

**ORDINANCE NO.: 2009-108**

*Authorizing the Interim City Manager to execute a Lease Agreement between the City of Columbia and SCANA Communications, Inc. for lease of a 6,400 square foot portion of the Lake Murray Water Treatment Plant known as Lexington County TMS #001-800-07-002 for a cell tower*

ORIGINAL  
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 21st day of October, 2009, that the Interim City Manager is authorized to execute the attached Lease Agreement between the City of Columbia and SCANA Communications, Inc. for lease of an eighty (80') foot by eighty (80') foot (6,400 square feet) parcel of Lexington County TMS #001-800-07-002 known as the Lake Murray Water Treatment plant for installation and maintenance of a cell tower.

Requested by:

Utilities and Engineering



MAYOR

Approved by:

Interim City Manager

Approved as to form:

City Attorney

ATTEST:



City Clerk

Introduced: 10/7/2009

Final Reading: 10/21/2009

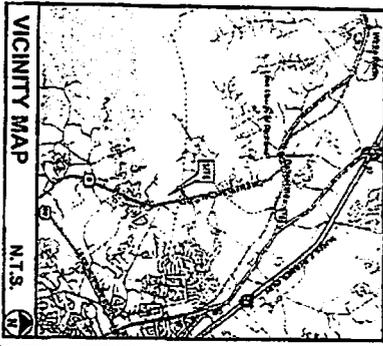
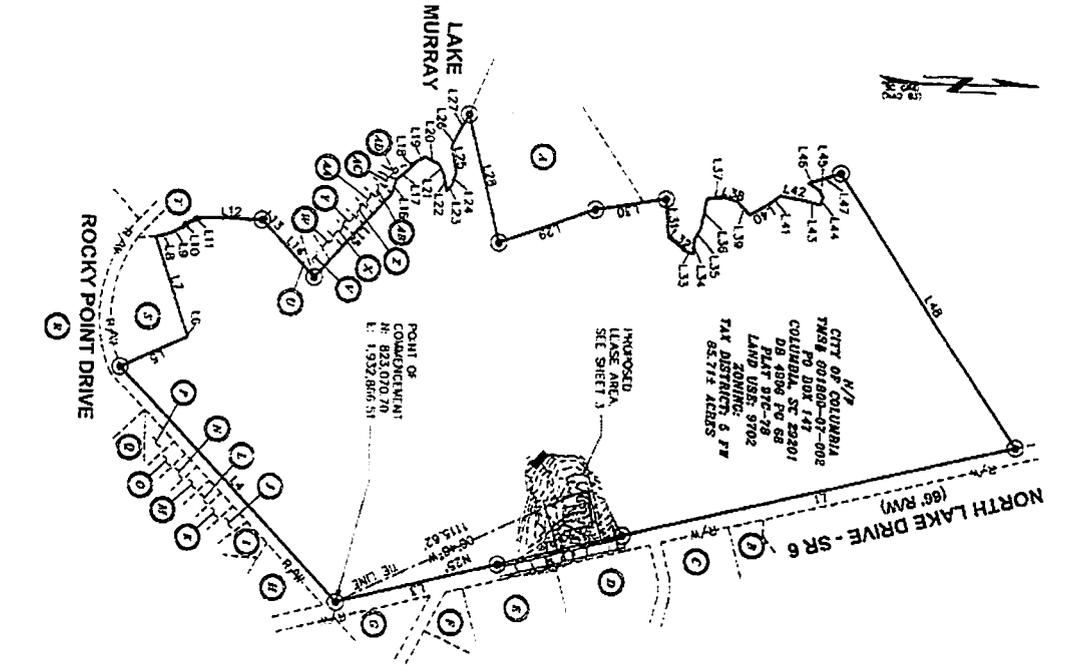
**NOTES:**

1. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A REPORT OF TITLE.
2. THIS PLAN DOES NOT REPRESENT A TITLE SURVEY.
3. THE BEARINGS AND COORDINATES FOR THIS PLAN IS THE BASIS OF THE BEARINGS AND COORDINATES FOR THE NORTH AMERICAN DATUM (NAD 83) BASED ON DETERMINED OBSERVATIONS MADE BY THE SOUTH CAROLINA SURVEYING NATIONAL CORS SYSTEM VIA THE CORS UTILITY AND EXPRESSED IN INTERNATIONAL FEET.
4. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) IN INTERNATIONAL FEET.
5. PROPERTY LINES ARE DERIVED FROM INFORMATION FOUND IN DEED BOOK 4898, PAGE 88, MAP NO. 141 570-78 OF THE LEWNINGTON COUNTY REGISTER OF DEEDS RECORDS.
6. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
7. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN (FEMA/FIRM MAP NUMBER 45062C0126 G, DATED FEBRUARY 9, 2000).

**PROPERTY LINE DATA**

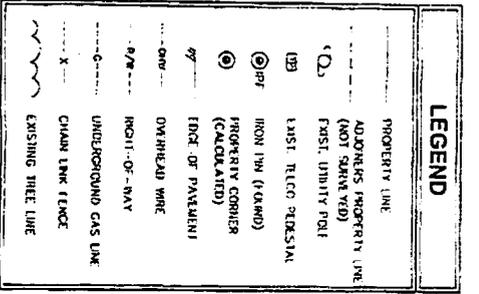
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S133°20'27"E	1724.97'	L29	S79°25'20"W	115.20'
L2	S133°20'27"E	455.89'	L30	N85°05'34"W	37.90'
L3	S133°20'27"E	715.88'	L31	N81°55'34"W	121.60'
L4	S44°43'26"W	1179.30'	L32	N18°07'20"E	569.50'
L5	N23°00'34"W	320.30'	L33	N18°46'34"W	441.10'
L6	S72°00'02"W	402.34'	L34	N69°42'34"W	274.50'
L7	S70°57'39"W	432.46'	L35	N85°02'26"E	160.30'
L8	N13°29'57"W	62.49'	L36	N85°34'26"E	94.80'
L9	N32°56'34"W	30.21'	L37	N15°44'26"E	35.40'
L10	N37°14'00"W	52.84'	L38	N87°25'34"W	58.80'
L11	N10°13'26"E	262.80'	L39	N79°44'34"W	130.00'
L12	N10°13'26"E	262.80'	L40	N79°44'34"W	130.00'
L13	N48°10'28"E	74.55'	L41	N65°12'34"W	71.20'
L14	N48°10'28"E	254.39'	L42	N46°33'28"E	63.30'
L15	N41°10'10"E	487.00'	L43	N46°22'28"E	75.50'
L16	N17°28'34"W	67.20'	L44	N30°20'34"W	94.30'
L17	N40°29'34"W	65.20'	L45	N30°51'34"W	59.80'
L18	N46°21'34"W	53.60'	L46	N15°16'26"E	105.70'
L19	N28°17'34"W	41.90'	L47	N15°16'26"E	69.70'
L20	N28°16'26"E	65.00'	L48	S67°22'26"W	35.70'
L21	N47°20'34"W	46.00'	L49	S37°22'26"W	38.00'
L22	N47°20'34"W	76.30'	L50	N18°28'52"E	54.30'
L23	N47°20'34"W	32.40'	L51	N18°28'52"E	144.14'
L24	N72°44'34"W	61.30'	L52	N18°28'52"E	1404.17'

**SITE PLAN**  
SCALE: 1" = 300'



**2C CERTIFICATION**

LATITUDE: N 34° 06' 52.98" (NAD 27)  
LONGITUDE: W 81° 13' 25.299" (NAD 27)  
LATITUDE: N 34° 02' 53.533" (NAD 83)  
LONGITUDE: W 81° 13' 24.844" (NAD 83)  
GROUND ELEVATION: 422.38' (NAVD 88)



**PROJECT INFORMATION:**  
LAKE MURRAY WATER PLANT TOWER  
2712 NORTH LAKE DRIVE  
COLUMBIA, SC 29212  
(LEWNINGTON COUNTY)

**PREPARED BY:**  
**SCANVA**  
Fuller, Con Living  
1426 Main Street  
Columbia, SC 29201  
Office: (803) 217-9000

**TOWER ENGINEERING PROFESSIONALS**  
3703 JUNCTION BOULEVARD  
ROLETT, NC 27853-5363  
(919) 891-6351

**DATE:** 7.1.07  
**SHEET #:** 1 OF 4  
**REVISION:** 1  
**REP #:** PD1420

**SHEET TITLE:**  
SITE PLAN

*John Fuller*  
8/1/07

**SOUTH CAROLINA ENGINEERS' AND SURVEYORS' BOARD**  
No. 1214  
Professional Seal

**TOWER ENGINEERING PROFESSIONALS**  
Professional Seal  
No. 02181

## Adams, Jennifer

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**From:** Thye, Dana  
**Sent:** Wednesday, February 09, 2005 9:28 AM  
**To:** Adams, Jennifer  
**Subject:** RE: Angelo Addison claim

I didn't call Companion. Probably a good idea to run it by Penny and see what she knows. Thanks.

-----Original Message-----

**From:** Adams, Jennifer  
**Sent:** Wednesday, February 09, 2005 9:27 AM  
**To:** Thye, Dana  
**Subject:** Angelo Addison claim

This is the claim you put on my chair yesterday that I set up to keep track of (alleges CPD ran him down w/car). Is Companion already investigating? If not, Bob wants me to do memo to Florence to go ahead and preserve as much information as we can before (if) they sue us down the road.



## Adams, Jennifer

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From: penny.shelley@companiongroup.com  
Sent: Wednesday, February 09, 2005 9:37 AM  
To: Adams, Jennifer  
Subject: RE: Angelo Addison

We do not have anyone by that name in our system.

-----Original Message-----

From: jmadams@columbiasc.net.comp [mailto:jmadams@columbiasc.net.comp]  
Sent: Wednesday, February 09, 2005 9:32 AM  
To: penny.shelley@companiongroup.com  
Subject: Angelo Addison

Penny, can you check to see if a claim has come through on this guy? Loss date would have been 2-9-2004 at 2826 Ansel Street. He's alleging our CPD officer ran him over with his vehicle and shattered his knee. Thanks.

Jennifer

**NOTES:**

1. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A REPORT OF TITLE.

2. THIS PLAN DOES NOT REPRESENT A TITLE SURVEY.

3. THE BASIS OF THE BEARINGS AND COORDINATES FOR THIS PLAN IS THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (SCSPCS/NAD 83) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON JUNE 09, 2009 AND TIED TO THE NATIONAL CORS SYSTEM VIA THE OPUS UTILITY AND EXPRESSED IN INTERNATIONAL FEET.

4. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88), IN INTERNATIONAL FEET.

5. PROPERTY LINES ARE DRAWN FROM INFORMATION FOUND IN DEED BOOK 4996, PAGE 68, AND PLAT 97G-78 OF THE LEXINGTON COUNTY REGISTER OF DEEDS RECORDS.

6. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.

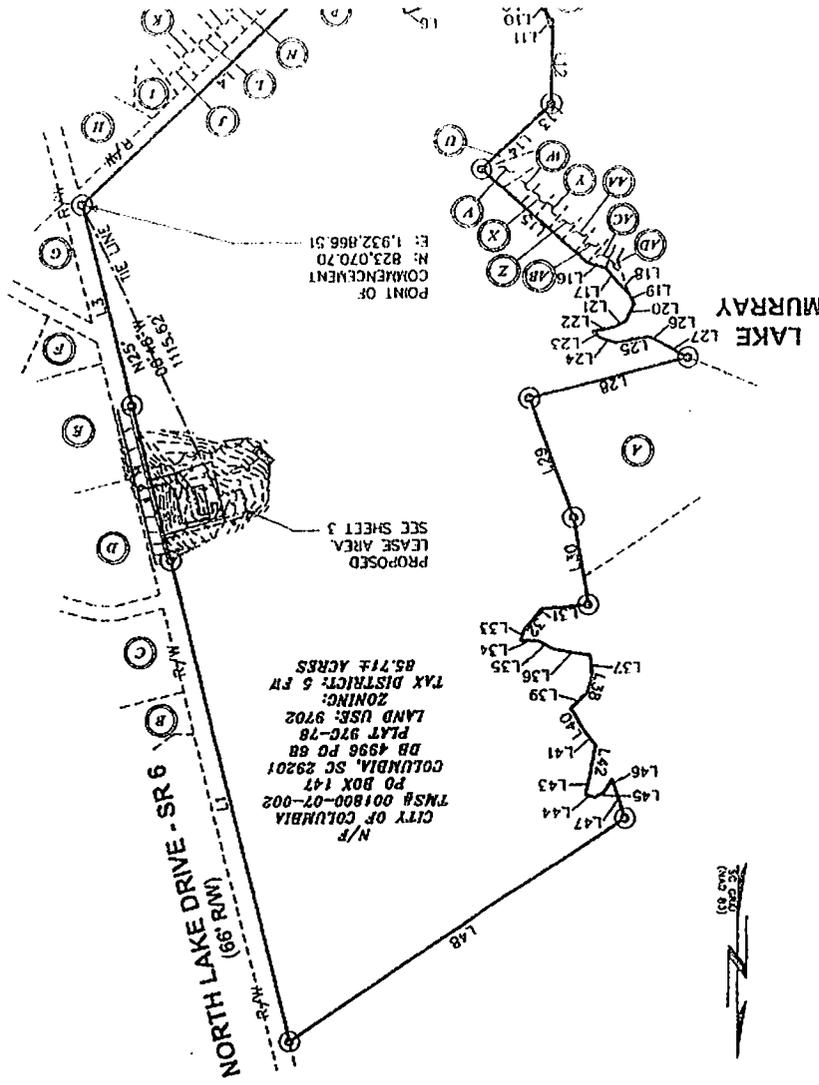
7. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN (FEMA/RIHM MAP NUMBER 45063C0126 G, DATED FEBRUARY 9, 2000).

**8. PROPERTY INFORMATION:**

CITY OF COLUMBIA  
 TMS# 001800-07-002  
 PO BOX 147  
 COLUMBIA, SC 29201  
 DB 4996 PG 68  
 PLAT 97G-78  
 LAND USE: 9702  
 ZONING: D  
 TAX DISTRICT: 5 FW  
 85.71# ACRES

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S13°57'02"E	1724.92'	L25	S79°25'26"W	115.20'
L2	S13°57'02"E	555.29'	L26	N65°05'34"W	37.90'
L3	S13°57'02"E	715.81'	L27	N61°55'34"W	121.60'
L4	S46°43'26"W	1379.30'	L28	N76°07'26"E	569.50'
L5	N25°00'34"W	320.30'	L29	N19°46'34"W	441.10'
L6	S73°01'02"W	10.54'	L30	N09°42'34"W	274.50'
L7	S70°57'59"W	432.46'	L31	N85°02'26"E	160.30'
L8	N13°29'57"W	62.49'	L32	N38°37'26"E	94.80'
L9	N28°28'34"W	50.21'	L33	N15°44'26"E	35.40'
L10	N37°14'06"W	53.64'	L34	N87°55'34"W	58.90'
L11	N110°02'00"W	52.86'	L35	N60°29'34"W	57.20'
L12	N01°13'26"E	262.80'	L36	N79°44'34"W	130.00'

**PROPERTY LINE DATA**



N/A  
 CITY OF COLUMBIA  
 TMS# 001800-07-002  
 PO BOX 147  
 COLUMBIA, SC 29201  
 DB 4996 PG 68  
 PLAT 97G-78  
 LAND USE: 9702  
 ZONING:  
 TAX DISTRICT: 5 FW  
 85.71# ACRES

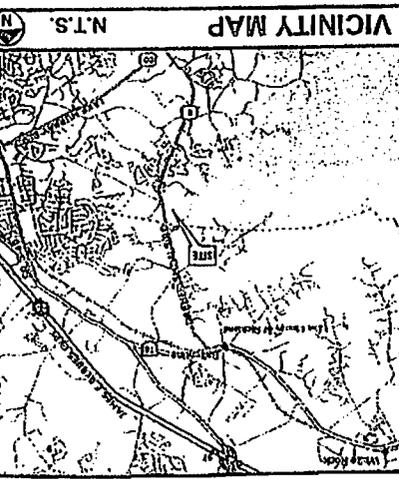
POINT OF  
 COMMENCEMENT  
 N: 823,070.70  
 E: 1,932,866.51

**LEGEND**

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE (NOT SURVEYED)
- ⊕ EXIST. UTILITY POLE
- ⊕ EXIST. TIECO PIEDSAL
- ⊕ IRON PIN (FOUND)
- ⊕ PROPERTY CORNER (CALCULATED)
- EDGE OF PAVEMENT

**2C CERTIFICATION**

LATITUDE: N 34° 05' 52.997" (NAD 27)  
 LONGITUDE: W 81° 13' 25.299" (NAD 27)  
 LATITUDE: N 34° 05' 53.533" (NAD 83)  
 LONGITUDE: W 81° 13' 24.647" (NAD 83)  
 GROUND ELEVATION: 422.38' (NAVD 88)



**LEGAL DESCRIPTION OF 20' WIDE ACCESS EASEMENT, PARCEL "A"**

A PART OF THAT CERTAIN PARCEL OF LAND, NOW OR FORMERLY OWNED BY THE CITY OF COLUMBIA, DEED BOOK 4996, PAGE 68, TMS# 001800-07-002, SITUATE, LING AND BEING IN THE CITY OF COLUMBIA, COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LEGAL DESCRIPTION OF 15' WIDE UTILITY EASEMENT, PARCEL "B"**

A PART OF THAT CERTAIN PARCEL OF LAND, NOW OR FORMERLY OWNED BY THE CITY OF COLUMBIA, DEED BOOK 4996, PAGE 68, TMS# 001800-07-002, SITUATE, LING AND BEING IN THE CITY OF COLUMBIA, COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LEGAL DESCRIPTION OF 80' X 80' SCANA LEASE AREA, PARCEL "C"**

A PART OF THAT CERTAIN PARCEL OF LAND, NOW OR FORMERLY OWNED BY THE CITY OF COLUMBIA, DEED BOOK 4996, PAGE 68, TMS# 001800-07-002, SITUATE, LING AND BEING IN THE CITY OF COLUMBIA, COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

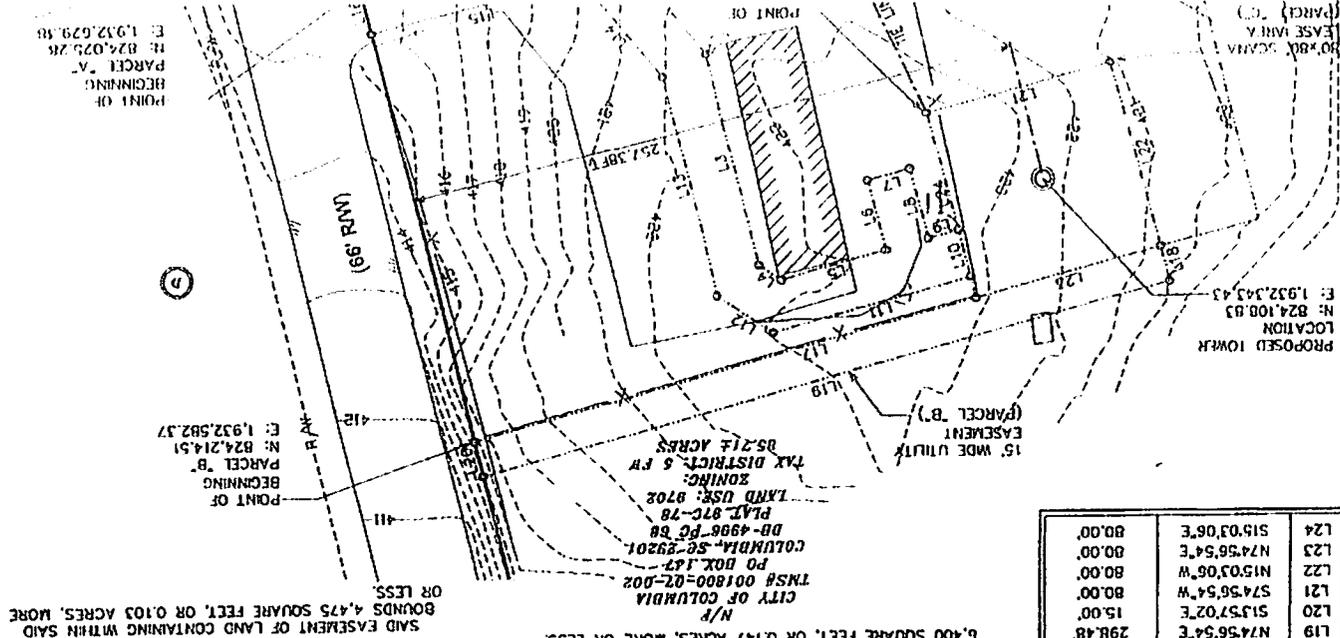
**LINE DATA**

LINE	BEARING	DISTANCE
L1	N36°19'48"W	69.98
L2	N57°04'17"W	102.84
L3	N14°03'27"W	91.37
L4	S74°56'54"W	115.52
L5	S15°03'06"E	45.63
L6	S15°03'06"E	30.00
L7	S74°56'54"W	18.00
L8	N15°03'06"W	30.00
L9	S74°56'54"W	13.00
L10	N15°03'06"W	20.00
L11	N74°56'54"E	85.53
L12	S57°04'17"E	28.30
L13	S14°03'27"E	94.77
L14	S39°19'48"E	52.88
L15	N76°11'22"E	90.27
L16	S13°57'02"E	20.00
L17	S74°56'54"W	298.19
L18	N15°03'06"W	15.00
L19	N74°56'54"E	298.48
L20	S13°57'02"E	15.00
L21	S74°56'54"W	80.00
L22	N15°03'06"W	80.00
L23	N74°56'54"E	80.00
L24	S15°03'06"E	80.00

SAID EASEMENT OF LAND CONTAINING WITHIN SAID BOUNDS 7,582 SQUARE FEET, OR 0.17 ACRES, MORE OR LESS.

