

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

NOV 4 - 1959
13589

BOOK 638 PAGE 91

LEASE OF WAREHOUSE PROPERTY

WHEREAS, under the laws of the State of South Carolina, creating a Department of Agriculture, administered by a Commissioner of Agriculture, with the power of leasing warehouses for operation by the Department under such provisions as will be seen by reference to such laws.

1. That J. T. Brooks, Jr. hereinafter called Lessor, for the consideration of operating the said premises described herein, as a South Carolina, State Warehouse, does hereby rent and lease unto the Commissioner of Agriculture, of the State of South Carolina, his successors in office, such being hereinafter called the Commissioner, upon the terms hereinafter set forth,

ALL that certain lot of land, with the improvements thereon, situate in the City of Fountain Inn, County of Greenville, South Carolina, described as follows:

1 concrete and metal building, with cement floor, metal roof, 30 x 120, located on South Main Street, Fountain Inn, S.C. bound on the north by property of Blake P. and David H. Garrett and the South and East by C & W C Railroad and West by S.C. Highway 14 (formerly 276).

S. C. State Warehouse No. 4054

ALSO: all hand trucks, scales manually or motor operated, loading equipment, furniture, fixtures, now being used in the operation of the said warehouse.

2. The term of this Lease shall commence on the 2nd day of October and shall continue for a period of one year and thereafter for so long as the Commissioner shall operate and use the premises for warehouse purposes in the State Warehouse System.

3. The Lessor shall pay all (a) storage charges due the State of South Carolina and its agencies, (b) insurance premiums on all insurance covering items stored in the warehouse, (c) the salaries and wages of the manager and employees engaged in operating the warehouse, (d) all bond premiums on the bonds of managers and employees, (e) all other charges and expenses incurred in the operation of the warehouse. After payment of said items the Commissioner agrees to pay to the Lessor, or Assigns, as rent, all other income derived from the operation of a State Warehouse on the premises. Notwithstanding any of the foregoing, it is understood and agreed that the Lessee shall appoint and employ a manager to operate the warehouse, as well as any other employees necessary for its operation, with the right to change, remove or discharge the manager or any employee at the pleasure of Lessee. The Lessee shall not be liable for any salaries or wages of any manager or employee except from and as funds sufficient therefor are realized out of the gross proceeds of the operation of the warehouse.

4. It is further agreed that if at any time the Lessee becomes dissatisfied with the operation of the warehouse, Lessee may directly take over its operation, place it in charge of an employee or employees of the Department, charging the salaries of such employees and other costs of operation against the gross proceeds of the operation.

5. The Lessor agrees to procure and keep in force such insurance upon the buildings, personal property, and improvements, owned by Lessor, covered hereby as he deems advisable and to pay all taxes on the property, all at his own expense.

6. The Commissioner agrees to require a suitable surety bond guaranteeing the faithful performance of the duties of the manager and the proper receipt and delivery of all items and materials stored in the warehouse, as provided by law.

7. Possession of the premises hereinabove described, shall be delivered to the Commissioner on or before the 2nd day of October, 1959.

Witness our hands and seals, this the 2nd day of October A. D., 1959.

Witnesses as to Lessor:

Blake P. Garrett (Seal)
J. T. Brooks, Jr. Lessor
James H. Heenan

Witnesses as to the Commissioner:

Amuel L. Briston (Seal)
William L. Hamilton (Seal)
Charles M. Ackerman By Chas. M. Spott Authorized Deputy

Form 10 (Rev.)
This lease is agreeable with the owner.

Blake P. Garrett (Continued on Next Page)
Blake P. Garrett, Owner