

# LAND LEASE

This Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between the **County of Greenville, South Carolina, a political subdivision of the State of South Carolina**, having an address of 301 University Ridge, Suite 2400, Greenville, SC 29601, hereinafter referred to as "Lessor", and **SBA Sites, LLC**, a Delaware limited liability company, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "Lessee."

**1. Leased Space and Premises.** Lessor shall lease, and hereby leases, to Lessee approximately 10,000 square feet of space with an additional three (3) base areas containing one hundred twenty (120) square feet for guyed anchor points as depicted in **Exhibit A** attached hereto (the "Leased Space") within the property commonly known as 116 W. Ridgeway Road, Honea Path, SC 29654 with the legal description set forth in **Exhibit B** attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. If completed, said survey shall automatically replace **Exhibit A** and be made a part hereof. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be used to construct, support and operate (i) wireless communications facilities, including, but not limited to, communications towers or poles, antennas, cables, fiber, backhaul, hand holes, radios, batteries or any other energy storage equipment, generators, cabinets, prefabricated buildings, fences, posts, power connections that are necessary at the Lessee's discretion, and related structures and improvements (collectively, the "Structures"), including the uses as permitted and described in Section 10 of this Lease; to Lessee's current or future corporate purposes; and (vi) any other related use that has the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. In the event Lessee chooses to erect a guyed tower, Lessor hereby grants appurtenant easements to Lessee (i) in, over and across the Premises for the purpose of anchoring, mounting and replacing the guy wires extending from Lessee's tower on the Leased Space, and (ii) in, over and across that portion of the Premises lying within twenty (20) feet from each guy wire anchor and from both sides of every guy wire for the purpose of maintaining and repairing such guy anchors and wires together with the right to clear all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, undergrowth, or other obstructions which may, in the reasonable opinion of Lessee, interfere with or fall upon Lessee's tower, any of the tower's guy anchors and wires or any of Lessee's other improvements on the Leased Space.

**2. Term.** The initial term of this Lease will be five (5) years (the "Initial Term") from the "Commencement Date" specified below and shall automatically renew for up to three (3) additional terms of five (5) years each (each a "Renewal Term", collectively with the Initial Term referred to hereinafter as the "Term") unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

**3. Rent.** The rent for the Initial Term of this Lease will be Two Thousand Six Hundred and No/100 Dollars (\$2,600.00) per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Initial Term or any Renewal Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Initial Term or Renewal Term and the denominator of which is

the total number of days in the full calendar month. Effective May 14, 2024, and each year thereafter the Rent will be increased by three (3%) percent. Each such year shall commence on the corresponding anniversary of the Commencement Date (as defined below). Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with applicable legal requirements.

Upon full execution of this Lease, Lessee shall pay Lessor a one-time signing bonus of Twenty Thousand and No/100 Dollars (\$20,000.00).

**4. Ingress and Egress.** Lessor hereby grants to Lessee easements (the "Easements") for ingress, egress, regress and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures and other improvements on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground electric, water, gas, sewer, telephone, telegraph, fiber, hand holes and vaults, data transmission, and power lines, in connection with its use of the Leased Space. The term of these Easements will commence on the Commencement Date and will continue until the last to occur of (i) expiration of the Initial Term or Renewal Term, or (ii) removal by Lessee of all of the Structures and any other of Lessee's improvements and property from the Leased Space after expiration of the Initial Term or Renewal Term. The location and configuration of the Easements will be agreed upon by the parties within ten (10) business days after Lessee's approval of the survey. The Easements shall be included in any recorded Memorandum (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, these Easements will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easements and this Lease shall be binding upon all subsequent owners, successors and assigns of the Premises.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described Easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the Easements, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

**5. Title and Quiet Possession.** Lessor represents and covenants that Lessor owns the Leased Space and the Premises (including the property that is subject to the Easements) in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

<u>Name of Lien holder</u>	<u>Type of Lien</u>
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Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the

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Site Name: Stoddard Road  
Site No.: SC00498-B  
Restated 2/2021

Leased Space, use or occupancy thereof, or the granting of the Easements in accordance with the terms and conditions of this Lease. Lessor represents and warrants to Lessee that Lessor has the full right, power and authority to enter into this Lease and that Lessee will have quiet and peaceful possession of the Leased Space and the Easements throughout the Term.

