

1. The parties to this Agreement are:

- a.) The Hickory Tavern Youth Recreation Association, an eleemosynary association, hereinafter referred to as the "Owner".
- b.) The Laurens County Parks, Recreation and Tourism Commission, an agency of the government of the County of Laurens, hereinafter referred to as the "Tenant".

2. The property to which this agreement relates is described as follows:

All that piece, parcel or tract of land, situate, lying and being on the Western side of South Carolina Road S-30-54, in the Hickory Tavern Community, Sullivan's Township, County of Laurens, State of South Carolina containing 5.00 acres, more or less, being bounded according to plat of survey hereinafter referred to as follows: on the North by property N/F of Abercrombie for 690.5 feet, more or less; on the East by South Carolina Road S-30-54 for 240.0 feet, more or less; on the South by property N/F of Woznick for 732.4 feet, more or less; and on the West by property N/F of Woznick for 398.8, more or less. Said tract of land being more particularly shown and described on plat of survey made by Freeland and Associates, Land Surveyors, dated October 27, 1986, recorded in Plat Book 5~ at Page 190 in the Office of the Clerk of Court for Laurens County, SC and is by reference incorporated herein as part of their description.

3. The "Owner" is an organization created for the purposes of providing recreation for the youth of the Hickory Tavern Community and the Laurens County Parks, Recreation and Tourism Commission is a governmental agency performing the function of providing, among other things, recreational opportunities to all areas of the County. The parties have determined that both of their missions can best be accomplished by the management of this property being placed under the Parks, Recreation and Tourism Commission. The "Owner" hereby leases to the Commission the property herein described upon the terms and conditions as set forth herein.

4. This lease shall commence on October 1, 2011 and shall expire on August 31, 2016.

5. (a) The "Owner" reserves the exclusive right to operate concession stands and the like upon the premises for a period of five (5) years. The "Owner" agrees that the net proceeds from said operations shall be applied to performing its maintenance duties under this contract and that any remaining proceeds shall be applied to providing public recreation in the Hickory Tavern Community.
- (b) During the period of this Lease, the "Tenant" shall be responsible for routine maintenance of the ball fields (such as cutting the grass, lining the fields and related matters). The "Owner" shall be responsible for other maintenance as may be necessary to keep the premises and the improvements in a good and serviceable condition for game play and common usage.

- (c) At the expiration of the five (5) year term, or a succeeding five (5) year term thereafter, the provisions of paragraph six (6) shall also be renewed for a corresponding five (5) year term, unless in the ninety (90) days preceding the expiration of the term, either party shall give the other written demand to renegotiate this item or to terminate it. If the parties reach no new agreement after the giving of such notice, the "Tenant" shall have the exclusive right to operate concessions upon the property and shall be responsible for all maintenance and upkeep of the property.
7. (a) The "Tenant" shall pay to the "Owner" the sum of \$1 .00 per year.
- (b) The "Tenant" shall operate the facility as a public recreational facility offering, at a minimum, the recreational opportunities that the "Owner" has offered heretofore. If the "Tenant" should cease to operate this as a public recreational facility providing such recreational opportunities to the community, the "Owner" shall be entitled to the remedy of specific performance and should it prevail in action for specific performance, it shall, in addition, be entitled to the reasonable legal fees and expenses incurred as may be determined by the Court.
- (c) The "Owner" is currently sponsoring Youth Sports Programs and the parties agree to cooperate in the scheduling of games and activities, whether sponsored by the "Owner" or the "Tenant". Youth Sports Programs and related events, which are sponsored by the Owner, shall have priority in scheduling. "Owner" shall contact "Tenant" in advance for scheduling. Programs for the benefit of youth, ages 17 and under shall have priority over other programs. The provisions of this sub-paragraph shall only apply to the field in existence at the commencement of the lease or any field that may replace a field existing at the commencement of the lease.
8. The "Tenant" shall provide insurance upon the buildings and other improvements upon the property to protect the "Tenants" interest. Furthermore, the "Tenant" shall hold the "Owner" harmless from any claim, suit, cause of action or liability which may occur on or in connection with the premises, (upon the condition that the "Owner" shall give the "Tenant" timely notice of such), excepting only liability which may be occasioned as a result of the "Owner's" concession operations [paragraph 6 (a)], maintenance operations [paragraph 6 (b)], or other injury directly and proximately caused by the conduct of the "Owner", its members, guests, agents, and servants.
9. This agreement hereby amends and supercedes any previously held agreements between the Laurens County Parks, Recreation and Tourism Commission and the Hickory Tavern Recreation Association upon validation of signatures.

SIGNATURE AND NOTARY PAGES TO FOLLOW:

IN WITNESS WHEREOF The Hickory Tavern Youth Recreation Association and the Laurens County Parks, Recreation and Tourism Commission set their hands and seals this the day of 9-23-2011 2011.

Signed, Sealed, and
Delivered in the Presence of:

Marsha Duke
WITNESS

Marsha Duke
WITNESS

HICKORY TAVERN YOUTH
RECREATION ASSOCIATION

BY: Brian McKee
President

John W. Martin
Treasurer

Marsha Duke
WITNESS

Betty Cofosse
WITNESS

LAURENS COUNTY PARKS,
RECREATION AND TOURISM
COMMISSION

By: [Signature]
IT'S DIRECTOR