

BOOK 173 PAGE 494

LEASE

Form G-77A 1-54 6M
RETURN TO
H. F. HARRINGTON
P. O. BOX 2332
HOUSTON 1, TEXAS

Agreement dated the 25th day of May, 1955, by and between

W. E. Huddleston

Box 268, Clanton, Alabama

(lessor) and THE TEXAS COMPANY, a Delaware corporation, having a place of business at Atlanta, Georgia (lessee).

(1)—Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of Calera, County of Shelby

Beginning at a point where the easterly right-of-way line of 12th Street (US Hwy #31) intersects the southerly right-of-way line of 18th Avenue (State Road No. 25) and running in an easterly direction along the southerly right-of-way line of 18th Avenue (State Rd #25) a distance of 75 feet to a point; thence in a southerly direction parallel to 12th St. (US Hwy #31) a distance of 100 feet to a point; thence in a westerly direction parallel to 18th Avenue (State Rd #25) a distance of 75 feet to a point in the easterly right-of-way line of 12th St. (US #31); thence in a northerly direction along the easterly right-of-way line of 12th St. (US #31) a distance of 100 feet to a point of beginning.

Easement. Lessor further grants to lessee, for the full term of this lease and any extensions thereof and subject to the terms thereof, a license and general easement for right of way and passageway purposes as a means of ingress to and egress from the above described premises over, upon, along and across the following described tract and adjoining the demised premises, to-wit:

Beginning at a point where the southerly lease line of hereinabove described premises intersects the easterly right-of-way line of 12th St. (US #31) and running in an easterly direction along said southerly lease line a distance of 30 feet to a point; thence in a southerly direction a distance of 25 ft. to a point; thence in a westerly direction a distance of 30 ft. to a point in the easterly right-of-way line of 12th St. (US #31); thence in a northerly direction along the easterly right-of-way line of 12th St. (U.S.#31) a distance of 25 feet to point of beginning of this easement.

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises.

(2)—Term. TO HAVE AND TO HOLD for the term of Ten (10) years, from and after the day of , Nineteen-Hundred , 19

from and after the date certain improvements hereinafter provided for are completed by lessor and accepted by lessee, which date shall be established in writing.

(3)—Rental. Lessee agrees to pay the following rent for said premises:—

Two hundred dollars (\$200.00) per month, payable monthly in advance.

Provided, however, that no rental shall accrue or become due until such time as a suitable service station, according to lessee's plans and specifications, shall have been (a) constructed upon the demised premises by the lessor as hereinafter provided, and (b) completed, equipped and delivered to lessee for the transaction of lessee's business.

Lessee agrees that rental shall be payable in monthly installments and that if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Division Manager of the lessee, at its place of business as shown in this lease, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall be deemed payment of such rental.

(4)—**Maintenance.** (a) During the term of this lease, lessee shall at lessee's expense make minor repairs to said premises, buildings and improvements, including repairs to plumbing, heating equipment, electrical wiring and fixtures, and replace broken windows, provided the aggregate cost of all repairs and/or replacement of windows required at any one time does not exceed \$50.00. Lessee agrees to paint the buildings and improvements whenever it deems such painting necessary.

(b) Lessor agrees at lessor's expense to make all other repairs to the said premises, buildings and improvements, equipment and fixtures furnished by lessor, and to keep the same in good repair during the term of this lease, as well as to replace any equipment furnished by lessor which becomes worn-out or damaged and cannot in the opinion of lessee, be placed in first-class condition by reasonable repairs. In event lessor shall fail promptly to make repairs or replacements as provided for herein, lessee is authorized to make the necessary repairs or replacements and to apply accruing rentals to reimburse itself for such expenditures.

(c) Lessor further agrees that in the event any structures on said premises are damaged or destroyed, lessor shall notify lessee within twenty (20) days from the date of such destruction or damage whether or not lessor intends to restore the premises to their former condition and if lessor so elects to restore the premises to their former condition, lessor shall replace within one hundred twenty (120) days any such structures damaged or destroyed in any manner. If lessor fails to notify lessee within said twenty (20) day period or notifies lessee that lessor does not intend to restore the premises, or fails to restore the same, lessee at its election may immediately terminate the lease effective as of the date the damage or destruction occurred, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding itself and have the right to apply accruing rentals to reimburse itself for the principal expenditure, together with interest at six per cent. If prior to and/or during the time the premises are undergoing repairs the use thereof by lessee is materially interfered with, the rent accruing during such period or periods shall abate.

(5)—**Removal of Property.** Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all buildings, and improvements, fixtures, equipment and other property owned by lessee or placed on said premises by lessee during the term of this or any previous lease or any extension or renewal thereof.

