

MAR 16 1964

GREENVILLE CO. S. C.

BOOK 744 PAGE 411

26169
STATE OF South Carolina
COUNTY OF Greenville

MAR 16 10 34 AM 1964

OLLIE FA-HSWORTH
R.M.G.

THIS AGREEMENT made in the city of Greenville, State and County aforesaid, on February 15, 1964, by and between J. A. Drake, an individual, of 11 Constedt Avenue, Greenville, South Carolina (herein called the First Party), and DICKERSON, INCORPORATED, a North Carolina corporation having its principal office at Monroe, North Carolina (hereinafter called the Second Party), a cross of

WITNESSETH:
WHEREAS, the First Party represents and declares that he is the owner and fee simple of that certain plot or parcel of ground situated in Greenville County, State of South Carolina, and located as follows:

All that parcel of land on southwest side of county road in Chattahoochee township shows as tract 3, Plats of property of C.C. Good as shown in Greenville County plat book L page 77 and deed recorded in book 431 page 117.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY COVENANT AND AGREE, AS FOLLOWS:

1. The First Party hereby leases and hires to the Second Party, and the Second Party hereby leases and hires from the First Party, the above described tract of land for use as hereinafter described:

- a. The Second Party shall have the right to enter upon this land and to remove trees and/or underbrush from the area they intend to use.
- b. The Second Party shall have the right of ingress, regress and egress over existing road to said property and the right to widen road to permit continuous two lane traffic.
- c. The Second Party shall have the right to store and stockpile materials at will on said property.
- d. The Second Party shall have the right to move machinery to and from said property at will.
- e. The Second Party shall have the right to erect and operate an asphalt plant on said property and to deliver materials from said plant to any place they deem necessary in their business as highway contractors.
- f. The Second Party shall have the right to erect such temporary structures as they deem necessary in their business as highway contractors.

2. The First Party grants unto the Second Party the right to have and to hold the above-described tract of land for the uses above set forth for the term of one (1) years, commencing on the date of execution of this contract, at the rental hereafter reserved and specified; the First Party further grants unto the Second Party the right to renew this agreement for a further period of _____ upon conclusion of the time set forth above.

3. The Second Party agrees to pay the First Party at the rate of four hundred dollars (\$400.00), which shall be in full and final settlement for the rights granted above; in the event of exercising the renewal option the price of _____ shall be the full consideration for the period of the option.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals, the year and day first above written.

DICKERSON, INCORPORATED

Attest: _____ BY _____ Title David J. Larkin, Jr.
Secretary

Witnesses:
Yvonne Stewart J. A. Drake (SEAL)
Stanley Peterson

(Continued on Next Page)

Handwritten notes on the left margin, including "77" and "copy" with a date "2/15/64".