

BOOK 201 PAGE 268

3283 013-5101
LEASE AGREEMENT

Made this 10th day of April, 1959, between

Velma Benson and her husband, E. D. Benson

of Shelby, Alabama

(whether one or more), and THE PURE OIL COMPANY, an Ohio corporation, as Lessee, WITNESSETH:

1. Lessor hereby leases unto Lessee that certain tract or parcel of land, with all buildings, structures, improvements and equipment thereon, situated in the City of Shelby County of Shelby, and State of Alabama described as follows:

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 22, South, Range 1 East, more particularly described as follows: Starting at the Northwest corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 18, thence run South 3 degrees and 30 minutes East along the West boundary of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ 1834.2 feet, thence South 77 degrees 30 minutes east 127.0 feet for a point of beginning of the tract of land herein described; thence run South 4 degrees east 453.2 feet; thence run North 53 degrees and 45 minutes East along right of way of L. & N. Railroad 287.3 feet, thence continue along right of way of railroad North 57 degrees and 15 minutes East 197.6 feet thence run North 26 degrees and 30 minutes West 415 feet thence South 50 degrees and 26 minutes West 319.4 feet to beginning; containing 4.0 acres, more or less, and being situated in Shelby County, Alabama.

2. To have and to hold for the period commencing on the 1st day of November, 1960, and ending on the 31st day of October, 1970, hereinafter referred to as the original term.

W.B. Lessee is hereby granted the option of extending this lease under the same terms and conditions for an additional term commencing on the expiration of the original term and ending on the day of ~~the expiration of the original term~~ by giving Lessor written notice thereof at least thirty (30) days prior to the expiration of the original term.

EPB Lessee is hereby granted the option of cancelling this lease at any time during the original or extended term, by giving Lessor sixty (60) days written notice thereof, and upon such cancellation Lessee shall be released from any further rental payments or other obligations hereunder.

3. Lessee agrees to pay as rent for said premises: Fifty Dollars Per Month (\$50.00) per month, payable in advance on or before the First day of each month.

4. Lessor agrees to maintain the buildings, structures, improvements and equipment hereby leased in good condition and repair.

5. All structures, gasoline tanks, including those which may be underground, pumps, air compressors, and other equipment which may be, or which heretofore have been erected, installed or placed upon said premises by Lessee, or a former Lessee, the title thereto having vested in Lessee, are to remain and be the property of Lessee, and Lessee is to have the right and privilege of removing any and all such property and equipment at any time during the continuance of this lease, and within thirty (30) days thereafter.

6. Lessee shall have the right to paint any buildings and improvements of Lessor upon the leased premises in accordance with the color scheme or combination now or hereafter used by Lessee at its service stations generally.

7. Lessee shall have the right to assign this lease or sublet the premises.

8. If Lessor, at any time during the term of this lease or any extension hereof, receives one or more bona fide offers from third parties to purchase the demised premises, and any such offer is acceptable to Lessor, then Lessor agrees to notify Lessee in writing, giving the name and address of the offeror and the price, terms and conditions of such offer, and Lessee shall have fifteen (15) days from and after the receipt of such notice from Lessor in which to elect to purchase the property for the consideration and on the terms and conditions contained in said bona fide offer. Lessee's failure to so purchase shall not affect this lease.

9. The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for all options herein granted by Lessor to Lessee.

10. Any notices under this lease shall be delivered to Lessor at Shelby, Alabama and to Lessee at Box 156, Birmingham, Alabama or such other address as the parties may from time to time designate in writing. Notice may be given by mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office properly stamped and addressed.

11. This lease cancels and supersedes any other agreement between the parties hereto with reference to the possession of the leased premises by Lessee, but shall not be binding on Lessee unless executed by a duly authorized officer or agent of Lessee.

WITNESS the execution hereof the day and year above first written.
WITNESSES AS TO LESSOR:

J. R. W. W. W.
J. R. W. W. W.

WITNESSES AS TO LESSEE:

J. B. Strawbridge
Charlotte C. Jeter

Velma Benson

E. D. Benson

Velma Benson (Seal)*E. D. Benson* (Seal)

(Seal)

(Seal)

(Lessor)

THE PURE OIL COMPANY (Lessee)

BY *J. J. Herrera* (Authorized Agent)

