



THE PURE OIL COMPANY LEASE AGREEMENT

Made this 19th day of April, 19 65, between

Thomas W. Davis & wife, Mabelene C. Davis

of Valley Dale Road, RFD # 1, Helena, Alabama, as Lessor
(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 RFD, Helene, County of Shelby, and State of Alabama, described as follows:

From the SW corner of Section 30, Township 19, Range 2 West run Easterly along the South Boundary line of Section 30, T.19S, R. 2W for 94.11 feet, more or less, to a point on the East Right of Way line of US, 31 Highway for the point of beginning of the land herein described; Thence continue Easterly along the South Boundary line of Section 30, T.19S, R.2W, for 330.63 feet; Thence turn an angle of 89 Degrees, 35 Minutes to the left and run Northerly 244.51 feet, more or less to a point on the South Right of Way line of Valley Dale Road; Thence turn an angle of 101 Degrees, 48 minutes to the left and run Southwesterly along the South R.O.W. line of Valley Dale Road for 162.40 feet; Thence turn an angle of 02 Degrees, 05 Minutes to the right and continue Southwesterly along the South R.O.W. line of Valley Dale Road for 189.29 feet to the point of intersection of the South R.O.W line of Valley Dale Road and the East R.O.W. line of US 31 Highway; Thence turn an angle of 32 Degrees 04 Minutes to the left and run Southwesterly along the East R.O.W line of US 31 Highway for 99.68 feet, more or less, to the point of intersection of the East R.O.W line of US 31 Highway and the South R.O.W line of Valley Dale Road, Thence turn an angle of 08 Degrees, 10 Minutes to the left and run Southwesterly along the South R.O.W. line of Valley dale Road for 80.07 feet, more or less, to the point of intersection of the South R.O. W. line of Valley dale road and the East R.O.W. line of US 31 Highway; Thence turn an angle of 33 Degrees, 22 Minutes to the left and run Southwesterly along the East R.O.W. line of US 31 Highway for 86.43 feet, more or less, to the point of beginning. This land being a part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 19 ~~East~~ South, Range 2 West, and being 1.472 acres, more or less;

Of the above property, the Store property & Building of about 150 feet square is all intended for use in this lease.

J.W.D.

M.C.D. & W.F.

2. To have and to hold for an original term commencing on the 1st day of June, 19 65, and ending on the 31st day of May, 19 75, and for an extended term of None years from and after the end of said original term. 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: Twenty and no/100 Dollars (\$20.00) per month, payable in advance on or before the 1st 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 RFD #1, Helena, Alabama and to Lessee at P.O. 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:

W. G. Jones
J. P. West

WITNESSES AS TO LESSEE:

J. G. Strawbridge
Pat M. Carby

Thomas W. Davis (SEAL)
Thomas W. Davis

Mabelene C. Davis (SEAL)
Mabelene C. Davis

[Signature] (SEAL)

[Signature] (SEAL)

Lessor
THE PURE OIL COMPANY Lessee
BY *[Signature]* Division Manager,
(Authorized Agent)

