

DATE
1-20, 10

DOCU-
MENT

ATTACH-
MENTS

REVIEWED BY
PREPARED BY

[Signature]

[Signature]

CITY ATTORNEYS OFFICE

[Signature]

AN ORDINANCE TO PROVIDE FOR THE LEASE OF SPACE AT THE AIRPORT
FROM THE CITY OF ROCK HILL TO
ROBERTS ENTERPRISES, LIMITED PARTNERSHIP

BE IT ORDAINED by the Governing Body of the City of Rock Hill,
in Council assembled:

SECTION 1. That this Ordinance is being adopted in order to effect proper compliance with the provisions of the Home Rule Act of 1975, now South Carolina Code of Laws for 1976, Section 5-7-30, Section 5-7-40 and Section 5-7-260, and Section 2-48 and 2-96 of the Code of the City of Rock Hill.

SECTION 2. That the City of Rock Hill, South Carolina, is the owner of a parcel of land at the Rock Hill-York County Airport, shown as Lot 2 depicted in Attachment A of the Hangar Area Lease, which is attached hereto and made a part hereof; that the City of Rock Hill has agreed to lease Roberts Enterprises, Limited Partnership, said tract of land for the purpose of aircraft storage and aircraft maintenance on its own aircraft, as specified in the proposed Hangar Area Lease; and that the rental for the above described property shall be as set forth in the proposed Hangar Area Lease.

SECTION 3. That lease of the above mentioned tract to Roberts Enterprises, Limited Partnership, for the consideration set forth above, all pursuant to the terms fully set forth in a proposed Hangar Area Lease, a copy of which is attached hereto and

incorporated herein, is hereby approved, authorized, directed, ratified and confirmed in all respects.

SECTION 4. That all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. That this Ordinance shall be and become finally binding immediately after same shall have received first and second readings, given in manner required by law.

DONE AND RATIFIED in Council assembled on this the ____ day of _____, 2010.

A. Douglas Echols, Jr., Mayor

Kevin H. Sutton, Mayor Pro Tempore

John A. Black, III, Councilmember

Susie B. Hinton, Councilmember

Kathy S. Pender, Councilmember

James C. Reno, Jr., Councilmember

Osbey Roddey, Councilmember

ATTEST:

David B. Vehaun
Municipal Clerk

STATE OF SOUTH CAROLINA)
) Hangar Area Lease
COUNTY OF YORK)

This Agreement or Lease ("Lease" or "lease"), made and entered into on the date indicated below by and between the City of Rock Hill, a municipal corporation, hereinafter called the Lessor, and Roberts Enterprises, Limited Partnership, with an address of 3088 Mountainview Road, Clover, SC 29710 hereinafter called the Lessee.

WHEREAS, the City of Rock Hill owns and operates an airport known as the Rock Hill - York County Airport and Lessor is desirous of leasing to the Lessee a certain parcel of land on the said airport hereinafter more fully described, for the purpose of aircraft storage.

WHEREAS, the Lessee will use the below described property for the purpose of storing aircraft and shall conduct only such aircraft maintenance on its own aircraft as performed by the Lessee or by regular employees of the Lessee.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor and the Lessor does hereby grant, demise and lease unto the Lessee the following premises, right, and easements on and to the airport upon the following terms and conditions:

1. **Property Description.** The Lessor does hereby grant, demise and lease unto Lessee the following described tract of land at said airport with respect to which Lessee is to have for the term of this lease the exclusive use of said tract described as follows: 4,900 square feet as depicted as Hangar Lease Lot 2 in the attached Perimeter Survey

2. **Hangar Construction.** The Lessee shall have the right to erect, maintain and alter buildings or structures upon said premises providing such buildings or structures conform to the Building code requirements of the (State Industrial Commission or Agency), any requirements of the United States and any (city, county, or town) ordinance now or hereafter in effect. All plans for such buildings or structures shall be reviewed and approved by the said

Airport Commission and the City Manager, or his designee. Title to the buildings erected by the Lessee shall remain with the Lessor after the expiration of this Lease.

3. **Term.** The term of this lease shall be for a period of 25 years commencing on the latest date of execution by Lessor and Lessee of this Agreement.

4. **Rent.** The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein provided for, a yearly rental of 20 cents per square foot for the land leased, for total annual charge of \$980, payable on the date of execution of this Agreement for the first year and in advance of each succeeding year by January 15 of that year. It is understood and agreed that the rental rate herein specified shall be adjusted based on the Consumer Price Index ("CPI") at the end of each year following execution of this Lease.

5. **Non-Exclusive Use.** The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's aircraft, the right of ingress to and egress from the demised premises, which right shall extend to Lessee's employees, guests, and patrons; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, taxiing and landing of aircraft.

6. **Laws, Regulations and Recitals.** The Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport. In addition, the premabulary recitals set forth above are agreed to by the parties hereto and made a part hereof.

7. **Hold Harmless.** The Lessee agrees to hold the Lessor free and harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on damages by reason of such acts or omissions.

8. **Insurance.** The Lessee shall carry liability insurance on the premises in the amount of \$1,000,000.00 per occurrence and a copy of the said policy is to be filed with the airport manager and kept in full force and effect at all times during the term of this lease, and shall also keep any additional insurance as the City may from time to time require. The City, its elected and appointed officials, employees and volunteers should be named as an additional insured.

9. **Maintenance of Buildings.** The Lessee will maintain the structures occupied by him and the surrounding land premises in good order and make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building or restore the leased land to its original condition, or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

10. **Right to Inspect.** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

11. **Taxes.** Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or the buildings which he may erect on lands leased exclusively to him.

12. **Signs.** Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.

13. **Default.** Failure on the part of Lessee to pay the rent hereunder within 30 days after same shall become due shall authorize Lessor, at its option and without legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises. Also if Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct

such violation within thirty days, the Lessor may at once, if it so elects, terminate the same and take possession of the premises.

14. **Lease Transfer.** Lessee may, at any time during the time of this lease, assign, hypothecate or transfer this agreement or any interest therein, with the written consent of the Lessor. Lessor shall not withhold such written consent unreasonably. In the event that the Lessor does withhold written consent for such transfer, the Lessor shall give written explanation as to the reasons for withholding such consent, and such reasons shall be provided to the Lessor within 30 days of initial request for consent. In the event that the Lessee should default on loan obligations related to this lease, then the lender shall have the right to assume all rights and responsibilities of this lease; in such case the lender shall then become the Lessee, and the lease will continue without interruption.

15. **Airport Development.** The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

16. **Approach Protection.** The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

17. **Subordination Clause.** This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport.

18. **Default.** Any controversy or claim arising out of or relating to this Lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by a court of competent jurisdiction in South Carolina under South Carolina law. All remedies available

under law or equity shall be available to the non-defaulting party and the non-defaulting party shall be entitled to recover against the defaulting party a reasonable attorney's fee and related costs and court costs.

19. **Renewal at Lease End.** At the end of the term of the lease term, the City shall agree to renew this lease, with the same rates and conditions, with the existing Lessee for a further 10 year term, so long as Lessee has made a written request to renew this lease to Lessor prior to the expiration of the Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 20__.

In the Presence of:

Lessor:

City of Rock Hill

By: _____
Its: _____

Lessee:

By: _____
Its: _____

Subscribed and sworn to before me
this _____ day of _____, 20__

Notary Public for _____

My commission expires _____