**6. Subordination, Non-disturbance and Attornment.**

(a) Subordination. Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in this Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under this Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessor, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating this Lease. If there shall be a non-monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating this Lease. This Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If this Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as this Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Lease. The foregoing is not

applicable to normal expirations of the term of this Lease. In the event Lessor gives Lessee any notice of default under the terms of this Lease, Lessor shall simultaneously give a copy of such notice to Lender at an address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

**7. Governmental Approvals and Compliance.** During the Term, Lessee will make reasonable efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures and other improvements (including any modification(s) to the tower, other improvements or Leased Space or the addition(s) of equipment or sublessees to the tower, other improvements or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor further agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures and other improvements. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures and other improvements on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

**8. Assignment and Subleasing.** Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar (\$1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

**9. Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: County of Greenville  
Attn: County Administrator  
301 University Ridge, Suite 2400

Greenville, SC 29601  
Phone # - ( ) \_\_\_\_\_

With a Copy to: Twin Chimneys Landfill  
Attn: Solid Waste Manager  
11075 Augusta Road  
Honea Path, SC 29654  
Phone # - ( ) \_\_\_\_\_

Rent Payable to: County of Greenville  
Attn: County Administrator  
301 University Ridge, Suite 200  
Greenville, SC 29601

To Lessee: SBA Towers X, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487-1307  
RE: SC00248-B / Stoddard Rd.  
Attn: Site Administration  
Phone # - (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

**10. Lessee Improvements.** Lessee has the right, at its sole discretion and expense, to make the improvements on the Leased Space as it may deem necessary or appropriate, including, but not limited to, any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures and other improvements. All of Lessee's improvements, including, but not limited to, the Structures and any other improvements, will remain the property of Lessee. The Structures and other improvements may be used for the transmission, reception and relay of communication signals and/or data, including, without limitation, radio frequency signals, and other related uses deemed appropriate by Lessee. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities.

Lessee shall not be required to replace any trees or other vegetation that were removed from the Leased Space, the Easements or the Premises during the construction, installation or maintenance of the Structures or any other improvements.

**11. Insurance. Lessor -** Lessor, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Premises, having limits not less than One Million Dollars (\$1,000,000) which will name Lessee as an additional insured party. On or before the Commencement Date, Lessor will give Lessee a certificate of insurance evidencing that such insurance is in effect and shall be issued by an insurance company authorized to do business in the state in which the Premises are located and shall provide thirty (30) days prior written notice to the Lessee of

any cancellation of such policy. Lessor shall deliver to Lessee a renewal certificate evidencing that such insurance is in effect within ten business days of Lessee's request for such insurance.

**Lessee -** Lessee, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and Lessee shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

**12. Operating Expenses.** Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space by Lessee and all activities conducted thereon by Lessee.

**13. Taxes.** Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures or Lessee's other improvements. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space and the Premises.

**14. Maintenance.** Lessee will maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the Premises surrounding the Leased Space in good condition and state of repair.

**15. Hold Harmless.** Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the willful misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God.

**16. Termination Rights.**

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures or other improvements on the Leased Space or any such permit is either revoked or not renewed; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally

enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue; (xi) the Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (rent will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Lessee economically or commercially; (xiii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any rent payable hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

**17. Exclusivity.** As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion.

**18. Binding on Successors.** The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

**19. Access to Leased Space/Premises.** Lessee shall have at all times during the Term the right of access to and from the Leased

Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks and heavy machinery (including the right to park such vehicles, trucks and machinery within the Easements and the Premises adjacent to the Leased Space and the Easements), for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

**20. Governing Law.** The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

**21. Entire Lease.** All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of this Lease.

**22. Survey and Testing.** Lessee will have the right during the Term of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures and other improvements. If Lessee, prior to completion of the Structures or other improvements determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures or other improvements, this Lease, upon written notice given to Lessor prior to completion of the Structures or other improvements will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by Section 11 above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

**23. Oil, Gas and Mineral Rights.** Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easements area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

**24. Hazardous Waste.**

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et

seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42 U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the Term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the Term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the Term of this Lease.

