

File 13.256

LEASE AGREEMENT

034-303

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THIS AGREEMENT made this 4th day of December 1962, between W.R. Whitmire, W.D. Whitmire, W.E. Whitmire, I.E. Whitmire and Sarah W. Williams, individually and as all of the Heirs-at-Law of the Estate of Grace M. Whitmire, deceased., hereinafter referred

to as Lessor (whether one or more), and THE PURE OIL COMPANY, an Ohio corporation, hereinafter referred to as Lessee,

WITNESSETH:

1. Lessor hereby leases and lets unto Lessee that certain tract or parcel of land situated ^{near} ~~in~~ the City of Greenville, County of Greenville, and State of South Carolina described as follows:

BEGINNING at a concrete monument on the right of way of S.C. Hwy. #250, said monument being 50 feet S. 21-52 E. from the intersection of the right of way of S.C. Hwy. #250 and I-85; thence N. 37-20 E. 51 feet to a concrete monument on the right of way of I-85; thence along the right of way of I-85 S. 83-05 E. 142.3 feet to a concrete monument on the right of way of I-85; thence S. 8-47 E. 150 feet to an iron pin; thence S. 84-07 W. 142 to an iron pin on the right of way of S.C. #250; thence along the right of way of S. C. Hwy. #250 N. 21-52 W. 150 feet to a concrete monument and the BEGINNING corner.



together with all appurtenances thereto belonging or in anywise appertaining, and all rights, title and interest of Lessor in and to any and all roads, streets, alleys and ways bounding said premises.

2. To have and to hold the same unto the Lessee for a period of Twenty (20) years commencing on the First (1st) day of April, 19 62, and ending on the Thirty-first (31st) day of March, 19 82, hereinafter referred to as the original term.

Lessee is hereby granted the option of extending this lease for an additional period of Five (5) years commencing on the First (1st) day of April, 19 82, and ending on the Thirty-first (31st) day of March, 19 87, under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the original term.

Handwritten initials:
A.W.
W.D.W.
J.E.W.
A.W.W.

~~Lessee is hereby granted the further option of extending this lease for an additional period of _____ () years commencing on the _____ () day of _____, 19____, and ending on the _____ () day of _____, 19____, under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the first extended term.~~

3. Lessee agrees to pay as rent for said premises:

The sum of One Hundred-Seventy-five (\$175.00) Dollars per month, payable monthly in advance on or before the first day of each calendar month.

Rental may be paid by check or draft of Lessee, mailed or delivered to Lessor on or before the due date.

4. Lessee is hereby granted the right to raze and remove any or all buildings and improvements of every character upon the demised premises, and to retain all salvage materials and supplies therefrom for Lessee's own account, without any cost or liability therefor; and to place such improvements, additions and equipment on the demised premises as in Lessee's sole judgment may be desirable for maintaining and conducting a service station for the sale of petroleum products, automobile accessories and service and/or other business thereon, including (but not by way of limitation) erection and/or alterations of buildings, construction of concrete or other drives, installation of underground storage tanks and dispensing equipment, lighting facilities, hydraulic or other lifts, advertising signs and structures, and sundry equipment and facilities.

EXHIBIT

034-303

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