

STATE OF SOUTH CAROLINA               )  
   )       **LAND LEASE AGREEMENT**  
COUNTY OF LEXINGTON               )       (w/with Right of First Refusal)

WHEREAS, School District Five of Lexington and Richland Counties and the Greater Chapin Chamber of Commerce respect and value their relationship and recognize their mutual interest in the economic vitality of the Chapin area; and

WHEREAS, the Greater Chapin Chamber of Commerce expresses its support of School District Five's initiatives and gratitude for the existing lease arrangement whereby the Chamber was first provided with a location for its office building in 1996;

NOW THEREFORE, THIS LEASE is hereby entered into this 24th day of February, 2014, by and between **School District Five of Lexington and Richland Counties**, hereinafter designated as the “Lessor,” and **Greater Chapin Chamber of Commerce, Inc., a South Carolina Non-Profit Corporation**, hereinafter designated as the “Lessee,”

WITNESSETH:

1. LEASED PREMISES. The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed by the Lessee, do hereby lease unto the Lessee those certain premises (hereinafter referred to as the "premises") situated in the County of Lexington, to wit: Approximately **1.19 acre**, more or less, as more fully shown on a survey titled "Plat of Proposed Chapin Chamber of Commerce Lease Site", by Dennis Corporation, dated February 6, 2014 in Plat Book 16805 at Page 237, recorded in the Office of the Register Deeds for Lexington County; said property being a portion of property as shown in Plat Book 158-G at Page 133, Plat No. 23, recorded in the Office of the Register Deeds for Lexington County.

p/o TMS# 00700-03-030

2. TERM. The term of this Lease shall be on a five-year rolling basis beginning September 3, 2016 and initially ending on September 2, 2021. The parties agree and understand that as of September 3, 2017, and each following September 3rd, another year will be added to the Lease Term to provide for a continuing five-year term; provided however, that on or before August 3, 2017, and every August 3rd thereafter, i.e. August 3, 2018, August 3, 2019, etc., the Lessor may provide the Lessee, or Lessee may provide the Lessor, with written notice that the automatic extension of one additional year will cease to occur.

3. RENT. During term of this Lease, the Lessee agrees to pay to Lessor as rent for the premises, an annual fixed rent in the amount of One (\$1.00) Dollar, payable each year in advance of the annual anniversary of the commencement date of this Lease.

4. USE OF PREMISES. The premises shall remain the Lessee's primary office location during the term of the lease and shall only be used and occupied by the Lessee for the Chamber offices, Chamber meeting facilities and related parking. Any other use of the premises shall be only upon prior written approval by the Lessor. The use of the property is also subject to the limitations of the Encroachment Agreement dated March 12, 2013, between Lessor and the South Carolina Public Service Authority (Santee Cooper), which is incorporated herein by reference.

5. UTILITIES. During the term hereof, Lessee shall pay or cause to be paid, as they become due, all property charges for gas, electricity, water, sewer, telephone and any other utility services.

6. COMPLIANCE WITH LAWS. Throughout the term hereof, Lessee shall comply with all laws, ordinances, rules, regulations, orders and requirements of federal, state, county or municipal governmental authorities, and shall maintain its operations on the premises at all times in compliance with such laws, ordinances, rules, regulations, orders and requirements. This Lease shall be enforced and interpreted according to the laws of the State of South Carolina.

7. INSURANCE AND INDEMNIFICATION. During the term hereof, Lessee shall, at its expense, obtain and keep in force property insurance which includes coverage for any improvements and liability coverage in an amount to be approved by the Lessor. The liability insurance policy shall name the Lessor as an additional insured. Lessee shall provide Lessor with a copy of such policies or certificates of insurance. Lessee shall indemnify and hold Lessor harmless for all costs, including attorney fees, that may result from any action or inaction of the Lessee, including but not limited to any liability for damages occasioned by or resulting from accidents on the premises related to the Lessee's use and occupancy.