**25. Mechanic's and Landlord's Liens.** Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

**26. Headings.** The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe,

affect, modify or alter the meaning of the sections or subsections.

**27. Time of Essence.** Time is of the essence of Lessor's and Lessee's obligations under this Lease.

**28. Severability.** If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

**29. Real Estate Broker.** Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

**30. Further Assurances.** During the Term of this Lease, each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures or other improvements) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

**31. Right to Register or Record.** Lessee may request that Lessor execute a Memorandum of Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space and Easements, once complete, to the Memo and record same in the public records.

**32. Interpretation.** Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

**33. Condemnation.** Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi governmental authority or agency with the power of condemnation during the Term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Term of this Lease, Lessee shall have the option to either: (1) terminate this Lease;



or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

**34. Right of First Refusal.** If at any time during the term of the Lease, Lessor receives a bona fide written offer from any company or its affiliates (a) engaged in the business of owning, operating or maintaining wireless communications facilities, or (b) having any interest as a landlord, tenant or any other capacity in any wireless communications ground lease or easement (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent, the Site or the Property, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on the terms set forth in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected. Lessor may not assign the Rent or the Lease or any rights hereunder, or grant any interest in any portion of the Property, except in connection with conveyance of fee simple title to the Property, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. Any action taken by Lessor as part of a scheme or contrivance to circumvent the intent of this Section will cause the monthly Rent payable to Lessor or its successors or assigns to be reduced by fifty percent (50%) for all terms remaining under the Lease.

**35. Prevailing Party.** In the event that any dispute between the parties related to this Lease should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney's fees and expenses.

**36. Date of Lease.** The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

**COMMENCEMENT DATE: MAY 14, 2023**

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

**LESSOR: County of Greenville, a political subdivision of the State of South Carolina**

**LESSEE: SBA Sites, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Willis Meadows, Chairman  
Greenville County Council

By: \_\_\_\_\_  
Martin Aljovin  
Vice President, Asset Optimization

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph M. Kernell  
Greenville County Administrator

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**STATE OF SOUTH CAROLINA**

**STATE OF FLORIDA**

**COUNTY OF GREENVILLE**

**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2022, by Willis Meadows, Chairman, and Joseph M. Kernell, Administrator, of Greenville County, a municipal corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me by means of [] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Martin Aljovin, Vice President, Asset Optimization of SBA Sites, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

[NOTARY SEAL]

**EXHIBIT A**

**LEASED SPACE**

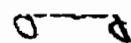
The Leased Space shall consist of 10,000 square feet of ground space along with easement rights for access to the Leased Space and parking by vehicle, trucks, heavy machinery or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

**PROJECT AREA LEGAL DESCRIPTION**

All that piece, parcel of land, being a portion of the property owned by Wake H. Myers, Jr. and Mary Jane Myers, as recorded in the County of Greenville, State of South Carolina in Deed Book 1260, Page 597 and Plat Book 6S, Page 57.

Beginning at a 1-1/4" Open Top found at the end of the first Deed Call, also being the start of the line designated as Reference on this drawing; running thence with a Tie Line S 62°02'57" E 294.97 feet to a New Number 5 Rebar the True Point of Beginning; thence S 76°01'00" E 100.00 feet to a new Number 5 Rebar; thence S 13°59'00" W 100.00 feet to a new Number 5 Rebar; thence N 76°01'00" W 100.00 feet to a new Number 5 Rebar; thence N 13°59'00" E 100.00 feet to the True Point of Beginning and containing 0.23 acre.

