

ORDINANCE NO.: 2001-019

*Authorizing execution of an Agreement with Carolina PCS, I,  
Limited Partnership, d/b/a Carolina Phone Company*

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this 7th day of February, 2001, that the City Manager is hereby authorized to execute the attached Agreement with Carolina PCS, I, Limited Partnership d/b/a Carolina Phone Company for use of the various City water towers for installation and maintenance of six (6) antennas and associated appurtenances.

Requested by:



MAYOR

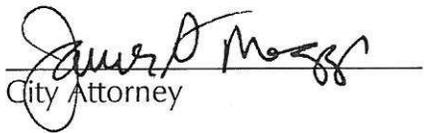
Approved by:



City Manager

Approved as to form:

ATTEST:



City Attorney



City Clerk

Introduced: 1/24/2001  
Final Reading: 2/7/2001

ORIGINAL  
STAMPED IN RED

CITY OF COLUMBIA  
RICHLAND COUNTY SOUTH CAROLINA  
License to CAROLINA PCS I, LIMITED PARTNERSHIP; D/B/A  
CAROLINA PHONE COMPANY  
to use  
property located at the Wales Garden Water Tower  
Richland County, South Carolina

CAROLINA PCS I is hereby granted a license for a term of three (3) years beginning \_\_\_\_\_ and ending \_\_\_\_\_ by the City of Columbia (the City), to place six (6) antennas and associated appurtenances, on the Wales Garden Water Tower, located at 1625 Whaley Street, (TMS #11306-03-10), Richland County as shown substantially on Exhibit A (The Property). In addition, Licensee is given permission to place a 10' x 12' x 9'H equipment shelter on the premises at such location to be approved by the City. The equipment shelter will be used to locate communication equipment associated with the antennas. Said antennas, equipment shelter and appurtenances to be known as "The Equipment".

THIS LICENSE is granted subject to the following conditions:

1. The use and occupation of the said premises shall be without cost or expense to the City, except as otherwise provided herein, under the general supervision and subject to the approval of the City and subject also to such rules and regulations as the City may from time to time prescribe. Provided, however, that no rules or regulations adopted subsequent to the date hereof shall be used to divest the Licensee of any rights hereunder. Any reference to the City shall extend to and include the City Manager or City Council and their duly appointed or elected successors and authorized representatives.
2. The Licensee shall, at its own expense and without cost or expense to the City, maintain and keep in good repair and condition The Equipment.
3. The Licensee, without cost or expense to the City, agrees to have a structural analysis of The Property performed to evaluate the effect The Equipment may have on The Property by an independent company to be approved by the City. The Licensee agrees to provide the City with a report of the structural analysis prior to proceeding with any installation or construction of The Equipment on The Property. Should the report indicate that the structural integrity of The Property will be negatively impacted in any manner by installation, construction, repair, operation and/or maintenance of the Equipment, and the Licensee cannot modify its

plans to eliminate the negative impact to the satisfaction of the City, the City shall immediately terminate this License. Licensee shall then be required to promptly remove The Equipment. Any unused prepaid rent shall be refunded to the Licensee.

4. Any interference with or damage to property under control of the City by Licensee incident to the exercise of the privileges herein granted shall be promptly corrected by the Licensee to the satisfaction of the City. The City shall have no obligation to eliminate any interference with Licensee's operation, maintenance or repair of The Equipment from any source whatsoever. Subject to the provisions of Paragraph 21, the City may allow police, fire, EMS or other communications equipment owned and operated by a public/governmental entity to be installed on The Property. However, should interference occur or be anticipated as a result of the installation of communications equipment by any additional private entity, the Licensee and the private entity shall make all reasonable efforts to eliminate the interference to allow for installation by the private entity. In the event interference cannot be sufficiently eliminated by all reasonable efforts of the Licensee and the private entity, the private entity will not be allowed to install the proposed communications equipment.
5. The Licensee shall be responsible for all costs for installation, repair, operation, and maintenance of The Equipment and all utilities (to be measured by metering which is separate from the City's) necessary to operate the same.
6. No additions to or alterations of The Property shall be made without the prior consent of the City. The installation, construction, repair, operation and maintenance of The 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. The location and installation of the antennas and associated appurtenances shall be agreed upon by the City in writing prior to installation of The Equipment by the Licensee. In the event that an agreement cannot be reached regarding installation of The Equipment, either party may void this License, in which event any prepaid rent shall be refunded. Licensee shall procure and maintain current during the initial term of this License 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 the City upon request.
7. Should it become necessary for the City, in its maintenance responsibilities on The Property, to perform services which would otherwise be the responsibility of Licensee, the City shall, except in cases of emergency, give Licensee fifteen (15) days notice to perform those

services. Should Licensee fail to perform said services after said notice, the City may provide the same and charge the cost thereof as additional rent. Provided, however, if by their nature, said services would take more than 15 days to complete, Licensee shall be deemed to have complied with the provisions of this paragraph if within said notice period it commences work thereon and diligently pursues the completion of the same.

8. At the termination of this License, whether by expiration of its term or otherwise, Licensee shall promptly remove The Equipment from The Property and repair any damages done to The Property by Licensee, reasonable wear and tear excepted.
9. The Licensee shall maintain the gate to The Property locked at all times by interlocking Licensee's lock with any existing lock(s). The Licensee shall provide the City with a key or combination to said lock.
10. The Licensee shall notify the City prior to any entry onto The Property by calling the operator on duty at the City of Columbia Canal Water Treatment Plant, telephone number (803) 733-8336.
11. The City shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of The Property by Licensee or for damages to The Equipment of the Licensee, or for injuries to the person of the Licensee's officers, agents or employees, or others who may be on The Property at their invitation or the invitations of any one of them, arising from or incident to the Licensee's activities.
12. The Licensee agrees to indemnify, defend and hold harmless the City, from and against any and all damages, liability, loss and claims for injuries to or death of person and for damages, liability, loss and claims to the Premises, appurtenances or approaches thereto, arising out of or in connection with such Licensee's, its officers, agents or employees or others who may be on The Property at their invitation or the invitations of any one of them, arising from or incident to the Licensee's activities, use or occupancy of the Property.
13. At any time the Licensee is actively engaged in installation, construction and/or major maintenance activities on the premises, the Licensee shall provide insurance in compliance with the City's ordinances, Section 11-71.

