

STATE OF SOUTH CAROLINA)
) Lease Agreement
)
COUNTY OF ORANGEBURG)

This lease made and entered into this _____ day of _____, 20____, by and between Orangeburg County, hereinafter sometimes referred to as "Landlord", and _____, doing business as _____ of _____ South Carolina,

hereinafter referred to as "Tenant". The tenant hereby leases the unimproved real property to use for agricultural purposes of approximately Eighty Three (plus or minus) Acres (83+/- acres), situated in County of Orangeburg, State of South Carolina, described as follows: Parcels of real-property in Orangeburg County, South Carolina with TMS#'s: 0045-00-11-002, 0045-00-11-005, 0046-00-05-001, 0058-00-11-003, and 0058-00-11-004.

Witnesseth:

For and in consideration of the following covenants and agreements for themselves and their permitted assigns, Landlord and Tenant do hereby agree as follows:

A. Real Property to be leased

Landlord leases to Tenant, and Tenant leases from Landlord, the real property for the term, upon the rental, and subject to the covenants and agreements herein set forth described in "Exhibit A" and incorporated herein by reference.

B. Term and Delivery of Real Property :

The initial term of this lease shall commence on the ___ day of _____, 20____, and said initial term shall be for the period of one year, **subject to the right of Landlord to terminate lease after ninety-day notice of termination is given during the one year period**, in accordance with paragraph C(3) below. Rent for the whole year shall be due the first day of this contract. The rental fee for the one year term of this lease shall be \$_____. If the term of this lease shall commence on a day other than the first day of a calendar year, rent shall be paid for the portion of the year in proportion to the remaining month(s) in the current year, at a yearly-rental rate divided by twelve and multiplied by the remaining months in the current year as herein provided. The term of this lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the calendar year.

C. Covenants and Conditions of Lease: This lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. **Rent:** Tenant agrees to pay to Landlord the rental referred to herein a year in advance to the office of the Landlord at the following address: County Administrator, Post Office Drawer 9000, in the city of Orangeburg, County of Orangeburg, State of South Carolina 29116, on or before the first day of each month.
2. **Authorized Use:** Tenant agrees to use the leased premises for the following purpose and for no other purpose whatsoever without the written consent of the Landlord, said usage to be only: for agricultural purposes only. Tenant shall plant and harvest crops which are pre-approved by Landlord, with landlord's written consent. Tenant is strictly forbidden from using property for including but not limited to hunting, fishing, gaming, and/or any other recreational use.
3. **Early Termination of Lease:** Tenant agrees and understands the Landlord is actively marketing the real estate to be sold to prospective businesses for the purpose of economic development. At anytime during the term of lease, the lease can be terminated early in part or as a whole at the discretion of the Landlord, so ownership interest of the real estate in a portion or as a whole can be transferred to a locating business or businesses. Tenant further understands that for said purpose of economic development, the lease may be terminated early with a ninety day prior notice by Landlord for said purpose. The Landlord will give Tenant a reasonable amount of time to gather planted crops or pay just compensation for any crop loss at the end of the ninety day notice to vacate, said choice shall be at the sole-discretion of Landlord.
4. **Condition of the Real Property:** Tenant agrees to accept the real property "as is", that is, in the condition the real property is in as of the date of the execution of this lease by Tenant.
5. **Maintenance and Care of Real Property by Tenant:** Tenant shall, throughout the term of this lease and any renewals thereof, at its own expense, maintain the real property with improvements in good order and condition. Tenant shall keep all roads clear for vehicle traffic to flow at all times, all gates and roads for ingress and egress shall remain accessible to the landlord at all times. If an access gate is locked to the public, Tenant shall supply the key and/or combination to lock on all gates to the Landlord so Landlord may access the real property at all times.
6. **Alteration of Real Property:** Tenant may not under any circumstances make any alterations or improvements in or to the demised premises or any other part of the real property, without the Landlord's prior written consent.
7. **Subordination of Lease:** Tenant agrees upon request of Landlord to subordinate this lease and its rights hereunder to the lien of any mortgage, deed of trust or other voluntary hypothecation arising out of any security instrument duly executed by Landlord charged against the land, or any portion or portions thereof, and to execute at any time and from time to time such documents as may be required to effectuate such subordination.