8. TAXES. The Lessee shall be responsible for payment of any and all property taxes on the subject property during any terms or extension thereof; even though Lessee is informed that both parties hereto are currently tax exempt entities.

9. CONDITION OF PROPERTY. Neither the Lessor nor its agents have made any representation with respect to the condition of the leased premises. The taking of possession of the leased property by the Lessee shall be conclusive evidence that the Lessee accepts the property, "as is." Further, any environmental contamination caused by the Lessee during the term of this Lease shall be the sole responsibility of the Lessee, and Lessee agrees to indemnify Lessor for any loss suffered by the Lessor as a result of contamination caused by the Lessee. Lessee bears the sole responsibility for all maintenance of the improvements on the leased premises.

10. IMPROVEMENTS TO PROPERTY. Lessor acknowledges that the building, appurtenances, and signs currently on the leased premises are, and remain, the property of the Lessee. Lessee may be permitted to construct additional structures, appurtenances or signs on the

leased premises, but must first obtain the written approval of the Lessor. For the current improvements and any additional improvements allowed by the Lessor during any term of this Lease, or removal thereof, the Lessee shall obtain all federal, state, county and municipal permits prior to moving, constructing or changing any improvements to the subject property. Lessee acknowledges that it has the sole burden of removing the improvements that it owns on the premises (not including underground utilities and pavement/parking surfaces), prior to vacating the premises before the end of the lease; whether the Lease is terminated by the end of the term or some prior termination for default. Any and all improvements to the property are subject to the limitations of the Encroachment Agreement dated March 12, 2013 between Lessor and the South Carolina Public Service Authority (Santee Cooper), which is incorporated herein by reference.

11. NON-DISPARAGEMENT.

11.1 In acknowledgment of the Lessor's continued allowance of the lease of the premises to Lessee herein for One (\$1.00) Dollar per year as described above, Lessee agrees that it will refrain (and shall ensure that each of its directors, officers, employees and agents will refrain) from engaging in any statements, publicity or any other activity that damages or impairs, or could damage or impair, the business, goodwill or reputation of the Lessor, including but not limited to any statement or position taken or expressed, orally or in writing. Nothing herein shall prevent the Lessee or its agents or representatives from testifying truthfully in connection with any litigation, arbitration or administrative proceeding when compelled by subpoena, regulation or court order to do so. Upon a violation of this Section 11, Lessor shall provide Lessee thirty (30) days written notice of the breach and request Lessee cure such breach. Such cure shall require Lessee to retract and correct any such statements, publicity or actions in a manner satisfactory to Lessor, in its sole discretion. In the event Lessor fails to cure such breach to Lessor's satisfaction within such thirty (30) day period, then Lessor, in its sole discretion, may either (i) terminate this Agreement upon sixty (60) days written notice, or (ii) convert the rent during the unexpired term of this lease to a market-based rate of rent commencing at the end of the thirty (30) day cure period. Provided, however, any breach of this provision past two will give Lessor the right to terminate this Agreement or convert it to a market-based rate of rent upon sixty (60) days written notice without any further cure rights by Lessee.

11.2 In acknowledgment and consideration of the terms herein, Lessor agrees that it will refrain (and shall ensure that each of its directors, officers, employees and agents will refrain) from engaging in any statements, publicity or any other activity that damages or impairs, or could damage or impair, the business, goodwill or reputation of the Lessee, including but not limited to any statement or position taken or expressed, orally or in writing. Nothing herein shall prevent the Lessor or its agents or representatives from testifying truthfully in connection with any litigation, arbitration or administrative proceeding when compelled by subpoena, regulation or court order to do so. Upon a violation of this Section 11.2, Lessee shall provide Lessor thirty (30) days written notice of the breach and request Lessor cure such breach. Such cure shall

require Lessor to retract and correct any such statements, publicity or actions in a manner satisfactory to Lessee, in its sole discretion. In the event Lessor fails to cure such breach to Lessee's satisfaction within such thirty (30) day period, then Lessee, in its sole discretion, may terminate this Agreement upon six(6) months written notice.