14. The Licensee, upon the City's request, shall temporarily remove any or all components of The Equipment, which the City deems reasonably necessary, to appropriately repair, maintain or improve the City's water system or communications systems or repair, maintain, install or construct other equipment or structures of the City or other persons or entities, (which are listed by way of illustration and not limitation), as may from time to time be allowed by the City. Provided, however, that Licensee shall be given not less than 120 days notice of the same and the City shall, when reasonably possible, provide Licensee with an alternate location on The Property for the purpose of arranging for a temporary communications facility.
15. The Licensee's rights hereunder are not exclusive. Subject to the provisions of paragraph 4 herein, the City may allow other persons or entities to make use of The Property for any purpose whatsoever, in the City's sole and exclusive discretion.
16. The Licensee and the City agree that if the whole or any part of The Property shall be taken or acquired by any other public authority for any public or quasi-public use, then in that event, this License shall terminate from the date when the possession of the part so taken shall be required for such use or purpose and all damages awarded for such taking shall belong to and be the property of the City. Provided, however, that should the City construct a replacement facility, Licensee shall have the right and option to locate its communications facility on the replacement property under the same terms and conditions set forth in this agreement.
17. In consideration for the rights granted by the City to the Licensee herein, the Licensee shall pay as an annual License fee, in advance, the sum of Eighteen Thousand and No/100 (\$18,000.00) Dollars. Said sum shall be paid by Licensee on the anniversary of the commencement date each year thereafter throughout the term of this License. If this Lease is terminated for any reason other than the default of Licensee, all prepaid rents shall be refunded to Licensee, without interest.
18. The Licensee may request renewal of this License for seven (7) additional consecutive three (3) year terms, under the same covenants, terms and conditions contained herein and in accordance with the foregoing fee schedule. This License shall be deemed automatically extended unless the City or the Licensee gives a minimum of 180 days written notice prior to the expiration of the initial term or any of the additional terms, of its intention not to renew.

19. The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1 <sup>st</sup>	\$19,620.00
2 <sup>nd</sup>	\$21,385.00
3 <sup>rd</sup>	\$23,310.00
4 <sup>th</sup>	\$25,408.00
5 <sup>th</sup>	\$27,695.00
6 <sup>th</sup>	\$30,187.00
7 <sup>th</sup>	\$32,904.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

20. At any time, should the location and/or maintenance of The Equipment on The Property result in an increase in costs to the City to maintain The Property, the City may, at its sole discretion, require the Licensee to pay such additional costs in addition to the annual rent specified in Paragraph 19 herein and the Licensee hereby agrees to pay such costs upon notification by the City that they are due and owing.
21. Should The Property being occupied by Licensee be needed by the City for a public/governmental purpose and said need cannot be fulfilled by relocating Licensee's equipment to another area on The Property which is suitable to Licensee, the City shall, upon one hundred eighty (180) days notice to Licensee, have the right to terminate this License. Any unused prepaid rent shall be refunded to Licensee.
22. This License shall contain the entire agreement between the City and the Licensee. In order to be binding, any modification thereof shall be in writing and signed by the City and the Licensee.
23. This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of South Carolina. The Licensee agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina, as to all matters and disputes arising or to arise under this License and the performance thereof.

24. Written notice to the City shall be made by placing such notice in the United States Mail, Certified, postage prepaid and addressed to : City Manager, Post Office Box 147, Columbia, South Carolina, 29217. A copy of any written notice shall also be mailed to both the Director of Engineering and the Director of Utilities, Post Office Box 147, Columbia, South Carolina, 29217. Written notice to the Licensee shall be made by placing such notice in the United States Mail, Certified, postage prepaid and addressed to \_\_\_\_\_  
\_\_\_\_\_.
25. This License may not be sold, assigned or transferred by the Licensee without prior written approval or consent of the City. Such approval or consent shall not be unreasonably withheld.
26. The failure of either the Licensee or the City to insist upon the strict performance of any provision of this License shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this License at any time. Waiver of any breach of this License by the Licensee or the City shall not constitute waiver of a subsequent breach.
27. In the event any provision of this License is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
28. This License shall extend to and bind the successors and assigns of the Licensee. This License is binding upon the City in accordance with its terms and conditions.
29. Should any governmental agency revoke or otherwise terminate Licensee's right to operate The Equipment, the Licensee may terminate this License agreement.
30. If any provisions hereof require the consent of a party to this agreement, said consent will not be unreasonably withheld or delayed.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the authority as the City Manager of the City of Columbia, South Carolina.

WITNESS:

Margaret V. McMurray Michael A. Bierman  
Peggy S. Bueland Michael A. Bierman  
City Manager, City of Columbia, South Carolina

The above instrument with all conditions thereof, is hereby accepted this 13 day of December, 2006.

WITNESS:  
[Signature]  
Kimberly S. Massie

CAROLINA PCS I, LIMITED PARTNERSHIP  
Carolina PCS Corp. General Partner  
BY: [Signature]  
ITS: Chairman & CEO

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

ACKNOWLEDGEMENT

PERSONALLY appeared before me, the undersigned witness who made oath that s/he saw the within named City of Columbia, South Carolina, by Michael A. Bierman, its City Manager, sign, seal and as its act and deed deliver the within License for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution hereof.

