

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
CITY OF HARTSVILLE

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered 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:

LEASEHOLD PROPERTY: The demised premises hereby leased 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 boundary 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.

TERM OF LEASE: This Lease shall be for a period of sixteen (16) months, from the 1st day of March, 2020, until the 30th day of June, 2021. Lessee has the option to renew for a second term, if both parties agree.

LEASE RATE: Lessee agrees to pay Lessor as rent for the demised premises one (\$1.00) dollar annually for the term of the lease.

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.

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.

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.

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:

City of Hartsville
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.

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.

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.

SIGNAGE: All signage must comply with all local codes and ordinances.

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 of _____, 2020.

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 _____

Federal ID# _____