

STATE OF SOUTH CAROLINA) BEAUFORT COUNTY SCHOOL DISTRICT
) AND TOWN OF BLUFFTON
COUNTY OF BEAUFORT) LEASE AMENDMENT

This AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and effective this, the 10th day of February, 2015, by and between the BEAUFORT COUNTY SCHOOL DISTRICT (hereinafter referred to as "Landlord") and the TOWN OF BLUFFTON MUNICIPALITY (hereinafter referred to as "Tenant").

WHEREAS, the Parties hereto executed a Lease Agreement (the "Agreement"), dated December 31, 2000, in which Tenant leases certain real property from Landlord, described therein as attached Exhibit "A" (the "Premises");

WHEREAS, the Parties hereto executed an Amendment to the Agreement, dated July 1, 2012, in which the Parties agreed to extend the Lease Term through and including December 31, 2035;

WHEREAS, the Parties desire to further extend the Lease Term through and including December 31, 2099; and

WHEREAS, the Tenant also desires to improve the structure and grounds comprising the Premises, with prior written approval by the Landlord.

NOW, THEREFORE, in consideration of the promises contained in the Agreement, as amended, and herein and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the Parties hereto agree as follows:

WITNESSETH:

1. LEASE TERM. The original term of this lease shall be extended through and until midnight on December 31, 2099, and thereafter renewable upon such terms as the Parties may specifically agree.
2. ANNUAL RENT. Tenant shall pay to Landlord the annual sum of ONE AND NO/100 DOLLAR (\$1.00), for use and possession of the Premises, said amount being due on or before January 1 of each calendar year during the Lease Term.
3. OCCUPANCY AND USE. Tenant accepted and continues to accept the Premises and all fixtures thereon in "as is" condition as of the date of the commencement of the Agreement. Tenant agrees to maintain the grounds and fixtures thereon in good order. Tenant and any sub-tenants utilization and operation of the Premises in any manner inconsistent with its municipality-related activities, or activities which do not conform to its charter, shall remain subject to advance approval by the Landlord. Upon termination of the Agreement, as amended, Tenant agrees to surrender possession of the Premises in no less than as good condition and repair as when initially occupied.

4. IMPROVEMENTS TO THE PREMISES. The Parties agree that, during the Lease Term, Tenant may improve the Premises and buildings thereon, with prior approval of Landlord, such approval which will not be unreasonably withheld. Tenant agrees to provide the Landlord copies of all drawings, plans and specifications prior to performing any work on the Premises such that Landlord may review and approve. Any and all permanent improvements to the premises shall remain with the premises upon termination/expiration of the Agreement, as Amended, shall become the property of the Landlord. In the event Tenant undertakes improvements to the structure on the Premises, such improvements or the construction thereof shall not substantially interfere with the operations of the Landlord or the Landlord's public school(s) on adjoin real property.
5. TENANT RESPONSIBILITIES. The Tenant is to assume all financial responsibilities associated with or related to the utilities, maintenance, liability, repairs, improvements, upkeep, landscaping, fire, windstorm, liability and other insurance, taxes and fees on the Premises. Any all expenses whatsoever associated with or incurred on the Premises shall be paid by the Tenant during the Lease Term.

It is specifically understood by the Parties hereto that the Tenant assumes any and all responsibility and liability of whatever nature, to include dealing with potential asbestos presence, arising from whatever occurrence and does hold the Landlord absolutely harmless throughout the term hereof. Tenant further agrees to indemnify Landlord for any costs/expenses and damages incurred in defending itself as a result of Tenant's utilization of the Premises.

Tenant shall be liable for any and all loss, damage or theft of its property or others kept or stored in or about the Premises.

6. INSURANCE. Tenant shall maintain liability insurance on the premises under its general liability policy and shall name the Landlord as an additional insured. During the period of any construction, renovation or improvement to the Premises, the Tenant shall maintain a builder's risk insurance policy and shall name the Landlord as an additional insured. Tenant shall annually provide a copy of all insurance declarations pages for the applicable insurance described herein to Landlord.
7. NOTICES. The Landlord shall notify the Tenant in writing of any misuse or violation, of which it becomes aware, of the terms of the Agreement, as amended. Tenant shall have thirty (30) calendar days to correct any misuse or violation, without cost to the Landlord. Failure to comply will result in immediate termination of the Agreement, unless otherwise agreed upon by the Parties.

Notices shall effective when mailed as to:

LANDLORD: Beaufort County School District
Attn: Chief Operational Services Officer
Post Office Drawer 309
Beaufort, SC 29901-0309

TENANT: Town of Bluffton
Attn: Town Clerk
Post Office Box 386
Bluffton, SC 29910

8. ASSIGNMENT. Any additional assignments or sub-lease(s) must be approved in advance by the Landlord or its designated agent. Any decision regarding approval or disapproval will be conveyed to Tenant within thirty (30) calendar days of its request. No assignment or sub-lease of the Premises shall be binding upon the Landlord or confer any rights on the proposed assignee or sub-lessee without the written consent of the Landlord. No assignment or sub-lease shall release Tenant from the obligations of the Agreement, as amended.
9. TENANT'S PERSONAL PROPERTY. If, upon the termination of the Agreement, as amended, or abandonment of the Premises by the Tenant, Tenant abandons or leaves any personal property on the Premises, Landlord shall have the right, without notice to Tenant, to store or otherwise dispose of the property at Tenant's cost and expense, without being liable in any respect to the Tenant.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment to Lease Agreement on the day and year first above-written

LANDLORD:

BEAUFORT COUNTY SCHOOL DISTRICT

By: _____

Its: _____

WITNESSES

Michelle White
Patricia J. Murphy

TENANT:

TOWN OF BLUFFTON

By: _____

Its: _____

Jim Chapman
Sandra Linceford

By: Marc Orlando
Its: Town Manager