12. NO ASSIGNMENT / SUB-LEASE. The Lessee shall not assign, transfer, hypothecate or mortgage the premises or sublet the premises or any part thereof without the prior written consent of Lessor, including but not limited to the rental of parking spaces. Any assignment, transfer, hypothecation, mortgage or subletting by Lessee without the written consent of Lessor shall constitute an event of default, giving rise to Lessor's right terminate this Lease by giving sixty (60) days written notice to the Lessee, further set forth below.

13. DEFAULT BY LESSEE. If the Lessee ceases to use the subject property for the purposes set forth above or violates any terms of this Lease, the Lessor has the right to terminate this Lease by giving sixty (60) days written notice to the Lessee to vacate the premises. Lessee shall be liable for any and all costs including attorney fees, or damages incurred by Lessor as a result of a breach of the Lease or as a result of any act of Lessee or anyone acting on Lessee's behalf. Upon termination of the Lease for default, Lessor may re-enter and re-possess the leased premises in a manner as provided for by law. Any failure by Lessor to force a termination of the lease on grounds of default by Lessee for any particular event of default by Lessee, shall not affect Lessor's right to terminate this lease on a basis of any later default by the Lessee. Provisions for removal of the Lessees improvements from the premises upon termination are addressed below.

14. WAIVER. One or more waivers of any condition of this Lease shall not be construed as a waiver of further breach of condition and shall not prevent Lessor from enforcing any term herein.

15. TERMINATION. In addition to Lessor's right to terminate this Lease under the provisions of Sections 11 and 13 of lease, Lessor may set the termination date for the lease by giving the written notice called for in Paragraph 2 of this Lease Agreement, to cease the annual automatic one year renewals, effectively setting the then existing end of the term of the Lease as the effective termination date. Provisions for removal of the Lessees improvements from the premises upon termination are addressed below.

16. REMOVAL OF LESSEE'S IMPROVEMENTS.

a. Upon termination of the lease without default by the Lessee, Lessee will have until the end of the lease term to remove Lessee's improvements from the property. Underground utilities and pavement/parking surfaces shall be deemed a part of the leased premises at the end of the lease and will not be removed by the Lessee. If Lessee fails to remove the improvements by the end of the lease term, all improvements may, at the option of Lessor, become the property of Lessor. If Lessor, in its discretion, decides that it does not accept ownership of such



improvements, Lessor may notify Lessee of the non-acceptance of the improvements, no less than sixty (60) days prior to the end of the lease term. If Lessor notifies Lessee of the non-acceptance of the improvements and Lessee fails to remove the improvements by the end of the Lease, Lessor may have Lessee's improvements removed at Lessee's expense, and Lessee shall pay all costs of removal.

b. In circumstances where the termination of the Lease is triggered by the default of the Lessee under Paragraph 13 above, Lessee shall notify Lessor before the termination date triggered by default, of Lessee's plan, including the time frame for completion not to exceed six months after the termination date, required for Lessee to remove all of its improvements from the property, not including underground utilities and pavement/parking surfaces explained above. Unless Lessee's plan for complete removal is timely proposed to Lessor, Lessor will have the right to either accept the improvements remaining on the property after the termination date as property of the Lessor or declare non-acceptance of the Lessee's property, remove the Lessee's improvements at Lessee's expense, and Lessee shall pay all costs of removal by Lessor. In the event of Lessor's removal of the Lessee's improvements at Lessee's expense, Lessor will have no burden or responsibility to re-sale improvements, or parts thereof, to minimize cost of removal for the Lessee.

17. COSTS. Lessor and Lessee shall each pay their own attorneys fees and costs related to the preparation and review of this Lease Agreement. Lessee agrees to handle the recording of this Lease and to pay recording fees, if any.

18. INVALIDITY OF ANY PROVISION. If any provision or sub-part thereof of this Lease is held to be invalid or unenforceable, the remaining provisions shall not be affected, but shall continue in full force and effect.