**ACCESS LEGAL DESCRIPTION**



**NOTE** 

Wake H. Myers, Jr. and Mary Jane Myers (LESSOR) GRANTS UNTO SBA, INC. (LESSEE) A NONEXCLUSIVE RIGHT OF USE OVER AND ACROSS LESSOR'S PROPERTY FOR NECESSARY AND/OR INCIDENTAL APPURTENANCES TO CONSTRUCT, OPERATE AND MAINTAIN A WIRELESS TELECOMMUNICATION FACILITY FOR ITEMS INCLUDING BUT NOT LIMITED TO INGRESS, EGRESS, EQUIPMENT, UTILITIES, GUY WIRES, PARKING AND VEHICULAR MANEUVERING.



## EXHIBIT B

### LEGAL DESCRIPTION OF THE PREMISES

ALL that certain piece, parcel or tract of land lying and being on the easterly side of Augusta Road (U.S. Hwy. 25), County of Greenville, State of South Carolina, containing 106.2 acres, more or less, and having, according to a plat entitled "Survey for J.E. Knight, Jr." dated August 19, 1978, prepared by James L. Strickland, Surveyor, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6-5 at Page 57 the following metes and bounds, to-wit:

*-M-(25) SPC. 1-1-5*  
BEGINNING at an iron pin on the easterly side of Augusta Road (U.S. Hwy. 25), said pin being located 117.6 feet in a southerly direction from the intersection of Augusta Road (U.S. Hwy. 25) and West Ridgeway Road and being the joint corner of property of the grantors herein and property now or formerly owned by Herman D. Cook and Anne M. Cook, and running thence with the common line of the grantors and property now or formerly owned by Herman D. Cook and Anne M. Cook S. 87-28 E. 928.7 feet to an iron pin at the joint corner of property of grantors and property now or formerly owned by Herman D. Cook and Anne M. Cook and Cox Woodland, Inc.; thence with the common line of grantors and property now or formerly owned by Cox Woodland, Inc. S. 34-01 E. 922.4 feet to an iron pin and stone near the center of a branch; thence with the center of branch as the line, the traverse line being S. 55-08 E. 442.9 feet to a point in the center of the branch; thence with the center of the branch the traverse line being S. 43-20 E. 494.4 feet to a point in the center of the branch; thence with the center of the branch the traverse line being S. 43-27 E. 113.2 feet to a point in the center of the branch; thence with the center of the branch the traverse line being S. 29-43 E. 927.5 feet to a point in the center of the branch; thence with the center of the branch the traverse line being S. 73-49 E. 483.8 feet to an iron pin and stone the joint corner of property of grantors and property now or formerly owned by Cox Woodland, Inc. and McCullough; thence with the common line of property of grantors and McCullough N. 75-01 W. 1,585.7 feet to an iron pin on the easterly side of Augusta Road (U.S. Hwy. 25); thence with the easterly side of Augusta Road (U.S. Hwy. 25) N. 0-19 E. 1,322.7 feet to an iron pin the point of beginning, less that portion of the above property conveyed by the grantors to Herman D. Cook and Anne M. Cook recorded in the RMC Office for Greenville County, S.C. in Deed Book 1125 at Page 226 on May 6, 1980.

This being a portion of the same property conveyed to the grantors by deed of Michael R. Fant in Deed Book 1125 at Page 223 on May 6, 1980 in the RMC Office for Greenville County, S.C., and by deed of Michael R. Fant and Beth Fant in Deed Book 1181 at Page 467 on October 6, 1978 in the RMC Office for Greenville County, S.C.

ALSO ALL that piece, parcel or strip of land situate, lying and being on the Southern side of West Ridgeway Road in the County of Greenville, State of South Carolina, and being a portion of property of the Grantors herein as shown on a plat entitled "Survey for J.E. Knight, Jr.", prepared by James L. Strickland, dated August, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-5 at Page 57, and having the following metes and bounds:

BEGINNING at an iron pin on the Southern side of West Ridgeway Road in the Northeastern corner of property of the Grantors herein, and running thence S. 6-44 W. 388 feet to an iron pin in the line of property of the Grantees herein; thence with the line of the Grantees herein N. 87-28 W. 11.96 feet to a point; thence on a new line through property of the Grantors herein N. 6-44 E. 388 feet, more or less, to a point on the Southern side of West Ridgeway Road; thence with the Southern side of West Ridgeway Road in a Northeastly direction 11 96 feet, more or less, to the point of beginning.

