

TITLE TO REAL ESTATE

L E A S E

This Agreement, made this 17th day of February, 1942, by and between Sue T. Cleveland, (City), Piedmont, (County) Greenville, (State) South Carolina, hereinafter designated as Lessors and the Tobin Quarries, Inc., 220 West 39th Street, Kansas City, Missouri, hereinafter designated as Lessee.

WITNESSETH:

Lessors hereby give and grant to Lessee the exclusive right to remove, quarry and remove rock on the following described real estate owned by Lessors in Greenville County, Grove Twp. Bounded on N. by Piedmont-Bessie Road, on the W. by J. M. Watson property, Tindal Estate, and others, on the S. by the Presley, & McMahan properties, and on the E. by Ayers, Owens, Charles, & Gower properties.

Containing 520 acres more or less, this lease to run for 3 months, beginning February 17, 1942 and ending May, 17, 1942, lessee shall have the right to renew this lease for 2 years upon giving lessors thirty days written notice before the expiration of this lease.

Lessee shall have the privilege of installing and operating crusher on the leased premises and be allowed to deposit waste dirt where most convenient for him.

All stone to be removed to be in accordance with the U. S. Government specifications and subject to U. S. Government Representatives.

It is agreed that lessee shall pay to lessor as royalty the sum of .05 cents per cubic yard for stone and spalls removed, measurements to be governed by the United States Corps of Engineers, their inspectors or authorized agents, measurements of such stone as may be removed and allowed by said inspectors; payment of said royalty shall be made monthly, on or before the 20th day of each month, when payment of royalty for the amount of rock quarried during the previous calendar month shall be made by lessee to lessor.

A payment of \$25.00 by the lessee to the lessors to be applied as advanced royalty is hereby acknowledged by the lessors.

Lessee shall have the right to remove all improvements erected thereon by him, and all machinery and equipment placed thereon by him.

Lessor shall not be liable in any way for acts or operations of the lessee.

IN WITNESS WHEREOF: the parties have subscribed their names to duplicate copies hereof both originals, on the day and year above mentioned.

Witnesses:

R. D. Nesbitt

Sue T. Cleveland
Lessors

S. D. Trowbridge

Tobin Quarries, Inc.
Lessee

By Thomas P. Barnes

Subscribed and sworn to before me a Notary Public this 17th day of February, 1942.

R. D. Nesbitt

Notary Public

My Commission Expires at the Pleasure of the Gov.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me S. D. Trowbridge and made oath that he saw the within named Mrs. Sue T. Cleveland sign, seal and as his her their act and deed, deliver the within instrument, and that he with R. D. Nesbitt witnessed the execution thereof.

Sworn to before me this
19th day of February A. D., 1941.

S. D. Trowbridge

R. D. Nesbitt

Notary Public, S. C.

(SEAL)  S. C. Stamps 4¢

Lease recorded this 19th day of February, 1942, at 2:25 P. M. #2266. BY: C. L.