19. ENTIRE AGREEMENT & CONSTRUCTION. The written terms of this Lease Agreement are the entire agreement between the parties for the term stated herein. No oral statements or representations whatsoever shall be considered a part hereof. This Lease Agreement was drafted and reviewed in a collaborative effort by Counsel for Lessor and Lessee and shall not be construed against either party as a result of such efforts.

20. RIGHT OF FIRST REFUSAL. For and in consideration of the sum of One (\$1.00) Dollar, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows: If during any term of this lease agreement, the Lessor decides to sell the premises, the Lessor agrees to first provide the Lessee with the right of first refusal to allow Lessee to purchase the premises at a price equal to and upon the exact terms of a bona fide offer from an unrelated third-party as follows. After written notice by the Lessor of the right of first refusal with the terms thereof, Lessee shall have thirty (30) days to agree, in writing, to accept said offer and thirty (30) days thereafter to close the transaction. This Right of First Refusal expires at the end of the lease or upon any event of default by the Lessee.

21. CONTACT INFORMATION. Lessor and Lessee designate the following contact for purposes of all notices under this Lease Agreement and acknowledge the responsibility to notify the other in writing if there is a change in contact information. Notices in writing must be made my regular U.S. Mail or Hand Delivery to the front desk of the main office of the party; with e-mail or other electronic notice serving only as a courtesy copy and not official notice.

LESSOR: School District Five of Lexington & Richland Counties  
ATTN:Superintendent  
1020 Dutch Fork Road  
Irmo, SC 29063  
sstowers@lexrich5.org

LESSEE: Greater Chapin Chamber of Commerce  
ATTN: Adam Phelps or Current Chair of the Board  
302 Columbia Avenue  
Chapin, SC 29036  
director@chapinchamber.com

IN WITNESS WHEREOF, the parties hereunder have executed this Lease and affixed their signatures the day and year first above written.

IN THE PRESENCE OF:

LESSOR:

School District Five of  
Lexington and Richland Counties

*Beth Watson*

By Name: Beth Watson

Title: Chairperson, Board of Trustees

STATE OF SOUTH CAROLINA )

)

PROBATE

COUNTY OF LEXINGTON )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named School District Five of Lexington and Richland Counties, as Lessor, by **Beth Watson**, its **Board of Trustees Chairperson**, sign seal and as its act and deed, deliver the within-written LEASE AGREEMENT for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

*Amee S. White*

Witness

SWORN to before me this 24<sup>th</sup>  
day of March, 2014.

*[Signature]*

Notary Public for South Carolina

My commission expires: June 2020



IN WITNESS WHEREOF, the parties hereunder have executed this Lease and affixed their signatures the day and year first above written.

IN THE PRESENCE OF:

LESSEE:

Greater Chapin Chamber of Commerce

By Name: Adam Phelps

Title: Chairman

STATE OF SOUTH CAROLINA )

)

PROBATE

COUNTY OF LEXINGTON )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Greater Chapin Chamber of Commerce, as Lessee, by ADAM PHELPS, its CHAIRPERSON, sign seal and as its act and deed, deliver the within-written LEASE AGREEMENT for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Aimee S. White  
Witness

SWORN to before me this 25<sup>TH</sup>  
day of March, 2014.

[Signature]  
Notary Public for South Carolina

My commission expires: JUNE 2020





## ADDENDUM TO LEASE AGREEMENT

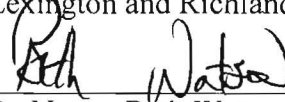
4. All other terms of the 1996 Lease Agreement remain in full force and affect.

IN WITNESS WHEREOF, the parties hereunder have executed this Addendum to Lease Agreement and affixed their signatures the day and year first above written.

