

Sponsor (s) Department : Parks & Recreation
Adopted : July 16, 2026
Public Hearing : July 16, 2026
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL- ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 03-2026/27

(A Resolution To Approve A Renewal Of The Lease Agreement Between Florence County And Florence School District 3 For The Use Of The Olanta Athletic Complex Located At 339 Welsh St Olanta, SC 29114 (Tax Map Number: 04520-03-068) In The Amount Of \$1.00 Annually For A Term Of Twenty (20) Years.

WHEREAS:

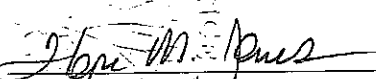
1. Florence School District 3 has leased the Olanta Athletic Complex to Florence County for many years and the current lease has expired. The park provides recreational space for the Olanta community with features such as two baseball/softball fields, a walking track, a playground, and a picnic shelter.
2. The lease amount is \$1.00 for a term of twenty (20) years.

NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

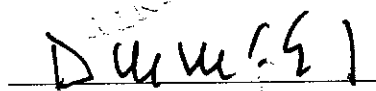
Florence County Council hereby authorizes the County Administrator to execute the lease agreement with Florence School District 3 in the amount of \$1.00 for a term of twenty (20) years.

ATTEST:

SIGNED:


Hope M. Jones, Council Clerk


Jerry Yarberough, Jr., Chairman


D. Malloy McEachin, Jr., County Attorney

COUNCIL VOTE: *approved*
OPPOSED: *X*
ABSENT: *Spring*

Councilman Springs voted by proxy with a "YES" vote.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE) LEASE OF PARCEL (FORMER OLANTA HIGH
) SCHOOL ATHLETIC FACILITIES)

This Lease, made and entered into as of this 18th day of June, 2026, between FLORENCE COUNTY SCHOOL DISTRICT NO. 3, a political subdivision of the State of South Carolina, hereinafter termed "Lessor", and FLORENCE COUNTY, a body politic and corporate and a political subdivision of the State of South Carolina, hereinafter termed as "Lessee". The terms and conditions of this Lease shall be binding on the parties hereto and their successors, assigns and personal representatives.

- I. LEASED PREMISES. Subject to the terms and conditions set forth hereinafter, the Lessor leases hereby to the Lessee and the Lessee rents hereby from the Lessor that portion of the property of the Lessor (the "Premises") which is described more particularly as follows:

Two baseball fields, a concession/restroom building, and walking track located at
339 Welsh Street, Olanta, SC, 29114, bearing tax map number 4520-03-068.
2. TERM OF LEASE/RENT/UTILITIES. The term of this Lease shall commence upon the execution of this Lease by both parties and shall continue for a period of ten (20) years. Rent for the Premises shall be five (\$5.00) dollars, said amount paid in one lump sum, the receipt of which is hereby acknowledged.
3. USE OF LEASED PREMISES/UTILITIES. Lessee's use of the Premises shall be for the purpose of conducting community recreational activities. All utilities consumed on the Premises during the term of this Lease shall be paid for by the Lessee.
4. IMPROVEMENTS TO THE LEASED PREMISES. The Lessee shall be permitted to make any and all improvements to the Premises without prior written consent of the Lessor, including installation and use of signs. Any improvements constructed on the Premises by the Lessee shall become the property of the Lessor at the termination of this Lease.
5. REPAIRS AND ALTERATIONS. The Lessee shall, at its sole cost and expense, maintain those portions of the Premises actually used by the Lessee and any improvements thereon in good condition for the duration of the Lease.
6. REMOVAL OF FURNITURE AND EQUIPMENT. All furniture and equipment placed on the Premises by Lessee are recognized to be the sole property of the Lessee and shall remain the Lessee's property. During the term of the Lease and at the time of termination of the Lease term, the Lessee may remove these items.
7. DEFAULT. As used in this Lease, the term "event of default" shall mean any one of the following:
a) the failure of the Lessee after receipt or demand from the Lessor to fulfill any duty or obligation imposed on the Lessee by this Lease; b) the taking of the leasehold interest of the Lessee hereunder pursuant to an execution on a judgment.

The Lessor shall give written notice of any event of default to the Lessee, which thereafter shall have thirty (30) days within which to remedy, correct or contest in writing such default.

8. LIABILITY INSURANCE. The Lessee shall secure and keep in force at its own expense during the term of this Lease tort liability insurance coverage in the amount of Three Hundred Thousand Dollars per person, Six Hundred Thousand Dollars per occurrence with respect to the Premises.
9. EMINENT DOMAIN. If all or any part of the Premises shall be taken under a power of eminent domain, the compensation or proceeds awarded for the taking of the Premises shall belong to Lessor. If the taking is to such an extent that it is impracticable for Lessee to continue its use of the Premises, this Lease, at the option of the Lessee, shall terminate upon ten (10) days written notice from Lessee to Lessor. Nothing herein shall prevent Lessor and/or Lessee from seeking any and all damages sustained from the condemning authority by reason of the exercise of the power of eminent domain.
10. IDENTITY OF INTEREST. The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent or of a partnership or of a joint venture and the relationship between them shall be and remain only that of Lessor and Lessee.
11. NOTICES AND REPORTS. Any notice, report, statement, approval, consent, designation, demand or request to be given and any option or election to be exercised by a party under the provisions of this Lease shall be effective only when made in writing and delivered and mailed by registered or certified mail to the other party at the address given below:

Lessor: Florence County School District No. 3
Attention: Superintendent
PO Box 1389
Lake City, SC 29560

Lessee: Florence County
Attention: County Administrator
180 N. Irby St., MSC-G
Florence, South Carolina 29501

provided, however, that either party may designate a different address from time to time by giving to the other party notice in writing of the change.

12. ENTIRE AGREEMENT. This Lease contains the entire and complete understanding by and between the parties hereto relative to the leasing of the premises herein described, which may be amended only by like instrument.
13. SEVERABILITY. If, during the term of this Lease, it is found that a specific clause or provision of this Lease is illegal or unenforceable, the remainder of this Lease shall not be affected by such determination, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

WITNESSES:

FLORENCE COUNTY SCHOOL DISTRICT NO. 3
Lessor

By: _____

Superintendent of Schools

WITNESSES:

FLORENCE COUNTY
Lessee

By: _____

Kevin Yokim
County Administrator