(6)—**Lessee's Right of Termination.** Should lessee be prevented from establishing or continuing the business of distributing petroleum products on the whole or any part of said premises, due to any law, ordinance or regulation by any Federal, State or Municipal authority, or due to any restriction on said premises and said restriction is not removed within ninety (90) days from the date thereof, then, in either of such events, lessee may terminate this lease upon giving lessor thirty (30) days' written notice of termination, in which event lessee shall be relieved of all obligations under this lease, including all liability for rent from the date lessee was prevented in any manner from conducting such business, and all rental obligations shall be adjusted between the parties as of such date. If, during the term of this lease, a part only of said premises be taken for public use under right of eminent domain, and if the remainder, in the opinion of the lessee, is not suitable for its purpose, lessee, at its option, may cancel and terminate this lease, but if it shall not elect so to do, the monthly rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to such taking.

(7)—**Damages for Defect in Title.** Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8)—**Taxes and Encumbrances.** Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9)—**Construction of Service Station.** Lessor hereby covenants and agrees to:

(a) Furnish lessee at lessor's expense, line and grade survey of the demised premises, prepared by a registered surveyor and in conformity with the requirements of lessee's construction department.

(b) Construct or cause to be constructed upon the premises herein demised, for use of the lessee, a modern service station which will be completed in accordance with the following plans and specifications furnished by lessee at its convenience:

TITLE	NUMBER
Specifications	DS-2
General Arrangement	P-511
Building Texaco Type E, 2-Bay station	
Building Details Texaco Type E, 2-Bay station	
Heating Unit	none
Coal Box	none
Fence	none
Service Station Signs	none
Concrete Curb, Concrete Approaches and concrete and asphalt Driveways	

(c) Lessee will furnish and retain title to and lessor will install:

2	Island Light Poles and Lights
1	Flood Lights
1	Flood Light Standards
2	Fire Extinguishers
3	Gasoline Pumps
3 - 2,000	Gallon Underground Tanks
none	Gallon Lubricating Outfits
2	Air and Water Stands
1	Automobile Lift(s) F/W Type
1	Air Compressor 2" H.P. Capacity
none	Washing Machine
none	12 x 12 x 6 Lockers
1	Banjo Sign Poles, Sign and Floodlights
none	Power Lubricating Units
1 - 550 gal	Waste Oil Tanks
1 -	Electric Drinking Fountain

(d) Lessee will furnish, install and retain title to Letters, Stars and Bands.

In event of lessor's failure to construct or complete service station as herein provided within 120 days after the delivery by lessee to lessor of this lease, duly approved and signed, and plans and specifications as above provided, the lessee may, at its election, either terminate the lease on thirty days' notice to lessor or construct or complete said service station at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for principal expenditure together with interest at six per cent.

Lessor may enter upon the demised premises for the purpose of performing the obligations herein provided, and shall procure, either in lessor's or lessee's name, any and all permits required under existing laws for the construction and/or operation of service station on the demised premises and, upon demand of lessee, shall assign and transfer said permits to lessee in proper form, meeting all requirements of law.

~~(10) Options to Purchase. Lessor hereby grants to lessee the exclusive right, at lessee's option, to purchase the demised premises, together with all structures, improvements, and equipment thereon, free and clear of all liens and encumbrances (including leases which were not on the premises at the date of this lease) at any time during the term of this lease or any extension or renewal thereof,~~

~~(a) for the sum of~~

~~_____ dollars, it being~~

~~understood that if any part of said premises be condemned, the amount of damages awarded to or accepted by lessor as a result thereof shall be deducted from said sum; (b) on the same terms and at the same price as any bona fide offer for said premises received by lessor and which offer lessor desires to accept. Upon receipt of a bona fide offer, and each time any such offer is received, lessor shall immediately notify lessee in writing of the full details of such offer, including the name and address of the offeror, whereupon lessee shall have thirty (30) days after receipt of such notice in which to elect to exercise lessee's prior right to purchase. No sale of or transfer of title to said premises shall be binding on lessee unless and until the foregoing requirements are fully complied with. If lessee elects to exercise lessee's prior right to purchase pursuant to any such bona fide offer, it is agreed that the terms and conditions set forth in the next to the last paragraph hereof shall govern such purchase.~~

~~Each such option herein granted shall be independent of the other, shall be pre-emptive and continuing, and shall be binding upon lessor, lessor's heirs, devisees, legal representatives, successors and assigns. The election by lessee not to purchase said premises in the case of any bona fide offer referred to in (b) above shall not terminate or in any wise affect either of such options but each shall thereafter continue unaffected as set forth in this paragraph.~~

~~Upon receipt of lessee's notice of election to exercise either of the options granted herein, which notice shall be given in accordance with the Notice Clause of this lease, lessor shall immediately deliver to lessee, at lessor's expense, a complete abstract of title or other evidence of title satisfactory to lessee, and shall also furnish, at lessor's expense, an up-to-date survey by a licensed or registered professional engineer or surveyor showing elevation of property and corners marked with concrete monuments, upon receipt of which the lessee shall have a reasonable time in which to examine title, and upon completion of such examination, if title is found satisfactory, and upon tender of the purchase price to lessor, lessor shall promptly deliver to lessee a good and sufficient Warranty Deed conveying the premises to lessee free and clear of all encumbrances (including, but without limiting, any rights of dower or curtesy). All rentals and taxes shall be prorated between grantor and grantee to the date of delivery of the aforesaid deed.~~

