

*Consolidated
Francis & Lumberley
1964*

AUG 7 1964
4357

BOOK 755 PAGE 05
FILED
AUG 7 1964
Mrs. Ollie Farnsworth
R. M. C.

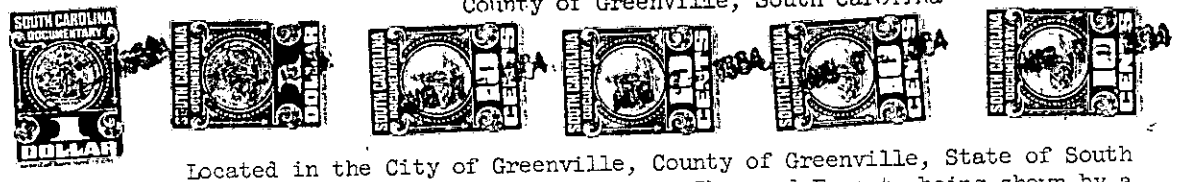
D-283-G (4-62) Printed in U.S.A.

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LEASE

THIS IS A LEASE, dated January 1st, 1964, between FRANCIS REALTY COMPANY, INC. of 1618 Augusta Road in Greenville, South Carolina (herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 2000 Fulton National Bank Building in Atlanta Georgia (herein called "Shell"):

1. **DEMISE.** Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land situated at S. C. Hwy. #291 By-Pass near LeGrand Blvd. in Greenville, County of Greenville, State of South Carolina: Lot 265, Sherwood Forest, fronting on By-Pass S. C. Route 291, in the County of Greenville, South Carolina



Located in the City of Greenville, County of Greenville, State of South Carolina, in the subdivision known as Sherwood Forest, being shown by a plat of Sherwood Forest made by Dalton & Neves, Engineers, August, 1951, revised through June 1, 1953, as Lot No. 265 fronting on By-Pass S. C. Route 291; said plat recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book "GG", Pages 70 and 71, and having, according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the east side of By-Pass S. C. Route 291, 160 feet from the northeast corner of the intersection of said By-Pass and LeGrand Boulevard; thence running along the side of said By-Pass N. 26-04 E. 65 feet to an iron pin; thence S. 49-11 E. 106 feet to an iron pin; thence S 26-04 W. 65 feet to an iron pin; thence N. 49-11 W. 160 feet to the beginning corner.

[Handwritten signature]

together with all rights, privileges and appurtenances thereto (and which, with the land, are herein collectively called "premises").

2. **TERM.** The primary term of this Lease shall begin on the first day of March 1964 and shall end Sept. 30, 1970 ~~1 year after the date of completion of Shell's construction of an automobile service station on the premises, but not later than () days after the beginning date.~~ Shell shall have options to extend this Lease for six (6) additional period(s) of one (1) year(s) each, on the same covenants and conditions as herein provided, any one or more of which options Shell may exercise by giving Lessor notice at least forty-five (45) days prior to the expiration of the primary term or the then-current extension period, as the case may be. If Shell does not have or does not exercise any then-current option to extend, this Lease shall be automatically extended from year to year, on the same covenants and conditions as herein provided, unless and until either Lessor or Shell terminates this Lease at the end of the primary term or the then-current extension period or any subsequent year, by giving the other at least thirty (30) days' notice.

3. **RENT.** Shell shall pay, as rent for each calendar month, the sum of Seventy-Five & 00/100 Dollars (\$ 75.00), by check to the order of Francis Realty Company, Inc., 1618 Augusta Road, Greenville, South Carolina in advance on or before the first day of each such month. Rent for any period less than a calendar month shall be prorated.

4. **PERMITS-TITLE-POSSESSION.** Lessor shall, at Lessor's expense, promptly apply for and diligently endeavor to obtain all necessary legal permission to use the premises for, and to construct thereon, an automobile service station in accordance with Shell's plans and specifications. Within thirty (30) days after obtaining such permission, Lessor shall, at Lessor's expense, clear the title to the premises from all liens, encumbrances, restrictions and other defects, and deliver to Shell possession of the premises, cleared of all structures, personal property and debris. In default of any of the foregoing, Shell may obtain such legal permission (in its or Lessor's name) and/or clear the title and/or take possession of and clear the premises, and charge to Lessor all costs incurred thereby, or may terminate this Lease by giving Lessor notice. No rent shall accrue or be payable until the premises are in Shell's possession, cleared and with the title clear and all such legal permission in effect, as provided herein.

(Continued on next page)

For Documents Transmission from Case No. 84-1098 of Case 447

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