

TITLE TO REAL ESTATE

AN AGREEMENT, made and entered into this 22nd day of August, 1940, by and between SOUTHERN RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and

STANDARD OIL COMPANY OF NEW JERSEY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereinafter for convenience styled the licensee, party of the second part;

W I T N E S S E T H :

THAT the RAILWAY COMPANY, for and in consideration of the rentals herein agreed to be paid to it by the Licenses, as hereinafter stated, and of the covenants of the Licensee upon its part to be kept and performed, as hereinafter expressed, hereby gives and grants unto the Licensee the right or license, determinable as hereinafter expressed, and subject always to revocation by the Railway Company for default in payment of rentals or breach of covenant by the Licensee, to occupy and use, for the purpose hereinafter mentioned, a certain triangular lot, piece or parcel of land of the Railway Company, at GREENVILLE, in the County of Greenville and State of South Carolina, containing 5,750 square feet, more or less, of space, particularly described as follows, to-wit:

BEGINNING at the corner formed by the intersection of the southerly boundary line of Pendleton Street with the northwesterly boundary line of Green Avenue; and running thence (1) SOUTHWESTWARDLY, along the said northwesterly boundary line of Green Avenue, a distance of 130 feet; thence (2) NORTHWESTWARDLY, in a straight line, a distance of 95 feet, to the said southerly boundary line of Pendleton Street; thence (3) EASTWARDLY, along the said southerly boundary line of Pendleton Street, a distance of 130 feet, to the point or place of beginning:

TOGETHER with the further right or privilege to maintain and use, for the purpose hereinafter mentioned, 410 feet of two (2) inch galvanized iron pipe upon and along the property of the Railway Company, beginning at a point thereon near the said corner formed by the intersection of said southerly boundary line of Pendleton Street with the said northwesterly boundary line of Green Avenue, and running thence in an easterly direction, parallel with the said southerly boundary line of Pendleton Street, to a point near the northwest corner of the automobile unloading platform of the Railway Company, thence in a southerly direction, parallel with and 8 feet west of the center line of the spur-track serving the Citizens Lumber Company, to a point 60 feet south of the southerly end of the aforesaid platform; All being substantially as shown upon the blue print of Drawing B-1116, dated July 17, 1929, revised June 22, 1940, hereunto annexed and made a part of this agreement; the said parcel of land and pipe being delineated in RED thereon.

AND the LICENSEE hereby covenants and agrees in consideration of said license:

1. That it will yield and pay unto the Railway Company the rent or sum of THREE HUNDRED FORTY and 00/100 (\$340.00) per annum, payable in advance, on the day of the date hereof in each year during the life of this agreement.
2. That it will use the said above described parcel of land of the Railway Company as a site or location for the conduct, maintenance and operation of a gasoline and oil filling station, consisting of gasoline and oil tanks and pumps and such other facilities and buildings as are necessary in connection therewith, for the storage, handling, and sale of refinery gasoline and oils transmitted through the aforesaid pipe from tank cars to the said tanks of the Licensee and automobile accessories, and for any and all business usually conducted in connection with gasoline service stations, and will use the said parcel of land for no other purpose; it being distinctly understood and agreed by the Licensee that no casinghead gasoline shall be transmitted or handled through said pipe or tanks or upon the premises of the Railway Company.
3. That this License is a personal privilege to the Licensee hereunder, and shall not be transferred or assigned, without the consent, in writing, of the Railway Company; nor shall the Licensee, without such consent, permit the said premises or buildings, tanks and other facilities situated thereon to be used for any purpose by any other person. Licensee may, however, sublet the premises without having first obtained such written consent of the Railway Company but no such subletting shall release the Licensee from its obligations hereunder, and no subleases shall be permitted to use the premises for any purpose other than the purpose mentioned in Paragraph 2 above.
4. That all buildings of the Licensee upon said above described parcel of land of the Railway Company shall be covered with metal or other noncombustible material; that the said buildings, tanks and other facilities shall be maintained upon the location or locations described herein and as indicated upon said blue print hereto attached, and shall not be relocated upon the premises of the Railway Company, without the consent, in writing, of the Railway Company.
5. That it will pay all taxes, licenses or other charges which may be assessed or levied upon the business conducted or property, fixtures, or improvements placed or maintained by the Licensee upon the said above described premises of the Railway Company, or against the Railway Company by reason of the location of such business, property, fixtures or improvements of the Licensee upon said premises of the Railway Company.
6. That the Licensee shall provide and furnish, at its own cost and expense, and keep ready for use at all times in a convenient place, a metal sign, at least 12 x 15 inches, reading "STOP" -- "Tank Car Connected," the letters in the word "STOP" to be at least four (4) inches high, and the letters in the words "Tank Car Connected" at least two (2) inches high, the color of which shall be white with a blue background, which said sign shall be placed by the Licensee in a conspicuous place on the track or car at the time the car is connected with said pipes and maintained in such position until the car is disconnected; it being understood that tank cars must not be left connected to pipes except when loading or unloading is going on and while a competent man is present and in charge.
7. The Licensee agrees that artificial lighting in pump houses, warehouses, or other enclosures where oil or other inflammable fluid supplies are handled or stored, except when in unbroken original containers, shall be by electricity, and this electrical installation and any other