~~Lessee's notice of election to purchase pursuant to either of the options granted in this clause shall be sufficient if deposited in the mail addressed to lessor or if sent by telegraph at or before midnight of the day on which the option period expires.~~

~~(11) Application of Option Purchase Price. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee as authorized hereunder, and in event lessee exercises the option to purchase the demised premises, lessee may apply such part of the purchase price as is necessary to (a) completely reimburse itself for such expenditures and (b) pay any other indebtedness of lessor to lessee, together with interest at six per cent.~~

~~(12) Option to Extend Term. (a) The lessor hereby grants to lessee the right and option to extend this lease for two successive five (5) year periods upon the same terms, covenants and conditions as in this lease contained. Notice of lessee's election to exercise either or both of said options shall be by writing, addressed to lessor at least sixty (60) days prior to the expiration of the initial term or the first ~~second~~ option period.~~

~~Lessee shall notify lessor in writing of its election to extend this lease sixty (60) days prior to the date of the expiration of the term of this lease and notice thereof shall be deemed sufficient if given in the manner hereinafter provided.~~

~~(b) If at any time during the term of this lease or any extension or renewal thereof, lessor shall receive a bona fide offer to lease the demised premises for a term to begin subsequent to the present demised term or any extension or renewal thereof, and lessor desires to accept such offer, lessor shall immediately submit to lessee a written copy of such offer with a full disclosure of all terms and provisions thereof and lessee shall have thirty (30) days after receipt thereof in which to elect to lease said premises upon the same terms and provisions contained in such offer.~~

~~(c) In the event lessee is granted an option to extend under the provisions of paragraph (12) (a), it is agreed that if lessee does not in any instance elect to lease said premises in accordance with the provisions of paragraph (12) (b), such failure shall in no way limit or affect lessee's right and option to extend this lease as provided in paragraph (12) (a).~~

~~(13) Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee shall hold over for any reason, the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.~~

~~(14) Assignment and Sub-letting. Lessor consents that lessee may assign or sub-let the premises, provided that lessee shall remain liable to lessor for the performance of all the terms hereof.~~

~~(15) Notice. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if sent by telegraph, or if placed in the United States mails addressed to the lessor at the address shown in this lease. Notices from lessor to lessee shall be sufficient if posted in the United States mails, postage prepaid, addressed to the lessee's place of business as shown in this lease.~~

~~(16) Change in Ownership. No change in ownership, assignment of this lease, or assignment of rentals hereunder shall be binding upon lessee unless and until lessee has been furnished either the original instrument evidencing such transfer, or assignment, or a true copy thereof.~~

~~(17) Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.~~

~~(18) Entirety of Agreement. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in the provisions of this lease.~~

~~(19) Approval and Signing by Lessee. This agreement, whatever the circumstances, shall not be binding on the lessee unless and until approved and signed in its behalf by an Executive Officer, or any of the following employees of the Domestic Sales Department: General Manager, Assistant General Manager, Manager Dealer Sales, Assistant to Management, Manager Real Estate Division, Territorial Manager, Assistant Territorial Manager, or Division Manager.~~

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness:

Witness:

Attest:

Approved as to: Terms

Description

Form

(For Acknowledgments see reverse side)

STATE OF ALABAMA)
COUNTY OF Chilton

I, J. B. Burnett, a Notary Public residing within the County and State aforesaid hereby certify that W. E. Huddleston, whose name is signed to the foregoing instrument and who is known to me acknowledged before me this day that being informed of the contents of the instrument, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this 25th day of May, A.D., 1955.

J. B. Burnett
Notary Public in and for
said County and State

My Commission expires:

7-27-55

RETURN TO
H. F. HARRINGTON
P. O. BOX 2332
HOUSTON 1, TEXAS

STATE OF ALABAMA }
SHELBY COUNTY }
I, L. C. Walker, Judge of Probate hereby certify that the within was
filed in this office for record the 5 day of July, 1955 at 8 o'clock, P. M.
of Deed and recorded in Book 173 and examined 7-6-55
page 497 and the Mortgage Tax of \$ 18.00 has been paid
Deed Tax of \$ 18.00 L. C. Walker
Judge of Probate

Fee \$ 4.00

18.00

22.00 paid

STATE OF ALABAMA, SHELBY COUNTY
I, L. C. Walker, Judge of Probate, hereby certify that the within Deed
was filed for record the 5 day of July, 1955 at 8 o'clock, P. M.
and recorded in Deed Record 173 Page 497 and the Mortgage Tax of
Deed Tax of 18.00 has been paid.

L. C. Walker Judge of Probate