IN THE PRESENCE OF:

LESSOR:

School District Five of  
Lexington and Richland Counties



By Name: Beth Watson

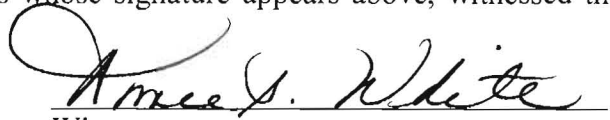
Title: Chairperson, Board of Trustees

STATE OF SOUTH CAROLINA )

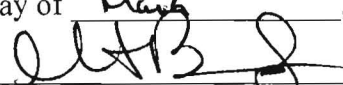
PROBATE

COUNTY OF LEXINGTON )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named School District Five of Lexington and Richland Counties, as Lessor, by **Beth Watson**, its **Board of Trustees Chairperson**, sign seal and as its act and deed, deliver the within-written ADDENDUM TO LEASE AGREEMENT for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

  
Witness

SWORN to before me this 24<sup>TH</sup>  
day of May, 2014.

  
Notary Public for South Carolina

My commission expires: June 2020



IN WITNESS WHEREOF, the parties hereunder have executed this Addendum to Lease Agreement and affixed their signatures the day and year first above written.

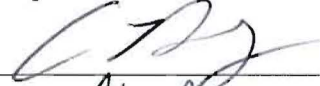
IN THE PRESENCE OF:

LESSEE:

Greater Chapin Chamber of Commerce

By Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Adam Phelps  
Chairman

STATE OF SOUTH CAROLINA )

)

PROBATE

COUNTY OF LEXINGTON )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Greater Chapin Chamber of Commerce, as Lessee, by ADAM PHELPS, its CHAIRPERSON, sign seal and as its act and deed, deliver the within-written ADDENDUM TO LEASE AGREEMENT for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

Witness \_\_\_\_\_

SWORN to before me this 25<sup>TH</sup>  
day of March, 2014.



Notary Public for South Carolina

My commission expires: JUNE 2020



2014086215 FILED, RECORDED, INDEXED  
 02/19/2014 15:08:38:577  
 REC FEE: \$5.00 ST FEE: \$0.00  
 CO FEE: \$0.00 Pages: 1  
 Lexington County R.O.D. Debra H. Gunter  
 PLAT STANDARD BK:Pg 16805:237

# REFERENCES:

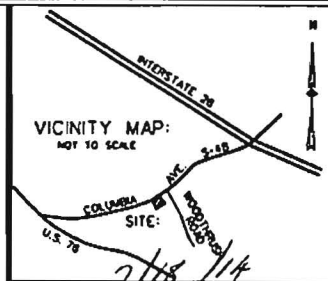
1. PLAT OF BOUNDARY, PHYSICAL & TOPOGRAPHIC SURVEY OF CHAPIN HIGH SCHOOL FACILITIES FOR LEXINGTON/RICHLAND SCHOOL DISTRICT 5, DATED OCTOBER 23, 2008.

