

229770

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REV. 0101871

LEASE

LEASE made this 25 day of Jan., 1972, by and between Alender M. Hughes Jr. and Elizabeth B. Hughes, his wife residing at 210 Jones Ave., Simonsville, S.C. 29681, (hereinafter called "Landlord") and MCI Mid Atlantic Communications, Inc. a Delaware corporation having an office at 1900 L. Street, N.W., Washington, D.C. 20036, (hereinafter called "Tenant").

1. Landlord hereby leases, demises and lets unto Tenant, and Tenant hereby hires from Landlord, for all purposes which Tenant may desire, the parcel of land (hereinafter called the "Premises") measuring approximately 60 feet by 60 feet shown on the plan annexed hereto as Exhibit A:

TOGETHER with a right of way and easement TEN feet in width on, under and through the lands of Landlord, extending FROM the Premises to the nearest public road, as shown on the plan annexed hereto as Exhibit A, for the following purposes: construction, maintaining and repairing an all weather gravel roadway with all required slope and drainage easements and necessary appurtenances for unrestricted ingress to and egress from the Premises for all purposes, parking, and the installation of poles, wires, pipes, cables, conduits, and related appurtenances for communications purposes and for electricity, water and gas.

TOGETHER with (a) easements for utilities over the lands of Landlord as may be required by Tenant, and (b) the right to run guy wires from a tower to be constructed on the Premises on, over and across the lands of Landlord to the points shown on the plan annexed hereto as Exhibit A, each measuring approximately 6 feet by 27 feet with the right to install concrete anchors at such points to secure such guy wires. Not withstanding the forgoing, Landlord understands that said points have been established on the basis of the tower height shown on Exhibit A and Landlord hereby grants Tenant the right to relocate the same to the extent that the tower height shall be increased or decreased.

All of the foregoing lying within the property described in Exhibit B annexed hereto.

2. This lease shall be for a term of 5 years and shall commence on a date which is the earlier of (a) the date on which Tenant actually starts construction on the Premises, or (b) ~~one year~~ ^{6 months - AMH g.} from the date hereof.

3. Tenant shall pay Landlord an annual rental of ~~\$200.00~~ ^{1000.00 - AMH g.} payable in equal monthly installments, in advance, on the first day of each and every month during the term hereof, commencing on the commencement date of the Lease. In the event the commencement date is not the first day of the month, the rent for said month shall be apportioned.

4. Tenant shall have the option to renew and extend the term of this Lease upon the same terms and conditions for 3 successive periods of 5 years each. Tenant shall exercise any one or more of said options by giving written notice of such election to Landlord at any time.

5. Tenant shall have the right to fence the Premises and each of the guy anchor locations but Tenant agrees not to fence the right of way. Tenant may enter upon the Premises and adjacent lands of Landlord from and after the date of execution of this Lease by Landlord for the purpose of making surveys and conducting soils, engineering and other tests and may cut or trim the trees on the Premises and any adjacent lands of Landlord in connection therewith. Tenant shall have the right to clear and thereafter to keep clear the Premises, the right of way, guy anchor locations and any utility easement areas, of trees, bushes, rocks and crops and to install upon any adjacent lands of Landlord temporary anchors and guys in connection with the construction of the tower on the premises. If the construction or maintenance of the tower results in damage to any adjacent lands of Landlord (other than as set forth herein) Tenant shall pay Landlord for such damage.

For Plat see Deed Book 975 Pages 113 and 114