

ORDINANCE NO. 2026-8

AN ORDINANCE FOR THE CITY OF FOREST ACRES, STATE OF SOUTH CAROLINA, APPROVING EXTENSION AND AMENDMENT OF A CELLULAR TOWER OPTION AND LEASE AGREEMENT WITH ALLTEL CORPORATION D/B/A VERIZON WIRELESS REGARDING RICHLAND COUNTY TAX MAP NO. R14005-02-08 (S/S GROGGY LANE)

WHEREAS, Section 2-102(a)(8) of the Code of Ordinances for the City of Forest Acres provides that City Council action authorizing the lease of any lands of the City shall be done by ordinance; and,

WHEREAS, the Mayor and City Council find that approving a proposal to extend and amend a cellular tower Option and Lease Agreement with Alltel Corporation d/b/a Verizon Wireless pertaining to City property identified as TMS No. R14005-02-08, known as S/S Groggy Lane, would be beneficial to the general welfare of the City;

NOW, THEREFORE, pursuant to the power vested in the Council of the City of Forest Acres by virtue of Section 5-7-30 of the Code of Laws of South Carolina, 1976, and to promote and preserve the general welfare, convenience, and order of the City:

BE IT ORDAINED BY THE CITY COUNCIL, City of Forest Acres:

Section 1. The proposed Fifth Amendment to Option and Lease Agreement attached as **Attachment A** is approved.

Section 2. The City Administrator is authorized to execute the attached Agreement on behalf of the City and to negotiate and execute such additional instruments as may reasonably be needed in connection with the same.

Section 3. Should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Effective date. The effective date of this ordinance shall be immediately upon its passage.

ORDAINED AND ADOPTED under the Corporate Seal of the City of Forest Acres, State of South Carolina, this 9th day of June, 2026.


MAYOR


COUNCILPERSON


COUNCILPERSON


COUNCILPERSON

COUNCILPERSON

ATTEST: , City Clerk

Approval of City Attorney as to Form: 

Person Requesting Ordinance: City Administrator

First Reading: May 12, 2026

Second Reading: June 9, 2026

ATTACHMENT A

(Fifth Amendment to Option and Lease Agreement)

THE FIFTH AMENDMENT TO OPTION AND LEASE AGREEMENT

This Fifth Amendment to Option and Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Forest Acres**, a South Carolina municipal entity ("**Landlord**") and **Alltel Corporation d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated October 11, 1994 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Fifty Five thousand and xx/100 Dollars (\$550,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before **May-August 8, 2026**; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on November 8, 1994 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on November 7, 2034. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of three (3) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless

ATC Site No: 419354

VZW Site No: 228098

Site Name: Forest Acres - 10018761 SC

Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease shall be **Thirty-four thousand seven hundred seventy-eight and 22/100 Dollars (\$34,778.22)** per year (the "**Rent**"). Commencing on November 8, 2026 and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Forest Acres**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses.
5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant

ATC Site No: 419354

VZW Site No: 228098

Site Name: Forest Acres - 10018761 SC

performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

6. **Notices.** The Parties acknowledge and agree that Section 7 of that certain Fourth Amendment to Option and Lease Agreement dated December 26, 2019 is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 5209 NORTH TRENTHOLM RD, FOREST ACRES, SC 29206; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
8. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: 419354
VZW Site No: 228098
Site Name: Forest Acres - 10018761 SC

LANDLORD:

City of Forest Acres,
a South Carolina municipal entity

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Alltel Corporation d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATC Site No: 419354
VZW Site No: 228098
Site Name: Forest Acres - 10018761 SC

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, CITY OF COLUMBIA, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON THE NORTHERN SIDE OF FOREST DRIVE AND ON THE EASTERN SIDE OF BELTLINE BOULEVARD, IN THE CITY OF FOREST ACRES, IN THE COUNTY OF RICHLAND, IN THE STATE OF SOUTH CAROLINA; THE BEING MORE PARTICULARLY SHOWN AND DELINEATED AS PARCEL "C-1," "D-1" AND "B-3" SUBDIVISION PLAT PREPARED FOR KAHN DEVELOPMENT COMPANY SOUTH BY COX AND DINKINS, INC., DATED NOVEMBER 3, 1999 AND REVISED MARCH 31, 2000, AND RECORDED SEPTEMBER 6, 2000 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY, SC IN RECORD BOOK D440 AT PAGE 1856 AND REPLATTED IN BOOK D698 AT PAGES 3919 AND 3928.

