STATE OF	SOUT	H CAROLINA)	
)	LICENSE AGREEMENT
COUNTY	OF	DARLINGTON)	

For good and valuable consideration, this AGREEMENT is made and entered into as of the __th day of ______,

2018, by and between THE CITY OF HARTSVILLE, hereafter the "LICENSEE", and D Brown, hereafter the "LICENSOR".

WHEREAS, the LICENSEE desires to use an agreed portion of LICENSOR'S PREMISES, identified in Attachment A, for purposes of affixing thereto surveillance cameras and power equipment mounted upon a pole owned by LICENSEE, and the LICENSOR is willing to provide attachment locations upon the said PREMISES for LICENSEE to affix and maintain its said surveillance cameras.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

- 1. <u>Premises</u>. LICENSOR hereby licenses to LICENSEE the identified portion of the LICENSOR'S PREMISES necessary to enable LICENSEE to erect, maintain, repair, replace and operate its said surveillance cameras.
- 2. LICENSOR also licenses to LICENSEE so much of the PREMISES as may be necessary for ingress and egress to and from the PREMISES for maintenance and repairs of the said surveillance cameras.
- 3. LICENSEE shall repair or replace any portion of LICENSOR'S PREMISES which may be damaged by LICENSOR during the term of this License Agreement.
- 4. LICENSOR shall provide 24 hour, 7 days per week access to the PREMISES for maintenance purposes by LICENSOR.
- 5. <u>TERM:</u> This Agreement shall run until either party requests termination. Should the LICENSOR relinquish ownership of the real estate property in question, they shall notify the LICENSEE in adequate time to remove items here outlined, and upon that time the contract shall terminate.
- 6. <u>RENTAL:</u> Beginning as of the commencement date of this Agreement, LICENSEE shall pay a one-time license fee, in advance, OF \$1.
- 7. <u>Interference:</u> LICENSOR and LICENSEE shall at all times exercise the greatest care and judgement to prevent damage to the other.

- 8. <u>Surrender of PREMISES:</u> Upon expiration or termination of the License, LICENSEE, at its own costs and expenses, shall completely remove or have removed, all structures, including equipment and other associated structures and restore the PREMISES to its original condition, ordinary wear and tear excepted.
- 9. <u>Binding Agreement:</u> This Agreement shall extend to and bind the heirs, personal representatives, successors and assigned (when allowed to be assigned) of the parties hereto.

IN WITNESS WHEREOF, the parties have, in duplicate original, executed this Agreement as of the date first above written by the respective parties authorized to execute this Agreement. **WITNESSES:** LICENSOR: _____ BY: _____ Title: _____ LICENSEE: CITY OF HARTSVILLE, SC WITNESSES: BY: _____ Title: City Manger STATE OF SOUTH CAROLINA PROBATE FOR LICENSOR COUNTY OF DARLINGTON PERSONALLY appeared before me______ and made oath that s/he along with the above named witness saw the within named as LICENSOR, sign, seal this LICENSE AGREEMENT, and that they witnessed the said LICENSOR'S execution thereof in the presence of each other. **WITNESS** SWORN TO and subscribed before me this _____, 2018. Notary Public for South Carolina My Commission Expires :_____

STATE OF SOUTH	CAROLINA)	PROBATE FOR LICENSEE				
COUNTY OF	DARLINGTON)	PROBATE FOR EICENSEE				
PERSONALLY appeared before me and made oath that s/he along with the above named witness saw the within named CITY OF HARTSVILLE, as LICENSEE, sign, seal this LICENSE AGREEMENT, and that they witnessed the said LICENSEE'S execution thereof in the presence of each other.							
		WI	TNESS				
SWORN TO and s	subscribed before me						
thisday	of, 2018.						
Notary Public for	South Carolina						
My Commission 8	Expires :						

Attachment A

The LICENSEE desires to use an agreed portion of LICENSOR'S PREMISES, identified as:

- Logan Ave/ Fletcher Street
- Brewer Ave/ Fletcher Street
- Rice Street at back of gin
- Sumter/ Fletcher Street on north end
- In between buildings of gin between Sumter and Bell
- Seventh/ Sumter