# NOTE:

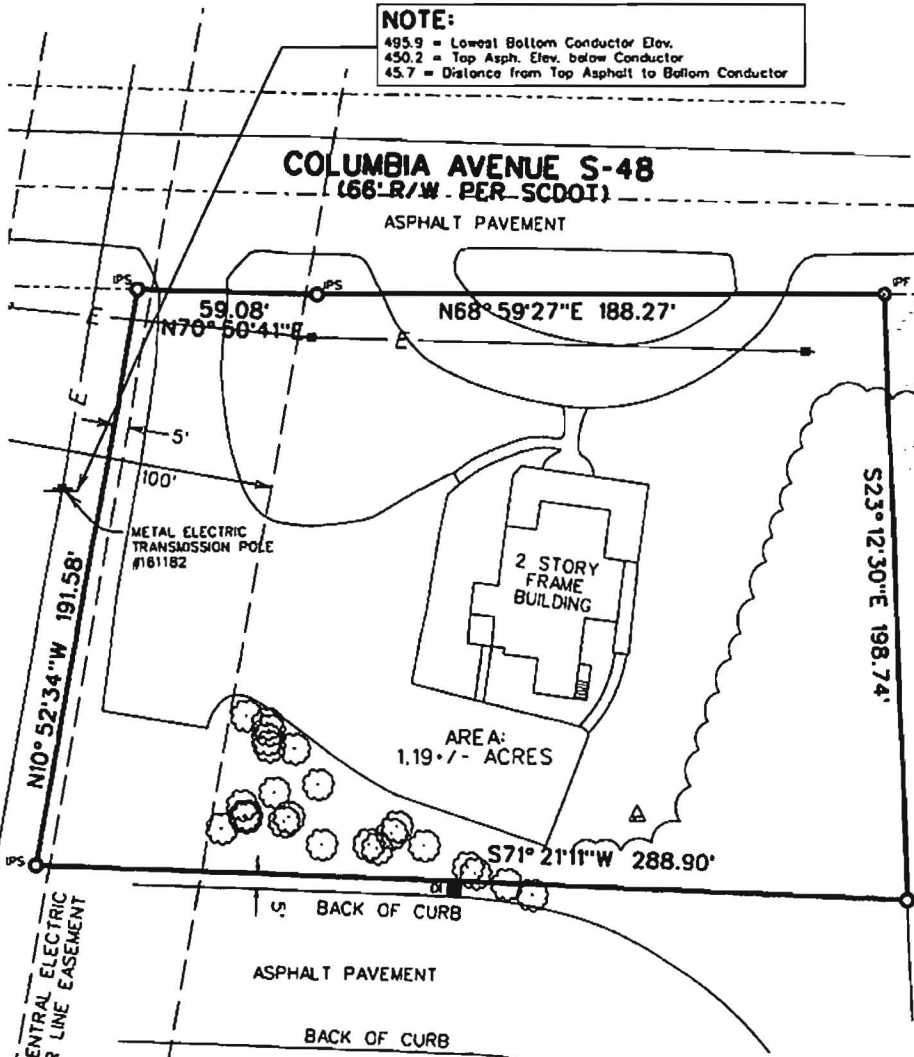
1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THERE MAY BE EASEMENTS, RIGHTS OF WAY OR OTHER MATTERS OF RECORD NOT SHOWN HEREON.

## NOTE:

495.9 = Lowest Bottom Conductor Elev.  
 450.2 = Top Asph. Elev. below Conductor  
 45.7 = Distance from Top Asphalt to Bottom Conductor



**APPROVED**  
 TOWN OF CHAPIN  
 PLANNING COMMISSION



00700-03-202  
 N/F VALERIA S. BOWERS  
 & ODE STUCK

## LEGEND:

- PS IRON PIN FOUND
- PP OVERHEAD UTILITY LINES
- WM UTILITY POLE
- WM WATER METER
- X—X— WIRE FENCE
- WOOD FENCE
- △ LP LIGHT POLE
- DI DROP INLET
- EXISTING TREE

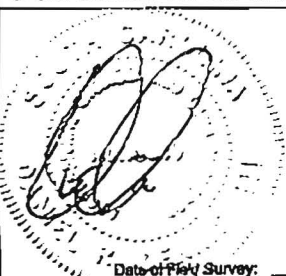
**Plat of Proposed**  
**Chapin Chamber of Commerce**  
**Lease Site**  
 Near Chapin, Lexington  
 County, South Carolina  
 February 6, 2014

THE INFORMATION SHOWN HEREON IS THE RESULT OF A SURVEY PERFORMED UNDER THE SUPERVISION OF DANIEL R. DENNIS III, PLS AND WAS COMPLETED ON THE DATE SHOWN. THE SURVEY MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS DEFINED IN THE "MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING" S.C. TITLE 40, CHAPTER 22.

LEXINGTON COUNTY  
 PLANNING COMMISSION

FEB 18 2014

*RCMway In Town Chapin*



Date of Field Survey: July 9, 2012

Surveyor

N. LONG

Drawn By

J. HUNSINGER

Checked By

D. DENNIS

60 0 60 120



Scale: 1" = 60'

**DENNIS**  
 CORPORATION

1800 Huger Street - Columbia, SC 29201 - 803.252.0991