SWORN to before me this 24<sup>th</sup>  
day of January, 2008.  
Pragy S. Bullard  
Notary Public for South Carolina  
My Commission Expires 2/4/08

Margaret V. McMurray

STATE OF South Carolina )  
 )  
COUNTY OF Greenville )

ACKNOWLEDGMENT

PERSONALLY appeared before me, the undersigned witness who made oath that s/he saw the within named CAROLINA PCS I, LIMITED PARTNERSHIP by : Carolina PCS Corp its: General Partner, sign, seal and as its act and deed deliver the within License for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution hereof.

SWORN to before me this 13  
day of December, 2000.  
Kimberly S. Massie  
Notary Public for Greenville SC  
My Commission Expires: Feb 3, 2010

[Signature]

CITY OF COLUMBIA  
RICHLAND COUNTY SOUTH CAROLINA  
License to CAROLINA PCS I, LIMITED PARTNERSHIP; D/B/A  
CAROLINA PHONE COMPANY  
to use  
property located at Lower Richland Tank Site  
Richland County, South Carolina

CAROLINA PCS I is hereby granted a license for a term of three (3) years beginning \_\_\_\_\_ and ending \_\_\_\_\_ by the City of Columbia (the City), to place six (6) antennas and associated appurtenances, on the Lower Richland Water Tower, located at 1784 Ridge Road, (TMS #24800-06-23) Horrell Hill, Richland County as shown substantially on Exhibit A (The Property). In addition, Licensee is given permission to place a 10' x 12' x 9'H equipment shelter on the premises at such location to be approved by the City. The equipment shelter will be used to locate communication equipment associated with the antennas. Said antennas, equipment shelter and appurtenances to be known as "The Equipment".

THIS LICENSE is granted subject to the following conditions:

1. The use and occupation of the said premises shall be without cost or expense to the City, except as otherwise provided herein, under the general supervision and subject to the approval of the City and subject also to such rules and regulations as the City may from time to time prescribe. Provided, however, that no rules or regulations adopted subsequent to the date hereof shall be used to divest the Licensee of any rights hereunder. Any reference to the City shall extend to and include the City Manager or City Council and their duly appointed or elected successors and authorized representatives.
2. The Licensee shall, at its own expense and without cost or expense to the City, maintain and keep in good repair and condition The Equipment.
3. The Licensee, without cost or expense to the City, agrees to have a structural analysis of The Property performed to evaluate the effect The Equipment may have on The Property by an independent company to be approved by the City. The Licensee agrees to provide the City with a report of the structural analysis prior to proceeding with any installation or construction of The Equipment on The Property. Should the report indicate that the structural integrity of The Property will be negatively impacted in any manner by installation, construction, repair, operation and/or maintenance of the Equipment, and the Licensee cannot modify its

plans to eliminate the negative impact to the satisfaction of the City, the City shall immediately terminate this License. Licensee shall then be required to promptly remove The Equipment. Any unused prepaid rent shall be refunded to the Licensee.

4. Any interference with or damage to property under control of the City by Licensee incident to the exercise of the privileges herein granted shall be promptly corrected by the Licensee to the satisfaction of the City. The City shall have no obligation to eliminate any interference with Licensee's operation, maintenance or repair of The Equipment from any source whatsoever. Subject to the provisions of Paragraph 21, the City may allow police, fire, EMS or other communications equipment owned and operated by a public/governmental entity to be installed on The Property. However, should interference occur or be anticipated as a result of the installation of communications equipment by any additional private entity, the Licensee and the private entity shall make all reasonable efforts to eliminate the interference to allow for installation by the private entity. In the event interference cannot be sufficiently eliminated by all reasonable efforts of the Licensee and the private entity, the private entity will not be allowed to install the proposed communications equipment.
5. The Licensee shall be responsible for all costs for installation, repair, operation, and maintenance of The Equipment and all utilities (to be measured by metering which is separate from the City's) necessary to operate the same.
6. No additions to or alterations of The Property shall be made without the prior consent of the City. The installation, construction, repair, operation and maintenance of The 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. The location and installation of the antennas and associated appurtenances shall be agreed upon by the City in writing prior to installation of The Equipment by the Licensee. In the event that an agreement cannot be reached regarding installation of The Equipment, either party may void this License, in which event any prepaid rent shall be refunded. Licensee shall procure and maintain current during the initial term of this License 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 the City upon request.
7. Should it become necessary for the City, in its maintenance responsibilities on The Property, to perform services which would otherwise be the responsibility of Licensee, the City shall, except in cases of emergency, give Licensee fifteen (15) days notice to perform those

services. Should Licensee fail to perform said services after said notice, the City may provide the same and charge the cost thereof as additional rent. Provided, however, if by their nature, said services would take more than 15 days to complete, Licensee shall be deemed to have complied with the provisions of this paragraph if within said notice period it commences work thereon and diligently pursues the completion of the same.

8. At the termination of this License, whether by expiration of its term or otherwise, Licensee shall promptly remove The Equipment from The Property and repair any damages done to The Property by Licensee, reasonable wear and tear excepted.
9. The Licensee shall maintain the gate to The Property locked at all times by interlocking Licensee's lock with any existing lock(s). The Licensee shall provide the City with a key or combination to said lock.
10. The Licensee shall notify the City prior to any entry onto The Property by calling the operator on duty at the City of Columbia Canal Water Treatment Plant, telephone number (803) 733-8336.
11. The City shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of The Property by Licensee or for damages to The Equipment of the Licensee, or for injuries to the person of the Licensee's officers, agents or employees, or others who may be on The Property at their invitation or the invitations of any one of them, arising from or incident to the Licensee's activities.
12. The Licensee agrees to indemnify, defend and hold harmless the City, from and against any and all damages, liability, loss and claims for injuries to or death of person and for damages, liability, loss and claims to the Premises, appurtenances or approaches thereto, arising out of or in connection with such Licensee's, its officers, agents or employees or others who may be on The Property at their invitation or the invitations of any one of them, arising from or incident to the Licensee's activities, use or occupancy of the Property.
13. At any time the Licensee is actively engaged in installation, construction and/or major maintenance activities on the premises, the Licensee shall provide insurance in compliance with the City's ordinances, Section 11-71.

