

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON) LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____ 20____ by and between, The City of Hartsville (hereinafter referred to as Lessee), and Saleeby Rentals Inc. and Fairfield Company Two Inc., (hereinafter referred to as Lessor).

WITNESSETH:

In consideration of the rents, covenants and agreements stated herein, the Lessor leases unto the Lessee and the Lessee leases from the Lessor the land and premises hereinafter described on the terms and conditions stated, to wit:

ARTICLE 1
DEMISED PREMISES

The demised premises are described or identified as:
Parking lot located at 146 West Carolina Avenue, Hartsville, South Carolina – consisting of approximately .176 (+/-) acres. Tax map number 056-06-03-069

ARTICLE 2
TERM

The original term of this Lease shall be for the period of ten (10) years and said term is to begin on January 1st, 2017 and terminate on December 31st, 2026. Lessee has the option to renew for a second term for a period of ten (10) additional years and said term is to begin January 1st, 2027 and terminate on December 31st, 2036, if both parties agree.

ARTICLE 3
LEASE RATE

Lessee shall pay to Lessors as rent for the demised premises Two Thousand (\$2,000.00) Dollars annually for the term of the lease.

Rental payment as above specified shall be due in advance on the first of each year, beginning January 1st, 2017. Lessee shall also be responsible for all Taxes upon invoice, Insurance, repairs and maintenance during the term of the Lease.

ARTICLE 4 ALTERATIONS

The Lessee shall have the right to make upgrades/improvements to the parking lot located on the demised premises as it deems appropriate. The Lessee shall be responsible for the cost of any and all such alterations to the improvements located on the demised premises. All alterations performed on the demised premises by the Lessee shall be done in accordance with applicable zoning and building regulations.

At the termination of the within Lease Agreement, or of any extension thereof, all alterations or improvements placed upon the demised premises by the Lessee, shall become the property of the Lessor.

ARTICLE 5 REPAIRS AND MAINTENANCE

Lessee agrees that Lessor shall have no obligation as to maintenance of the premises. The Lessee will maintain the parking lot while lease agreement is in effect.

ARTICLE 6 USE OF PREMISES

It is agreed that the premises shall be used as parking lot and no other use. Furthermore, the Lessee shall at all times keep the premises, improvements and appurtenances in a safe, clean and wholesome condition and comply in all respects with all laws, ordinances and regulations of every lawful authority having jurisdiction of premises.

ARTICLE 7 LESSEE TO CARRY LIABILITY INSURANCE

Lessee shall keep in effect at Lessee's expense during the term of this Lease: commercial liability insurance with a minimum limit of \$1,000,000 per occurrence.

ARTICLE 8 NOTICES

All notices required to be given to Lessor hereunder shall be sent by registered or certified mail and all rent payments shall be made to Lessor's agent at: One half to Saleeby Rentals Inc., 936 West Home

Ave.Hartsville, South Carolina 29550, and Fairfield CompanyTwo,Inc at PO Box 38, Hartsville SC 29551 or to such other address as Lessor may direct from time to time by written notice to Lessee by registered or certified mail.

All notices required to be given to Lessee hereunder shall be sent by registered or certified mail to Lessee at: 100 East Carolina Avenue, Hartsville, South Carolina 29550 or to such other address as Lessee may direct from time to time by written notice forwarded to Lessor by registered or certified mail.

ARTICLE 9 BINDING SUCCESSORS AND ASSIGNS

The covenants and agreements herein contained in the within Lease shall apply to, inure to the benefit of and be binding upon the parties hereto, their respective heirs, distributes, executors, administrators, legal representatives, successors and assigns.

ARTICLE 10 QUIET ENJOYMENT

The Lessee, upon payment of the rent and all sums herein reserved, and upon the due performance of all the terms, covenants, conditions and agreements herein contained on the Lessee's part to be kept and performed, shall and may at all times during the term hereby granted, including any extension hereof, peaceably and quietly enjoy the demised premises, subject, however, to the terms of this Lease.

ARTICLE 11 SIGNAGE

All signage must comply with all local codes and ordinances.

ARTICLE 12 ENTIRE AGREEMENT

It is understood and agreed that this agreement contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

In the Presence of:

Witness_____ Date_____ Lessee_____

The City of Hartsville

Witness_____

Federal ID#_____

In the Presence of:

Witness_____ Date_____ Lessor_____

Saleeby Rentals, Inc.

Witness_____

Federal ID#_____

In the Presence of:

Witness_____ Date_____ Lessor_____

Fairfield Company Two, Inc.

Witness_____

Federal ID#_____

STATE OF SOUTH CAROLINA

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PROBATE

COUNTY OF DARLINGTON

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PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named, as Lessor, sign, seal and as his act and deed deliver the foregoing Lease Agreement and (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this ____st day of _____, 2016.

(L.S.)

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires:_____

STATE OF SOUTH CAROLINA

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PROBATE

COUNTY OF DARLINGTON

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PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named, as Lessor, sign, seal and as his act and deed deliver the foregoing Lease Agreement and (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this ____ day of _____, 2016.

My commission expires on: _____