

ORIGINAL
STAMPED IN RED

ORDINANCE NO.: 2011-037

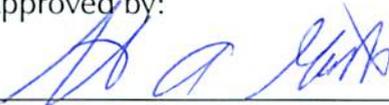
Authorizing the City Manager to execute a Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

BE IT RESOLVED by the Mayor and City Council this 24th day of May, 2011, that the City Manager is authorized to execute the attached Hunting Lease between the City of Columbia and Old Boy Properties, LLC.

Requested by:

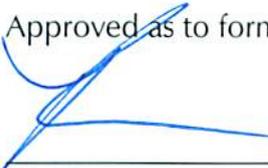

MAYOR

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:


City Clerk

Introduced: 5/17/2011
Final Reading: 5/24/2011

hunt doves and to plant, cultivate, and harvest crops thereon for the purpose thereof on the demised premises, subject to all seasons, bag limits, and other regulations as established by State law.

SECTION TWO

Term

The term of this Hunting Lease shall cover a one year period and commencing on April 1, 2011 and ending March 31, 2012.

SECTION THREE

Rent

Lessee shall pay to Lessors rent for the demised premises in the annual amount of \$2,500 (\$25.00 per acre per year for 100± acres). The \$2,500 rent payment shall be paid in one payment at the time of execution of this Lease.

As additional rental hereunder, Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the demised premises which Lessor demonstrates is the result of Lessee's use of the demised premises, and any sales tax imposed on the rent (except to the extent that Lessee is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the demised premises which Lessor demonstrates arises from the Lessee's improvements and/or Lessee's use of the Premises.

All rent, other than taxes, shall be paid to the City of Columbia at the office located at 1737 Main Street, Columbia, SC 29201. Lessee shall pay all taxes directly to the appropriate authority or authorities before any delinquency thereon shall occur, and shall deliver evidence of payment thereof to Lessor before said delinquency, without demand.

SECTION FOUR

Lessor's Obligations

Lessor agrees to the following terms as conditions of this Hunting Lease:

1. Lessor shall use the Property in a manner which is consistent with the rights granted to Lessee and will not interfere therewith this Hunting Lease.
2. Lessor shall comply with all applicable provisions of this Hunting Lease.

SECTION FIVE
Lessee's Obligations

Lessee agrees to the following terms as conditions of this Hunting Lease:

1. Lessee, its members and invitees or guests shall comply with all Federal and South Carolina game laws, and with all other laws which are applicable to their use of the demised premises.
2. The rights granted to Lessee in this Hunting Lease will be so exercised as not to injure, damage, or destroy any roads, trees, fences, or other improvements on the Property or the demises premises.
3. Lessee and its members shall keep all gates and cables on the demised premises closed at all times except when Lessee is actively using the property for the purposes of this Lease. Lessee shall not install gates or cables in such a manner as to restrict Lessor's access to the demises premises or the Property. Lessee shall provide keys to Lessor for all such gates and cables.
4. Lessee will insure that the Property is litter free and cleaned up after use.
5. Lessee shall not assign this Hunting Lease or sublet any part of the demised premises without the prior written approval of Lessor.

SECTION SIX
Default

Lessee agrees that in the event it shall fail to comply with any of the terms, conditions, or covenants of this Hunting Lease, and shall not cure such failure within thirty (30) days after written notice thereof by Lessor to Lessee, Lessor may terminate this Lease by giving to Lessee a notice of intention to terminate this Lease specifying a day not earlier than ten (10) days after the date on which such notice of intention is given, in addition to any other right or remedies which Lessor may have at law or in equity, which shall be deemed cumulative and not exclusive.

SECTION SEVEN
Right of Entry

Lessor reserve the right to enter on the demised premises at any time for the purpose of inspection or viewing the same or making repairs of improvements on or to the demised

premises, provided that such entry and activity shall not unreasonably interfere with the operations and occupancy of Lessee.

SECTION EIGHT
Indemnity and Insurance

1. LESSEE shall indemnify, defend, and hold Lessor harmless from and against any claim, liability, penalty, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement) or loss threatened, sustained or incurred by reason of, directly or indirectly, from (a) death or personal injury or property damage resulting from or arising out of the negligence or misconduct of LESSEE, its members, guests, invitees, employees, sublessees, contractors or agents; (b.) the construction, use, operation, condition or lack of repair of the Property or the demised premises at any time or times thereon; (c) any act or thing done or omitted to be done by Lessee, its members, guests, invitees, agents, employee, sublessees, or contractors; or (d) any failure on the part of Lessee to perform or comply with any of Lessee's covenants, obligations or liabilities hereunder.

2. Lessee shall procure and maintain throughout the term of this Hunting Lease general liability and property damage policies of insurance, at Lessee's sole cost and expense, insuring Lessor and Lessee against all claims, demands or actions arising out of or in connection with Lessee's use or occupancy of the demised premises, or as a result of the condition of the demised premises, with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence, and to be written by an insurance company(ies) satisfactory to Lessor. Lessee agrees that it will include Lessor as an additional insured under such policies of insurance. Lessee further agrees that Lessee will provide Lessor with a certificate of insurance as evidence of the insurance coverage as required pursuant to this paragraph. Lessee shall obtain a written obligation on the part of each insurance company to notify Lessor at lease ten (10) days prior to cancellation of such insurance. Such policies of duly executed certificates of insurance shall be promptly delivered to Lessor, and renewals thereof as required shall be delivered to Lessor at lease thirty (30) days prior to the expiration of the respective policy terms.

3. To the maximum extent provided by law, but without invalidating any such policy, Lessor and Lessee do hereby release and discharge the other and any officer, agent, employee, or representative thereof, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is

carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

SECTION NINE
General Provisions

1. This Hunting Lease and all the terms, covenants and conditions hereof shall be binding upon and injure to the benefit of the heirs, personal representatives, successors and assigns of both parties hereto in like manner as if each had been enumerated in every instance in which said parties are mentioned herein.
2. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina.

WITNESS THE SIGNATURES of the parties hereto on this 7th day of JUNE, 2011.

WITNESSES

Cari J. Anna
Dee Dee Fanning

LESSEE

Old Boy Properties, LLC

By: B. Deas Manning
Its: Managing Member

LESSOR

Cari J. Anna
Dee Dee Fanning

City of Columbia

By: Steven A. Gant
Its: City manager