14. The Licensee, upon the City's request, shall temporarily remove any or all components of The Equipment, which the City deems reasonably necessary, to appropriately repair, maintain or improve the City's water system or communications systems or repair, maintain, install or construct other equipment or structures of the City or other persons or entities, (which are listed by way of illustration and not limitation), as may from time to time be allowed by the City. Provided, however, that Licensee shall be given not less than 120 days notice of the same and the City shall, when reasonably possible, provide Licensee with an alternate location on The Property for the purpose of arranging for a temporary communications facility.
15. The Licensee's rights hereunder are not exclusive. Subject to the provisions of paragraph 4 herein, the City may allow other persons or entities to make use of The Property for any purpose whatsoever, in the City's sole and exclusive discretion.
16. The Licensee and the City agree that if the whole or any part of The Property shall be taken or acquired by any other public authority for any public or quasi-public use, then in that event, this License shall terminate from the date when the possession of the part so taken shall be required for such use or purpose and all damages awarded for such taking shall belong to and be the property of the City. Provided, however, that should the City construct a replacement facility, Licensee shall have the right and option to locate its communications facility on the replacement property under the same terms and conditions set forth in this agreement.
17. In consideration for the rights granted by the City to the Licensee herein, the Licensee shall pay as an annual License fee, in advance, the sum of Eighteen Thousand and No/100 (\$18,000.00) Dollars. Said sum shall be paid by Licensee on the anniversary of the commencement date each year thereafter throughout the term of this License. If this Lease is terminated for any reason other than the default of Licensee, all prepaid rents shall be refunded to Licensee, without interest.
18. The Licensee may request renewal of this License for seven (7) additional consecutive three (3) year terms, under the same covenants, terms and conditions contained herein and in accordance with the foregoing fee schedule. This License shall be deemed automatically extended unless the City or the Licensee gives a minimum of 180 days written notice prior to the expiration of the initial term or any of the additional terms, of its intention not to renew.

19. The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1 <sup>st</sup>	\$19,620.00
2 <sup>nd</sup>	\$21,385.00
3 <sup>rd</sup>	\$23,310.00
4 <sup>th</sup>	\$25,408.00
5 <sup>th</sup>	\$27,695.00
6 <sup>th</sup>	\$30,187.00
7 <sup>th</sup>	\$32,904.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

20. At any time, should the location and/or maintenance of The Equipment on The Property result in an increase in costs to the City to maintain The Property, the City may, at its sole discretion, require the Licensee to pay such additional costs in addition to the annual rent specified in Paragraph 19 herein and the Licensee hereby agrees to pay such costs upon notification by the City that they are due and owing.
21. Should The Property being occupied by Licensee be needed by the City for a public/governmental purpose and said need cannot be fulfilled by relocating Licensee's equipment to another area on The Property which is suitable to Licensee, the City shall, upon one hundred eighty (180) days notice to Licensee, have the right to terminate this License. Any unused prepaid rent shall be refunded to Licensee.
22. This License shall contain the entire agreement between the City and the Licensee. In order to be binding, any modification thereof shall be in writing and signed by the City and the Licensee.
23. This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of South Carolina. The Licensee agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina, as to all matters and disputes arising or to arise under this License and the performance thereof.

24. Written notice to the City shall be made by placing such notice in the United States Mail, Certified, postage prepaid and addressed to : City Manager, Post Office Box 147, Columbia, South Carolina, 29217. A copy of any written notice shall also be mailed to both the Director of Engineering and the Director of Utilities, Post Office Box 147, Columbia, South Carolina, 29217. Written notice to the Licensee shall be made by placing such notice in the United States Mail, Certified, postage prepaid and addressed to \_\_\_\_\_  
\_\_\_\_\_.
25. This License may not be sold, assigned or transferred by the Licensee without prior written approval or consent of the City. Such approval or consent shall not be unreasonably withheld.
26. The failure of either the Licensee or the City to insist upon the strict performance of any provision of this License shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this License at any time. Waiver of any breach of this License by the Licensee or the City shall not constitute waiver of a subsequent breach.
27. In the event any provision of this License is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
28. This License shall extend to and bind the successors and assigns of the Licensee. This License is binding upon the City in accordance with its terms and conditions.
29. Should any governmental agency revoke or otherwise terminate Licensee's right to operate The Equipment, the Licensee may terminate this License agreement.
30. If any provisions hereof require the consent of a party to this agreement, said consent will not be unreasonably withheld or delayed.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the authority as the City Manager of the City of Columbia, South Carolina.

WITNESS:

Margaret V. McMurray Michael A. Bierman  
Peggy S. Breelan Michael A. Bierman  
City Manager, City of Columbia, South Carolina

The above instrument with all conditions thereof, is hereby accepted this 13 day of December, 2000.

WITNESS:  
[Signature]  
Kimberly S. Massey

CAROLINA PCS I, LIMITED PARTNERSHIP  
Carolina PCS Corp. General Partner  
BY: [Signature]  
ITS: Chairman & CEO

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

ACKNOWLEDGEMENT

PERSONALLY appeared before me, the undersigned witness who made oathe that s/he saw the within named City of Columbia, South Carolina, by Michael A. Bierman, its City Manager, sign, seal and as its act and deed deliver the within License for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution hereof.

SWORN to before me this 24<sup>th</sup>  
day of January, 2008.