PARCEL ID#R14005-02-08

THIS ALSO BEING THE PORTION OF THE SUBJECT PROPERTY CONVEYED TO THE CITY OF FOREST ACRES BY ENERGY OIL COMPANY, INC. IN A DEED DATED MAY 14, 1982, RECORDED MAY 25, 1982 IN BOOK D610 PAGE 240.

THIS BEING THE PORTION OF THE SUBJECT PROPERTY CONVEYED TO THE CITY OF FOREST ACRES BY ENERGY OIL COMPANY, INC. IN A DEED DATED MAY 14, 1982, RECORDED MAY 25, 1982 IN BOOK D610 PAGE 243.

THIS ALSO BEING A PORTION OF THE SUBJECT PROPERTY CONVEYED TO THE CITY OF FOREST ACRES BY WAREHOUSES, INC. DATED AUGUST 8, 2000, RECORDED SEPTEMBER 2, 2000 IN BOOK R440 PAGE 2993.

THIS ALSO BEING A PORTION OF THE SUBJECT PROPERTY CONVEYED TO THE CITY OF FOREST ACRES BY WAREHOUSES, INC. IN A DEED DATED AUGUST 8, 2000 RECORDED SEPTEMBER 2, 2000 IN BOOK R440 PAGE 2998.

**Being situated in the County of Richland, State of South Carolina, and being known as
Richland County APN: 14005-02-08.**

ATC Site No: 419354
VZW Site No: 228098
Site Name: Forest Acres - 10018761 SC

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½-INCH REBAR FOUND ON THE WESTERLY RIGHT-OF-WAY LINE OF YATES CIRCLE (HAVING A 50-FOOT RIGHT-OF-WAY), SAID REBAR BEING THE NORTHEAST CORNER OF PARCEL "C-1" AS SHOWN ON SUBDIVISION PLAT PREPARED FOR KAHN DEVELOPMENT COMPANY SOUTH BY COX AND DINKINS, INC., DATED NOVEMBER 3, 1999 AND LAST REVISED MARCH 31, 2000, AND RECORDED SEPTEMBER 6, 2000 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND, SOUTH CAROLINA IN RECORD BOOK 440 PAGE 1856; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF YATES CIRCLE, 15.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 05°25'37" EAST, 15.00 FEET TO A POINT; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF YATES CIRCLE AND RUNNING, SOUTH 03°51'28" EAST, 47.04 FEET TO A ½-INCH REBAR FOUND; THENCE, SOUTH 85°55'01" WEST, 60.12 FEET TO A ½-INCH REBAR FOUND; THENCE, NORTH 04°11'53" WEST, 62.42 FEET TO A POINT; THENCE, NORTH 86°17'22" EAST, 60.08 FEET TO A ½-INCH REBAR FOUND ON THE WESTERLY RIGHT-OF-WAY LINE OF YATES CIRCLE AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.086 ACRES (3,744 SQUARE FEET), MORE OR LESS.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Robin Chu, Esq.

