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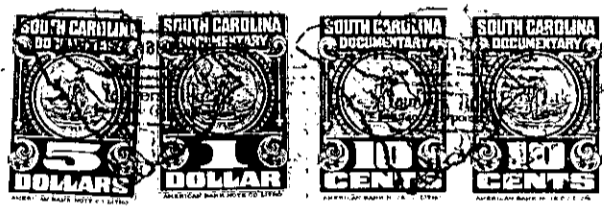
D-282-LB (Rev. 2-51) Printed in U.S.A.

OLLIE FARNSWORTH
P.M.C.
LEASE

THIS LEASE, dated *August 7*, 19*57*, between **ALVIN F. BATSON & KATHRYN F. BATSON, his wife** of 1007 N. Main St., Greenville, South Carolina, and **HOMER STYLES & FLORA B. STYLES** of **Travelers Rest** in **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"),

WITNESSETH:

1. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land, situated at **S. C. Hwy. 250** in **Travelers Rest**, County of **Greenville**, State of **South Carolina** :



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Handwritten initials: H.S., J.D., R.R.

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, Paris Mountain Township, on the eastern side of S. C. Highway by-pass 250, and described as follows:

BEGINNING at a stake on the eastern side of S. C. Highway 250, 694 feet south of the center line of U. S. Highway 25 and running thence S. 68-36 E. 150 feet to a stake; thence S. 8-30 W. 125 feet to a stake; thence N. 51-45 W. 87.7 feet to a stake; thence N. 75-45 W. 62.3 feet to a stake on the eastern side of said S. C. Highway 250; thence with the eastern side of State Highway 250 N. 4-18 E. 110 feet to the beginning corner.

together with all of Lessor's buildings, improvements, equipment and other property now or hereafter located thereon, including those referred to in article 4 (and which, together with said land, are herein collectively called "the premises").

2. The term of this lease shall begin on the date of completion of Lessor's construction of an automobile service station on the premises, as provided in article 4, and shall end on the last day of the **One Hundred Twentieth (120th)** full calendar month after such beginning date. Shell shall have options to extend the term of this lease for **five (5)** additional period(s) of **one (1)** year(s) each, on the same covenants and conditions as herein provided, each of which options Shell may exercise by giving Lessor notice at least forty-five (45) days prior to the expiration of the original term or the then-current extension period, as the case may be. If Shell does not exercise its then-current option to extend, the term 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 original term or the then-current extension period or any subsequent year, by giving the other at least thirty (30) days' notice.

3. Shell shall pay, as rent for each calendar month during the term of this lease, the sum of **One Hundred Thirty & 00/100 Dollars (\$ 130.00)**, by check to the order of **Alvin F. Batson, 1007 N. Main St., Greenville, S. C.**, 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. Lessor shall, at Lessor's expense: (a) obtain from the proper public authorities all licenses and permits necessary to authorize the construction and operation on the premises of an automobile service station (including the removal of existing structures, if required), as hereinafter provided; and (b) construct on the premises an automobile service station, including the buildings, improvements and equipment described in Exhibit A hereof, in accordance with plans and specifications approved by Shell, at

(Continued on next page)