Margaret V. McMurray

Peggy S. Bueland  
Notary Public for South Carolina  
My Commission Expires: 2/4/08

STATE OF South Carolina )  
 )  
COUNTY OF Greenville )

ACKNOWLEDGMENT

PERSONALLY appeared before me, the undersigned witness who made oath that s/he saw the within named CAROLINA PCS I, LIMITED PARTNERSHIP by : Carolina PCS Corp its: General Partner, sign, seal and as its act and deed deliver the within License for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution hereof.

SWORN to before me this 13  
day of December, 2000.

Michael R. [Signature]

Kimberly S. Massie  
Notary Public for Greenville  
My Commission Expires: Feb 3, 2010

CITY OF COLUMBIA  
RICHLAND COUNTY SOUTH CAROLINA  
License to CAROLINA PCS I, LIMITED PARTNERSHIP; D/B/A  
CAROLINA PHONE COMPANY  
to use  
property located at the Summit Water Tower  
Richland County, South Carolina

CAROLINA PCS I is hereby granted a license for a term of three (3) years beginning \_\_\_\_\_ and ending \_\_\_\_\_ by the City of Columbia (the City), to place six (6) antennas and associated appurtenances, on the Summit Water Tower, located at 622 Summit Avenue, (TMS #09212-05-05), Richland County as shown substantially on Exhibit A (The Property). In addition, Licensee is given permission to place a 10' x 12' x 9'H equipment shelter on the premises at such location to be approved by the City. The equipment shelter will be used to locate communication equipment associated with the antennas. Said antennas, equipment shelter and appurtenances to be known as "The Equipment".

THIS LICENSE is granted subject to the following conditions:

1. The use and occupation of the said premises shall be without cost or expense to the City, except as otherwise provided herein, under the general supervision and subject to the approval of the City and subject also to such rules and regulations as the City may from time to time prescribe. Provided, however, that no rules or regulations adopted subsequent to the date hereof shall be used to divest the Licensee of any rights hereunder. Any reference to the City shall extend to and include the City Manager or City Council and their duly appointed or elected successors and authorized representatives.
2. The Licensee shall, at its own expense and without cost or expense to the City, maintain and keep in good repair and condition The Equipment.
3. The Licensee, without cost or expense to the City, agrees to have a structural analysis of The Property performed to evaluate the effect The Equipment may have on The Property by an independent company to be approved by the City. The Licensee agrees to provide the City with a report of the structural analysis prior to proceeding with any installation or construction of The Equipment on The Property. Should the report indicate that the structural integrity of The Property will be negatively impacted in any manner by installation, construction, repair, operation and/or maintenance of the Equipment, and the Licensee cannot modify its

plans to eliminate the negative impact to the satisfaction of the City, the City shall immediately terminate this License. Licensee shall then be required to promptly remove The Equipment. Any unused prepaid rent shall be refunded to the Licensee.

4. Any interference with or damage to property under control of the City by Licensee incident to the exercise of the privileges herein granted shall be promptly corrected by the Licensee to the satisfaction of the City. The City shall have no obligation to eliminate any interference with Licensee's operation, maintenance or repair of The Equipment from any source whatsoever. Subject to the provisions of Paragraph 21, the City may allow police, fire, EMS or other communications equipment owned and operated by a public/governmental entity to be installed on The Property. However, should interference occur or be anticipated as a result of the installation of communications equipment by any additional private entity, the Licensee and the private entity shall make all reasonable efforts to eliminate the interference to allow for installation by the private entity. In the event interference cannot be sufficiently eliminated by all reasonable efforts of the Licensee and the private entity, the private entity will not be allowed to install the proposed communications equipment.
5. The Licensee shall be responsible for all costs for installation, repair, operation, and maintenance of The Equipment and all utilities (to be measured by metering which is separate from the City's) necessary to operate the same.
6. No additions to or alterations of The Property shall be made without the prior consent of the City. The installation, construction, repair, operation and maintenance of The 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. The location and installation of the antennas and associated appurtenances shall be agreed upon by the City in writing prior to installation of The Equipment by the Licensee. In the event that an agreement cannot be reached regarding installation of The Equipment, either party may void this License, in which event any prepaid rent shall be refunded. Licensee shall procure and maintain current during the initial term of this License 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 the City upon request.
7. Should it become necessary for the City, in its maintenance responsibilities on The Property, to perform services which would otherwise be the responsibility of Licensee, the City shall, except in cases of emergency, give Licensee fifteen (15) days notice to perform those

services. Should Licensee fail to perform said services after said notice, the City may provide the same and charge the cost thereof as additional rent. Provided, however, if by their nature, said services would take more than 15 days to complete, Licensee shall be deemed to have complied with the provisions of this paragraph if within said notice period it commences work thereon and diligently pursues the completion of the same.

8. At the termination of this License, whether by expiration of its term or otherwise, Licensee shall promptly remove The Equipment from The Property and repair any damages done to The Property by Licensee, reasonable wear and tear excepted.
9. The Licensee shall maintain the gate to The Property locked at all times by interlocking Licensee's lock with any existing lock(s). The Licensee shall provide the City with a key or combination to said lock.
10. The Licensee shall notify the City prior to any entry onto The Property by calling the operator on duty at the City of Columbia Canal Water Treatment Plant, telephone number (803) 733-8336.
11. The City shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of The Property by Licensee or for damages to The Equipment of the Licensee, or for injuries to the person of the Licensee's officers, agents or employees, or others who may be on The Property at their invitation or the invitations of any one of them, arising from or incident to the Licensee's activities.
12. The Licensee agrees to indemnify, defend and hold harmless the City, from and against any and all damages, liability, loss and claims for injuries to or death of person and for damages, liability, loss and claims to the Premises, appurtenances or approaches thereto, arising out of or in connection with such Licensee's, its officers, agents or employees or others who may be on The Property at their invitation or the invitations of any one of them, arising from or incident to the Licensee's activities, use or occupancy of the Property.
13. At any time the Licensee is actively engaged in installation, construction and/or major maintenance activities on the premises, the Licensee shall provide insurance in compliance with the City's ordinances, Section 11-71.

