STATE OF SOUTH CAROLINA)
)
COUNTY OF MCCORMICK)

ORDINANCE 22-12

FILED
GWENDOLYN D. CHILES
2023 MAY -1 P 12: 49
CLERK OF COURT
MCCORMICK COUNTY, SC

AN ORDINANCE APPROVING AND AUTHORIZNG THE LEASE OF A PORTION OF A COUNTY BUILDING LOCATED IN THE TOWN OF MCCORMICK AT 219 NORTH MINE STREET - IDENTIFIED BY MCCORMICK COUNTY TAX MAP # 126-02-01-029.

WHEREAS, McCormick County owns a building located in the town of McCormick at 219 North Mine Street - identified by McCormick County Tax Map #126-02-01-29; and

WHEREAS, McCormick County has been approached about leasing a portion of the building containing approximately 1100 square feet to an organization to be identified prior to Third Reading of this Ordinance 22-12; and

WHEREAS, by this Ordinance 22-12, McCormick County Council approves the lease of the subject property - subject to the terms of a Lease Agreement to be approved and authorized prior to or at Third Reading of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the County Council of McCormick County, South Carolina, that a portion of the building owned by the County located in the town of McCormick at 219 North Mine Street - identified by McCormick County Tax Map #126-02-01-29 - containing approximately 1100 square feet be leased to an organization to be identified prior to Third Reading of this Ordinance 22-12 - subject to the following terms and conditions:

1. The lease of the property will be in accordance with an acceptable Lease Agreement approved by McCormick County Council at or before Third Reading and attached to this Ordinance 22-12.

2. The lease of the property is subject to final approval by McCormick County Council after approval of the Lease Agreement, three readings of this Ordinance 22-12, and a public hearing.

3. Upon approval of the Lease Agreement, three readings of this Ordinance 22-12, and a public hearing, the County Administrator is authorized to execute said Lease Agreement.

This Ordinance shall become effective upon adoption after three (3) readings and any required public hearing.

APPROVED AND ADOPTED this 18th day of March 2023.

MCCORMICK COUNTY COUNCIL

By: Charles Jennings

Charles Jennings, Chairman

ATTEST:

Crystal B. Barnes

Crystal B. Barnes, Clerk to Council

1st Reading:	January 17, 2023
2nd Reading:	February 21, 2023
Public Hearing:	February 21, 2023
Public Hearing:	April 18, 2023
3rd Reading:	April 18, 2023

STATE OF SOUTH CAROLINA)
) **LEASE AGREEMENT**
COUNTY OF MCCORMICK)

THIS LEASE AGREEMENT, with an effective date of June 1, 2023, by and between the **County of McCormick** (hereinafter referred to as Lessor) and **McCormick County First Steps** (hereinafter referred to as Lessee).

WHEREAS, Lessor owns a building located in the Town of McCormick at 219 North Mine Street and identified by McCormick County Tax Map # 126-02-01-029; and

WHEREAS, Lessee is a local nonprofit organization that works collaboratively to ensure that all children start school ready to reach their highest potential and which provides services in McCormick County; and

WHEREAS, Lessor and Lessee wish to enter into a lease of a portion of the building owned by Lessor located at 219 North Mine Street, McCormick, SC; and

WHEREAS, the parties wish to place in writing their relationship as it relates to the lease of the facility referred to herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

(1) **LEASE:** Lessor leases to Lessee a portion of the property and building located at 219 North Mine Street, McCormick, SC, identified by McCormick County Tax Map # 126-02-01-029 for use by McCormick County First Steps for staff offices and conference rooms. It is understood and agreed that no student activities will be conducted in the leased space.. The portion of the building being leased contains approximately 1,020 square feet and is shown on the sketch attached hereto.

(2) **TERM:** The lease term shall be for one (1) year. Either party may terminate this lease by giving thirty (30) days notice prior to the expiration of the term. If the lease is not terminated prior to the expiration of the term or modified by the parties as provided herein; it shall be renewed for another one (1) year term on the same terms and conditions as contained herein.

(3) **CONSIDERATION:** Lessee shall pay to Lessor as rent for the subject property the sum of $1,000.00 per month; with the first payment being due on June 1, 2023, and continuing on the first of each month thereafter through the entire term of the lease.

(4) **UTILTIES:** The Lessee shall be responsible for a prorated share of utilities, including, but not limited to, electrical power, gas, telephone, internet, cable, water, sewer, and similar charges.

(5) **ASSIGNMENT AND SUBLETTING:** The Lessee may not sublet the leased premises and this lease shall not be assigned to any other party without the written consent of the Lessor.