This being the same property conveyed to the grantors by deed of Herman D. Cook and Anne M. Cook in Deed Book 1125 at Page 223 on May 6, 1980 in the RMC Office for Greenville County, S.C.

This conveyance is made subject to any restrictions, zoning ordinances, rights-of-way, easements that may appear of record on the recorded plat or on the premises.

Prepared by: Denise Scherer  
After recording return to: Rita Drinkwater  
SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487  
Ph: 1-800-487-7483 ext. 7872

### **MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (herein "Memorandum") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **COUNTY OF GREENVILLE, SOUTH CAROLINA, a political subdivision of the State of South Carolina**, having an address of 301 University Ridge, Suite 2400, Greenville, SC 29601 (herein "Lessor") and **SBA SITES, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 (herein "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Land Lease dated \_\_\_\_\_, 2022, whereby, Lessor shall lease to Lessee the land described in **Exhibit "A"** attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Lease provides in part that Lessor leases to Lessee a portion of the real property located at 116 W. Ridgeway Road, Honea Path, SC 29654, consisting of approximately ten thousand (10,000) square feet of space with an additional three (3) base areas containing one

hundred twenty (120) square feet for guyed anchor points (“Leased Space”) within the property of or under the control of Lessor which is legally described in **Exhibit “A”** attached hereto and made a part hereof.

2. Lessee shall lease the Leased Space from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Lease, all upon the terms and conditions more particularly set forth in the Lease for a term of five (5) years, which term is subject to three (3) additional five (5) year renewal term periods.

3. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. **Right of First Refusal.** If at any time during the term of the Lease, Lessor receives a bona fide written offer from any company or its affiliates (a) engaged in the business of owning, operating or maintaining wireless communications facilities, or (b) having any interest as a landlord, tenant or any other capacity in any wireless communications ground lease or easement (the “Offer”) to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent, the Site or the Property, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on the terms set forth in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor’s notice and terms to exercise Lessee’s right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected. Lessor may not assign the Rent or the Lease or any rights hereunder, or grant any interest in any portion of the Property, except in connection with conveyance of fee simple title to the Property, without the prior written consent of Lessee, in Lessee’s sole and absolute discretion. Any action taken by Lessor as part of a scheme or contrivance to circumvent the intent of this Section will cause the monthly Rent payable to Lessor or its successors or assigns to be reduced by fifty percent (50%) for all terms remaining under the Lease.

5. **Exclusivity.** As part of Lessee’s right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Term of this Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee’s sole discretion.

6. **Assignment and Subleasing.** Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign the Rent or this Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the



prior written consent of Lessee, in Lessee's sole and absolute discretion. If Lessor enters into any arrangement to separate the equitable or financial benefit of this Lease, the Rent or any rights hereunder from the fee simple ownership of the Premises, the Rent shall be automatically reduced to One Dollar (\$1.00) per year. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

7. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of this Lease shall run with the land described in Exhibit "A".

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first above written.

**WITNESSES:**

**LESSOR:**

**COUNTY OF GREENVILLE, SOUTH CAROLINA, a municipal corporation**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Willis Meadows, Chairman  
Greenville County Council

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph M. Kernell  
Greenville County Administrator

**STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE**

\_\_\_\_\_, 2022

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Willis Meadows, Chairman, and Joseph M. Kernell, Administrator, of Greenville County, a municipal corporation, on behalf of the corporation.

(NOTARY SEAL)

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



**WITNESSES:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**LESSEE:**

**SBA Sites, LLC, a Delaware limited liability company**

By: \_\_\_\_\_

Martin Aljovin  
Vice President - Asset Optimization

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Martin Aljovin Vice President - Asset Optimization of SBA Sites, LLC, a Delaware limited liability company, who is personally known to me and did not take an oath.

