

IT IS ACKNOWLEDGED BY ALL PARTIES THAT F. TOWERS RICE, JR IS A MEMBER OF SPALDING PROPERTIES, LLC AND IS A LICENSED REAL ESTATE BROKER IN THE STATE OF SOUTH CAROLINA.

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

LEASE AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2020, by and between **Spalding Properties, LLC**, hereinafter called "Lessor," and **the City of Easley, South Carolina**, hereinafter called "Lessee."

NOW, THEREFORE, in consideration of payment to Lessor of the sum outlined in Paragraph 3, along with mutual benefits, conditions, and covenants contained herein, the parties agree as follows:

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described real property, hereinafter referred to as the "Leased Property":

The parcel located at 119 Folger Ave., Easley, SC:

ALL that certain piece, parcel, or lot of land, situate in the City of Easley, State of South Carolina, County of Pickens, as set forth in Deed Book 1680 at Page 138 recorded on May 4, 2015, in the Office of the Register of Deeds for Pickens County, SC, and in Deed Book 4N at Page 266 recorded in the Office of the Register of Deeds for Pickens County, SC.

Tax Map # 5019-15-63-9342

2. The intention of the parties is for Lessee to improve the parcels/leased property at its own cost for use as a public parking area as part of the City of Easley's ongoing downtown development and to serve the Silos, West End Hall, and Foothills Playhouse. Lessor consents to the Lessee taking all appropriate action and making any improvements or maintenance during the lease period in order to establish and maintain a public parking area. Lessor shall also assist the Lessee (City) in any actions necessary for this purpose. In consideration of such improvement and of the resultant public benefit, along with the additional financial consideration in Paragraph 3 below, Lessor agrees that the Leased Property shall remain available for the above intended use for the duration of the Lease.

3. For each year of the Lease, Lessee agrees to pay rent to the Lessor at the rate of \$250.00 per month beginning July 1, 2020, and by the fifth day of each month thereafter for a period of ten (10) years. The Lessee may make payment for the year as an annual payment with no additional costs. The rate of rent shall increase by 3% each year over the following year's rent amount and shall be capped at this increase during the term of the lease. As additional rent, the Lessor shall pay the property tax bill and provide proof of payment to the Lessee, who shall reimburse the Lessor for the property taxes paid on said parcel within thirty (30) days of presentment.

4. The term of this Lease shall be for a period of ten (10) years, beginning on July 1, 2020, and terminating on June 30, 2029. This lease may be renewed or extended only upon mutual agreement of the parties.

5. During the Initial Period of this lease or any renewal or extensions thereof, Lessee shall at all times, at its sole expense, procure and maintain in full force, a liability insurance policy of sufficient and adequate liability insurance covering Premises with minimum limits of \$1,000,000.00 Combined Single Limits for Bodily Injury and Property Damage. Said policy shall not be canceled or changed for any reason unless and until Lessor is given thirty (30) day notice in writing by the insurance company of the pending cancellation. Within seven (7) days of the execution of this lease by both parties, but prior to possession and occupancy, Lessee shall have delivered to Lessor, copies of the required insurance policies and certificates of insurance evidencing the existence and amounts of the required terms and conditions of the policy. Lessee shall be responsible for the payment of its business license taxes, fees and all other related costs, and any and all taxes and assessments on its leasehold improvements and all personal property, which it locates on Premises, including, but not limited to furniture, fixtures, equipment and merchandise.

Lessee shall be responsible, at its own expense, for assuring that there is insurance coverage, for the full replacement costs, but only as allowed by Lessee's insurer, for all of its leasehold interest in Premises, and all personal property, including, but not limited to, trade fixtures, equipment, inventory and merchandise, owned by Lessee, or is customers or vendors, which is located on Premises. All of Lessee's leasehold interest in Premises and personal property on Premises shall be and remain at Lessee's sole risk, and Lessor shall not be liable whatsoever for any damages, loss, or casualty of such personal property, equipment, trade fixtures, inventory or leasehold improvements.

Lessee shall from time to time during the term of this lease, and upon demand, deliver to Lessor an updated certificate or other evidence that the required insurance coverage is being maintained by Lessee.

Lessee shall be responsible for the cost of any business license required of the Lessor in order to lease this property.

6. This agreement shall be binding as to the heirs, successors, or assigns of the parties herein.

7. The above represents the entire agreement between the parties.

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals this _____ day of _____, 2020.

WITNESSED:

LESSOR:

Spalding Properties, LLC

LESSEE:

City of Easley
By its: