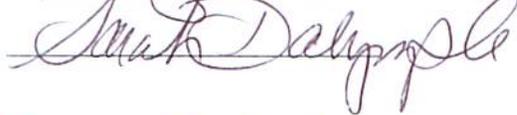
WHEREAS, Lessee has elected to extend the Term of the Lease for a period of one (1) year commencing on November 29, 2009 and expiring on November 28, 2010. Lessor and Lessee also desire to provide for two (2) additional renewal periods of one (1) year each by written mutual agreement thirty (30) days prior to the expiration of the current term. If Lessor or Lessee does not agree to renew, the Lease Agreement shall end at the expiration date of the term of the Lease;

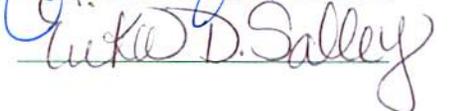
NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Rent for the period November 29, 2009 through November 28, 2010 shall be Two Hundred and No/100 (\$200.00) Dollars;
2. Lessor and Lessee may renew for two (2) additional periods of one (1) year each by written mutual agreement thirty (30) days prior to the expiration of the current term. If Lessor or Lessee does not agree to renew, the Lease Agreement shall end at the expiration date of the term of the Lease
3. Except as amended hereby, all the terms and provisions of the Lease are hereby ratified, reaffirmed and remain in full force and effect. In the event that there is a conflict between the terms and provisions of the Lease and the terms and provisions of this Third Amendment, the terms and provisions of this Third Amendment shall control.
4. Lessor and Lessee represent and warrant to each other that each has full authority to execute this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year first written above.

WITNESSES:

LESSEE: BRANCH BANKING AND TRUST COMPANY

BY:   
David Schulte  
ITS: Vice President

LESSOR: CITY OF COLUMBIA

BY:   
Steven A. Gantt  
ITS: Interim City Manager