

A RESOLUTION

NO. 560-88

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE DEPARTMENT OF THE NAVY FOR THE NAVY RESERVE CENTER.

WHEREAS, this government has leased the Naval Reserve Center, located on 4th Avenue, to the Department of the Navy, executed in 1947; and,

WHEREAS, the Department of the Navy plans extensive remodeling of their buildings; and,

WHEREAS, the Department of the Navy has requested a modification to the existing lease to extend the U. S. Government's right of renewal for twenty-five years in accordance with the attached modification lease; and,

WHEREAS, either party may terminate by giving a sixty-day notice in writing.

NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:

I.

That the Mayor is hereby authorized to modify the existing lease for the Naval Reserve Center, located on 4th Avenue, for a period of July 1, 1989 through June 30, 2014.

II.

That a copy of said Lease Agreement is hereto attached and made a part of this Resolution.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 8th day of Nov, 1988; and adopted at said meeting by the affirmative vote of Ten members of said Council.

- Councilor Batastini voting YES .
- Councilor Chester voting YES .
- Councilor Hyles voting YES .
- Councilor Kendrick voting YES .
- Councilor Land voting YES .
- Councilor McClung voting YES .
- Councilor McDaniel voting YES .
- Councilor Peters voting YES .
- Councilor Rodgers voting YES .
- Councilor Strong voting YES .

Demuel N. Miller, Jr.
DEMUEL N. MILLER, JR., CLERK

James E. Jernigan
JAMES E. JERNIGAN, MAYOR

SIXTH MODIFICATION AGREEMENT
PERTAINING TO
LEASE NOy(R)-41731
BETWEEN
THE CITY OF COLUMBUS, GEORGIA
AND
THE UNITED STATES OF AMERICA

December THIS AGREEMENT, made and entered into this 23rd day of
1988, by and between THE CITY OF COLUMBUS, GEORGIA,
for itself, its successors and assigns, hereinafter called the
"Lessor", and THE UNITED STATES OF AMERICA, hereinafter called the
"Government":

W I T N E S S E T H:

WHEREAS, on 26 June 1947, the parties hereto entered into a certain indenture of lease designated as NOy(R)-41731, covering an area of land in Columbus, Georgia, for construction of a Naval Reserve Center; and,

WHEREAS, by FIRST Modification Agreement dated 1 October 1956, said Lease was modified to reserve to the Government title to all improvements to be placed on the land and the right to dispose of such improvements by sale or abandonment, to eliminate therefrom the obligation of the Government to perform any restoration of the premises and to further provide that the demised land may be used for "Governmental Purposes" rather than for "Naval Reserve" as recited in subject; and,

WHEREAS, by SECOND Modification Agreement dated 1 November 1965 said Lease was amended to provide for the right of renewal to 30 June 1977; and,

WHEREAS, by THIRD Modification Agreement it was proposed to delete from the leased premises a 14.0 foot wide strip of land lying south of the former south line of Fourth Street; and,

WHEREAS, by FOURTH Modification Agreement dated 17 September 1975 said Lease was amended to provide for the right to renewal to 30 June 1987; and,

WHEREAS, by FIFTH Modification Agreement dated 31 March 1987 said lease was amended to provide for the right to renewal to 30 June 1989; and,

WHEREAS, it is desired to further amend said Lease to extend the annual renewal privilege to 30 June 2014 and to allow termination by the Lessor.

NOW, THEREFORE, in consideration of the premises and the foregoing, it is agreed that effective 1 July 1989 said Lease NOY(R)-41731 is and shall be modified as follows:

1. Delete Paragraph 5. in its entirety and substitute in lieu thereof the following:

"5. This lease may, at the option of the Government be renewed from year-to-year at a rental of One Dollar (\$1.00) per annum, receipt acknowledged, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at lease thirty (30) days before said lease or any renewal thereof would otherwise expire; provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June 2014."

2. Delete Paragraph 12. in its entirety and substitute in lieu thereof the following:

"12. This lease may be terminated at any time by the Government upon giving sixty (60) days notice in writing to the Lessor. The lease may also be terminated by the Lessor, demanding vacancy only at the end of any renewal period, and upon at least one (1) year written notice to the Government; and further provided the City of Columbus, Georgia, will refund that pro rata share of funds expended, amortized over the twenty-five (25) year extension, not to exceed 1.5 million dollars on the Whole Center Repair Program (RC-18-85-RC-21-85). Any and all improvements made to the building or property under the terms of this agreement will be quit-claimed by the United States of America to Columbus, Georgia, if the lease is terminated. Improvements will be prorated from the date the lease is signed.

EXCEPT as herein or elsewhere modified, all terms and conditions of said Lease NOY(R)-41731 shall remain and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the day and year first above written.

Attest:
Samuel H. Miller, Jr.
Clerk of Council

THE CITY OF COLUMBUS, GEORGIA
By: James E. Ferrigno
Title: MAYOR

Approved as to form:
E. G. Pellegrino
City Attorney

THE UNITED STATES OF AMERICA
By: W. M. Robinson
Real Estate Contracting Officer
W. M. Robinson
Director of Real Estate

EXECUTION AUTHORIZED
By Resolution No. 560-88
Samuel H. Miller, Jr.
Clerk of Council