(6) **CONDITION OF PREMISES/RENOVATIONS & REPAIRS:** The Lessee accepts the leased premises in the present **"AS IS"** condition. The Lessor shall not be responsible or required to make any repairs or renovations to the leased premises. The Lessor shall not be required by this lease to maintain the leased premises and/or provide or maintain heating or cooling. The Lessee shall be responsible for the maintenance of the premises throughout the term of this lease. The Lessee shall keep the leased premises in "good condition" and shall return the premises in as good a condition as the reasonable use thereof will permit. The Lessee shall make no alterations or additions to the leased premises without the written approval of the Lessor and any approved additions/alterations shall remain with the premises upon termination.

(7) **INSURANCE AND INDEMNIFICATION:** The Lessor shall not be responsible for any damages and/or losses suffered by the Lessee in, at or on the leased premises, including damage or loss to personal property, fixtures, furniture and any and all items used by the Lessee in, at or on the leased premises. The Lessor shall not provide any insurance coverage on behalf of the Lessee and the Lessee shall be fully responsible for procuring and maintaining insurance to cover the contents of the leased premises, including any personal property, inventory, fixtures and/or other property contained therein. The Lessee shall indemnify the Lessor from and against any and all claims and demands, whether for injuries to person or damage to property, related to, or arising in any manner whatsoever, out of the use and occupancy of the leased premises. In the event, without fault on Lessor's part, the Lessor is made a party to litigation, commenced against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs and attorney fees in connection with such litigation and shall fully indemnify the Lessor for any and all expenses and damages related to said litigation.

(8) **DESTRUCTION OR DAMAGE TO PREMISES:** In the event the leased premises are destroyed or damaged to such an extent that the leased premises cannot be used for the purposes intended, then, in that event, this lease may be terminated by either party.

(9) **DEFAULT:** Should Lessee fail to maintain the payments as required by this Lease Agreement, Lessee shall immediately vacate the premises, leaving the property in good condition, and shall be responsible for any and all damages to the property, and any and all costs of collection for lease payments due and/or legal actions brought to have Lessee vacate, including attorney's fees.

(10) **MODIFICATION:** Any modification of this Lease Agreement must be in writing signed by both parties.

(11) **ENTIRE AGREEMENT:** As written, this Lease Agreement constitutes the final, entire agreement between the Lessor and Lessee concerning the lease of the property. Other than this Lease Agreement, the parties have made no further promises of any kind to one another, nor have they reached any other understandings, either written or oral.

(12) **CHOICE OF LAW AND VENUE:** This Lease Agreement shall be construed according to the laws of the State of South Carolina and is executed in McCormick County, South Carolina. All parties agree that the venue for any dispute regarding this Lease Agreement shall be McCormick County, South Carolina.

IN WITNESS WHEREOF, the Parties have signed this Lease Agreement effective June 1, 2023.

SIGNATURE PAGES FOLLOW

FOR THE LESSOR

Sandra C. Ramos

Brenda C. Jewell

COUNTY OF MCCORMICK

By: Columbus Stephens

Columbus Stephens
County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF MCCORMICK)

ACKNOWLEDGEMENT

This **LEASE AGREEMENT (instrument)** was acknowledged before me this ___ day of March 2023 by the **County of McCormick by Columbus Stephens, McCormick County Administrator**, (Lessor). Pursuant to this acknowledgement, I hereby certify that:

(1) The person acknowledging appeared before me and acknowledged the execution of this instrument; and
(2) The person acknowledging was known to me or I had satisfactory evidence that the person acknowledging was the person described in and who executed this instrument.

Crystal B. Barnes
(Signature of Person Taking Acknowledgment)
Notary Public for the State of South Carolina
My Notary Commission Expires: June 29, 2028
Printed or Typed Name: Crystal B. Barnes
Address: 982 Red Raw Rd McCormick SC 29835

FOR THE LESSEE

Helen J. Balamoti

Crystal Barnes

McCormick County First Steps

By: NaToya Cartledge

NaToya Cartledge
Executive Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF MCCORMICK)

ACKNOWLEDGEMENT

This **LEASE AGREEMENT (instrument)** was acknowledged before me this ___ day of March, 2023 by **McCormick County First Steps by NaToya Cartledge, Executive Director, its duly authorized representative** (Lessee). Pursuant to this acknowledgement, I hereby certify that:

(1) The person acknowledging appeared before me and acknowledged the execution of this instrument; and
(2) The person acknowledging was known to me or I had satisfactory evidence that the person acknowledging was the person described in and who executed this instrument.