8. Erection and Removal of Signs: Tenant may place small-suitable signs on the real property related to the nature of the business carried on by Tenant, however, the location, color and size of such signs shall be approved by Landlord in writing prior to their erection, and shall not damage the real property in any manner. Landlord will not unreasonably withhold such approval. At the termination of this lease, Landlord may require that Tenant remove his sign(s), and any damage caused by removal shall be promptly repaired by Tenant to the satisfaction of Landlord.

9. Right of Entry by Landlord: Tenant at any time during the lease term shall permit inspection of the real property during reasonable business hours by Landlord or Landlord's agent or representatives. Tenant will also permit entry for the purpose of including but not limited to environmental due diligence, infrastructural improvements, and marketing the real property to sell in fee simple to prospective business(es) in the pursuit of economic development within the County of Orangeburg.

10. Payment of Utilities and Services: Tenant shall contract for and pay all charges for gas and electricity, if any, used on the leased property. Likewise, Tenant shall contract for and pay for water and sewer services, if any. The Tenant also is responsible for the removal and disposal of all garbage and debris from the real property and for the payment of all costs associated therewith.

11. Assignment and Subletting: Neither this lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily by operation of law, and neither all nor any part of the leased real property shall be sublet by Tenant without the prior written consent of Landlord.

12. Injuries and Property Damages: Tenant agrees to indemnify and hold Landlord harmless from all claims of any kind arising from Tenant's use of the real property during the term hereof, and Tenant hereby waives all claims against Landlord for damage to goods, wares or merchandise or for injury to persons in and upon the real property from any cause whatsoever. Tenant shall at all times during the term hereof keep in effect general liability insurance with limits no less than as follows:

Bodily Injury \$500,000.00 Property Damage \$500,000.00

Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer, evidencing insurance carried shall be deposited with Landlord within thirty (30) days after the execution of this lease.

13. Surrender of Real Property: Tenant agrees to surrender the real property at the expiration or sooner termination of this lease, or any extension thereof to be the same condition as when the real property was delivered to Tenant, ordinary wear and tear excepted, and Tenant shall remove all of his property.

14. Waiver of Covenants: It is agreed that the waiving of any of the covenants of this lease agreement by either party shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

15. Default: If Tenant shall default in the fulfillment of any of the covenants and conditions hereof except default in payment of rent, Landlord may, at its option, after fifteen (15) days prior notice to Tenant, make performance for Tenant and for such purpose advance such amounts as may be necessary, and any amounts so advanced or any reasonable expense incurred or sum of money paid by Landlord by reason of the failure of Tenant to comply with any covenant, obligation, or provision of this lease shall be deemed to be additional rent and shall be due and payable to Landlord on demand. The acceptance by Landlord of any installment of fixed rent or of any additional rent hereunder shall not be a waiver of any other rent then due. If Tenant shall default in fulfillment of any of the covenants or conditions of this lease, other than the covenants for the payment of rent or other amounts and any such default shall continue for a period of thirty (30) days after notice, then Landlord may, at its option, terminate this lease by giving Tenant notice of such termination and, thereupon, Tenant shall immediately quit and surrender the leased property.

16. Rights of Successors and Assigns: The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, and assigns, except as expressly otherwise hereinbefore provided.

17. Liens: Tenant agrees not to permit any lien for moneys owing by Tenant to remain against the leased premises for a period of more than thirty (30) days after discovery of the same by Tenant, Landlord may at Landlord's option pay and discharge such lien and may pay and discharge any taxes, assessments or other charges against the real property which Tenant is obligated hereunder to pay and which may or might become a lien on said premises. Tenant agrees to repay any sums so paid by Landlord upon demand therefore together with interest at the rate of twenty percent (20%) per annum from the date any payment is made and Landlord may at Landlord's option terminate this lease.

