

1749

W. W. LEWIS ENTERPRISES, Inc.  
**LEEDS OIL COMPANY**  
PHONE 59 W  
LEEDS, ALABAMA

LEASE AGREEMENT

This Agreement, in duplicate, made and entered into this 19th day of February 1954, by and between Mrs. Kathryn Jones and Stanley Jones of 4 Clarendon Road, Birmingham, Alabama, parties of the first part, Lessors, and W. W. Lewis Enterprises, Inc., a corporation, authorized to transact business in the State of Alabama, having its business at Leeds, Alabama, party of the second part, Lessee.

WITNESSETH:

1. Lessors, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and conditioned on the part of Lessee to be maintained, paid, kept and performed, has rented and leased and by these presents does hereby rent and lease unto Lessee, its successors and assigns, that part and only that part of the following described premises, used for and constituting an oil and gasoline service station, (including Lessors' right in or to the use of the land within street lines in front thereof) and excluding all other parts or portions of said premises situated in the City of Vincent, Shelby County, Alabama. Being further described as:

Commence at SW corner of NW 1/4 of NW 1/4 and run North along Sec. line North 2 degrees 30' East 210' to South or SE margin of NW of Coosa Valley Road; thence along said road North 40 degrees 45' East 178.3' to beginning, thence continuing along said road North 37 degrees 15' East 62'; thence South 52 degrees East 94'; thence South 37 degrees 15' West 62'; thence 52 degrees West 94' to beginning.

To have and to hold the above rented and leased premises with the buildings, improvements, and fixtures, and such furniture, pumps, tanks, air compressors, appliances, pipe lines, unloading racks and unloading facilities as may now or hereafter be located or placed thereon by Lessors, and all rights, privileges and appurtenances thereunto belonging, together with any and all permits, whether village, city, county or state, unto Lessee its successors and assigns, for a term of five (5) years from the third day of May 1954. Lessors hereby covenant and agree to place Lessee in possession of the demised premises and improvements at the beginning of and for said term, option to renew this lease for a period of five (5) years (May 3, 1959 - May 3, 1964) under the same conditions and terms

*W. W. Lewis*  
*K. J. Jones*  
*W. W. Lewis*

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set forth in this lease unless Lessors at the expiration of lease decide to use this building for purposes other than the selling of petroleum products, then this lease expires completely May 3, 1959.

2. For each month during the term hereof, or during any renewal or extension thereof, Lessee shall yield and pay as rental for said premises, station and appurtenances a sum equal to one cent per gallon of all gasoline which shall be delivered to and sold from and through said station during the month for which rental is to be computed. The monthly periods for which rentals shall be due and payable shall be calendar months. Such rentals shall be paid in arrears not later than the twentieth day after the end of each calendar month. It is understood and agreed, however, that the rental for any monthly period shall not be less than seventy-five dollars (\$75.00), provided, however, no rentals shall accrue or become payable hereunder by Lessee until the date on which the first delivery of gasoline is made by Lessee to the premises described hereinabove, regardless of the date possession thereof may be delivered to Lessee; and Lessors do hereby waive any date of delivery of gasoline. All rentals shall be payable to Kathryn Jones or Stanley Jones, and may be paid by check mailed to 4 Clarendon Road, Birmingham, Alabama, or to such other persons or person as may be designated in writing by Lessors.

3. If at any time during the term hereof Lessors shall be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply any accrued rental upon said unpaid indebtedness of Lessors, and Lessors agree that the amount so applied shall constitute rental payment hereunder.

4. Lessors covenant and agree to and with Lessee that the rents being paid in the manner and at the time prescribed, and the covenants and conditions and warranties herein being all and singular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises and property hereby leased during the term hereby granted, or any extension thereof, without any hindrance, disturbance, or molestation from Lessors; and Lessors hereby warrant and defend to Lessee against the lawful claims of all persons whomsoever the premises and property hereby granted. Lessors further covenant and agree that, without Lessee's consent, it will not use or permit to be used for the storage, sale, distribution, or advertisement of petroleum products any premises owned or controlled by Lessors adjacent to the premises covered hereby.