**NOTE:**  
THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY FOR THE ABOVE DESCRIBED PARCEL AND IS TO BE FILED IN CONJUNCTION WITH THE ZONING APPLICATION.

APPLICANT:  
SCANA COMMUNICATIONS, INC.  
1426 MAIN ST  
COLUMBIA, SC 29201  
ATTORNEY:  
MILITZ SENTINELA, INC. (FOR CHAMBERS)



COMMENCING AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF NORTH LAKE DRIVE AND THE RIGHT OF WAY OF ROCKY POINT DRIVE, HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 823,070.70 AND EASTING: 1,932,866.51; HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 823,070.70 AND EASTING: 1,932,866.51; HAVING WESTERN RIGHT OF WAY OF NORTH LAKE DRIVE, NORTH 13°57'02" WEST, 1178.58 FEET TO THE TRUE POINT OF BEGINNING, HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 824,214.51 AND EASTING: 1,932,582.37; THENCE (1) 1,932,392.44; THENCE (1) SOUTH 74°56'54" WEST, 80.00 FEET, TO A POINT; THENCE (2) NORTH 15°03'06" WEST, 80.00 FEET, TO A POINT; THENCE (3) NORTH 74°56'54" EAST, 80.00 FEET, TO A POINT; THENCE (4) SOUTH 15°03'06" WEST, 80.00 FEET, TO A POINT; THENCE (5) SOUTH 74°56'54" EAST, 80.00 FEET, TO A POINT; THENCE (6) SOUTH 15°03'06" EAST, 30.00 FEET, TO A POINT; THENCE (7) SOUTH 74°56'54" WEST, 18.00 FEET, TO A POINT; THENCE (8) NORTH 15°03'06" WEST, 30.00 FEET, TO A POINT; THENCE (9) SOUTH 74°56'54" WEST, 13.00 FEET, TO A POINT; THENCE (10) NORTH 15°03'06" WEST, 20.00 FEET, TO A POINT; THENCE (11) NORTH 74°56'54" EAST, 85.53 FEET, TO A POINT; THENCE (12) SOUTH 57°04'17" EAST, 28.30 FEET, TO A POINT; THENCE (13) SOUTH 14°03'27" EAST, 94.77 FEET, TO A POINT; THENCE (14) SOUTH 39°19'48" EAST, 52.88 FEET, TO A POINT; THENCE (15) NORTH 76°11'22" EAST, 90.27 FEET, TO A POINT; THENCE (16) SOUTH 13°57'02" EAST, 20.00 FEET, TO THE POINT AND PLACE OF BEGINNING.

SAID EASEMENT OF LAND CONTAINING WITHIN SAID BOUNDS 4,475 SQUARE FEET, OR 0.103 ACRES, MORE OR LESS.

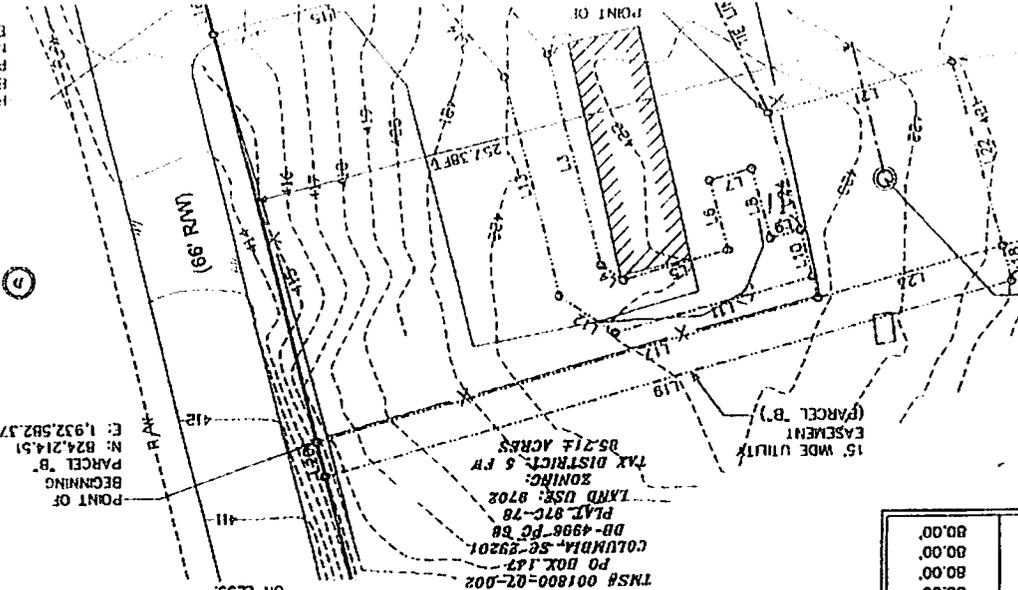
COMMENCING AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF NORTH LAKE DRIVE AND THE RIGHT OF WAY OF ROCKY POINT DRIVE, HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 823,070.70 AND EASTING: 1,932,866.51; HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 823,070.70 AND EASTING: 1,932,866.51; HAVING WESTERN RIGHT OF WAY OF NORTH LAKE DRIVE, NORTH 13°57'02" WEST, 1178.58 FEET TO THE TRUE POINT OF BEGINNING, HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 824,214.51 AND EASTING: 1,932,582.37; THENCE (1) 1,932,392.44; THENCE (1) SOUTH 74°56'54" WEST, 80.00 FEET, TO A POINT; THENCE (2) NORTH 15°03'06" WEST, 80.00 FEET, TO A POINT; THENCE (3) NORTH 74°56'54" EAST, 80.00 FEET, TO A POINT; THENCE (4) SOUTH 15°03'06" WEST, 80.00 FEET, TO A POINT; THENCE (5) SOUTH 74°56'54" EAST, 30.00 FEET, TO A POINT; THENCE (6) SOUTH 15°03'06" EAST, 30.00 FEET, TO A POINT; THENCE (7) SOUTH 74°56'54" WEST, 18.00 FEET, TO A POINT; THENCE (8) NORTH 15°03'06" WEST, 30.00 FEET, TO A POINT; THENCE (9) SOUTH 74°56'54" WEST, 13.00 FEET, TO A POINT; THENCE (10) NORTH 15°03'06" WEST, 20.00 FEET, TO A POINT; THENCE (11) NORTH 74°56'54" EAST, 85.53 FEET, TO A POINT; THENCE (12) SOUTH 57°04'17" EAST, 28.30 FEET, TO A POINT; THENCE (13) SOUTH 14°03'27" EAST, 94.77 FEET, TO A POINT; THENCE (14) SOUTH 39°19'48" EAST, 52.88 FEET, TO A POINT; THENCE (15) NORTH 76°11'22" EAST, 90.27 FEET, TO A POINT; THENCE (16) SOUTH 13°57'02" EAST, 20.00 FEET, TO THE POINT AND PLACE OF BEGINNING.

SAID PARCEL FEET, OR 0.147 ACRES, MORE OR LESS.

COMMENCING AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF NORTH LAKE DRIVE AND THE RIGHT OF WAY OF ROCKY POINT DRIVE, HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 823,070.70 AND EASTING: 1,932,866.51; HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 823,070.70 AND EASTING: 1,932,866.51; HAVING WESTERN RIGHT OF WAY OF NORTH LAKE DRIVE, NORTH 13°57'02" WEST, 1178.58 FEET TO THE TRUE POINT OF BEGINNING, HAVING SOUTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 824,214.51 AND EASTING: 1,932,582.37; THENCE (1) 1,932,392.44; THENCE (1) SOUTH 74°56'54" WEST, 80.00 FEET, TO A POINT; THENCE (2) NORTH 15°03'06" WEST, 80.00 FEET, TO A POINT; THENCE (3) NORTH 74°56'54" EAST, 80.00 FEET, TO A POINT; THENCE (4) SOUTH 15°03'06" WEST, 80.00 FEET, TO A POINT; THENCE (5) SOUTH 74°56'54" EAST, 30.00 FEET, TO A POINT; THENCE (6) SOUTH 15°03'06" EAST, 30.00 FEET, TO A POINT; THENCE (7) SOUTH 74°56'54" WEST, 18.00 FEET, TO A POINT; THENCE (8) NORTH 15°03'06" WEST, 30.00 FEET, TO A POINT; THENCE (9) SOUTH 74°56'54" WEST, 13.00 FEET, TO A POINT; THENCE (10) NORTH 15°03'06" WEST, 20.00 FEET, TO A POINT; THENCE (11) NORTH 74°56'54" EAST, 85.53 FEET, TO A POINT; THENCE (12) SOUTH 57°04'17" EAST, 28.30 FEET, TO A POINT; THENCE (13) SOUTH 14°03'27" EAST, 94.77 FEET, TO A POINT; THENCE (14) SOUTH 39°19'48" EAST, 52.88 FEET, TO A POINT; THENCE (15) NORTH 76°11'22" EAST, 90.27 FEET, TO A POINT; THENCE (16) SOUTH 13°57'02" EAST, 20.00 FEET, TO THE POINT AND PLACE OF BEGINNING.