(NOTARY SEAL)

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

Print Name: \_\_\_\_\_

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





**EXHIBIT "A"**  
**Legal Description**

ALL that certain piece, parcel or tract of land lying and being on the easterly side of Augusta Road (U.S. Hwy. 25), County of Greenville, State of South Carolina, containing 106.7 acres, more or less, and having, according to a plat entitled "Survey for J.E. Knight, Jr." dated August 19, 1978, prepared by James L. Strickland, Su. Vayor, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6-8 at Page 57 the following metes and bounds, to-wit:

-24-(25) SEC. 1-1-5

**BEGINNING** at an iron pin on the easterly side of Augusta Road (U.S. Hwy. 25), said pin being located 117.6 feet in a southerly direction from the intersection of Augusta Road (U.S. Hwy. 25) and West Ridgeway Road and being the joint corner of property of the grantors herein and property now or formerly owned by Herman D. Cook and Anne M. Cook, and running thence with the common line of the grantors and property now or formerly owned by Herman D. Cook and Anne M. Cook S. 87-38 E. 929.7 feet to an iron pin at the joint corner of property of grantors and property now or formerly owned by Herman D. Cook and Anne M. Cook and Cox Woodland, Inc.; thence with the common line of grantors and property now or formerly owned by Cox Woodland, Inc. S. 74-01 E. 922.4 feet to an iron pin and stone near the center of a branch; thence with the center of branch as the line, the traverse line being S. 35-06 E. 462.9 feet to a point in the center of the branch; thence with the center of the branch the traverse line being S. 43-20 E. 494.4 feet to a point in the center of the branch; thence with the center of the branch the traverse line being S. 41-27 E. 113.2 feet to a point in the center of the branch; thence with the center of the branch the traverse line being S. 29-45 E. 927.5 feet to a point in the center of the branch; thence with the center of the branch the traverse line being S. 72-49 E. 483.8 feet to an iron pin and stone the joint corner of property of grantors and property now or formerly owned by Cox Woodland, Inc. and McCullough; thence with the common line of property of grantors and McCullough N. 75-81 W. 1,985.7 feet to an iron pin on the easterly side of Augusta Road (U.S. Hwy. 25); thence with the easterly side of Augusta Road (U.S. Hwy. 25) N. 0-19 E. 1,322.7 feet to an iron pin the point of beginning, less that portion of the above property conveyed by the grantors to Herman D. Cook and Anne M. Cook recorded in the RMC Office for Greenville County, S.C. in Deed Book 1135 at Page 276 on May 6, 1980.

This being a portion of the same property conveyed to the grantors by deed of Michael R. Fant in Deed Book 1125 at Page 223 on May 6, 1980 in the RMC Office for Greenville County, S.C., and by deed of Michael R. Fant and Beth Fant in Deed Book 1181 at Page 467 on October 6, 1978 in the RMC Office for Greenville County, S.C.

**ALSO ALL** that piece, parcel or strip of land situate, lying and being on the Southern side of West Ridgeway Road in the County of Greenville, State of South Carolina, and being a portion of property of the Grantors herein as shown on a plat entitled "Survey for J.E. Knight, Jr.", prepared by James L. Strickland, dated August, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-5 at Page 57, and having the following metes and bounds:

**BEGINNING** at an iron pin on the Southern side of West Ridgeway Road in the Northeastern corner of property of the Grantors herein, and running thence S. 6-44 W. 188 feet to an iron pin in the line of property of the Grantees herein; thence with the line of the Grantees herein N. 87-28 W. 11.96 feet to a point; thence on a new line through property of the Grantors herein N. 6-44 E. 188 feet, more or less, to a point on the Southern side of West Ridgeway Road; thence with the Southern side of West Ridgeway Road in a Northeasterly direction 11.96 feet, more or less, to the point of beginning.

This being the same property conveyed to the grantors by deed of Herman D. Cook and Anne M. Cook in deed Book 1125 at Page 223 on May 6, 1980 in the RMC Office for Greenville County, S.C.

This conveyance is made subject to any restrictions, zoning ordinances, rights-of-way, easements that may appear of record on the recorded plat or on the premises.