

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 13-03

**AN ORDINANCE AUTHORIZING THE LEASE OF THE COURTHOUSE
PLAZA TO THE TOWN OF LEXINGTON FOR SPECIAL EVENTS**

WHEREAS, the County of Lexington (hereinafter “the County”) owns the Courthouse Plaza at the Intersection of Highway 1 and Highway 6; and

WHEREAS, through the combined efforts of the County of Lexington, Town of Lexington, and the Lexington Beautification Foundation, the Plaza has been landscaped with grass, shrubbery, trees, a fence, and a fountain, which has beautified the County property; and

WHEREAS, the Town of Lexington has requested to be allowed to have special events on the Courthouse Plaza; and

WHEREAS, the County is agreeable to allowing the Town to have special events on the Courthouse Plaza subject to the terms and conditions of the Lease Agreement attached hereto;

NOW, THEREFORE, be it ordained and enacted by Lexington County Council, as follows:

1. The Lexington County Council hereby approves the lease of the Courthouse Plaza property, pursuant to the terms and conditions as set forth in the attached Lease Agreement.
2. The Chairman of the Lexington County Council is hereby authorized to execute and deliver the Lease Agreement in the substantially final form attached hereto, subject to the approval of any revisions as are not materially adverse to the County by the County Administrator and the County Attorney.

7. **CONDITION OF PROPERTY.** Neither the County nor its agents have made any representations with respect to the leased premises except as expressly set forth herein, and no rights, easements, or licenses are acquired by the Town by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the leased property by the Town shall be conclusive evidence that the Town accepts the same "as is" and that the leased property was in good condition at the time possession was taken.

8. **MAINTENANCE OF LEASED PROPERTY.** The Town shall maintain the leased premise during the term of the lease. Maintenance shall include, but not be limited to, watering the grass and shrubbery, edging sidewalks, and cutting grass and trimming shrubbery. The Town shall pay the cost for water for the irrigation system and shall continue to maintain and pay for street lighting. The County shall pay the other electricity costs associated with the leased premises. The Town shall not alter the existing landscape and appearance of the leased premises.

9. **ASSUMPTION OF RISK.** Town assumes the risk of any injury or damage that may occur to any employees or any other persons that have access to the leased premises as a result of Town leasing the subject property.

10. **INJURIES AND PROPERTY DAMAGE.** Town shall be responsible for any liability that Town may create by its use of the leased premises

11. **INSURANCE: PAYMENT OF PREMIUM BY TOWN.** Town shall maintain liability insurance on the leased premises in an amount to be at least the liability exposure under the S.C. Tort Claims Act.

12. **GROUND WATER MONITORING WELLS.** The Town shall not do anything that will interfere with the existing underground monitoring wells located on the leased premises.

13. **LICENSES.** The Town shall obtain any and all licenses required to have any Special Event.

14. **REMEDIES NOT EXCLUSIVE.** It is agreed that each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies, and benefits allowed by law.

15. **WAIVER.** One or more waivers of any covenant or condition by the County shall not be construed as a waiver of a further breach of the same covenant or condition.

16. **EMINENT DOMAIN.** County shall be entitled to any condemnation payments.

17. **EXPIRATION.** At the expiration of the lease term, the Town shall surrender the leased property in as good condition as it was in at the beginning of the term.

18. **NOTICES.** Whenever under this Lease a provision is made of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Town is in writing addressed to the Town at his last known post office address or at the leased premises and deposited in the mail with postage prepaid, and if such notice to the County is in writing addressed to the address contained herein or at the last address given by County to Town in writing and deposited in the mail with postage prepaid.

19. **MEMORANDUM OF LEASE.** If Town desires to record this Lease in the Register of Deeds Office, a Memorandum of Lease which sets forth the term of the lease and the subject property shall be recorded.

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**

COUNTY OF LEXINGTON

BY: COUNTY OF LEXINGTON

NAME: _____

TITLE: _____

AS TO LESSOR

LESSEE

BY: TOWN OF LEXINGTON

NAME: _____

TITLE: _____

AS TO LESSEE

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LEXINGTON)

PERSONALLY appeared before me the undersigned witness and made oath that she saw the within-named _____ County of Lexington, as Lessor, by _____ its _____, sign, seal and, as its act and deed deliver the within-written LEASE AGREEMENT for the uses and purposes therein mentioned, and that she, with the other witness whose signature appears above, witnessed the execution thereof.

Witness

SWORN to before me this _____ day of _____ 2013.

(L.S)
Notary Public of South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LEXINGTON)

PERSONALLY appeared before me the undersigned witness and made oath that she saw the within-named _____, as Lessee, by _____ its _____, sign, seal and, as its act and deed deliver the within-written LEASE AGREEMENT for the uses and purposes therein mentioned, and that she, with the other witness whose signature appears above, witnessed the execution thereof.

Witness

SWORN to before me this _____ day of _____ 2013.

(L.S)
Notary Public of South Carolina
My Commission Expires: _____

Enacted this ____ day of _____, 2013.

William B. Banning, Sr.
Chairman, Lexington County Council

ATTEST:

Diana W. Burnett, Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

Filed W/Clerk of Court: _____