14. The Licensee, upon the City's request, shall temporarily remove any or all components of The Equipment, which the City deems reasonably necessary, to appropriately repair, maintain or improve the City's water system or communications systems or repair, maintain, install or construct other equipment or structures of the City or other persons or entities, (which are listed by way of illustration and not limitation), as may from time to time be allowed by the City. Provided, however, that Licensee shall be given not less than 120 days notice of the same and the City shall, when reasonably possible, provide Licensee with an alternate location on The Property for the purpose of arranging for a temporary communications facility.
15. The Licensee's rights hereunder are not exclusive. Subject to the provisions of paragraph 4 herein, the City may allow other persons or entities to make use of The Property for any purpose whatsoever, in the City's sole and exclusive discretion.
16. The Licensee and the City agree that if the whole or any part of The Property shall be taken or acquired by any other public authority for any public or quasi-public use, then in that event, this License shall terminate from the date when the possession of the part so taken shall be required for such use or purpose and all damages awarded for such taking shall belong to and be the property of the City. Provided, however, that should the City construct a replacement facility, Licensee shall have the right and option to locate its communications facility on the replacement property under the same terms and conditions set forth in this agreement.
17. In consideration for the rights granted by the City to the Licensee herein, the Licensee shall pay as an annual License fee, in advance, the sum of Eighteen Thousand and No/100 (\$18,000.00) Dollars. Said sum shall be paid by Licensee on the anniversary of the commencement date each year thereafter throughout the term of this License. If this Lease is terminated for any reason other than the default of Licensee, all prepaid rents shall be refunded to Licensee, without interest.
18. The Licensee may request renewal of this License for seven (7) additional consecutive three (3) year terms, under the same covenants, terms and conditions contained herein and in accordance with the foregoing fee schedule. This License shall be deemed automatically extended unless the City or the Licensee gives a minimum of 180 days written notice prior to the expiration of the initial term or any of the additional terms, of its intention not to renew.

19. The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1 <sup>st</sup>	\$19,620.00
2 <sup>nd</sup>	\$21,385.00
3 <sup>rd</sup>	\$23,310.00
4 <sup>th</sup>	\$25,408.00
5 <sup>th</sup>	\$27,695.00
6 <sup>th</sup>	\$30,187.00
7 <sup>th</sup>	\$32,904.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

20. At any time, should the location and/or maintenance of The Equipment on The Property result in an increase in costs to the City to maintain The Property, the City may, at its sole discretion, require the Licensee to pay such additional costs in addition to the annual rent specified in Paragraph 19 herein and the Licensee hereby agrees to pay such costs upon notification by the City that they are due and owing.
21. Should The Property being occupied by Licensee be needed by the City for a public/governmental purpose and said need cannot be fulfilled by relocating Licensee's equipment to another area on The Property which is suitable to Licensee, the City shall, upon one hundred eighty (180) days notice to Licensee, have the right to terminate this License. Any unused prepaid rent shall be refunded to Licensee.
22. This License shall contain the entire agreement between the City and the Licensee. In order to be binding, any modification thereof shall be in writing and signed by the City and the Licensee.
23. This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of South Carolina. The Licensee agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina, as to all matters and disputes arising or to arise under this License and the performance thereof.

24. Written notice to the City shall be made by placing such notice in the United States Mail, Certified, postage prepaid and addressed to : City Manager, Post Office Box 147, Columbia, South Carolina, 29217. A copy of any written notice shall also be mailed to both the Director of Engineering and the Director of Utilities, Post Office Box 147, Columbia, South Carolina, 29217. Written notice to the Licensee shall be made by placing such notice in the United States Mail, Certified, postage prepaid and addressed to \_\_\_\_\_  
\_\_\_\_\_.
25. This License may not be sold, assigned or transferred by the Licensee without prior written approval or consent of the City. Such approval or consent shall not be unreasonably withheld.
26. The failure of either the Licensee or the City to insist upon the strict performance of any provision of this License shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this License at any time. Waiver of any breach of this License by the Licensee or the City shall not constitute waiver of a subsequent breach.
27. In the event any provision of this License is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
28. This License shall extend to and bind the successors and assigns of the Licensee. This License is binding upon the City in accordance with its terms and conditions.
29. Should any governmental agency revoke or otherwise terminate Licensee's right to operate The Equipment, the Licensee may terminate this License agreement.
30. If any provisions hereof require the consent of a party to this agreement, said consent will not be unreasonably withheld or delayed.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the authority as the City Manager of the City of Columbia, South Carolina.

WITNESS:

Margaret V. McMurray  
Peggy S. Breeland

Michael A. Bierman  
Michael A. Bierman  
City Manager, City of Columbia, South Carolina

The above instrument with all conditions thereof, is hereby accepted this 13<sup>th</sup> day of December, 2002.

WITNESS:

[Signature]  
K. Massie

CAROLINA PCS I, LIMITED PARTNERSHIP  
Carolina PCS Corp, General Partner  
BY: [Signature]  
ITS: Chairman & CEO

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

ACKNOWLEDGEMENT

PERSONALLY appeared before me, the undersigned witness who made oathe that s/he saw the within named City of Columbia, South Carolina, by Michael A. Bierman, its City Manager, sign, seal and as its act and deed deliver the within License for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution hereof.

SWORN to before me this 24<sup>th</sup>  
day of January, 2008.

Margaret V. McMurray

Peggy S. Breeland  
Notary Public for South Carolina  
My Commission Expires: 2/4/08

STATE OF South Carolina )  
 )  
COUNTY OF Greenville )

ACKNOWLEDGMENT

PERSONALLY appeared before me, the undersigned witness who made oath that s/he saw the within named CAROLINA PCS I, LIMITED PARTNERSHIP by : Carolina PCS Corporation its: General Partner, sign, seal and as its act and deed deliver the within License for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution hereof.

