

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

THIS LEASE AGREEMENT is made and entered into this ____ day of _____ 2019 by and between, The City of Hartsville (hereinafter referred to as Lessee), and Trust Company of South Carolina, (hereinafter referred to as Lessor).

WITNESSETH:

In consideration of the agreement 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:

Alleyway located beside 120 South Fifth Street, Hartsville, South Carolina - consisting of the road or passageway approximately twelve (12) feet (+/-) in width and approximately one hundred (100) feet (+/-) in length. The Northern boundry of this easement being coincident with the Northern boundary of right-of-way of Atlantic Coast Line Railway company spur track . Part of Tax map number 056-10-01-034.

ARTICLE 2
TERM

The original term of this Lease shall be for the period of one (1) year and said term is to begin on March 1st, 2019 and terminate on February 29th, 2020. Lessee has the option to renew for a second term, if both parties agree.

ARTICLE 3
Lease Rate

Lessee agrees to pay Lessor as rent for the demised premises One (\$1.00) Dollar annually for the term of the Lease.

ARTICLE 4
REPAIRS AND MAINTENANCE

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

ARTICLE 5
USE OF PREMISES

It is agreed that the premises shall be used as alleyway and no other use. Furthermore, the Lessor 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 6
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 7
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: Trust Company of South Carolina, PO Box 430, Hartsville, South Carolina 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 8
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, distributees, executors, administrators, legal representatives, successors and assigns.

ARTICLE 9
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 10
SIGNAGE

All signage must comply with all local codes and ordinances.

ARTICLE 11
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 _____

Attest: _____

City Clerk

Seal

In the Presence of:

Witness _____ Date _____ Lessor _____

Trust Company of SC

Witness _____

In the Presence of:

Witness _____ Date _____ Lessor _____
Trust Company of SC

Witness _____

Federal ID# _____