POINT OF BEGINNING  
PARCEL "A"  
N. 824,029.26  
E. 1,932,629.48

PROPOSED TOWER LOCATION  
N. 824,108.83  
E. 1,932,343.43



POINT OF BEGINNING  
PARCEL "B"  
N. 824,214.51  
E. 1,932,582.37

CITY OF COLUMBIA  
TMS# 001800-07-002  
PO BOX 147  
COLUMBIA, SC 29201  
DB-4996 PG 68  
PLAT 81C-78  
LAND USE: 9102  
ZONING:  
TAX DISTRICT: 5 FR  
05.21 F. ACRES

SITE NAME: IRMO WATER WORKS SITE  
SITE NUMBER: N/A  
KHG/6.1.09

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement"), made this \_\_\_ day of \_\_\_\_\_, 200\_\_, between **CITY OF COLUMBIA** with a mailing address of Post Office Box 147, Columbia, South Carolina 29201, hereinafter designated LESSOR and **SCANA COMMUNICATIONS, INC.**, a South Carolina Corporation, with its offices located at 1426 Main Street, Mail Code 192, Columbia, South Carolina 29201 (telephone number 803-217-8138), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain real property located at the intersection of Irmo Drive and North Lake Drive, City of Irmo, County of Lexington, State of South Carolina, as shown on the Tax Map of Lexington County as Tax Map Number 001-800-07-002, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), and being described as an Eighty (80') feet by Eighty (80') feet parcel containing Six Thousand Four Hundred square feet (the "Land Space"); together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, North Lake Drive, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property to the Land Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof, and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Six Thousand and 00/100ths Dollars (\$6,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. For each sublessee after the first sublessee, if any, of LESSEE which locates equipment upon the Communications Facility, as defined in Paragraph 8 (a) herein, to be constructed by LESSEE upon the Premises, commencing on the date the applicable sublease commences, LESSEE shall pay to LESSOR, in addition to the other sums set forth herein, twenty percent (20%) of each sublessee's initial annual rental amount paid to LESSEE, excluding any construction fees, utility payments, or fiber optic payments, to be paid to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The additional sum for each sublessee after the first sublessee, if any, shall be payable, however, only during such time as each such additional sublessee actually leases space at the Communications Facility from LESSEE pursuant to a sublease agreement. LESSEE shall give to LESSOR prompt notice of any and all (i) sublessees existing at the time of the execution of this Agreement, (ii) new sublessees as their equipment is located on the tower, and (iii) loss of sublessees as their equipment is removed from the tower. The additional sum for each sublessee after the first sublessee shall become part of the total annual rental and shall increase in accordance with Paragraph 5 herein. LESSEE shall pay a one-time, non-recurring payment in the amount of Ten Thousand and no/100ths (\$10,000.00) Dollars to LESSOR within thirty (30) days of the full execution of the Agreement.

Late Charge and Interest. Upon fifteen (15) days written notice, if LESSEE shall fail to pay any rental or additional sums required to be paid by Lessee hereunder within ten (10) days after the due date therefor, each such unpaid amount shall be subject to 1) a one-time late charge equal to five percent (5%) of such unpaid amount to cover LESSOR's additional administrative costs resulting from LESSEE's failure to pay and not as interest, and 2) interest at the rate of the lesser of the highest rate permitted by law or .065% per day on such unpaid amount for each day or portion of a day that the same shall remain unpaid. Such late charges and interest shall be paid to LESSOR together with such unpaid amounts, without further notice to or demand upon LESSEE. Such late charges and interest shall be additional rent. The payment of the sums set forth in the foregoing provisions shall in no way relieve LESSEE of the obligation to pay the monthly installments of rent on or before the first day of each calendar month or additional sums when due.

The Agreement shall commence based upon the date LESSEE commences installation of the Communications Facility on the Premises. In the event the date LESSEE commences installation of the Communications Facility on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on

the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon the receipt of all Governmental Approvals, as defined in Paragraph 8(b) herein, Lessee shall commence and thereafter diligently prosecute to completion the construction of the Communications Facility on the Premises, at Lessee's sole cost and expense. Failure to commence or thereafter diligently prosecute to completion such construction shall constitute a default under this Agreement.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE a complete and fully executed Internal Revenue Service Form W-9, or equivalent, ("Rental Documentation") in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSEE shall be responsible for all costs for installation, repair, operation, and maintenance of LESSEE's equipment and all utilities (to be measured by metering which is separate from LESSOR's) necessary to operate the same. LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. RENTAL INCREASE. Commencing on the first (1<sup>st</sup>) annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term, and all extensions, of this Agreement (including all extension terms pursuant to Paragraph 6 below),

annual rent shall increase by an amount equal to three percent (3%) of the annual rent due for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5<sup>th</sup>) five (5) year term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS.

a. LESSEE shall use the Premises for the sole purpose of constructing, maintaining, repairing and operating a communications facility ("Communications Facility") and uses incidental thereto which Communications Facility may consist of such buildings as are necessary to house telecommunications equipment, a free standing one hundred ninety-five (195') foot multi-tenant monopole antenna structure, now or in the future to meet LESSEE's and

its subtenants' and licensees' telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of LESSEE, be placed around the perimeter of the Premises; all of the foregoing to the extent permitted by zoning and any other applicable law; and for no other use without Lessor's prior written consent in each instance, which may be withheld if the proposed use will, in Lessor's sole discretion, be detrimental to the orderly development, operation, property values, health, or safety of that area of the Property. In no event shall the Property or any portion thereof be used for the operation of an establishment offering the provision of goods, services, or amusements of the sexually explicit nature. LESSEE and its subtenants and licensees shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term., LESSEE shall obtain LESSOR's written consent prior to using any portions of LESSOR's surrounding Property as is reasonably required by LESSEE and its subtenants and licensees during construction, installation, maintenance, and operation of the equipment, said consent not to be unreasonably withheld, conditioned or delayed. Such consent shall not be required for the initial construction of the Communications Facility. Upon obtaining LESSOR's prior written consent, with such consent not to be unreasonably withheld, conditioned or delayed, LESSEE and its subtenants and licensees shall have the right to go upon the surrounding Property during the term hereof, to the extent reasonably necessary and with such equipment as may be reasonably necessary, to include motor vehicles, to remove trees and/or other obstructions that pose potential hazards or hindrances to the use of the Premises by LESSEE and/or its successors, assigns, or its subtenants and licensees. LESSEE'S use and occupation of the Premises shall be without cost or expense to LESSOR, except as otherwise provided herein. LESSEE agrees to abide by all rules and regulations provided by LESSOR to LESSEE prior to the execution of this Agreement ("Rules and Regulations"). LESSOR reserves the right to make reasonable changes to the Rules and Regulations from time to time; provided, however, that such changes to the Rules and Regulations shall not (i) adversely affect LESSEE's permitted use under this Agreement; (ii) interfere with LESSEE's continuous operations within the Premises; (iii) interfere with LESSEE's access to the Premises as provided herein; (iv) conflict with any terms of this Lease; or (v) increase LESSEE's financial obligations under this Lease. Further, LESSOR will provide, from time to time, a copy of said Rules and Regulations and recommendations to LESSEE to ensure compliance with the same.

b. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for LESSEE's use of the Premises. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, including, without limitation, any approvals required for the re-zoning of a portion of the Property and the construction of a communications tower on the Premises, as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of

such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

c. LESSEE has no rights to the Property surrounding the Premises other than as granted in this Agreement. LESSOR may allow other persons and/or entities to make use of the Property surrounding the Premises for any purpose whatsoever, in LESSOR's sole and exclusive discretion, so long as any such use does not interfere with LESSEE's use and quiet enjoyment of the Premises.

9. INDEMNIFICATION. Subject to Paragraph 10 below, LESSEE shall indemnify and hold LESSOR harmless from and against any claim, liability, penalty, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement) or loss threatened, sustained or incurred by reason of, directly or indirectly, from (a) death or personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, sublessees, contractors or agents; (b) the construction, use, operation, condition or lack of repair of the Property, Premises, Communications Facility, or any real or personal property at any time or times thereon; (c) any act or thing done or omitted to be done by Lessee, its agents, employee, sublessees, servants, invitees; or (d) any failure on the part of Lessee to perform or comply with any of Lessee's covenants, obligations or liabilities hereunder; except to the extent all such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered, and to the extent covered, by standard fire insurance policies with extended coverage. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE agrees that at its own cost and expense, LESSEE will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE agrees that it will include the LESSOR as an additional insured. LESSEE further agrees that LESSEE will provide LESSOR annually with a certificate of insurance as evidence of the commercial general liability coverage as required pursuant to this paragraph. LESSOR shall maintain its standard insurance policy which covers damage or destruction to property for all real property and improvements thereon owned by LESSOR (including the Property), and LESSOR shall provide, upon request, details regarding such coverage. LESSOR shall continue to self-insure against all other claims. LESSOR acknowledges that LESSEE is or may be a self-insurer with respect to all or a substantial portion of the risks commonly insured against under standard fire and extended coverage and commercial general liability insurance policies.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraph 9, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. (Intentionally Omitted)

13. ACCESS. LESSOR agrees the LESSEE shall have free access to the Premises at all times for the purpose of installing and maintaining the Communications Facility. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the Premises. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. LESSEE shall maintain the gate to the Property locked at all times.

14. TOWER COMPLIANCE. LESSEE covenants that it will keep the Communications Facility and communications tower ("Tower") in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSEE shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

15. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the equipment of LESSEE and its sublessees and licensees. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. **REMOVAL AT END OF TERM.** LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment and any building(s), antenna structure(s) (including footings to three (3') feet below grade) antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

18. (Intentionally Omitted)

19. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Premises to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to the Premises, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Premises for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. **TITLE.** LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants,

easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of South Carolina. LESSOR and LESSEE agree to subject themselves to the jurisdiction and venue of the Circuit Court of Richland County, State of South Carolina, as to all matters and disputes arising or to arise under this Agreement and the performance thereof

24. ASSIGNMENT. This Agreement may not be sold, assigned, licensed, or transferred by LESSEE without the prior written consent of LESSOR, said consent not to be unreasonably withheld. LESSEE shall supply to LESSOR an executed counterpart of any such sale, assignment, license, or transfer in recordable form, under which the assignee shall have assumed this Agreement and agreed to perform and be bound by the covenants and conditions of this Agreement required to be performed and observed by LESSEE. Upon any such permitted sale, assignment, license or transfer, LESSEE shall be released from its obligations hereunder without further act, and LESSOR shall execute any instrument reasonably requested by LESSEE to effect such release. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises, which includes the use of the Right of Way and Further Rights of Way, within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be fully executed, , under which the sub-lessee shall have agreed to perform and be bound by the covenants and conditions of this Agreement required to be performed and observed by the original Lessee. Such sublease shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Columbia  
City Manager  
1136 Washington Street  
P.O. Box 147  
Columbia, South Carolina 29217

with copies to:

City of Columbia  
Director of Utilities and Engineering  
1136 Washington Street  
P.O. Box 147  
Columbia, South Carolina 29217

LESSEE: SCANA Communications, Inc.  
1426 Main Street, MC-107,  
Columbia, South Carolina 29201  
Attn: Tower Manager  
Telephone Number: 803.217.8138

With a copy to:

SCANA Communications, Inc.  
Attn: General Counsel  
1426 Main Street, MC-199  
Columbia, South Carolina 29201

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser")

acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be

performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. **REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The undisputed costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located;

31. **ENVIRONMENTAL.** LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

32. **CASUALTY.** In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent and any and all other fees due under this Agreement shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. **CONDEMNATION.** In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at

LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. LESSEE warrants that the person or persons executing this Agreement on behalf of LESSEE has the full right, power and authority to enter into and execute this Agreement on LESSEE's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. This Agreement is not binding upon the City of Columbia until such time as the Agreement is approved by Columbia City Council and the City Manager is authorized by legislative enactment to execute the same on behalf of the City of Columbia.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. The installation, construction, repair, operation and maintenance of LESSEE's equipment shall be in conformity with all federal, state and local laws and regulations, including but not limited to those of the Federal Communications Commission. LESSEE shall procure and maintain current during the initial term of this Agreement and any renewal terms hereof, any licenses or permits required by any federal, state and local law or regulation. Copies of all licenses or permits required or obtained shall be furnished to LESSOR upon request.