SWORN to before me this 13  
day of December, 2000.

[Signature]

Kimberly S. Massee  
Notary Public for Greenville  
My Commission Expires: February 3, 2010

CITY OF COLUMBIA  
RICHLAND COUNTY SOUTH CAROLINA  
License to CAROLINA PCS I, LIMITED PARTNERSHIP; D/B/A  
CAROLINA PHONE COMPANY  
to use  
property located at the Horseshoe Water Tower  
Richland County, South Carolina

CAROLINA PCS I is hereby granted a license for a term of three (3) years beginning \_\_\_\_\_ and ending \_\_\_\_\_ by the City of Columbia (the City), to place six (6) antennas and associated appurtenances, on the Horseshoe Water Tower, located at Horseshoe Circle, (TMS #17114-01-06), Richland County as shown substantially on Exhibit A (The Property). In addition, Licensee is given permission to place a 10' x 12' x 9'H equipment shelter on the premises at such location to be approved by the City. The equipment shelter will be used to locate communication equipment associated with the antennas. Said antennas, equipment shelter and appurtenances to be known as "The Equipment".

THIS LICENSE is granted subject to the following conditions:

1. The use and occupation of the said premises shall be without cost or expense to the City, except as otherwise provided herein, under the general supervision and subject to the approval of the City and subject also to such rules and regulations as the City may from time to time prescribe. Provided, however, that no rules or regulations adopted subsequent to the date hereof shall be used to divest the Licensee of any rights hereunder. Any reference to the City shall extend to and include the City Manager or City Council and their duly appointed or elected successors and authorized representatives.
2. The Licensee shall, at its own expense and without cost or expense to the City, maintain and keep in good repair and condition The Equipment.
3. The Licensee, without cost or expense to the City, agrees to have a structural analysis of The Property performed to evaluate the effect The Equipment may have on The Property by an independent company to be approved by the City. The Licensee agrees to provide the City with a report of the structural analysis prior to proceeding with any installation or construction of The Equipment on The Property. Should the report indicate that the structural integrity of The Property will be negatively impacted in any manner by installation, construction, repair, operation and/or maintenance of the Equipment, and the Licensee cannot modify its

plans to eliminate the negative impact to the satisfaction of the City, the City shall immediately terminate this License. Licensee shall then be required to promptly remove The Equipment. Any unused prepaid rent shall be refunded to the Licensee.

4. Any interference with or damage to property under control of the City by Licensee incident to the exercise of the privileges herein granted shall be promptly corrected by the Licensee to the satisfaction of the City. The City shall have no obligation to eliminate any interference with Licensee's operation, maintenance or repair of The Equipment from any source whatsoever. Subject to the provisions of Paragraph 21, the City may allow police, fire, EMS or other communications equipment owned and operated by a public/governmental entity to be installed on The Property. However, should interference occur or be anticipated as a result of the installation of communications equipment by any additional private entity, the Licensee and the private entity shall make all reasonable efforts to eliminate the interference to allow for installation by the private entity. In the event interference cannot be sufficiently eliminated by all reasonable efforts of the Licensee and the private entity, the private entity will not be allowed to install the proposed communications equipment.
5. The Licensee shall be responsible for all costs for installation, repair, operation, and maintenance of The Equipment and all utilities (to be measured by metering which is separate from the City's) necessary to operate the same.
6. No additions to or alterations of The Property shall be made without the prior consent of the City. The installation, construction, repair, operation and maintenance of The 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. The location and installation of the antennas and associated appurtenances shall be agreed upon by the City in writing prior to installation of The Equipment by the Licensee. In the event that an agreement cannot be reached regarding installation of The Equipment, either party may void this License, in which event any prepaid rent shall be refunded. Licensee shall procure and maintain current during the initial term of this License 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 the City upon request.
7. Should it become necessary for the City, in its maintenance responsibilities on The Property, to perform services which would otherwise be the responsibility of Licensee, the City shall, except in cases of emergency, give Licensee fifteen (15) days notice to perform those

services. Should Licensee fail to perform said services after said notice, the City may provide the same and charge the cost thereof as additional rent. Provided, however, if by their nature, said services would take more than 15 days to complete, Licensee shall be deemed to have complied with the provisions of this paragraph if within said notice period it commences work thereon and diligently pursues the completion of the same.

8. At the termination of this License, whether by expiration of its term or otherwise, Licensee shall promptly remove The Equipment from The Property and repair any damages done to The Property by Licensee, reasonable wear and tear excepted.
9. The Licensee shall maintain the gate to The Property locked at all times by interlocking Licensee's lock with any existing lock(s). The Licensee shall provide the City with a key or combination to said lock.
10. The Licensee shall notify the City prior to any entry onto The Property by calling the operator on duty at the City of Columbia Canal Water Treatment Plant, telephone number (803) 733-8336.
11. The City shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of The Property by Licensee or for damages to The Equipment of the Licensee, or for injuries to the person of the Licensee's officers, agents or employees, or others who may be on The Property at their invitation or the invitations of any one of them, arising from or incident to the Licensee's activities.
12. The Licensee agrees to indemnify, defend and hold harmless the City, from and against any and all damages, liability, loss and claims for injuries to or death of person and for damages, liability, loss and claims to the Premises, appurtenances or approaches thereto, arising out of or in connection with such Licensee's, its officers, agents or employees or others who may be on The Property at their invitation or the invitations of any one of them, arising from or incident to the Licensee's activities, use or occupancy of the Property.
13. At any time the Licensee is actively engaged in installation, construction and/or major maintenance activities on the premises, the Licensee shall provide insurance in compliance with the City's ordinances, Section 11-71.

