

STATE OF SOUTH CAROLINA : :  
 COUNTY OF GREENVILLE : : LEASE AND RENTAL CONTRACT

This lease and rental contract entered into this the 30th day August, 1954, between Annie E. Roe, Elizabeth R. Lovell and Mary Frances Roe, parties of the first part and hereinafter referred to as Lessors, and Rowell B. Taylor and Douglas C. Taylor doing business as R.B. Taylor & Son, parties of the second part and hereinafter referred to as Lessees, as follows, to wit:

The Lessors herein, for and in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the rentals to be paid them as hereinafter set forth, hereby rents and leases unto the said Lessees the following described real property:

All that certain parcel or tract of land containing Twenty-eight (28) Acres, more or less, situated on the west side of State Highway No. 101 near the Oneal school house, in Oneal Township, Greenville County, State of South Carolina, and being the remainder of the tract conveyed to Annie E. Roe by deed of J.T. Groce by deed recorded in Deed Book 10, page 512, R.M.C. Office for Greenville County, EXCEPTING, however, approximately two acres and the dwelling house on the northeast corner of the tract situated across the highway from the school house, the same not being included in the lease. This is further known as the orchard tract and ponds.

The Lessors herein lease the said property to the Lessees for a period of Twenty (20) Years, beginning January 1, 1955, and ending December 31, 1974, with the rights hereunder vesting in the survivor should either of the Lessees die before the expiration of the lease period, unto them or their assigns and/or the heirs or assigns of the survivor. The Lessees shall have the right of possession at any time after this date upon the vacancy of the present tenant.

It is further agreed that the rentals for the property herein leased is the sum of One Hundred and Fifty (\$150.00) Dollars annually, the same to be paid the Lessors, or their heirs or assigns, on November 15th of each year, beginning November 15, 1955, and ending November 15, 1974, all of which the Lessees agree to pay.

It is also agreed that the primary purpose for the lease is to permit the Lessees to grow and sell ball and burlap nursery stock according to the custom of the trade, or any other produce, and in order to prepare the land for that purpose the Lessees shall have the right to remove all peach trees therefrom, to re-terrace the same, and also to clean up the woodland according to good forest practices by removing the underbrush and scrub bushes, and to clear that portion where the timber has previously been removed, in order that nursery stock may be planted over that area.

It is further agreed, that the Lessees shall have the right to build upon the premises a tenant house, a shed or other necessary outbuildings, including any required fences, all of which they shall have the right to remove from the premises, along with all nursery stock, upon expiration of the lease period.

It is further agreed that the Lessees shall have the right to build or re-build the ponds on the premises, to use water therefrom