

LEASE (Fixed Rental)

This Agreement, made this 20th day of June in the year 1930, by and between W. Green Ashmore, hereinafter called Lessor, which expression shall include personal representatives, heirs, successors or assigns, as the case may be, where the context so requires or admits, and Standard Oil Company of New Jersey, a corporation of the State of Delaware, hereinafter called Lessee, which expression shall include its successors and assigns where the context so requires or admits.

Witnesseth; Lessor does hereby demise and lease unto Lessee all that lot, piece, or parcel of land situate in the Town of Greenville, County of Greenville, State of South Carolina described as follows: That is to say,

One lot of land situated in the above County and State beginning at the intersection of Airport Road and U. S. Highway # 76, State Highway # 2, running 70 feet east on Airport Road and 70 feet north on Highway, thence in a westerly direction 50 feet.

together with the buildings, improvements and equipment thereon or connected therewith, all of which are listed in the Schedule hereto attached, and marked Schedule "A".

To hold the premises hereby demised unto Lessee for the term of 1 years, beginning on the First day of July, 1930, and ending on the Thirtieth, day of June 1931, Lessee paying therefor the annual rent of Three hundred and 00/100 Dollars, in equal monthly installments of Twenty five and 00/100 Dollars; on the first day of every month in advance.

The above letting is on the following terms, conditions and covenants, to wit:

1. Lessee shall pay the specified rent at the times and in the manner provided.  
2. The said premises may be used as a gasoline filling and automobile service station, including the storage and sale of gasoline and other petroleum products, and all automobile supplies and accessories.

3. Lessor agrees to pay all taxes, assessments, other charges that may be levied against said premises, and Lessee agrees to pay all bills and charges for light, power, heat and water incurred by lessee, or its employees, or sub-lessees at said premises. Should Lessor fail to pay any such taxes, assessments or other charges, when due and payable, Lessee shall have the right to pay the same, and to charge the same to Lessor, and Lessee may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

4. If and in the event the duly authorized authorities of the town, county, or other sub-division of the State, now in existence or hereafter created, in which said premises are located, shall refuse to grant, or having granted, shall rescind any permit necessary for Lessee to store and sell at said premises gasoline and other petroleum products, or to use the premises for the sale of such products, or shall pass a law or issue an order which shall in the judgment of Lessee necessitate the removal of the tanks of other appliances owned, placed or used on the premises by Lessee in the conduct of its business, or imposing such restrictions upon the conduct of its business as shall in its judgment necessitate the discontinuance of its business on the premises, then and in either of such events, this lease shall at the option of Lessee become null and void and all obligation to pay the rental hereunder shall cease and determine.

5. Lessee is hereby given the right to move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and to construct, build, and place upon said premises such buildings, structures, equipment and machinery as shall in its opinion be necessary to use and operate said premises. Lessee is hereby given the further right to paint said buildings, structures, tanks and equipment in any colors it shall select and to paint thereon such of its trademarks and other signs, devices and advertisements as it shall elect.

6. Upon the expiration or termination of this lease for any cause Lessee is to return the property herein described to Lessor and Lessee shall restore said premises to the condition existing on the date hereof ordinary wear and tear excepted, provided, however, Lessee shall not be required to replace or relocate any buildings, structures, tanks or machinery removed or relocated with the express consent of Lessor. Lessee shall have the right to remove from said premises all buildings, structures, pumps, tanks, machinery and equipment placed thereon by Lessee.

7. In case the premises are rendered unfit for occupancy by fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness for occupancy until the property is put in tenable condition, and Lessee is able to and does occupy said premises for the purposes herein described. Lessor agrees to immediately replace, repair or reconstruct any buildings, structures, or equipment on the premises in the event that they are rendered unfit for occupancy or to reconstruct or replace said buildings, structures or equipment with buildings, structures and equipment of like value and like character and construction. Should Lessor fail or refuse to immediately commence and proceed expeditiously to repair or reconstruct the premises, Lessee has the right at its option to repair or reconstruct the same, and in that event Lessee shall have a lien upon said premises for the amount expended therefor, and is hereby authorized to withhold all rents as they accrue until it shall be reimbursed for said expenditure, or Lessee shall have the right and option to cancel this lease without further liability.