ACKNOWLEDGMENT OF LESSOR

THE STATE OF ALABAMA
COUNTY OF SHELBY

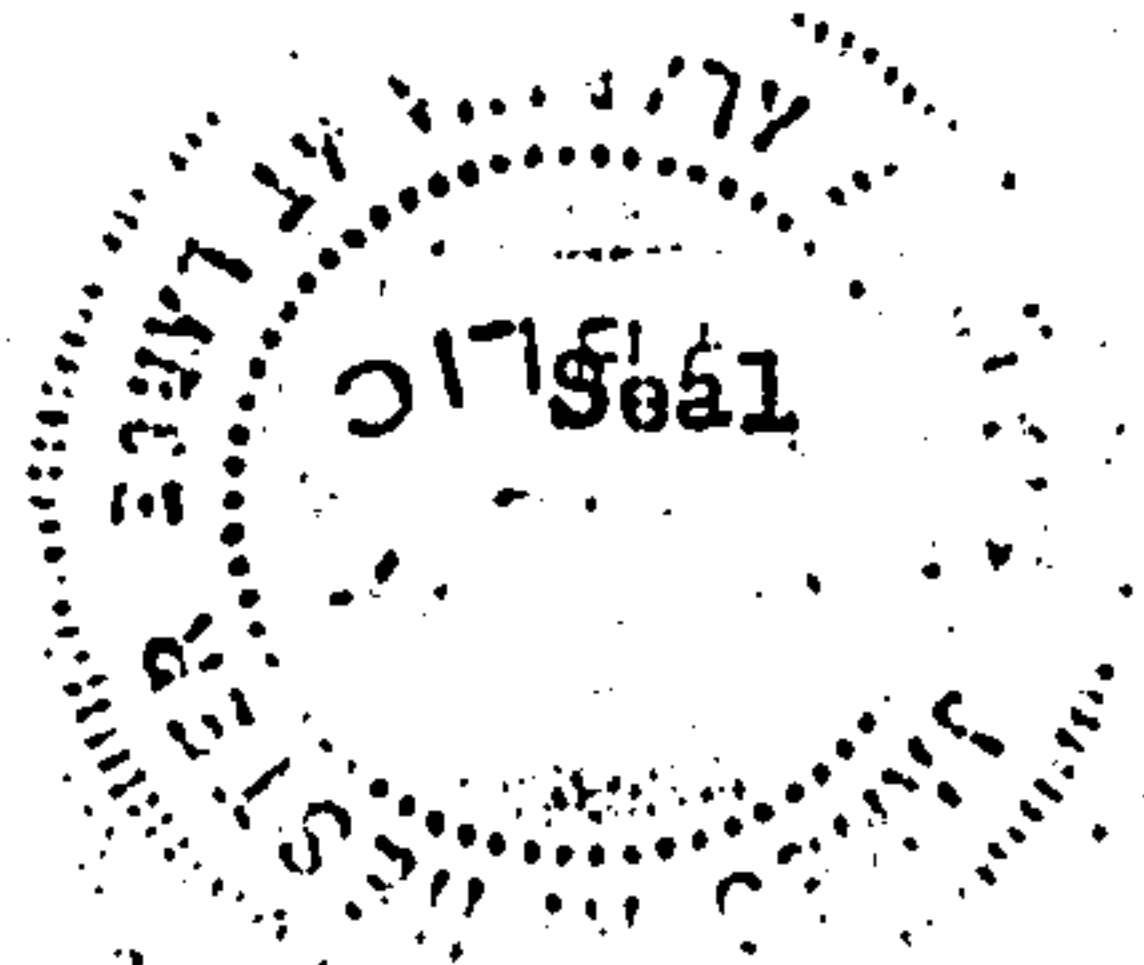
I, the undersigned authoritiy, in and for said county, in said state, hereby certify that Thomas W. Davis & Mabelene C. Davis (his wife), whose names are signed to the foregoing instrument, and who are know to me, acknowledged before me on this day that, being informed of the contents of the instrument, they each executed same voluntarily.

Given under my hand and official seal, this 1st day of MAY, 1965

James A. Kester
Notary Public in and for Shelby
County, Alabama

My commission expires

4-18-69



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 equipments 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 James A. Kester

Thomas W. Davis
Thomas W. Davis
Mabelene C. Davis Owner (Seal)
Mabelene C. Davis

Witness _____

Lien Holder (Seal)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8 MAY
7/23 1965
RECORDED & 3.00 TAX
& 3.00 PD. ON T. _____

Clara M. Kester

ACKNOWLEDGEMENT 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 17th day of May, 1965.

My commission expires:
Notary Public, Jefferson County, Alabama
My commission expires Oct. 4, 1968
Bonded by Employers Liability Assurance Corporation

Thelma Hill
Notary Public

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FILED
156
1965
5-25-65
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