



## Sinclair Refining Company

## LEASE AGREEMENT

THIS AGREEMENT, in duplicate, made and entered into this 4th day of May  
A. D. 19 54, by and between Hulen Southern

of Vincent, Ala., street address RFD #2, Box 41,  
party of the first part, Lessor (whether one or more, and when referred to by pronoun the singular neuter  
gender will be used), and SINCLAIR REFINING COMPANY, a Maine corporation, authorized to transact  
business as a foreign corporation in the State of Alabama, having its principal business  
office at New York, New York, party of the second part, Lessee,

## WITNESSETH:

1. Lessor, 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 sta-  
tion, (including Lessor's 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, situate in the city of Vincent

County of Shelby, and State of Alabama, at No.

Street, (If in the country) 3/4 mile miles

North of the City of COB Ga. Rwy Depot, Vincent on Federal Highway 25

(Insert which direction)

Highway, State of Alabama; said premises

being also known as \_\_\_\_\_;

Being further described as: Located on East side of Highway #25, three fourths (3/4)  
mile North of Central of Georgia Rwy Depot in Vincent, Alabama, fronting  
300' on East side of Highway 25 and extending back East 200' with width  
equal with frontage of 300'. Land owned by O. D. Southern and building  
owned jointly by O. D. Southern and Hulen Southern.

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 Lessor, 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 one year from the 15th day  
of June, A. D. 19 54. Lessor hereby covenants and agrees to place Lessee in  
possession of the demised premises and improvements at the beginning of and for said term. Lessor hereby  
gives and grants to Lessee the exclusive option and privilege of extending this lease from year to year for  
Four (4) successive yearly periods in addition to the one-year term above specified. Lessee  
may exercise its option at the end of the term above specified and at the end of each yearly period by



remaining in possession and by paying the rent as herein provided. Lessee shall have the privilege of terminating this lease at the end of the one-year term above specified or at the end of any succeeding yearly period by giving to Lessor thirty days' prior notice of such termination. Lessor hereby gives and grants to Lessee the additional option and privilege of further extending this lease from month to month after the expiration of the last yearly period for which this lease may be extended as hereinabove provided. This additional option may be exercised by Lessee at the end of the last yearly period above specified by remaining in possession and by paying the rent as herein provided. If Lessee exercises this additional option, either party may thereafter terminate the lease at the end of any month by giving to the other party at least thirty (30) days' written notice of such termination.

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 (1¢) 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 Three-----Dollars (\$3.00), 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 LESSOR DOES HEREBY WAIVE ANY AND ALL CLAIMS FOR RENTAL ACCRUING OR TO ACCRUE HEREUNDER PRIOR TO SAID DATE OF DELIVERY OF GASOLINE. All rentals shall be payable to Hulen Southern, and may be paid by check delivered or mailed to No. RFD #2, Box 41 Street, Vincent (City), Alabama (State), or to such other person or persons as may be designated in writing by Lessor (such writing to be signed by all individuals if more than one join as Lessor).

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

4. Lessor covenants and agrees 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 Lessor; and Lessor hereby warrants and defends to Lessee against the lawful claims of all persons whomsoever the premises and property hereby granted. Lessor further covenants and agrees 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 Lessor adjacent to the premises covered hereby.

5. During the term of this lease Lessor covenants and agrees to pay all general and special taxes and any taxes for water levied and assessed, or charged, against said premises or the property of Lessor situated thereon, or on account of the use or occupancy of any or all thereof; and Lessor shall at its own expense obtain and have issued to and in the name of Lessee, or its nominee, any permit necessary or required to operate and maintain said station.

6. Lessor agrees, at its own expense, to maintain in good condition and repair and suitable for the business purposes of Lessee all the premises, improvements and personal property hereby leased, including driveways and approaches. Lessor further agrees to replace any of the demised improvements or personal property which may be destroyed or damaged beyond repair or otherwise rendered unsuitable for the business purposes of Lessee. In the event Lessor shall fail or refuse to make such repairs or replacements, Lessee may do so and deduct the cost thereof from rentals due or to become due under this lease. 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 Lessor fails 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 Lessor; 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 Lessor shall fail to maintain the premises and improvements in good condition and repair as herein provided.

7. Lessee shall have the right and privilege of erecting, 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 shall be in default in the payment of rentals hereunder, or otherwise, and shall remain in default for a period of thirty (30) days after notice in writing from Lessor to it of such default, Lessor shall have the privilege of terminating this lease and declaring the same at an end, and of repossessing itself of the premises, and Lessor shall have the remedies now provided by law for recovery of rent and repossession of premises in the event Lessee shall remain in default.

10. 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 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.

11. 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 improvements and 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.

12. **THIS AGREEMENT** shall be binding upon and inure to the benefit of Lessor and Lessee and as well the grantees, heirs, executors, administrators, successors and assigns of Lessor, 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 parties 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 Lessor and a representative of Lessee authorized to sign this agreement. Lessor acknowledges 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 alteration, amendment, modification or limitation whatsoever of the terms of this agreement.

**WITNESS** the hands and respective seals of the parties hereto respectively witnessed or attested the day and the year first above written.

Signed, sealed and delivered in the presence of:

L. S. Durr  
E. M. Lewis

Heleen Deubers (SEAL)

(SEAL)

Party of the First Part, Lessor.

SINCLAIR REFINING COMPANY (SEAL)

B. Taylor Smith Manager.

Party of the Second Part, Lessee.

#### LESSOR'S ACKNOWLEDGMENT

STATE OF Alabama

ss.

COUNTY OF Shelby

On this 4th day of May, 1954, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named Lessor, personally known to me, and to me acknowledged that Lessor executed the above and foregoing lease for the uses, purposes and considerations therein expressed, and that the execution of the same was the free and voluntary act and deed of the Lessor, and I further certify, if Lessor is a corporation, it appeared by the officer who signed on its behalf, and such officer to me acknowledged that the execution of said lease was by authority duly granted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and the year last above written.

My Commission expires:

July 28 - 1956

Frances J. Deane

Notary Public.

#### LANDOWNER'S CONSENT

(Must be procured in all instances)

The undersigned, owner (herein referred to in the singular number whether one or more) of the premises hereinabove described, hereby consents to the subletting of same in accordance with the above and foregoing agreement.

WITNESS:

L. S. Durr

B. D. Southern

Owner.

STATE OF ALABAMA, SHELBY COUNTY  
I, L. C. Walker, Judge of Probate, hereby certify that the within lease  
was filed for record the 22 day of Aug 1956, at 1 o'clock P.  
and recorded in Book 182 Page 24, and the Mortgage Tax of  
Deed Tax of .50 has been paid.  
L. C. Walker Judge of Probate