36. SURVIVAL. The provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Additionally, any provisions of this

Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. **RESERVED TOWER SPACE.** LESSOR, subject to the terms and conditions herein, shall have a non-revocable, non-exclusive license for the use of that portion of the Tower at one hundred ninety-five (195') feet and one hundred ten (110') foot RAD center (the "Reserved Tower Space") for its own purposes. LESSEE shall have the right to substitute an equal amount of space on the Tower to the extent LESSOR has not exercised its right to use the Reserved Tower Space, and LESSEE needs the Reserved Tower Space for its own operations. The substituted tower space shall be considered the Reserved Tower Space from that point forward. Under no circumstances shall LESSOR license or sublease any portion of the Reserved Tower Space to third parties. No part of the Premises shall be utilized by LESSOR for the placement of any necessary ground equipment, and LESSOR shall use its contiguous property for the placement of any necessary equipment.

a. **Conditions for Use by LESSOR of Tower.** LESSOR's equipment shall have LESSEE's prior written approval and shall be in accordance with the standards and requirements of LESSEE, and shall be done under the LESSEE's supervision and shall be subject to LESSEE's final written approval, such approval not to be unreasonably withheld. LESSOR will be responsible for the cost of LESSOR's initial equipment ("LESSOR's Initial Equipment") and the installation of that approved LESSOR's Initial Equipment. The supervision, approval and other activities of LESSEE under this Section 38 however, shall not constitute the waiver of any term or condition of this Agreement. Scheduling of any and all work on the Premises and/or Tower will be coordinated with LESSEE. Any future maintenance or access necessitating access by LESSOR to the Premises and/or Tower must be coordinated with LESSEE within a reasonable time not less than seventy-two (72) hours prior to work being done. All of LESSOR's equipment mounted on the Tower must be attached securely to the Tower with approved mounts, hangers, and clamps as directed by LESSEE. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of the license granted herein to LESSOR by LESSEE at its sole discretion. Any inspection or approval given or done by the LESSEE pursuant to this Agreement is solely for its own benefit. LESSEE shall have no liability or responsibility to the LESSOR or any third party as a result of any inspection or approval given by LESSEE and LESSOR should not rely upon the same other than for the specific purposes set forth herein.

b. **Approved Equipment.** Any such approved equipment shall be set forth on Exhibit C attached hereto and incorporated herein. LESSOR shall be required to submit an application to LESSEE on a form to be provided by LESSEE. Grounds for denying approval shall include, but shall not be limited to the potential for overstressing the Tower taking into account the present loading on the Tower and the anticipated additional loading by LESSEE on the Tower. To the extent the approved equipment has not been decided upon between the parties prior to the

execution of this Agreement, at such time as LESSOR's application is submitted and approved by LESSEE, and signed by both parties, it will be attached as Exhibit C to all original copies of this Agreement.

c. Maintenance of LESSOR's Equipment. All of LESSOR's equipment shall be purchased and installed at the expense of LESSOR, and all of LESSOR's equipment, including, but not limited to LESSOR's Initial Equipment, must be kept and maintained by LESSOR at all times, at its expense, in a good state of repair and maintenance and in compliance with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this Agreement, LESSEE assumes no responsibility for the licensing, operation, and/or maintenance of LESSOR's radio equipment. LESSOR shall defend, indemnify and save LESSEE harmless from any claims or suits arising by reason of LESSOR's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. LESSEE assumes no responsibility for the licensing, operation or maintenance of the LESSOR's equipment.

d. Approval of Contractors. It is further understood and agreed LESSEE must approve of, in writing, all contractors and personnel chosen by LESSOR to install, maintain and operate the LESSOR's equipment and that LESSOR's maintenance and operation of its equipment will in no way damage or interfere with the LESSEE's use of the Premises, Tower, antennas and appurtenances.

38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

**[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**CITY OF COLUMBIA**

By: [Signature] [Seal]

Name: STEVEN A. GAFF

Title: Ind. Sec. C. 1, 1995

Date: 10.26.01

[Signature]  
Witness  
[Signature]  
Witness

**LESSEE:**

**SCANA COMMUNICATIONS, INC.**  
a South Carolina Corporation

BY: \_\_\_\_\_

Oscie O. Brown, III

ITS: General Manager of Operations

Witness

\_\_\_\_\_  
Witness  
\_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF LAND SPACE AND RIGHT OF WAY**

**(SEE ATTACHED)**

**EXHIBIT "B"**  
**SURVEY OF LAND SPACE AND RIGHT OF WAY**  
**(SEE ATTACHED)**

**EXHIBIT "C"**

**LESSOR'S EQUIPMENT DESCRIPTION**  
(Equipment Application to be attached, if at all, at a later date)

**ANTENNA INFORMATION**

**ANTENNAS:** Two (2) OMNI antennas at 195' A.G.L. and 110' A.G.L.  
rad centers to be utilized for SCADA purposes.

SITE NAME: IRMO WATER WORKS SITE  
SITE NUMBER: N/A  
KHG/6.1.09

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement"), made this \_\_\_ day of \_\_\_\_\_, 200\_\_, between **CITY OF COLUMBIA** with a mailing address of Post Office Box 147, Columbia, South Carolina 29201, hereinafter designated LESSOR and **SCANA COMMUNICATIONS, INC.**, a South Carolina Corporation, with its offices located at 1426 Main Street, Mail Code 192, Columbia, South Carolina 29201 (telephone number 803-217-8138), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain real property located at the intersection of Irmo Drive and North Lake Drive, City of Irmo, County of Lexington, State of South Carolina, as shown on the Tax Map of Lexington County as Tax Map Number 001-800-07-002, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), and being described as an Eighty (80') feet by Eighty (80') feet parcel containing Six Thousand Four Hundred square feet (the "Land Space"); together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, North Lake Drive, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property to the Land Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof, and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Six Thousand and 00/100ths Dollars (\$6,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. For each sublessee after the first sublessee, if any, of LESSEE which locates equipment upon the Communications Facility, as defined in Paragraph 8 (a) herein, to be constructed by LESSEE upon the Premises, commencing on the date the applicable sublease commences, LESSEE shall pay to LESSOR, in addition to the other sums set forth herein, twenty percent (20%) of each sublessee's initial annual rental amount paid to LESSEE, excluding any construction fees, utility payments, or fiber optic payments, to be paid to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The additional sum for each sublessee after the first sublessee, if any, shall be payable, however, only during such time as each such additional sublessee actually leases space at the Communications Facility from LESSEE pursuant to a sublease agreement. LESSEE shall give to LESSOR prompt notice of any and all (i) sublessees existing at the time of the execution of this Agreement, (ii) new sublessees as their equipment is located on the tower, and (iii) loss of sublessees as their equipment is removed from the tower. The additional sum for each sublessee after the first sublessee shall become part of the total annual rental and shall increase in accordance with Paragraph 5 herein. LESSEE shall pay a one-time, non-recurring payment in the amount of Ten Thousand and no/100ths (\$10,000.00) Dollars to LESSOR within thirty (30) days of the full execution of the Agreement.

Late Charge and Interest. Upon fifteen (15) days written notice, if LESSEE shall fail to pay any rental or additional sums required to be paid by Lessee hereunder within ten (10) days after the due date therefor, each such unpaid amount shall be subject to 1) a one-time late charge equal to five percent (5%) of such unpaid amount to cover LESSOR's additional administrative costs resulting from LESSEE's failure to pay and not as interest, and 2) interest at the rate of the lesser of the highest rate permitted by law or .065% per day on such unpaid amount for each day or portion of a day that the same shall remain unpaid. Such late charges and interest shall be paid to LESSOR together with such unpaid amounts, without further notice to or demand upon LESSEE. Such late charges and interest shall be additional rent. The payment of the sums set forth in the foregoing provisions shall in no way relieve LESSEE of the obligation to pay the monthly installments of rent on or before the first day of each calendar month or additional sums when due.

The Agreement shall commence based upon the date LESSEE commences installation of the Communications Facility on the Premises. In the event the date LESSEE commences installation of the Communications Facility on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on

the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon the receipt of all Governmental Approvals, as defined in Paragraph 8(b) herein, Lessee shall commence and thereafter diligently prosecute to completion the construction of the Communications Facility on the Premises, at Lessee's sole cost and expense. Failure to commence or thereafter diligently prosecute to completion such construction shall constitute a default under this Agreement.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE a complete and fully executed Internal Revenue Service Form W-9, or equivalent, ("Rental Documentation") in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSEE shall be responsible for all costs for installation, repair, operation, and maintenance of LESSEE's equipment and all utilities (to be measured by metering which is separate from LESSOR's) necessary to operate the same. LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. RENTAL INCREASE. Commencing on the first (1<sup>st</sup>) annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term, and all extensions, of this Agreement (including all extension terms pursuant to Paragraph 6 below),

annual rent shall increase by an amount equal to three percent (3%) of the annual rent due for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5<sup>th</sup>) five (5) year term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS.

a. LESSEE shall use the Premises for the sole purpose of constructing, maintaining, repairing and operating a communications facility ("Communications Facility") and uses incidental thereto which Communications Facility may consist of such buildings as are necessary to house telecommunications equipment, a free standing one hundred ninety-five (195') foot multi-tenant monopole antenna structure, now or in the future to meet LESSEE's and

its subtenants' and licensees' telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of LESSEE, be placed around the perimeter of the Premises; all of the foregoing to the extent permitted by zoning and any other applicable law; and for no other use without Lessor's prior written consent in each instance, which may be withheld if the proposed use will, in Lessor's sole discretion, be detrimental to the orderly development, operation, property values, health, or safety of that area of the Property. In no event shall the Property or any portion thereof be used for the operation of an establishment offering the provision of goods, services, or amusements of the sexually explicit nature. LESSEE and its subtenants and licensees shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term., LESSEE shall obtain LESSOR's written consent prior to using any portions of LESSOR's surrounding Property as is reasonably required by LESSEE and its subtenants and licensees during construction, installation, maintenance, and operation of the equipment, said consent not to be unreasonably withheld, conditioned or delayed. Such consent shall not be required for the initial construction of the Communications Facility. Upon obtaining LESSOR's prior written consent, with such consent not to be unreasonably withheld, conditioned or delayed, LESSEE and its subtenants and licensees shall have the right to go upon the surrounding Property during the term hereof, to the extent reasonably necessary and with such equipment as may be reasonably necessary, to include motor vehicles, to remove trees and/or other obstructions that pose potential hazards or hindrances to the use of the Premises by LESSEE and/or its successors, assigns, or its subtenants and licensees. LESSEE'S use and occupation of the Premises shall be without cost or expense to LESSOR, except as otherwise provided herein. LESSEE agrees to abide by all rules and regulations provided by LESSOR to LESSEE prior to the execution of this Agreement ("Rules and Regulations"). LESSOR reserves the right to make reasonable changes to the Rules and Regulations from time to time; provided, however, that such changes to the Rules and Regulations shall not (i) adversely affect LESSEE's permitted use under this Agreement; (ii) interfere with LESSEE's continuous operations within the Premises; (iii) interfere with LESSEE's access to the Premises as provided herein; (iv) conflict with any terms of this Lease; or (v) increase LESSEE's financial obligations under this Lease. Further, LESSOR will provide, from time to time, a copy of said Rules and Regulations and recommendations to LESSEE to ensure compliance with the same.

b. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for LESSEE's use of the Premises. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, including, without limitation, any approvals required for the re-zoning of a portion of the Property and the construction of a communications tower on the Premises, as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of

such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

c. LESSEE has no rights to the Property surrounding the Premises other than as granted in this Agreement. LESSOR may allow other persons and/or entities to make use of the Property surrounding the Premises for any purpose whatsoever, in LESSOR's sole and exclusive discretion, so long as any such use does not interfere with LESSEE's use and quiet enjoyment of the Premises.

