

1137-000

North by lands of Garrett & Garrett and the above described lot containing 0.5711 acres, on the East by Fairview Road, on the South by Garrett & Garrett and on the West by said service road.

Lessor does hereby grant unto Lessee, its successors and assigns a perpetual right-of-way and easement across the above described twenty foot easement to grant ingress from Fairview Road to the service road lying on the West of said easement and in a like manner ingress from the service road and egress to Fairview Road running in an Easterly direction on said easement. Said easement to be perpetual in nature and for the benefit of the Lessee, its successors and assigns, customers, invitees, agents and any and all personnel.

Lessor does hereby also grant unto the Lessee, its successors and assigns, the right to use said twenty foot easement for the placement of underground storage tanks on said twenty foot easement so long as the construction and use of said underground storage tanks does not interfere with the normal traffic across the said twenty foot easement. Above mentioned plat attached hereto as Exhibit A.

FOR LESSEE TO HAVE AND TO HOLD from a date beginning October 29, 1980 for an initial term of ten (10) years from the commencement date.

IT IS FURTHER AGREED the Lessee, at its option, shall be entitled to the privilege of seven (7) successive extensions of this Lease, each extension to be for a period five (5) years.

IT IS UNDERSTOOD AND AGREED that this is a short form lease which is for the rents and upon the terms, covenants, conditions, rights and liabilities contained in the collateral lease agreement dated October 21, 1980, as the same may have been subsequently amended, and shall run with the land and continue for the term of said lease and any extensions thereof, and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, which collateral lease agreement is and shall be made a part of this instrument as fully and completely as if the same were set forth herein. Said collateral lease agreement includes provisions wherein Lessee is granted certain exclusive rights in regard to the premises set forth above.

IN WITNESS WHEREOF, the Lessors and Lessee agree to the foregoing instrument in its entirety as of the day and year first set forth above and have executed the same on the day and year set forth in the acknowledgements below.

WITNESSES:

Edna H. Moore
Juanita H. Gray

BLAKE P. GARRETT AND DAVID H. GARRETT, a General Partnership known as Garrett & Garrett
BY: [Signature] (SEAL)
Blake P. Garrett
BY: [Signature] (SEAL)
David H. Garrett

LESSORS

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