Lease No.: DOTFA83SO-13335
Outer Marker
Greer, SC

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line ~~or poles~~ for extending electric power, ~~and telecommunications facilities to the premises~~ and right-of-way for subsurface power, ~~communication and water lines~~ to the premises; ~~all rights of way to be over the said lands and adjoining lands of the lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government~~.

b. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities.

c. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; *PROVIDED*, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30 day of Sept 19 84 ; *AND PROVIDED FURTHER*, that adequate appropriations are available from year to year for the payment of rentals.

3. The Government shall pay the Lessor rental for the premises in the amount of TWO HUNDRED AND no/100 DOLLARS (200.00)

for the term set forth in Article I above, and TWO HUNDRED AND no/100 DOLLARS (200.00)

per year for each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each fiscal year without the submission of invoices or vouchers.

4. The Government may terminate this lease, in whole or in part, at any time by giving at least 30 days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

~~5. The Government shall not be liable for any damages to the premises caused by the operation of this lease. If the Government shall be prevented from the use and occupancy of the premises, or any portion thereof, by the act of the Government in its sovereign capacity, or by any other cause beyond the control of the Government, in accordance with the terms of this lease, then the rental shall be abated during such period of time as the Government shall be so prevented from the use and occupancy of the premises, or portion thereof, and the term of this lease may be extended by a period equal to the period of such prevention, or such shorter period as may be agreed upon by the parties hereto, or, at the option of the Government, the term of this lease may be terminated upon ten days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Should the premises be rendered untenable by a fire or other casualty, the Government may, at its option, repair the premises within a reasonable time, and the rental shall be abated during such period of time as the premises are untenable, or the Government may terminate this lease upon ten days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Failure to exercise the option of termination provided for herein shall not be construed as a waiver of any other right or remedy of the Government under this lease or under any other agreement hereto or under the law, or as a waiver of any subsequent breach of any of the terms, conditions, or covenants