9. INDEMNIFICATION. Subject to Paragraph 10 below, LESSEE shall indemnify and hold LESSOR harmless from and against any claim, liability, penalty, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement) or loss threatened, sustained or incurred by reason of, directly or indirectly, from (a) death or personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, sublessees, contractors or agents,;(b.) the construction, use, operation, condition or lack of repair of the Property, Premises, Communications Facility, or any real or personal property at any time or times thereon; (c) any act or thing done or omitted to be done by Lessee, its agents, employee, sublessees, servants, invitees; or (d) any failure on the part of Lessee to perform or comply with any of Lessee's covenants, obligations or liabilities hereunder; except to the extent all such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered, and to the extent covered, by standard fire insurance policies with extended coverage. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE agrees that at its own cost and expense, LESSEE will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE agrees that it will include the LESSOR as an additional insured. LESSEE further agrees that LESSEE will provide LESSOR annually with a certificate of insurance as evidence of the commercial general liability coverage as required pursuant to this paragraph. LESSOR shall maintain its standard insurance policy which covers damage or destruction to property for all real property and improvements thereon owned by LESSOR (including the Property), and LESSOR shall provide, upon request, details regarding such coverage. LESSOR shall continue to self-insure against all other claims. LESSOR acknowledges that LESSEE is or may be a self-insurer with respect to all or a substantial portion of the risks commonly insured against under standard fire and extended coverage and commercial general liability insurance policies.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraph 9, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. (Intentionally Omitted)

13. ACCESS. LESSOR agrees the LESSEE shall have free access to the Premises at all times for the purpose of installing and maintaining the Communications Facility. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the Premises. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. LESSEE shall maintain the gate to the Property locked at all times.

14. TOWER COMPLIANCE. LESSEE covenants that it will keep the Communications Facility and communications tower ("Tower") in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSEE shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

15. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the equipment of LESSEE and its sublessees and licensees. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment and any building(s), antenna structure(s) (including footings to three (3') feet below grade) antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

18. (Intentionally Omitted)

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Premises to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to the Premises, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Premises for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants,

easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. **INTEGRATION.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of South Carolina. LESSOR and LESSEE agree to subject themselves to the jurisdiction and venue of the Circuit Court of Richland County, State of South Carolina, as to all matters and disputes arising or to arise under this Agreement and the performance thereof

24. **ASSIGNMENT.** This Agreement may not be sold, assigned, licensed, or transferred by LESSEE without the prior written consent of LESSOR, said consent not to be unreasonably withheld. LESSEE shall supply to LESSOR an executed counterpart of any such sale, assignment, license, or transfer in recordable form, under which the assignee shall have assumed this Agreement and agreed to perform and be bound by the covenants and conditions of this Agreement required to be performed and observed by LESSEE. Upon any such permitted sale, assignment, license or transfer, LESSEE shall be released from its obligations hereunder without further act, and LESSOR shall execute any instrument reasonably requested by LESSEE to effect such release. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises, which includes the use of the Right of Way and Further Rights of Way, within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be fully executed, , under which the sub-lessee shall have agreed to perform and be bound by the covenants and conditions of this Agreement required to be performed and observed by the original Lessee. Such sublease shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

25. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Columbia  
City Manager  
1136 Washington Street  
P.O. Box 147  
Columbia, South Carolina 29217

with copies to:

City of Columbia  
Director of Utilities and Engineering  
1136 Washington Street  
P.O. Box 147  
Columbia, South Carolina 29217

LESSEE: SCANA Communications, Inc.  
1426 Main Street, MC-107,  
Columbia, South Carolina 29201  
Attn: Tower Manager  
Telephone Number: 803.217.8138

With a copy to:

SCANA Communications, Inc.  
Attn: General Counsel  
1426 Main Street, MC-199  
Columbia, South Carolina 29201

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser")

acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be

performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. **REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The undisputed costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located;

31. **ENVIRONMENTAL.** LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

32. **CASUALTY.** In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent and any and all other fees due under this Agreement shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. **CONDEMNATION.** In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at

LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. LESSEE warrants that the person or persons executing this Agreement on behalf of LESSEE has the full right, power and authority to enter into and execute this Agreement on LESSEE's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. This Agreement is not binding upon the City of Columbia until such time as the Agreement is approved by Columbia City Council and the City Manager is authorized by legislative enactment to execute the same on behalf of the City of Columbia.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. The installation, construction, repair, operation and maintenance of LESSEE's equipment shall be in conformity with all federal, state and local laws and regulations, including but not limited to those of the Federal Communications Commission. LESSEE shall procure and maintain current during the initial term of this Agreement and any renewal terms hereof, any licenses or permits required by any federal, state and local law or regulation. Copies of all licenses or permits required or obtained shall be furnished to LESSOR upon request.

36. SURVIVAL. The provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Additionally, any provisions of this

Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. RESERVED TOWER SPACE. LESSOR, subject to the terms and conditions herein, shall have a non-revocable, non-exclusive license for the use of that portion of the Tower at one hundred ninety-five (195') feet and one hundred ten (110') foot RAD center (the "Reserved Tower Space") for its own purposes. LESSEE shall have the right to substitute an equal amount of space on the Tower to the extent LESSOR has not exercised its right to use the Reserved Tower Space, and LESSEE needs the Reserved Tower Space for its own operations. The substituted tower space shall be considered the Reserved Tower Space from that point forward. Under no circumstances shall LESSOR license or sublease any portion of the Reserved Tower Space to third parties. No part of the Premises shall be utilized by LESSOR for the placement of any necessary ground equipment, and LESSOR shall use its contiguous property for the placement of any necessary equipment.

a. Conditions for Use by LESSOR of Tower. LESSOR's equipment shall have LESSEE's prior written approval and shall be in accordance with the standards and requirements of LESSEE, and shall be done under the LESSEE's supervision and shall be subject to LESSEE's final written approval, such approval not to be unreasonably withheld. LESSOR will be responsible for the cost of LESSOR's initial equipment ("LESSOR's Initial Equipment") and the installation of that approved LESSOR's Initial Equipment. The supervision, approval and other activities of LESSEE under this Section 38 however, shall not constitute the waiver of any term or condition of this Agreement. Scheduling of any and all work on the Premises and/or Tower will be coordinated with LESSEE. Any future maintenance or access necessitating access by LESSOR to the Premises and/or Tower must be coordinated with LESSEE within a reasonable time not less than seventy-two (72) hours prior to work being done. All of LESSOR's equipment mounted on the Tower must be attached securely to the Tower with approved mounts, hangers, and clamps as directed by LESSEE. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of the license granted herein to LESSOR by LESSEE at its sole discretion. Any inspection or approval given or done by the LESSEE pursuant to this Agreement is solely for its own benefit. LESSEE shall have no liability or responsibility to the LESSOR or any third party as a result of any inspection or approval given by LESSEE and LESSOR should not rely upon the same other than for the specific purposes set forth herein.

b. Approved Equipment. Any such approved equipment shall be set forth on Exhibit C attached hereto and incorporated herein. LESSOR shall be required to submit an application to LESSEE on a form to be provided by LESSEE. Grounds for denying approval shall include, but shall not be limited to the potential for overstressing the Tower taking into account the present loading on the Tower and the anticipated additional loading by LESSEE on the Tower. To the extent the approved equipment has not been decided upon between the parties prior to the

execution of this Agreement, at such time as LESSOR's application is submitted and approved by LESSEE, and signed by both parties, it will be attached as Exhibit C to all original copies of this Agreement.

c. Maintenance of LESSOR's Equipment. All of LESSOR's equipment shall be purchased and installed at the expense of LESSOR, and all of LESSOR's equipment, including, but not limited to LESSOR's Initial Equipment, must be kept and maintained by LESSOR at all times, at its expense, in a good state of repair and maintenance and in compliance with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this Agreement, LESSEE assumes no responsibility for the licensing, operation, and/or maintenance of LESSOR's radio equipment. LESSOR shall defend, indemnify and save LESSEE harmless from any claims or suits arising by reason of LESSOR's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. LESSEE assumes no responsibility for the licensing, operation or maintenance of the LESSOR's equipment.

d. Approval of Contractors. It is further understood and agreed LESSEE must approve of, in writing, all contractors and personnel chosen by LESSOR to install, maintain and operate the LESSOR's equipment and that LESSOR's maintenance and operation of its equipment will in no way damage or interfere with the LESSEE's use of the Premises, Tower, antennas and appurtenances.

