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FORM 209.4 1M

# SERVICE STATION LEASE AGREEMENT

THIS AGREEMENT, made as of the 5th day of February, 1957, between Multi-States Service Stations, Inc., a corporation of New York

hereinafter referred to as Lessor, and THE PURE OIL COMPANY, an Ohio corporation having a permit to do business in the States of Illinois and South Carolina, hereinafter referred to as Lessee,

## WITNESSETH:

1. **PREMISES LEASED.** The Lessor hereby leases and lets unto Lessee that certain tract or parcel of land, with all buildings, improvements, underground tanks, and other equipment and fixtures now on or hereafter constructed thereon, or affixed thereto, by Lessor (all of which land, improvements and fixtures are hereafter collectively referred to as the leased premises), situated in the City of Greenville, County of Greenville and State of South Carolina, described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, and having the following metes and bounds according to plat now recorded in the R.M.C. office for Greenville County, in Plat Book A, at page 383 to-wit: Being all of Lot No. 60 in Block D and that portion of Lot No. 59 in Block D lying northwest of Lot No. 60, in East Park, Boyce's Addition to Greenville; said tract fronts 132 feet on Laurens Road (its northeast boundary), 186 feet on Washington Road (its northwest boundary) on Smith Avenue (its southwest boundary) and its Southwest boundary is the southwest line of Lot No. 60 and a northwesterly projection thereof through Lot No. 59 to Washington Road.

Subject to restrictions of record.

together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Lessor in and to any and all roads, streets, alleys and ways bounding said premises.

2. **TERM. TO HAVE AND TO HOLD** the same unto the Lessee for a term of twenty-five (25) years commencing on the 1st day of March, 1957, and ending on the 28th day of February, 1982, herein referred to as the original term of this lease.

3. **RENTAL:** Lessee agrees to pay as rent for said premises, for and during the original term of this lease, in coin or currency which, at the time of payment, is legal tender for public and private debts in the United States of America, and which, at the Lessee's option, may be evidenced by the Lessee's valid check or draft, payable to and mailed or delivered to Multi-States Service Stations, Inc. at 23 Wall St., New York 8, N. Y.

on or before the due date, the sum of Two Hundred Thirty-Six and 13/100 Dollars (\$ 236.13) per month, payable on or before the last day of each calendar month; provided, if the first and last monthly period of the lease are less than a full calendar month, then such rental for the first and last monthly lease periods shall be prorated on a daily basis. All past due rent shall bear interest at the rate of seven per cent (7%) per annum from the due date until paid.

4. **TAXES AND ASSESSMENTS.** Lessee agrees to pay to the proper authority, when and as the same becomes due and payable, all taxes, assessments, and similar charges, which at any time during the term of this lease or any extension hereof, may be taxed, assessed or imposed on the real estate covered by this lease, and/or the buildings and improvements thereon, and any such taxes, assessments, and similar charges heretofore taxed, assessed or imposed thereon which now remain unpaid and become due and payable during the term of this lease or any extension hereof; provided that nothing herein contained shall be construed as preventing Lessee from contesting in good faith the validity of any such taxes, assessments and similar charges. Lessee shall have the right to render for taxation, in the name of the Lessor, the real estate, and/or the buildings and improvements, covered by this lease. Lessee shall also pay all taxes, assessments, and similar charges, which may be taxed, assessed or imposed on any of the Lessee's property located on the leased premises. Lessee agrees to indemnify and hold Lessor harmless from any cost, expense or liability for taxes, assessments or interest thereon or penalties assessed in connection therewith, resulting from failure of Lessee to properly render or pay when due all such taxes, assessments or charges against the leased premises, or any part thereof. Lessee agrees to furnish the Lessor official receipts evidencing payment of all taxes.

5. **LICENSE TAXES AND UTILITY CHARGES.** Lessee shall, during the term of this lease or any extension hereof, pay all charges connected with the operation of said leased premises, including all license, permit and inspection fees, occupation and license taxes, and all water, gas, telephone, electric light and power charges assessed or charged on or against said leased premises, or Lessee's use or occupancy thereof, or the business conducted thereon.

6. **MAINTENANCE.** Lessee shall, at its cost and expense, during the term of this lease or any extension hereof, maintain and keep the buildings and improvements, including sidewalks, driveways and curbs, now on or hereafter constructed on the leased premises in good condition and repair, ordinary wear and tear excepted.

7. **ALTERATION AND REBUILDING.** Lessee shall have the right, but not the obligation except as herein provided in paragraph numbered 12, at any time and from time to time during the term of this lease or any extension hereof, at Lessee's cost and expense, to alter, add to and/or remodel the buildings and improvements now on or hereafter constructed on said leased premises, all of which shall be of good and substantial character, suitable to the locality, and such as will not tend to decrease the then existing value of the buildings and improvements so altered, added to and/or remodeled. Lessee shall have the further right, at any time and from time to time during the term of this lease or any extension hereof, to demolish and/or remove any buildings or improvements now on or hereafter placed on the leased premises, but in such event Lessee shall forthwith replace the same with new buildings and improvements at a cost equal or greater than the value of such buildings and improvements so demolished and removed. Lessee shall have the salvage of any such buildings and/or improvements so to be remodeled, wrecked or demolished, and all materials and supplies therefrom for Lessee's own use in remodeling and/or rebuilding such buildings and improvements on the leased premises. All buildings and improvements placed

For Release of Enclosed Lease See Deed Book 869 Page 459