STATE OF SOUTH CAROLINA) 23 5 6 (11 1...)

COUNTY OF GREENVILLE)

AGREEMENT

THIS AGREEMENT made and entered into this 22 day of October, 1955, by and between SANS SOUCI HOUSING, INC., a South Carolina corporation, hereinafter called the Lessor, and McCULLOUGH OIL CO., INC., a South Carolina corporation, hereinafter called the Lessee,

WITNESSETH:

WHEREAS, the Lessee heretofore was desirous of renewing for an additional five (5) year period, beginning November 1, 1955, its lease of a gasoline service station owned by the Lessor and located in Greenville County, South Carolina, a short distance beyond the corporate limits of the City of Greenville, South Carolina on the West side of U. S. Highway No. 25; and

WHEREAS, during the period of said renewal or prior thereto, the Lessor found itself unable to continue to provide the premises specified because of certain improvements and additions to said highway being made by the South Carolina Highway Department; and

WHEREAS, the Lessor and Lessee executed a mutually satisfactory agreement, dated May 12, 1955, for the continuation of said lease arrangement at a new location under the terms and conditions recited in said agreement; and

WHEREAS, the Lessor and the Lessee have worked out the agreement recited hereinbelow which supercedes and replaces the said agreements and arrangements heretofore made at still another location;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MATTERS SET FORTH HEREIN, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

- 1. This agreement supercedes and cancels any and all agreements heretofore at any time made between the Lessor and the Lessee.
- 2. That the Lessor hereby grants, bargains, andleases and the Lessee does hereby hire and take all that certain parcel of land situated along U. S. Highway No. 25 in Greenville County, South Carolina, and more particularly described as follows, to-wit:

BEGINNING at an iron pin on the Western side of the right-of-way of the S. C. Highway Department along U. S. Highway No. 25; known as the Augusta Road, approximately 1301.0 feet, more or less, north of the point where the Western side of said right-of-way intersects with the northern right-of-way line of Crestfield Road. and running thence along said right-of-way of Augusta Road, N. 22-26 W. 75 feet to an iron pin; thence continuing along said right-of-way line N. 18-10 W. 100 feet to an iron pin; thence with the curve of said Augusta Road and a new proposed road (the chord being N. 59-12 W. 28.4 feet) to an iron pin on the South side of the above mentioned proposed road; thence along the South side of said proposed road S. 76-00 W. 73.5 feet to an iron pin; thence S. 13-27 E. 140.9 feet to an iron pin; thence S. 78-56 E. 125 feet to the point of beginning (said parcel or lot to contain approximately 16,650 square feet in area), together with any and all buildings, improvements and equipment thereon and the appurtenances and all the right, title, and interest of the Lessor in and to land lying in all streets, highways and rights of way abutting on or appurtenant to said premises, all of said property being hereinafter