

STATE OF SOUTH CAROLINA 1.50 MAY 5 1965 X X

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BOOK 772 PAGE 463

COUNTY OF Greenville 30744

LEASE OF WAREHOUSE PROPERTY

WHEREAS, under the laws of the State of South Carolina, creating a Department of Agriculture, administered by a Commissioner of Agriculture, with the power of leasing warehouses for operation by the Department under such provisions as will be seen by reference to such laws.

1. That Smith E. Hendricks hereinafter called Lessor, for the consideration of operating the said premises described herein, as a South Carolina State Warehouse, does hereby rent and lease unto the Commissioner of Agriculture, of the State of South Carolina, his successors in office, such being hereinafter called the Commissioner, upon the terms hereinafter set forth,

ALL that certain lot of land, with the improvements thereon, situate in the City of 203 Sulphur Springs Road (Berea), Greenville, S. C., County of Greenville, South Carolina, described as follows:

- Bounded on north by Sulphur Springs Road
- Bounded on south by Greenville & Northern Railroad property
- Bounded on west by Greenville & Northern Railroad property
- Bounded on east by Associated Grocers Inc. of S. C.

ALSO: all hand trucks, scales manually or motor operated, loading equipment, furniture, fixtures, now being used in the operation of the said warehouse.

2. The term of this Lease shall commence on the 26 day of April and shall continue for a period of one year and thereafter for so long as the Commissioner shall operate and use the premises for warehouse purposes in the State Warehouse System.

3. The Lessor shall pay all (a) storage charges due the State of South Carolina and its agencies, (b) insurance premiums on all insurance covering items stored in the warehouse, (c) the salaries and wages of the manager and employees engaged in operating the warehouse, (d) all bond premiums on the bonds of managers and employees, (e) all other charges and expenses incurred in the operation of the warehouse. After payment of said items the Commissioner agrees to pay to the Lessor, or Assigns, as rent, all other income derived from the operation of a State Warehouse on the premises. Notwithstanding any of the foregoing, it is understood and agreed that the Lessee shall appoint and employ a manager to operate the warehouse, as well as any other employees necessary for its operation, with the right to change, remove or discharge the manager or any employee at the pleasure of Lessee. The Lessee shall not be liable for any salaries or wages of any manager or employee except from and as funds sufficient therefor are realized out of the gross proceeds of the operation of the warehouse.

4. It is further agreed that if at any time the Lessee becomes dissatisfied with the operation of the warehouse, Lessee may directly take over its operation, place it in charge of an employee or employees of the Department, charging the salaries of such employees and other costs of operation against the gross proceeds of the operation.

5. The Lessor agrees to procure and keep in force such insurance upon the buildings, personal property, and improvements, owned by Lessor, covered hereby as he deems advisable and to pay all taxes on the property, all at his own expense.

6. The Commissioner agrees to require a suitable surety bond guaranteeing the faithful performance of the duties of the manager and the proper receipt and delivery of all items and materials stored in the warehouse, as provided by law.

7. Possession of the premises hereinabove described, shall be delivered to the Commissioner on or before the 26 day of April, 1965.

Witness our hands and seals, this the 26 day of April A. D., 1965.

Witnesses as to Lessor:

M. P. Brannon
Mrs. Ruby Vaughn

Hendricka Conning Co. (Seal)
Smith E. Hendricks (Owner)
Lessor

Witnesses as to the Commissioner:

Janice Crossland
Hannette M. Boyd

William J. Hanelson
Commissioner of Agriculture, State of South Carolina

I CONSENT TO THIS LEASE
James F. Howard Jr.
James F. Howard, Jr.

1M Sets 9-60 Form 10 (Rev.)