

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT.

THIS AGREEMENT is made and entered into this 20th day of May, 1946, between H. N. McCollum of Greenville County, State of South Carolina and J. V. Robinson of the City of Greenville, State and County aforesaid, WITNESSETH:-

WHEREAS, the said H. N. McCollum is the owner of a mercantile building located on a certain tract of land in the Northwestern corner of the Anderson Road and the White Horse Road in the County of Greenville, State of South Carolina and located about four miles from the City of Greenville and the said H. N. McCollum is now operating a general mercantile business in the store building on said premises.

WHEREAS, the said J. V. Robinson is a dealer in wholesale petroleum products in the City of Greenville, State and County aforesaid.

WHEREAS, the said J. V. Robinson herein agrees to pave, at his own expense, a certain strip of the land owned by the said H. N. McCollum, said paving strip being between the White Horse and Anderson Roads, taking in that corner in front of the said store building owned by the said H. N. McCollum, and has installed, at his own expense, certain tanks, pumps and other equipment to be used in storing and dispensing petroleum products.

WHEREAS, it is the purpose and intention of the said H. N. McCollum to handle and sell at retail prices the petroleum products of J. V. Robinson, exclusively, and it is the purpose and intention of J. V. Robinson to sell his petroleum products to H. N. McCollum on the terms and conditions as hereinafter agreed upon.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

(1) H. N. McCollum agrees to let the above described paving strip remain on the premises for the duration of this agreement and to allow J. V. Robinson, or his agents, to install and maintain the necessary tanks, pumps and other equipment to be used in the storage and retail sale of petroleum products on the above described premises.

(2) H. N. McCollum agrees, for the duration of this agreement, to purchase all gas, kerosene and other petroleum products sold on the above described premises from the said J. V. Robinson, at the prevailing tank wagon prices, delivered on the premises.

(3) For the duration of this agreement, J. V. Robinson agrees to furnish and deliver to the said H. N. McCollum, on the above described premises, at prevailing tank wagon prices, all of the gas, kerosene and petroleum products to be sold at retail prices at the above described location. And J. V. Robinson further agrees to pave, at his own expense, a strip of the above described premises in front of the store building now owned and operated by H. N. McCollum, said strip to be paved being approximately 150 feet long and varying in depth from points at the ends to approximately 38 feet in the center.

(4) For the duration of this agreement, J. V. Robinson agrees to install and maintain in good working order the necessary tanks, pumps and other equipment for the storage and retail sale of all of the petroleum products sold by the said J. V. Robinson to the said H. N. McCollum, but all tanks, pumps and other petroleum equipment so installed shall forever remain the property of the said J. V. Robinson.

(5) It is mutually agreed by the parties hereto that the death of the said H. N. McCollum or the bona fide sale of the above described real property shall terminate this agreement ipso facto as of that date; otherwise to remain in full force and effect for a period of ten (10) years from the date of this agreement.

(6) It is further agreed by the parties hereto that at the termination of this agreement, as above provided, the said J. V. Robinson shall have the right to enter in upon the above described premises and to remove any and all pumps, tanks and other equipment furnished and installed by the said J. V. Robinson during the term of this agreement.

For Hainey, See H. C. M. Books 367, Page 51