

AGREEMENT

WHEREAS, The State of South Carolina is the owner of a certain parcel or lot of land situated in the City of Columbia, County of Richland, known as 1429 Senate Street with certain improvements thereon commonly known as the Rutledge Building; and

WHEREAS, WIS, LLC is the owner of the property adjoining said State property to the north, known as 111 Bull Street and 1410-1412 Gervais Street, and said WIS, LLC desires to continue the use of a right of ingress and egress over and upon an existing way or alleyway owned by the State of South Carolina on the northern border of said State property; and

WHEREAS, by Agreement with the State since 1973, WIS, LLC has been granted the non-exclusive right to ingress and egress over the existing alleyway and wishes to continue to utilize the access,

NOW, THEREFORE, The State of South Carolina Budget and Control Board, General Services Division, does hereby grant a certain limited right of ingress and egress to WIS, LLC and WIS, LLC does hereby accept such limited right of ingress and egress upon the following terms and conditions:

1. That said WIS, LLC shall have the non-exclusive right of use of that certain alleyway or way for vehicular traffic which lies along the northern boundary of property owned by the State of South Carolina known as 1429 Senate Street, running westwardly from Bull Street across said State property.

2. That such right to use of said alleyway for ingress and egress is granted for a term of ten (10) years, from October 24, 2013 until midnight October 23, 2023, in the annual amount of \$1,700.00 for the first two years, \$1,800.00 for the next three years, \$1,900.00 for the next three years and \$2,000.00 for the final two years, to be paid in advance annually.

3. Notwithstanding any other provision of this Agreement, the State shall have the right to terminate this Agreement upon giving WIS, LLC one hundred eighty (180) days written notice of its termination, and the annual payment for that year shall be pro-rated,

4. That the rights of ingress and egress over and through such way or alleyway is extended and inures to and only to WIS, LLC, its employees and associates and those persons or firms lawfully doing business with said WIS, LLC, such rights of ingress and egress being restricted in nature as to general public and private use.

5. That upon request in writing by the Budget and Control Board or its designated agent, WIS, LLC shall erect or construct whatever signs, curbing or other improvements on or near the said alleyway which shall be reasonably necessary for the protection of State property from unreasonable encroachment, the costs of such improvements to be, borne by WIS, LLC.

6. That WIS, LLC shall make no modifications, alterations or improvements to said State property without the written permission of the State, and when such permission is given, such modifications, alterations or improvements shall become the property of the state.

7. That WIS, LLC or any person, firm or entity using such way or alleyway for the purposes herein granted shall not barricade, obstruct, or otherwise prevent free and open passage to any other person, firm, or corporation having a lawful right to unobstructed ingress and egress over and through

10/24/13 - 10/23/15 = 3000
10/24/15 - 10/23/17 = 3600
10/24/17 - 10/23/21 = 3900
10/24/21 - 10/23/2023 = 4000

such alleyway.

8. That this agreement and the rights granted herein shall not be assigned or in any manner transferred without the written permission of the State Budget and Control Board, General Services Division.

9. That this agreement is intended to give only a limited right of ingress and egress for vehicular traffic and related activities, and no other rights of a prescriptive, adverse or any other nature shall attach to said property,

10. That all agreements, representations, and contracts heretofore made by the parties hereto or their respective agents or representatives shall be deemed to have merged into and are superseded by this agreement.

11. Signatures transmitted by fax, e-mail or other comparable electronic means will be deemed, and will have the same legal force and effect as, an original

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed 14 day of Nov ~~September~~, 2013.
October

Witness:

Scott Capell
Hugh Burt

The State of South Carolina
Budget and Control Board
General Services Division

By: [Signature]

Name: NOLAN WIGGINS

Title: DIRECTOR

Witness:

Meagan Cauthers
John Hallahan

WIS, LLC

By: [Signature]

Name: Sonita Todd

Title: VP/General Manager