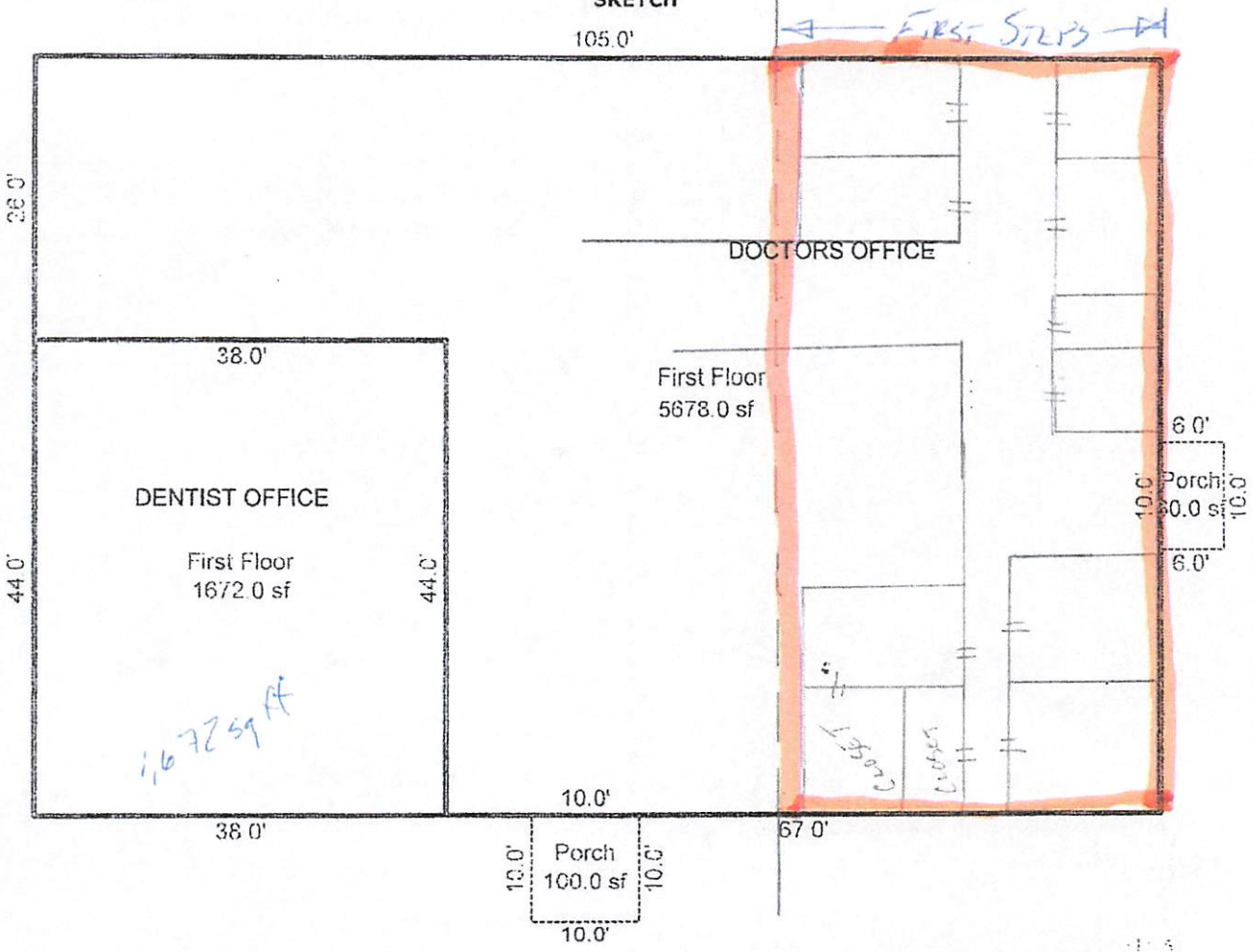
Crystal B. Barnes
(Signature of Person Taking Acknowledgment)
Notary Public for the State of South Carolina
My Notary Commission Expires: June 29, 2028
Printed or Typed Name: Crystal Barnes
Address: 990 Red Raw Rd mccormick SC 29835

SKETCH/AREA TABLE ADDENDUM

SUBJECT INFO

File No.: 126-02-01-029-1
Parcel No.: 126-02-01-029
Property Address: HWY 28
City: MCCORMICK
State: SC
ZipCode: 29835
Owner: MCCORMICK COUNTY
Client:
Appraiser Name:

SKETCH



AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
GBA1	First Floor	1.0	1672.0	164.0	1672.0
GBA1	First Floor	1.0	5678.0	350.0	5678.0
P/P	Porch	1.0	60.0	32.0	60.0
P/P	Porch	1.0	100.0	40.0	100.0

Net BUILDING (rounded) 7,350

AREA CALCULATIONS BREAKDOWN

Name	Base x	Height x	Width =	Area
First Floor		105.0 x	26.0 =	2730.0
		67.0 x	44.0 =	2948.0
First Floor		44.0 x	38.0 =	1672.0

3 total items (rounded) 7,350