5. During the term of this lease Lessors covenant and agree to pay all

*W. W. Lewis*  
*K. J.*  
*S. J.*

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general and special taxes and any taxes for water levied and assessed, or charged against said premises or the property of Lessors situated thereon, or on account of the use or occupancy of any of all thereof other than any tax that may arise from Lessee's occupation of said premises.

6. Lessors agree, at their own expense to maintain in reasonable condition and repair and suitable for the business purposes of Lessee all the premises, improvements and personal property hereby leased, including driveways and approaches caused from normal wear and tear. Lessors further agree to replace any of the demised improvements owned by Lessors which may be destroyed or damaged beyond repair unless damaged willfully by Lessee or his agent or otherwise rendered unsuitable for the business purposes of Lessee. In the event of destruction of or damage to the demised improvements or personal property caused by fire or action of the elements, and if Lessors fail to rebuild or repair within sixty days after such destruction or damage, Lessee shall have the additional option of terminating this lease by notice to Lessors; and if such option is exercised, Lessee shall be relieved from all obligations hereunder except for rent which shall have accrued prior to the date of the destruction or damage. No rent shall be payable for any period during which the premises shall be untenable or during which the Lessors fail to maintain the premises and improvements in good condition and repair as herein provided.

7. Lessee shall have the right and privilege of erection, placing, constructing, equipping, maintaining and operating on the demised premises and in connection with said station any and all structures, improvements, appliances, containers and conveyors of whatsoever kind, on, under and above the ground, it may desire to use or may require in operating, transacting, carrying on and conducting on said premises its business of storing, distributing and marketing products of refined petroleum. Any installation heretofore or hereafter made by Lessee of its equipment, of its signs advertising its products, or of any of its property upon said premises shall be conclusive evidence of Lessee's entry into possession of said premises under the terms of the within lease.

8. Lessee shall have the right to make proper connections with any and all water, gas, and sewer-lines and pipes on the demised premises, and may continue the use and service thereof during the term of this lease.

9. In the event Lessee is unable to obtain all permits and permissions necessary to install, operate and maintain on the leased premises the necessary buildings and equipment for conducting its business as herein provided, or if at

*W. W. Lewis*  
*K. S. J.*  
*M. J.*

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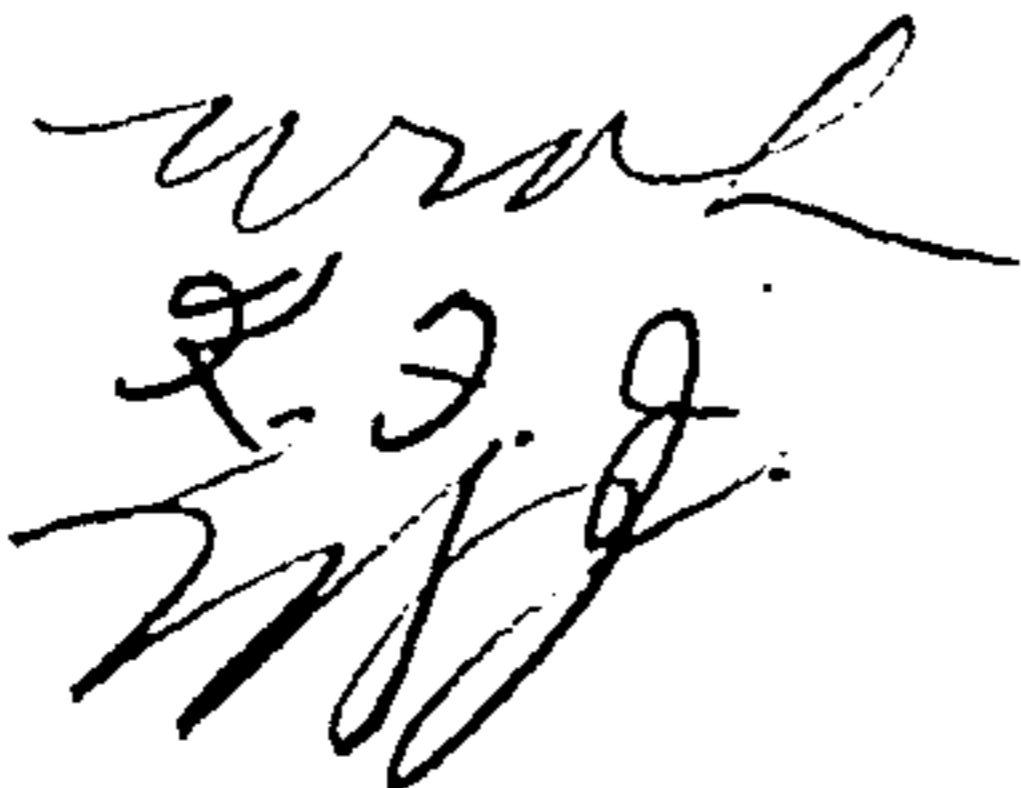
any time hereafter Lessee is prevented by operation of law from using said station and premises for the purposes aforesaid, then and in any of said events Lessee may, at its option, cancel this lease and be relieved of any further liability hereunder.

