

State of South Carolina  
County of Greenville

LEASE

Vol 1016  
Page 513

This lease made and agreements entered into by and between James A. Howard and his wife, Ruth H. Howard, hereinafter called the Lessor, and Lawrence L. Hyder and his wife, Leila J. Hyder hereinafter called the Lessee: Witnesseth;

The Lessor for and in consideration of agreements herein made and payment of the rental as hereinafter stated does hereby demise and lease to the Lessee for a period of Fifteen (15) years, from October 15, 1977 to October 15, 1992 the property described as follows:

Forty-three and Thirty-six hundredths (43.36) acres lying on the South side of Howard Road and Eleven and Forty-six (11.46) acres lying on the North side of Howard Road, and owned by Lessor, on the following terms and conditions:

The Lessee shall pay Twenty-five (\$25.00) Dollars per acre, a total of One Thousand Three Hundred Seventy & 50/100 (\$1,370.50) Dollars annually on the fifteenth (15) day of October each year, beginning October 15, 1977 and ending October 15, 1992.

The Lessee will grow peaches on the property and will keep the land sodded with grass in the proper manner to prevent erosion of the soil.

The Lessee shall have the right to build a dam and lake on the premises to use for irrigation and other farm and orchard uses, and Lessee may make such roads and driveways as are necessary for the operation of his business, and he shall use due care in protecting the premises and adjoining property from unnecessary damage.

Lessee agrees to assume all liability for damage to property or persons that may occur in the operation of his business on the premises and to protect the Lessor from all claims that may be made against Lessor for such damage.

The Lessor agrees to pay all taxes and assessments that may be levied against the property, when due.

Violation of any of the terms and agreements of this lease or the failure to pay any rental within Ninety (90) days of the due date shall be sufficient cause for the Lessor to terminate the lease and to repossess the property, at Lessor's option, anything to the contrary notwithstanding.

The Lessor and the Lessee hereby bind themselves, their heirs and assigns to ever warrant and defend the agreements herein made.

Signed, sealed and a copy delivered to the Lessor and the Lessee, the receipt of which is hereby acknowledged, this 7 day of April 1975 at Landrum, South Carolina.



Leila J. Hyder  
Lawrence L. Hyder  
Witnesses:

James A. Howard (SEAL)  
Ruth H. Howard (SEAL)  
Lessor:  
L. L. Hyder (SEAL)  
Leila J. Hyder (SEAL)  
Lessee:

State of South Carolina  
County of Spartanburg

Personally appeared before me the undersigned witness and made oath that he saw the within named Lessor and Lessee sign, seal and as their act and deed deliver the within written lease and that he with the other witness signed above witnessed the execution thereof.

Sworn to before me this 7 day of April, 1975

Leila J. Hyder  
Witness:

Ray P. Prince  
Notary public for S.C.  
My commission expires 10-17-80

RECORDED APR 3 '75  
At 11:03 A.M. # 23299

4328 RV-2