38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

**[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**CITY OF COLUMBIA**

Cari J. Arina  
Witness  
S. N. Daniels  
Witness

By: Steve A. Gant [Seal]  
Name: Steven A. Gant  
Title: Tate City Mgr.  
Date: 10-26-09

**LESSEE:**

**SCANA COMMUNICATIONS, INC.**  
a South Carolina Corporation

\_\_\_\_\_  
Witness  
\_\_\_\_\_

BY: \_\_\_\_\_  
Oscie O. Brown, III  
ITS: General Manager of Operations  
Witness

**EXHIBIT "A"**

**DESCRIPTION OF LAND SPACE AND RIGHT OF WAY**

**(SEE ATTACHED)**

**EXHIBIT "B"**  
**SURVEY OF LAND SPACE AND RIGHT OF WAY**  
**(SEE ATTACHED)**

**EXHIBIT "C"**

**LESSOR'S EQUIPMENT DESCRIPTION**  
(Equipment Application to be attached, if at all, at a later date)

**ANTENNA INFORMATION**

**ANTENNAS:** Two (2) OMNI antennas at 195' A.G.L. and 110' A.G.L.  
rad centers to be utilized for SCADA purposes.

SITE NAME: IRMO WATER WORKS SITE  
SITE NUMBER: N/A  
KHG/6.1.09

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement"), made this \_\_\_ day of \_\_\_\_\_, 200\_\_, between **CITY OF COLUMBIA** with a mailing address of Post Office Box 147, Columbia, South Carolina 29201, hereinafter designated LESSOR and **SCANA COMMUNICATIONS, INC.**, a South Carolina Corporation, with its offices located at 1426 Main Street, Mail Code 192, Columbia, South Carolina 29201 (telephone number 803-217-8138), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain real property located at the intersection of Irmo Drive and North Lake Drive, City of Irmo, County of Lexington, State of South Carolina, as shown on the Tax Map of Lexington County as Tax Map Number 001-800-07-002, (the entirety of LESSOR's property is referred to hereinafter as the "Property"), and being described as an Eighty (80') feet by Eighty (80') feet parcel containing Six Thousand Four Hundred square feet (the "Land Space"); together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, North Lake Drive, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property to the Land Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof, and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Six Thousand and 00/100ths Dollars (\$6,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. For each sublessee after the first sublessee, if any, of LESSEE which locates equipment upon the Communications Facility, as defined in Paragraph 8 (a) herein, to be constructed by LESSEE upon the Premises, commencing on the date the applicable sublease commences, LESSEE shall pay to LESSOR, in addition to the other sums set forth herein, twenty percent (20%) of each sublessee's initial annual rental amount paid to LESSEE, excluding any construction fees, utility payments, or fiber optic payments, to be paid to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The additional sum for each sublessee after the first sublessee, if any, shall be payable, however, only during such time as each such additional sublessee actually leases space at the Communications Facility from LESSEE pursuant to a sublease agreement. LESSEE shall give to LESSOR prompt notice of any and all (i) sublessees existing at the time of the execution of this Agreement, (ii) new sublessees as their equipment is located on the tower, and (iii) loss of sublessees as their equipment is removed from the tower. The additional sum for each sublessee after the first sublessee shall become part of the total annual rental and shall increase in accordance with Paragraph 5 herein. LESSEE shall pay a one-time, non-recurring payment in the amount of Ten Thousand and no/100ths (\$10,000.00) Dollars to LESSOR within thirty (30) days of the full execution of the Agreement.

Late Charge and Interest. Upon fifteen (15) days written notice, if LESSEE shall fail to pay any rental or additional sums required to be paid by Lessee hereunder within ten (10) days after the due date therefor, each such unpaid amount shall be subject to 1) a one-time late charge equal to five percent (5%) of such unpaid amount to cover LESSOR's additional administrative costs resulting from LESSEE's failure to pay and not as interest, and 2) interest at the rate of the lesser of the highest rate permitted by law or .065% per day on such unpaid amount for each day or portion of a day that the same shall remain unpaid. Such late charges and interest shall be paid to LESSOR together with such unpaid amounts, without further notice to or demand upon LESSEE. Such late charges and interest shall be additional rent. The payment of the sums set forth in the foregoing provisions shall in no way relieve LESSEE of the obligation to pay the monthly installments of rent on or before the first day of each calendar month or additional sums when due.

The Agreement shall commence based upon the date LESSEE commences installation of the Communications Facility on the Premises. In the event the date LESSEE commences installation of the Communications Facility on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on

the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon the receipt of all Governmental Approvals, as defined in Paragraph 8(b) herein, Lessee shall commence and thereafter diligently prosecute to completion the construction of the Communications Facility on the Premises, at Lessee's sole cost and expense. Failure to commence or thereafter diligently prosecute to completion such construction shall constitute a default under this Agreement.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE a complete and fully executed Internal Revenue Service Form W-9, or equivalent, ("Rental Documentation") in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSEE shall be responsible for all costs for installation, repair, operation, and maintenance of LESSEE's equipment and all utilities (to be measured by metering which is separate from LESSOR's) necessary to operate the same. LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. RENTAL INCREASE. Commencing on the first (1<sup>st</sup>) annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term, and all extensions, of this Agreement (including all extension terms pursuant to Paragraph 6 below),

annual rent shall increase by an amount equal to three percent (3%) of the annual rent due for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5<sup>th</sup>) five (5) year term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS.

a. LESSEE shall use the Premises for the sole purpose of constructing, maintaining, repairing and operating a communications facility ("Communications Facility") and uses incidental thereto which Communications Facility may consist of such buildings as are necessary to house telecommunications equipment, a free standing one hundred ninety-five (195') foot multi-tenant monopole antenna structure, now or in the future to meet LESSEE's and

its subtenants' and licensees' telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of LESSEE, be placed around the perimeter of the Premises; all of the foregoing to the extent permitted by zoning and any other applicable law; and for no other use without Lessor's prior written consent in each instance, which may be withheld if the proposed use will, in Lessor's sole discretion, be detrimental to the orderly development, operation, property values, health, or safety of that area of the Property. In no event shall the Property or any portion thereof be used for the operation of an establishment offering the provision of goods, services, or amusements of the sexually explicit nature. LESSEE and its subtenants and licensees shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term., LESSEE shall obtain LESSOR's written consent prior to using any portions of LESSOR's surrounding Property as is reasonably required by LESSEE and its subtenants and licensees during construction, installation, maintenance, and operation of the equipment, said consent not to be unreasonably withheld, conditioned or delayed. Such consent shall not be required for the initial construction of the Communications Facility. Upon obtaining LESSOR's prior written consent, with such consent not to be unreasonably withheld, conditioned or delayed, LESSEE and its subtenants and licensees shall have the right to go upon the surrounding Property during the term hereof, to the extent reasonably necessary and with such equipment as may be reasonably necessary, to include motor vehicles, to remove trees and/or other obstructions that pose potential hazards or hindrances to the use of the Premises by LESSEE and/or its successors, assigns, or its subtenants and licensees. LESSEE'S use and occupation of the Premises shall be without cost or expense to LESSOR, except as otherwise provided herein. LESSEE agrees to abide by all rules and regulations provided by LESSOR to LESSEE prior to the execution of this Agreement ("Rules and Regulations"). LESSOR reserves the right to make reasonable changes to the Rules and Regulations from time to time; provided, however, that such changes to the Rules and Regulations shall not (i) adversely affect LESSEE's permitted use under this Agreement; (ii) interfere with LESSEE's continuous operations within the Premises; (iii) interfere with LESSEE's access to the Premises as provided herein; (iv) conflict with any terms of this Lease; or (v) increase LESSEE's financial obligations under this Lease. Further, LESSOR will provide, from time to time, a copy of said Rules and Regulations and recommendations to LESSEE to ensure compliance with the same.

b. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for LESSEE's use of the Premises. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, including, without limitation, any approvals required for the re-zoning of a portion of the Property and the construction of a communications tower on the Premises, as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of

such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

c. LESSEE has no rights to the Property surrounding the Premises other than as granted in this Agreement. LESSOR may allow other persons and/or entities to make use of the Property surrounding the Premises for any purpose whatsoever, in LESSOR's sole and exclusive discretion, so long as any such use does not interfere with LESSEE's use and quiet enjoyment of the Premises.

9. INDEMNIFICATION. Subject to Paragraph 10 below, LESSEE shall indemnify and hold LESSOR harmless from and against any claim, liability, penalty, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement) or loss threatened, sustained or incurred by reason of, directly or indirectly, from (a) death or personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, sublessees, contractors or agents; (b) the construction, use, operation, condition or lack of repair of the Property, Premises, Communications Facility, or any real or personal property at any time or times thereon; (c) any act or thing done or omitted to be done by Lessee, its agents, employee, sublessees, servants, invitees; or (d) any failure on the part of Lessee to perform or comply with any of Lessee's covenants, obligations or liabilities hereunder; except to the extent all such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered, and to the extent covered, by standard fire insurance policies with extended coverage. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE agrees that at its own cost and expense, LESSEE will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSEE agrees that it will include the LESSOR as an additional insured. LESSEE further agrees that LESSEE will provide LESSOR annually with a certificate of insurance as evidence of the commercial general liability coverage as required pursuant to this paragraph. LESSOR shall maintain its standard insurance policy which covers damage or destruction to property for all real property and improvements thereon owned by LESSOR (including the Property), and LESSOR shall provide, upon request, details regarding such coverage. LESSOR shall continue to self-insure against all other claims. LESSOR acknowledges that LESSEE is or may be a self-insurer with respect to all or a substantial portion of the risks commonly insured against under standard fire and extended coverage and commercial general liability insurance policies.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraph 9, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. (Intentionally Omitted)

13. ACCESS. LESSOR agrees the LESSOR shall have free access to the Premises at all times for the purpose of installing and maintaining the Communications Facility. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the Premises. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. LESSEE shall maintain the gate to the Property locked at all times.

14. TOWER COMPLIANCE. LESSEE covenants that it will keep the Communications Facility and communications tower ("Tower") in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSEE shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

15. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the equipment of LESSEE and its sublessees and licensees. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. **REMOVAL AT END OF TERM.** LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment and any building(s), antenna structure(s) (including footings to three (3') feet below grade) antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

18. (Intentionally Omitted)

19. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Premises to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to the Premises, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Premises for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. **TITLE.** LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants,

easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of South Carolina. LESSOR and LESSEE agree to subject themselves to the jurisdiction and venue of the Circuit Court of Richland County, State of South Carolina, as to all matters and disputes arising or to arise under this Agreement and the performance thereof

24. ASSIGNMENT. This Agreement may not be sold, assigned, licensed, or transferred by LESSEE without the prior written consent of LESSOR, said consent not to be unreasonably withheld. LESSEE shall supply to LESSOR an executed counterpart of any such sale, assignment, license, or transfer in recordable form, under which the assignee shall have assumed this Agreement and agreed to perform and be bound by the covenants and conditions of this Agreement required to be performed and observed by LESSEE. Upon any such permitted sale, assignment, license or transfer, LESSEE shall be released from its obligations hereunder without further act, and LESSOR shall execute any instrument reasonably requested by LESSEE to effect such release. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises, which includes the use of the Right of Way and Further Rights of Way, within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be fully executed, , under which the sub-lessee shall have agreed to perform and be bound by the covenants and conditions of this Agreement required to be performed and observed by the original Lessee. Such sublease shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Columbia  
City Manager  
1136 Washington Street  
P.O. Box 147  
Columbia, South Carolina 29217

with copies to:

City of Columbia  
Director of Utilities and Engineering  
1136 Washington Street  
P.O. Box 147  
Columbia, South Carolina 29217

LESSEE: SCANA Communications, Inc.  
1426 Main Street, MC-107,  
Columbia, South Carolina 29201  
Attn: Tower Manager  
Telephone Number: 803.217.8138

With a copy to:

SCANA Communications, Inc.  
Attn: General Counsel  
1426 Main Street, MC-199  
Columbia, South Carolina 29201

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. **SUBORDINATION AND NON-DISTURBANCE.** At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser")

acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be

performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. **REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The undisputed costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located;

31. **ENVIRONMENTAL.** LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

32. **CASUALTY.** In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent and any and all other fees due under this Agreement shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. **CONDEMNATION.** In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at

LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. LESSEE warrants that the person or persons executing this Agreement on behalf of LESSEE has the full right, power and authority to enter into and execute this Agreement on LESSEE's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. This Agreement is not binding upon the City of Columbia until such time as the Agreement is approved by Columbia City Council and the City Manager is authorized by legislative enactment to execute the same on behalf of the City of Columbia.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. The installation, construction, repair, operation and maintenance of LESSEE's equipment shall be in conformity with all federal, state and local laws and regulations, including but not limited to those of the Federal Communications Commission. LESSEE shall procure and maintain current during the initial term of this Agreement and any renewal terms hereof, any licenses or permits required by any federal, state and local law or regulation. Copies of all licenses or permits required or obtained shall be furnished to LESSOR upon request.