10. At any time, or from time to time, or on the termination of this lease by lapse of time or otherwise, Lessee may, at its option and at its own expense, remove from the demised premises any part of or all the equipment of whatsoever nature heretofore or hereafter placed or owned by it on the demised premises, whether affixed to the premises or located in, on or under the same, or not; and after such removal shall restore the surface of the ground to its uniform level and even condition, free from all excavations and debris.

11. This agreement shall be binding upon and inure to the benefit of Lessors and Lessee and as well the grantees, heirs, executors, administrators, successors and assigns of Lessors, and the successors and assigns of Lessee. Lessee shall have the right to assign this lease or sublet the premises or any part thereof or allow third party to occupy and use the same. This agreement constitutes a merger of all proposals, negotiations and representations with reference to the subject matter and provisions hereof, and may be altered, amended or modified only in writing signed by Lessors and a representative of Lessee authorized to sign this agreement. Lessors acknowledge notice that this instrument may be executed on Lessee's behalf only by one of its officers or managers and that none other has authority to consent or agree to any alterations, amendment, modification or limitation whatsoever of the terms of this agreement.

12. Lessors further covenant and agree to remove canopy and brick columns from in front of station; grade down area in front of station, pave approaches and driveways with asphalt. Also remove partition between the present store building and garage entrance, extend partitions in line with present rear partition of store to the north outer wall; change the front door into a double door in center of front of building and install two casement windows approximately 8' long by 5' on both sides of front door, also seal ceiling in the storeroom and finish the floor in same. Also put asphalt tile on floors of rest rooms and put imitation tile on walls of same. All repairs mentioned in this paragraph No. 12 to be done at Lessors earliest convenience.

13. Lessee further covenants and agrees to supply necessary paint for finishing entire building outside and paint storeroom area and rest rooms inside. Lessee does not agree to furnish labor for any painting.

Handwritten signatures and initials at the bottom of the page, including a large signature that appears to be 'W. W. Lewis' and other initials.

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14. Lessee further covenants and agrees to furnish and install new electric computing pumps, underground storage tanks and air compressor at the service station.

*WWS* This the 19 day of Feb. 1954.

Jane Culbreth  
Witness  
Charles H. Cain  
Witness

Mrs. Kathryn J. Jones  
Mrs. Kathryn Jones  
Stanley Jones  
Stanley Jones  
Parties of the first part.

W. W. Lewis  
W. W. Lewis Enterprises, Inc.  
Party of the second part.

Filed in the office of the Probate Judge on the 24 day of Feb 1954 at 8 o'clock P. M.  
and recorded in Deed Book 165 Page 34 this 24 day of Feb 1954.  
Deed Tax 4.00 Mortgage Tax — has been paid.  
L.C. Walker, Judge of Probate