See Cancellation in Oil Book 250 Page 65

ACKNOWLEDGMENT OF LESSOR

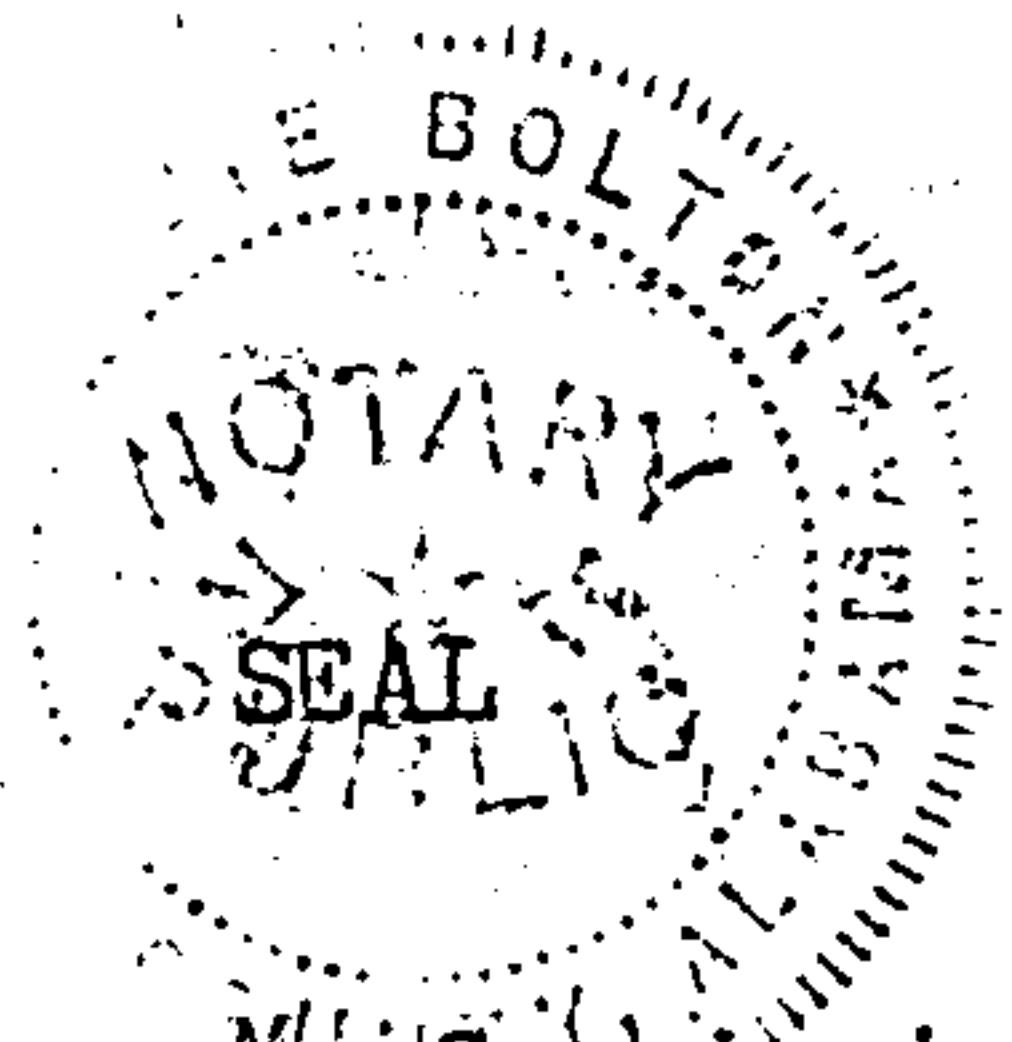
BOOK 201 PAGE 269

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify, that Velma Benson and her husband, E. D. Benson, whose names are signed to the foregoing Lease Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, they each executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of April, 1959.

Ladie Bolton
Title Notary Public



My Commission Expires:
Notary Public, Shelby County, Ala.
My commission expires March 18, 1963
Bonded by Employers Liability Assurance Corporation

ACKNOWLEDGMENT BY AUTHORIZED AGENT

STATE OF ALABAMA
COUNTY OF JEFFERSON } ss

I, the undersigned, a Notary Public in and for said county, do hereby certify that.....

F. G. Shepard personally known to me to be Authorized Agent of THE PURE OIL COMPANY, an Ohio corporation, and personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Authorized Agent he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said THE PURE OIL COMPANY for the uses and purposes therein set forth, and that he was duly authorized to execute and deliver the same as aforesaid.

Given under my hand and official seal this 29th day of April, 1959.

My commission expires:

Notary Public, Jefferson County, Ala.
My commission expires Oct. 10, 1962
Bonded by Employers Liability Assurance Corporation

Shelma Hill
Notary Public

ASSENT OF OWNER OR LIEN HOLDER

In consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned owner of and/or holder of a lien on the premises described herein, having read the foregoing lease agreement, and being familiar with the same, does hereby consent to paragraph numbered 5 thereof, and agrees that all of such equipment and facilities shall remain personal property, and shall be exempt from levy, sale, attachment or distress for any rent or other obligations due or to become due, and that Lessee, its successive successors or assigns, may enter upon said premises with such agents and appliances as it may deem necessary and remove any or all such equipment and facilities at any time without notice or legal process, and said lease shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises.

Witness J R Wood Velma Benson Owner (Seal)
Witness Ed Benson Lien Holder (Seal)

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within lease was filed for record the 18 day of May 1959 at 2 o'clock P. M. and recorded in Book 201 at page 269 and the Mortgage Tax 7.10 has been paid.

Conrad M. Fowler
Judge of Probate

date hereby
was
M.
day
of
Book
201
page
269
paid.
date