18. Notices: It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder or for all purposes of billing, processing, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient if given by a communication in writing by United States Mail addressed as follows:

To the Landlord at the following address: County Administrator, Post Office Drawer
9000 Orangeburg, SC 29116, Office Phone#: _____, Cell#: _____

To the Tenant at the following address: _____,
_____, SC _____, Office Phone#: _____, Cell#: _____

First Witness

SWORN to before me this
____ day of _____, 2014

(Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires:

EXHIBIT "A"

ALL that certain piece, parcel or lot/tract of land, situate, lying and being in the County of Orangeburg, State of South Carolina, containing approximately 53.77 acre(s) as is more particularly shown and delineated on a plat prepared by J. J. Flowers, Jr., SCPLS dated July 2, 2009, entitled a Plat of 53.77 acres state of South Carolina, County of Orangeburg, located in & adjacent to Neeses for Orangeburg County Development Commission, which plat is recorded in the Office of the Register of Deeds of Orangeburg County in Plat Book ____ at Page ____, and which is plat incorporated herein pursuant to Section 30-5-250 of the Code of Law of South Carolina. Said lot/tract having such size, shape, metes, courses, and distances as will by reference to said plat more fully appear. TMS#0046-00-05-001.000 and TMS#0045-00-11-005.000

ALL that certain piece, parcel or tract of land, with improvements thereon, situated, lying and being in the County of Orangeburg, State of South Carolina containing 35.33 acres, more or less, and being more particularly shown and delineated as Tract 3 on plat of survey prepared for Orangeburg County Development Commission by Edisto Engineers & Surveyors, Inc., approved by J. J. Jowers, Jr., RLS, dated November 5, 2008, and recorded in the office of the Register of Deeds for Orangeburg County in Plat Cabinet D126 at Slide 6 and having such shape, size, area, courses, distances, boundaries and measurements as set forth and shown on said plat which is incorporated herein and made a part of this description by reference. Said tract is bounded generally as follows: On the **Northeast** by the 50 foot right-of-way of Water Tank Road; on the **East** by property now or formerly of Silver Springs Rural Community Water District and by the 100 foot right-of-way of CSX Railroad; on the **Southeast** by property now or formerly of The Mortgage Centre, Inc. and by property now or formerly of Mary Chaplin Hall; on the **Southwest** by property now or formerly of Mary Chaplin Hall; and on the **Northwest** by property identified on said plat as Tract 2, by property now or formerly of J. D. Hutto, III, by property now or formerly of Kenneth L. Gleaton and Sonja C. Gleaton; by property now or formerly of Billie Jean Jackson Hutto and by property now or formerly of Edith C. Williams. TMS#0058-00-11-003.000 and TMS#0058-00-11-004.000

A PORTION OF:

ALL that certain piece, parcel or lot/tract of land, situate, lying and being in and adjacent to the town of Neeses, County of Orangeburg, State of South Carolina, shown as Tract 1 containing 41.68 acres, more or less, and Tract 2 containing 51.60 acres, more or less, all as shown on a plat prepared by Edisto Engineers & Surveyors, Inc., dated November 5, 2008 and recorded in the office of the Register of Deeds for Orangeburg County, South Carolina in Plat Book D126 at Page 6. This plat is incorporated into and made a part of this description by reference for further description as of courses, distances, metes and bounds, reference is made to the plat. TMS#0045-00-11-002

ALSO:

ALL that certain piece, parcel or tract of land, situated, lying and being in and adjacent to the Town of Neeses, County of Orangeburg, State of South Carolina, shown as Parcel A containing **0.24 acre**, more or less, all as shown on a plat prepared by Edisto Engineers & Surveyors, Inc. dated November 5, 2008, and recorded in the office of the Register of Deeds for Orangeburg County, South Carolina in **Plat Book D126 at Page 6**. This plat is incorporated into and made a part of this description by reference. For further description as to courses, distances, metes and bounds, reference is made to the plat. **TMS#0045-00-11-002**