

## **LEASE WITH RIGHT OF FIRST REFUSAL TO PURCHASE**

### Description

This Lease with Right of First Refusal to Purchase is between the owner(s) of an undivided tract of land in York County, South Carolina, more specifically identified as a small portion of parcel #6580000090 owned by James S. and Colette M. Kent, with tax record address of 2525 Holbrook Rd., Ft. Mill, SC 29715 and Green Thumb Financial, LLC, it's related Companies and assigns. This property is located AT 187 S. Sutton Rd., Ft. Mill, SC 29715-7017. The exact location is a small plot approximately 4' x 4' for an outdoor equipment shelter and pad plus a 60 ft. pole with mast beside the shelter for the purposes of mounting an FM yagi antenna. The location is specifically at coordinates N 35 00.289, W 080 58.881. Ingress/egress certainty is part of and pivotal to this Agreement as well as AC power access from the adjoining house. Additionally, lessee will be allowed to install a York Electric security light service on the pole as well as right of way to connect a CATV high speed internet line and/or phone lines to the enclosure. Lessee will provide password protected wireless internet access to owner(s).

### Parties to this Contract

The parties to this Contract are the owners/sellers, James S. and Colette M. Kent, (owners) of the above address, and Green Thumb Financial, LLC, (lessee), at 4406 Island Forks Road, Clover, S. C., 29710, or at such address as may be provided by the Lessee. Lessee has the right to assign the full rights of this lease and right of first refusal to purchase to any future buyer or then owner of said listed property.

### Consideration

The monthly lease amount for the rights to enter upon the property to the location of an existing treated wooden pole, approximately sixty (60'+ -) high, to use this pole upon which to affix a metal device weighing not more than forty (40) pounds including mount, along with a weather-proof enclosure, shall be at the rate of \$150.00 monthly for a period of two years, and at a rate of \$200 monthly the subsequent three year period, along with right-of-first refusal to buy, exercisable upon sixty (60) days written notice to the Owners via first class mail at the above address, or at a different address as provided by the Owner, and further with a right of renewal for an additional five-year period under the same terms but with an acceleration of 2% annually in rental amount. Lessor agrees to allow right of way for AC power, telephone line and high speed interconnection to the Pole Location as needed. Lease Payments are to made each month in advance and due by the 10<sup>th</sup> of each month. The lease and payments for this lease will commence when the enclosure is placed on the property or when the pole is installed, whichever comes first. It is estimated that the date for this will be approximately July, 2011. In addition to the lease amount lessee agrees to pay the utility bill for the existing house and welding shop which is typical \$60 or less per month and the amount is not to exceed

\$75 per month for the first two years and \$100 per month thereafter. Lessor agrees to allow Lessee at Lessee's to trim the top of the large oak located between Sutton Rd. and the house structure should it interfere with the FM signal path.

#### Taxes and Indemnification

Owner shall continue paying all relevant taxes on owned property and at closing, should that occur, present a clear title to property absolved of liens of any kind, free and clear of any encumbrances of any type. Owner and Lessee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage whether by accident or Act of God, and whether involving first, second or third parties during the term(s) of this Contract.

#### Jurisdiction

This Contract may be executed in any number of counter parts, each of which shall be deemed as original, but all of which shall constitute a single instrument and which is enforceable under the laws of the State of South Carolina.

#### Severability

All elements of this document shall apply unless a Court of competent jurisdiction shall rule otherwise as to one or more elements. All remaining elements shall remain in full force and effect.

#### Environmental Laws

The Lessee asserts that during the term(s) of this Contract, it will not cause any activity which might be subsequently considered by State or Federal authorities as endangering the area environment. Likewise, the Owner asserts that it has no knowledge of any substance, chemicals or waste or any "Hazardous Substance" on the Property which is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

#### Successors and Assigns

This Contract and Easement granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties thereto, their respective successors, personal representatives and assigns. The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract in their individual or representative capacities as indicated.

Right of First Refusal and Option to Buy

Lessor agrees to give Lessee the Right of First Refusal on any offers to purchase all or any part of the parcels listed above at a price equal to the *formal purchase price* being offered to Lessor.

**OWNERS:**

By: James S. Kent

Date: March 23<sup>rd</sup> 11

By: Colette M. Kent

Date: March 23<sup>rd</sup> 11

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF YORK

James S. Kent, Robert H. Cauthen, Jr.

Personally appeared before me And Colette M. Kent and made oath that (s) he saw the within named person(s) sign, seal and as his act and deed, deliver the within written Contract, and that (s) he with Laura Jennings witnessed the execution thereof.

Laura Jennings witness

Sworn to before me this 23<sup>rd</sup>

day of March, 2011

Notary Public

My Commission Expires November 22, 2015