

THIS LEASE AGREEMENT made and entered into on the year 2012 and day last written herein, by and between GreenGate Community Initiative who resides at: 805 Kenilworth Drive, Greenville SC, zip 29615, and who owns **0541040108800** (property number) hereinafter called "Adjacent Landowner", (Phone #) 864-908-1670, and the County of Greenville, South Carolina, a first class charter county, hereinafter called "Greenville County".

WHEREAS, Greenville County is conducting and administering the Greenville County Flood Buy-Out Program using Federal Emergency Management Agency (FEMA) funding;

WHEREAS, FEMA approved the use of lease back agreements with Adjacent Landowners;

WHEREAS, the Adjacent Landowner referred to herein owns property adjacent to property bought out under the Greenville County Flood Buy-out Program; and

WHEREAS, Greenville County, through its ability to administer the above referenced program, has determined that it is in the best interests of Greenville County citizens that Adjacent Landowners maintain and have exclusive use of this property;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Adjacent Landowners own property adjacent to the below-described property.

Greenville County will lease property described as Subdivision: Wellington Green Address, 1000 Kenilworth Drive Lot 9 with property tax number(s) 0541040113600, more specifically referred to in the legal description which is attached hereto as Exhibit "A", for the consideration of:

- a) The sum of ONE DOLLAR (\$1.00) per year, which amount for the first year is paid herein, and receipt is acknowledged;
- b) Year-round maintenance of the property which includes, but is not limited to, keeping the property in a neat, clean and sanitary condition, and complying with all zoning and property maintenance codes of Greenville County.

2. The term of this lease is until July 1, 2013 terminated earlier as more fully explained herein. Owner shall have with County Administrator's approval the right to extend the term of this lease for up to four (4) one (1) year options. Owner shall notify County of Greenville 90 days before termination of intent to exercises option to renew.

3. During the term of this lease the Adjacent Landowner shall:
 - a) Not build a structure, extend septic laterals on the leased premises, or use the land for commercial, industrial or residential purposes;
 - b) Not authorize anyone to cut timber, remove soil, operate off road vehicles, or conduct bonfires or parties on leased ground;
 - c) Properly maintain the leased ground by not violating any current or future County ordinance concerning maintenance of real estate within the County, including but not limited to: (1) No storage or dumping of trash or hazardous waste; (2) No parking of unlicensed or commercial vehicles; (3) No parking of boats, trailers, campers, and other recreational vehicles, except those owned by the Adjacent Landowner for a period of not more than 48 hours per week; and (4) No keeping of livestock, poultry, or kennels;
 - d) Remain the fee simple title holder of the adjacent property to the leased premises;
 - e) Occupy the adjacent property;
 - f) Not assign the lease;

- g) Abide by any deed restrictions of record that apply to the leased premises;
- h) Not sublease the property referred to herein; and
- i) Comply with all current and future County ordinances on building as well as planning and zoning; and
- j) The Adjacent Landowner agrees to indemnify Greenville County for any negligent act of the Adjacent Landowner or of which the Adjacent Landowner is found liable.

4. Personnel of Greenville County, South Carolina, have the right to enter upon and inspect the premises at any time.

5. This lease:

- a) Automatically terminates on July 1, 2013, and
- b) May also be terminated by either party hereto by giving (30) days prior written notice at the address of the other party shown on the signature page.

6. This Agreement constitutes the entire agreement between the parties, and any statements, representations, or promises are contained herein and no other oral statements or promises shall be binding.

7. This agreement shall be interpreted according to the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on this

11 day of January, 2012.

"GreenGate Community Initiative"

Jennifer O. Twiston

Daniel A. Oak

Address

805 Kenilworth Dr.

Greenville SC 29615

Greenville County

c/o Rick Brookey

301 University Ridge, Suite 3800

Greenville, SC 29601

Herman G. Kirvin, Chairman

Greenville County

ATTEST

Theresa B Kizer, Clerk to Council

Joseph M. Kernell, Administrator

Greenville County