

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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Ordinance No. 2015-1347

AN ORDINANCE

TO APPROVE THE LEASE OF CERTAIN REAL PROPERTY LOCATED AT 1033 W. MEETING STREET TO THE LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings.

The Lancaster County Council finds that:

(a) the County owns the property located at 1033 W. Meeting Street in the City of Lancaster being known and identified as Tax Parcel No. 0082C-OA-025.00 (Plat Book 2001, Page 0314) (the "Property");

(b) the Lancaster County Economic Development Corporation (the "LCEDC") proposes to lease from the County a portion of the Property (the "Leased Property") and to use the Leased Property as its office; and

(c) the public benefits to be received by the County for the lease of the Leased Property to the LCEDC are fair and reasonable compensation.

Section 2. Approval of Lease; Authority to Execute.

A. The County Administrator is authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver a lease by and between the LCEDC and Lancaster County, providing for the lease of the Leased Property to the LCEDC (the "Lease"). The form of the Lease is attached hereto as Exhibit A and all terms, provisions and conditions of the Lease are incorporated herein by reference as if the Lease were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Lease and all of its terms, provisions and conditions. The Lease is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Lease attached to this ordinance.

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B. County Council authorizes and approves the lease 'Of the Leased Property to the LCEDC.

Section 3. Authority to Act.

The Council Chair, Secretary and Clerk, the County Administrator and County Attorney, each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance,

Section 4. Severability.

If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 5. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 6. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED, this 18th day of May, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

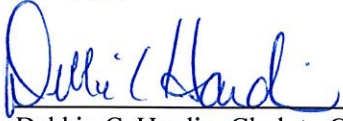


Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council

ATTEST:



Debbie C. Hardin, Clerk to Council

First Reading: April 27, 2015
Second Reading: May 11, 2015
Public Hearing: May 18, 2015
Third Reading: May 18, 2015

Exhibit A
1033 W. Meeting Street Lease

**State of South Carolina
County of Lancaster**

Lease Agreement

THIS LEASE AGREEMENT effective as of July 1, 2015 between **County of Lancaster (Landlord/County)**, and the **Lancaster County Economic Development Corporation (Tenant)**, a South Carolina 501(c)(4) non-profit corporation.

Background: Landlord owns a commercial building containing approximately 5,892 square feet located at 1033 West Meeting Street, Lancaster, SC, tax map number 0082C-0A-025.00. Tenant has requested a lease for the utilization of approximately fifty (50%) of the interior portion of the building for a specific purpose and the parties have agreed on the terms of this Lease.

Premises: The approximately 2,950 square feet of the building to be utilized by the Tenant is identified by the drawing of the interior floor plan of the area to be occupied that is attached to this lease and made a part hereof, to include, not only those offices for the exclusive use of the Tenant (blue), but also those common areas (orange) designated as common space of the joint use of Tenant and Landlord's VA department.

Term/Landlord's Early Termination Right: Five (5) years, commencing July 1, 2015 through June 30, 2020. Landlord and Tenant agree that Landlord shall have the right to terminate this Lease at any time by notifying Tenant in writing at least ninety (90) days in advance that Landlord desires to terminate this Lease. The notice of termination may be given at any time and the lease termination date can be any date provided the termination date is at least ninety (90) days after the notice. In the event Landlord terminates this Lease upon notice, Tenant shall have no right to any compensation or return of any expenses incurred in connection with its operations.

Use: Tenant shall use the leased Premises only as the corporate headquarters and marketing offices of the Lancaster County Economic Development Corporation.

Rent: One (\$1.00) Dollar annually.

Laws/Safety: Tenant's activities on the Premises shall at all times be conducted in compliance with all applicable laws and Tenant shall not occupy or use, or permit to be occupied or used the said Premises for any purpose deemed extra hazardous on the account of fire or otherwise. Tenant shall comply with all rules and regulations reasonably imposed by Landlord regarding access to the Premises. Tenant shall endeavor to ensure that all safety practices as defined by Federal, State and County regulations shall be observed.

Assignment/Sublease: Tenant shall not assign or sublet all or any part of this Lease without the prior written consent of Landlord, which consent Landlord shall have no obligation to provide.

Utilities: Landlord will be responsible for the payment of all utilities other than the telephone service selected by the Tenant. Tenant shall pay any connection charges and monthly charges associated with telephone service.

Fire/casualty: Tenant shall not do or permit anything to be done on the Premises, or bring or keep anything thereon which will in any way conflict with any of the rules and ordinances of the County of Lancaster, or the laws of the State of South Carolina, or will increase the fire or other insurance rates.

Access by Landlord: Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours to examine the same.

Insurance: Tenant shall be responsible for renter's liability and theft coverage insurance and Tenant's own liability insurance for Tenant's business in an amount necessary to meet the requirements of the South Carolina Property & Liability Trust. Tenant shall provide Landlord with a copy of the certificate of insurance evidencing coverage. Landlord shall not carry and shall have no obligation to carry liability insurance for Tenant or any insurance for any of Tenant's personal property or otherwise.

Taxes: Landlord is responsible to pay any real property taxes on the Premises. Tenant shall pay any taxes applicable to Tenant's equipment, business or personal property.

Quiet enjoyment: As long as Tenant performs and observes all of the covenants and provisions hereof, Tenant shall quietly enjoy the leased Premises during the term hereof, subject to the terms hereof.

Default: In the event Tenant fails to comply with the terms of this Lease and such compliance is not cured within thirty days of written notice from Landlord to Tenant, or if default shall be made in compliance with the covenants herein contained, or if the Premises shall be abandoned, deserted or vacated, then it shall be lawful for Landlord, its agents, attorneys, successors or assigns to re-enter and take possession of the Premises and Tenant and every occupant shall vacate the Premises. Upon re-entry as aforesaid, this Lease shall terminate. In the event of Tenant default and re-entry by Landlord as herein provided, Tenant shall be liable in damages to Landlord for all loss sustained, including payment of Landlord's costs and attorney's fees.

Hold-over: Tenant's occupancy of the Premises beyond the term of this Lease shall be considered as a renewal of this Lease only on a month to month basis.

Release/Indemnity: Tenant hereby releases Landlord from any and all claims related to Tenant's activities on the Premises. Further, Tenant shall indemnify and hold Landlord harmless against all expenses, liability, and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of (1) a failure by Tenant to perform any of the terms or conditions of this Lease, (2) any injury or damage happening on or about the demised Premises, (3) failure to comply with any law or any governmental authority, (4) any loss, damage or liability incurred by reason of executing this Lease or (5) any mechanic's lien or security interest filed against the demised Premises as a result of Tenant's activities on the Premises.

Business Purposes: Tenant acknowledges that this Lease is for business purposes. Tenant agrees that in the event Tenant discontinues its use for any reason, Tenant shall not seek any compensation or return of any expenses incurred in connection with its use of the Premises.

In Witness Whereof, the parties have hereunto set their hands and seals effective as of the day and year first above written.

Tenant:

Lancaster County Economic Development Corporation

Witnesses:

By: _____

Its: _____

Address: _____

Lancaster, SC _____

Landlord:

County of Lancaster, South Carolina

Witnesses:

By: _____

Steve Willis, County Administrator

Address: 101 North Main Street

P.O. Box 1809

Lancaster, SC 29720

