

ORDINANCE NUMBER 2892

**AN ORDINANCE AUTHORIZING THE LEASE OF VACANT REAL PROPERTY
OWNED BY THE CITY OF SUMTER AT 627 SOUTH SUMTER STREET**

- WHEREAS,** the City of Sumter is the owner of vacant and unimproved real property located at 627 South Sumter Street in the City and identified by Tax Map Number 227-12-03-026 (the "Property"); and
- WHEREAS,** the City desires to lease the Property to the South Sumter Neighborhood Beautification Association for use as a community garden project and for the public purpose of facilitating public health and the general welfare and convenience of the City by supporting positive, beneficial, and unifying activities within the community; and
- WHEREAS,** S.C. Code section 5-7-260(6) and City Code section 2-64(a)(8) require that the City act by ordinance to lease any lands of the City,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUMTER, SOUTH CAROLINA, AT ITS REGULAR MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF THAT:

1. The City Council approves the lease of property located at 627 South Sumter Street in the City and identified by Tax Map Number 227-12-03-026, for the uses and benefits described above, by way of a Lease Agreement with the South Sumter Neighborhood Beautification Association, in the form attached or in substantially similar final form.
2. The City Manager is authorized to execute and implement the Lease Agreement on behalf of the City.

This Ordinance shall become effective immediately upon adoption on Second Reading.

ADOPTED IN COUNCIL ASSEMBLED THIS 4TH DAY OF NOVEMBER, 2025.

CITY OF SUMTER, SOUTH CAROLINA

David P. Merchant, Mayor

James B. Blassingame, Mayor Pro Tempore

Calvin K. Hastie, Sr., Councilman

Colin C. Davis, Councilman

Gifford M. Shaw, Councilman

Anthony Gibson, Councilman

Rebecca Lynn Kennedy, Councilwoman

ATTEST:

Linda D. Hammett, City Clerk

First Reading: September 16, 2025

Second/Final Reading: November 4, 2025

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into as of the last date signed below, between the **CITY OF SUMTER, SOUTH CAROLINA**, hereinafter sometimes referred to as the "City" or as the "Owner", and the **SOUTH SUMTER NEIGHBORHOOD BEAUTIFICATION ASSOCIATION**, hereinafter sometimes referred to as the "Association" or as "Lessee."

WITNESSETH:

1. PREMISES. Owner, in consideration of rents, covenants, and conditions set out herein, to be paid, kept, performed, and observed by Lessee, does hereby lease to Lessee, and Lessee hereby takes from Owner, pursuant to this Lease, the premises (the "Leased Premises") known as 627 South Sumter Street in the City (Tax Map Number 227-12-03-026) to be used exclusively by Lessee as a community garden to be operated under reasonable rules to be established by Lessee.
2. TERM. Lessee will have and hold the Leased Premises for a term of two (2) years from the last date signed below, with any renewal to be mutually agreed upon by Owner and Lessee prior to the Lease expiration date and for such further period as may be mutually agreed.
3. RENT. Lessee shall pay a monthly rent of five (\$5.00) dollars beginning on the first day of this Lease and on or before the first day of each calendar month thereafter for the Term of the Lease. Lessee, at any time, may pre-pay the rent for subsequent calendar months of the term.
4. LESSEE'S UTILITIES. Lessee shall pay all charges or bills for all water and sewer utility services used by Lessee for the Premises exceeding one hundred (\$100.00) dollars per billing period. Owner will be responsible for the first one hundred (\$100.00) dollars per billing period.
5. USE OF PREMISES. Lessee agrees to use the Leased Premises exclusively as a community garden and for no other purpose. Lessee may install fencing in conformity with any other applicable ordinances or regulations of the City and may exclude others from the Leased Premises. Lessee shall not install or build any permanent structures on the Leased Premises or allow overnight occupancy. It is understood and agreed that, upon the end of the Term of this Lease, Lessee shall remove any fencing, structures, equipment, materials, or debris, and shall repair any damage to the Leased Premises and restore any disturbed soils or surface conditions to substantially the same condition as of the beginning of the term.
6. AS-IS CONDITION, IMPROVEMENTS, MAINTENANCE, AND REPAIRS. Lessee agrees to the delivery of the Leased Premises from Owner in as-is condition and Lessee shall be responsible for any removal of any existing structures or facilities or for further improvements at its own expense. Lessee shall be responsible for maintenance and repairs of all structures and facilities on the premises, and for any landscaping of the grounds. Lessee shall maintain the Leased Premises throughout the term by mowing as appropriate and by keeping the property free of trash, debris, and vegetative overgrowth.
7. ASSIGNMENT OR SUBLEASE. Lessee shall not assign, sub-let, transfer, mortgage, pledge, or otherwise encumber or dispose of its leasehold interest in the Leased Premises or any part thereof.
8. OPTION TO TERMINATE. Owner or Lessee may terminate this Lease Agreement for any reason by giving sixty (60) days written notice to the other party.

9. INDEMNIFICATION OF OWNER. Owner shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, and Lessee agrees to hold Owner harmless from any claims for damages (including attorney's fees), except for Owner's own negligence.

10. NOTICES. Notices required or permitted under this Lease shall be in writing and deemed to be properly served on receipt if sent by overnight delivery service, facsimile with confirmation copy, or certified or registered mail to the City at City Manager, City Hall, 21 North Main Street, Sumter, South Carolina 29150, and to the Association at President, South Sumter Neighborhood Beautification Association, 109 Gates Street, Sumter, South Carolina 29150.

11. ENTIRE AGREEMENT. This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both the City and the Association.

IN WITNESS WHEREOF, the City, by and through its undersigned duly authorized representative, and the Association, by and through its undersigned duly authorized representative, have executed this Lease Agreement, effective on the last date signed below.

OWNER:

CITY OF SUMTER, SOUTH CAROLINA.

By: _____

Print Name: _____

Its: _____

Date: _____

LESSEE:

SOUTH SUMTER NEIGHBORHOOD
BEAUTIFICATION ASSOCIATION

By: _____

Print Name: _____

Its: _____

Date: _____

WITNESSES AS TO OWNER:

WITNESSES AS TO LESSEE:



Sumter St

S Sumter St

S Sumter St

627 S. Sumter St

2271202022

630

2271203022 623

625

629

631

2271203030

2271203023

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18

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2271203031

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