14. The Licensee, upon the City's request, shall temporarily remove any or all components of The Equipment, which the City deems reasonably necessary, to appropriately repair, maintain or improve the City's water system or communications systems or repair, maintain, install or construct other equipment or structures of the City or other persons or entities, (which are listed by way of illustration and not limitation), as may from time to time be allowed by the City. Provided, however, that Licensee shall be given not less than 120 days notice of the same and the City shall, when reasonably possible, provide Licensee with an alternate location on The Property for the purpose of arranging for a temporary communications facility.
15. The Licensee's rights hereunder are not exclusive. Subject to the provisions of paragraph 4 herein, the City may allow other persons or entities to make use of The Property for any purpose whatsoever, in the City's sole and exclusive discretion.
16. The Licensee and the City agree that if the whole or any part of The Property shall be taken or acquired by any other public authority for any public or quasi-public use, then in that event, this License shall terminate from the date when the possession of the part so taken shall be required for such use or purpose and all damages awarded for such taking shall belong to and be the property of the City. Provided, however, that should the City construct a replacement facility, Licensee shall have the right and option to locate its communications facility on the replacement property under the same terms and conditions set forth in this agreement.
17. In consideration for the rights granted by the City to the Licensee herein, the Licensee shall pay as an annual License fee, in advance, the sum of Eighteen Thousand and No/100 (\$18,000.00) Dollars. Said sum shall be paid by Licensee on the anniversary of the commencement date each year thereafter throughout the term of this License. If this Lease is terminated for any reason other than the default of Licensee, all prepaid rents shall be refunded to Licensee, without interest.
18. The Licensee may request renewal of this License for seven (7) additional consecutive three (3) year terms, under the same covenants, terms and conditions contained herein and in accordance with the foregoing fee schedule. This License shall be deemed automatically extended unless the City or the Licensee gives a minimum of 180 days written notice prior to the expiration of the initial term or any of the additional terms, of its intention not to renew.

19. The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1 <sup>st</sup>	\$19,620.00
2 <sup>nd</sup>	\$21,385.00
3 <sup>rd</sup>	\$23,310.00
4 <sup>th</sup>	\$25,408.00
5 <sup>th</sup>	\$27,695.00
6 <sup>th</sup>	\$30,187.00
7 <sup>th</sup>	\$32,904.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

20. At any time, should the location and/or maintenance of The Equipment on The Property result in an increase in costs to the City to maintain The Property, the City may, at its sole discretion, require the Licensee to pay such additional costs in addition to the annual rent specified in Paragraph 19 herein and the Licensee hereby agrees to pay such costs upon notification by the City that they are due and owing.
21. Should The Property being occupied by Licensee be needed by the City for a public/governmental purpose and said need cannot be fulfilled by relocating Licensee's equipment to another area on The Property which is suitable to Licensee, the City shall, upon one hundred eighty (180) days notice to Licensee, have the right to terminate this License. Any unused prepaid rent shall be refunded to Licensee.
22. This License shall contain the entire agreement between the City and the Licensee. In order to be binding, any modification thereof shall be in writing and signed by the City and the Licensee.
23. This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of South Carolina. The Licensee agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina, as to all matters and disputes arising or to arise under this License and the performance thereof.

24. Written notice to the City shall be made by placing such notice in the United States Mail, Certified, postage prepaid and addressed to : City Manager, Post Office Box 147, Columbia, South Carolina, 29217. A copy of any written notice shall also be mailed to both the Director of Engineering and the Director of Utilities, Post Office Box 147, Columbia, South Carolina, 29217. Written notice to the Licensee shall be made by placing such notice in the United States Mail, Certified, postage prepaid and addressed to \_\_\_\_\_.
25. This License may not be sold, assigned or transferred by the Licensee without prior written approval or consent of the City. Such approval or consent shall not be unreasonably withheld.
26. The failure of either the Licensee or the City to insist upon the strict performance of any provision of this License shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this License at any time. Waiver of any breach of this License by the Licensee or the City shall not constitute waiver of a subsequent breach.
27. In the event any provision of this License is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
28. This License shall extend to and bind the successors and assigns of the Licensee. This License is binding upon the City in accordance with its terms and conditions.
29. Should any governmental agency revoke or otherwise terminate Licensee's right to operate The Equipment, the Licensee may terminate this License agreement.
30. If any provisions hereof require the consent of a party to this agreement, said consent will not be unreasonably withheld or delayed.

IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the authority as the City Manager of the City of Columbia, South Carolina.

WITNESS:

Margaret V. McMurray Michael A. Bierman  
Peggy S. Beeland Michael A. Bierman  
City Manager, City of Columbia, South Carolina

The above instrument with all conditions thereof, is hereby accepted this 13 day of December, 2000.

WITNESS:

[Signature]  
Ken Massey

CAROLINA PCS I, LIMITED PARTNERSHIP  
Carolina PCS Corp., General Partner  
BY: [Signature]  
ITS: Chairman & CEO

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

ACKNOWLEDGEMENT

PERSONALLY appeared before me, the undersigned witness who made oath that s/he saw the within named City of Columbia, South Carolina, by Michael A. Bierman, its City Manager, sign, seal and as its act and deed deliver the within License for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution hereof.

SWORN to before me this 29<sup>th</sup>  
day of January, 2008

Peay D. Bullard  
Notary Public for South Carolina  
My Commission Expires 2/4/08

Margaret V. McMenamy  
Michael A. Bierman

STATE OF South Carolina )  
COUNTY OF Greenville )

ACKNOWLEDGMENT

PERSONALLY appeared before me, the undersigned witness who made oath that s/he saw the within named CAROLINA PCS I, LIMITED PARTNERSHIP by : Carolina PCS Corp its: General Partnership, sign, seal and as its act and deed deliver the within License for the uses and purposes therein mentioned and that s/he with the other witness whose name appears above witnessed the execution hereof.

SWORN to before me this 13  
day of December, 2000

Kembark & Massee  
Notary Public for Greenville Co  
My Commission Expires February 3, 2010

[Signature]