36. SURVIVAL. The provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Additionally, any provisions of this

Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. **RESERVED TOWER SPACE.** LESSOR, subject to the terms and conditions herein, shall have a non-revocable, non-exclusive license for the use of that portion of the Tower at one hundred ninety-five (195') feet and one hundred ten (110') foot RAD center (the "Reserved Tower Space") for its own purposes. LESSEE shall have the right to substitute an equal amount of space on the Tower to the extent LESSOR has not exercised its right to use the Reserved Tower Space, and LESSEE needs the Reserved Tower Space for its own operations. The substituted tower space shall be considered the Reserved Tower Space from that point forward. Under no circumstances shall LESSOR license or sublease any portion of the Reserved Tower Space to third parties. No part of the Premises shall be utilized by LESSOR for the placement of any necessary ground equipment, and LESSOR shall use its contiguous property for the placement of any necessary equipment.

a. **Conditions for Use by LESSOR of Tower.** LESSOR's equipment shall have LESSEE's prior written approval and shall be in accordance with the standards and requirements of LESSEE, and shall be done under the LESSEE's supervision and shall be subject to LESSEE's final written approval, such approval not to be unreasonably withheld. LESSOR will be responsible for the cost of LESSOR's initial equipment ("LESSOR's Initial Equipment") and the installation of that approved LESSOR's Initial Equipment. The supervision, approval and other activities of LESSEE under this Section 38 however, shall not constitute the waiver of any term or condition of this Agreement. Scheduling of any and all work on the Premises and/or Tower will be coordinated with LESSEE. Any future maintenance or access necessitating access by LESSOR to the Premises and/or Tower must be coordinated with LESSEE within a reasonable time not less than seventy-two (72) hours prior to work being done. All of LESSOR's equipment mounted on the Tower must be attached securely to the Tower with approved mounts, hangers, and clamps as directed by LESSEE. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of the license granted herein to LESSOR by LESSEE at its sole discretion. Any inspection or approval given or done by the LESSEE pursuant to this Agreement is solely for its own benefit. LESSEE shall have no liability or responsibility to the LESSOR or any third party as a result of any inspection or approval given by LESSEE and LESSOR should not rely upon the same other than for the specific purposes set forth herein.

b. **Approved Equipment.** Any such approved equipment shall be set forth on Exhibit C attached hereto and incorporated herein. LESSOR shall be required to submit an application to LESSEE on a form to be provided by LESSEE. Grounds for denying approval shall include, but shall not be limited to the potential for overstressing the Tower taking into account the present loading on the Tower and the anticipated additional loading by LESSEE on the Tower. To the extent the approved equipment has not been decided upon between the parties prior to the

execution of this Agreement, at such time as LESSOR's application is submitted and approved by LESSEE, and signed by both parties, it will be attached as Exhibit C to all original copies of this Agreement.

c. Maintenance of LESSOR's Equipment. All of LESSOR's equipment shall be purchased and installed at the expense of LESSOR, and all of LESSOR's equipment, including, but not limited to LESSOR's Initial Equipment, must be kept and maintained by LESSOR at all times, at its expense, in a good state of repair and maintenance and in compliance with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this Agreement, LESSEE assumes no responsibility for the licensing, operation, and/or maintenance of LESSOR's radio equipment. LESSOR shall defend, indemnify and save LESSEE harmless from any claims or suits arising by reason of LESSOR's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. LESSEE assumes no responsibility for the licensing, operation or maintenance of the LESSOR's equipment.

d. Approval of Contractors. It is further understood and agreed LESSEE must approve of, in writing, all contractors and personnel chosen by LESSOR to install, maintain and operate the LESSOR's equipment and that LESSOR's maintenance and operation of its equipment will in no way damage or interfere with the LESSEE's use of the Premises, Tower, antennas and appurtenances.

38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

**[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF COLUMBIA

By: Steven A. Gantt [Seal]  
Name: Steven A. Gantt  
Title: Interim City Mgr.  
Date: 10.26.09

Carri J. Arman  
Witness  
S. Daniels  
Witness

LESSEE:

SCANA COMMUNICATIONS, INC.  
a South Carolina Corporation

\_\_\_\_\_  
Witness  
\_\_\_\_\_

BY: \_\_\_\_\_  
Oscie O. Brown, III  
ITS: General Manager of Operations  
Witness

**EXHIBIT "A"**

**DESCRIPTION OF LAND SPACE AND RIGHT OF WAY**

**(SEE ATTACHED)**

**EXHIBIT "B"**

**SURVEY OF LAND SPACE AND RIGHT OF WAY**

**(SEE ATTACHED)**

**EXHIBIT "C"**

**LESSOR'S EQUIPMENT DESCRIPTION**  
(Equipment Application to be attached, if at all, at a later date)

**ANTENNA INFORMATION**

**ANTENNAS:** Two (2) OMNI antennas at 195' A.G.L. and 110' A.G.L.  
rad centers to be utilized for SCADA purposes.



along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, North Lake Drive, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property to the Land Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

3. The Commencement Date of the Agreement, of which this is a Memorandum, is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date").
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[INTENTIONALLY BLANK, SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR:**

**CITY OF COLUMBIA**

Cassie J. Quinn  
Witness  
Donna  
Witness

By: St. A. Mantle [Seal]  
Name: Steven A. Gotti  
Title: Interim C. Mgt.  
Date: 10-26-09

**LESSEE:**

**SCANA COMMUNICATIONS, INC.**  
a South Carolina Corporation

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Oscie O. Brown, III  
ITS: General Manager of Operations

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

LESSOR ACKNOWLEDGEMENT

I, Erika D. Salley, a Notary Public for said County and State, do hereby certify that Steven A. Gant personally came before me this day and acknowledged that s/he is the Interim City Manager of City of Columbia, and that s/he, being authorized to do so, executed the foregoing Memorandum of Land Lease Agreement as his/her own act and deed on behalf of City of Columbia.

WITNESS my hand and official Notarial Seal, this 26<sup>th</sup> day of October, 20009

Erika D. Salley  
Notary Public

My Commission Expires:

05/21/2012

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

LESSEE ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County and State of South Carolina, do hereby certify that Oscie O. Brown, III personally came before me this day and acknowledged that he is the General Manager of Operations for SCANA Communications, Inc., and that he, as General Manager of Operations, being authorized to do so, executed the foregoing Memorandum of Land Lease Agreement on behalf of SCANA Communications, Inc.

WITNESS my hand and official Notarial Seal, this \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT "A"

Description of Land Space and Right of Way

(See Attached)

EXHIBIT "B"

Survey of Land Space and Right of Way

(See Attached)



along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, North Lake Drive, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property to the Land Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

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[INTENTIONALLY BLANK, SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR:**

**CITY OF COLUMBIA**

Cari J. Arison  
Witness  
S. J. [Signature]  
Witness

By: [Signature] [Seal]  
Name: Steven A. Gort  
Title: Interim City Mgr.  
Date: 10-26-09

**LESSEE:**

**SCANA COMMUNICATIONS, INC.**  
a South Carolina Corporation

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Oscie O. Brown, III  
ITS: General Manager of Operations

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

LESSOR ACKNOWLEDGEMENT

I, Erika D. Sallee, a Notary Public for said County and State, do hereby certify that Steven A. Gantt personally came before me this day and acknowledged that s/he is the Interim City Manager of City of Columbia, and that s/he, being authorized to do so, executed the foregoing Memorandum of Land Lease Agreement as his/her own act and deed on behalf of City of Columbia.

WITNESS my hand and official Notarial Seal, this 26<sup>th</sup> day of October, 2009.

Erika D. Sallee  
Notary Public

My Commission Expires:  
05/21/2012

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

LESSEE ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County and State of South Carolina, do hereby certify that Oscie O. Brown, III personally came before me this day and acknowledged that he is the General Manager of Operations for SCANA Communications, Inc., and that he, as General Manager of Operations, being authorized to do so, executed the foregoing Memorandum of Land Lease Agreement on behalf of SCANA Communications, Inc.

WITNESS my hand and official Notarial Seal, this \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

EXHIBIT "A"

Description of Land Space and Right of Way

(See Attached)

EXHIBIT "B"

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(See Attached)



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[INTENTIONALLY BLANK, SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR:**

**CITY OF COLUMBIA**

By: [Signature] [Seal]  
Name: Steven A. Gault  
Title: T-ten:in City mgr.  
Date: 10.26.09

[Signature]  
Witness  
[Signature]  
Witness

**LESSEE:**

**SCANA COMMUNICATIONS, INC.**  
a South Carolina Corporation

BY: \_\_\_\_\_  
Oscie O. Brown, III  
ITS: General Manager of Operations

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

LESSOR ACKNOWLEDGEMENT

I, Erika D. Salley, a Notary Public for said County and State, do hereby certify that Steven A. Grant personally came before me this day and acknowledged that s/he is the Interim City Manager of City of Columbia, and that s/he, being authorized to do so, executed the foregoing Memorandum of Land Lease Agreement as his/her own act and deed on behalf of City of Columbia.

WITNESS my hand and official Notarial Seal, this 26<sup>th</sup> day of October, 2009.

Erika D. Salley  
Notary Public

My Commission Expires:  
05/21/2012

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

LESSEE ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County and State of South Carolina, do hereby certify that Oscie O. Brown, III personally came before me this day and acknowledged that he is the General Manager of Operations for SCANA Communications, Inc., and that he, as General Manager of Operations, being authorized to do so, executed the foregoing Memorandum of Land Lease Agreement on behalf of SCANA Communications, Inc.

WITNESS my hand and official Notarial Seal, this \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
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