ATC Site No: 419354

ATC Site Name: Forest Acres - 10018761 SC

Assessor's Parcel No(s): R14005-02-08

Prior Recorded Lease Reference:

State of South Carolina

County of Richland

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Forest Acres**, a South Carolina municipal entity ("**Landlord**") and **Alltel Corporation d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated October 11, 1994 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 7, 2049. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such

ATC Site No: 419354

VZW Site No: 228098

Site Name: Forest Acres - 10018761 SC

replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 5209 NORTH TRENTHOLM RD, FOREST ACRES, SC 29206; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Forest Acres,
a South Carolina municipal entity

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Alltel Corporation d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 419354
VZW Site No: 228098
Site Name: Forest Acres - 10018761 SC

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RICHLAND, CITY OF COLUMBIA, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON THE NORTHERN SIDE OF FOREST DRIVE AND ON THE EASTERN SIDE OF BELTLINE BOULEVARD, IN THE CITY OF FOREST ACRES, IN THE COUNTY OF RICHLAND, IN THE STATE OF SOUTH CAROLINA; THE BEING MORE PARTICULARLY SHOWN AND DELINEATED AS PARCEL "C-1," "D-1" AND "B-3" SUBDIVISION PLAT PREPARED FOR KAHN DEVELOPMENT COMPANY SOUTH BY COX AND DINKINS, INC., DATED NOVEMBER 3, 1999 AND REVISED MARCH 31, 2000, AND RECORDED SEPTEMBER 6, 2000 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY, SC IN RECORD BOOK D440 AT PAGE 1856 AND REPLATTED IN BOOK D698 AT PAGES 3919 AND 3928.

PARCEL ID#R14005-02-08

THIS ALSO BEING THE PORTION OF THE SUBJECT PROPERTY CONVEYED TO THE CITY OF FOREST ACRES BY ENERGY OIL COMPANY, INC. IN A DEED DATED MAY 14, 1982, RECORDED MAY 25, 1982 IN BOOK D610 PAGE 240.

THIS BEING THE PORTION OF THE SUBJECT PROPERTY CONVEYED TO THE CITY OF FOREST ACRES BY ENERGY OIL COMPANY, INC. IN A DEED DATED MAY 14, 1982, RECORDED MAY 25, 1982 IN BOOK D610 PAGE 243.

THIS ALSO BEING A PORTION OF THE SUBJECT PROPERTY CONVEYED TO THE CITY OF FOREST ACRES BY WAREHOUSES, INC. DATED AUGUST 8, 2000, RECORDED SEPTEMBER 2, 2000 IN BOOK R440 PAGE 2993.

THIS ALSO BEING A PORTION OF THE SUBJECT PROPERTY CONVEYED TO THE CITY OF FOREST ACRES BY WAREHOUSES, INC. IN A DEED DATED AUGUST 8, 2000 RECORDED SEPTEMBER 2, 2000 IN BOOK R440 PAGE 2998.

**Being situated in the County of Richland, State of South Carolina, and being known as
Richland County APN: 14005-02-08.**

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½-INCH REBAR FOUND ON THE WESTERLY RIGHT-OF-WAY LINE OF YATES CIRCLE (HAVING A 50-FOOT RIGHT-OF-WAY), SAID REBAR BEING THE NORTHEAST CORNER OF PARCEL "C-1" AS SHOWN ON SUBDIVISION PLAT PREPARED FOR KAHN DEVELOPMENT COMPANY SOUTH BY COX AND DINKINS, INC., DATED NOVEMBER 3, 1999 AND LAST REVISED MARCH 31, 2000, AND RECORDED SEPTEMBER 6, 2000 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND, SOUTH CAROLINA IN RECORD BOOK 440 PAGE 1856; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF YATES CIRCLE, 15.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND BEING SCRIBED BY A CHORD BEARING, SOUTH 05°25'37" EAST, 15.00 FEET TO A POINT; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF YATES CIRCLE AND RUNNING, SOUTH 03°51'28" EAST, 47.04 FEET TO A ½-INCH REBAR FOUND; THENCE, SOUTH 85°55'01" WEST, 60.12 FEET TO A ½-INCH REBAR FOUND; THENCE, NORTH 04°11'53" WEST, 62.42 FEET TO A POINT; THENCE, NORTH 86°17'22" EAST, 60.08 FEET TO A ½-INCH REBAR FOUND ON THE WESTERLY RIGHT-OF-WAY LINE OF YATES CIRCLE AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.086 ACRES (3,744 SQUARE FEET), MORE OR LESS.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.