

1962
STATE OF ALABAMA

SHELBY COUNTY

LEASE

THIS AGREEMENT, made in triplicate this 15th day of November, 1965 by and between Melford O. Cleveland, Marcia B. Cleveland, Mrs. Grover L. Cleveland, a widow, Miss Carrie Head, an unmarried woman, and Miss Sarah Head, an unmarried woman, hereinafter called the lessors, and the Acme Partnership Oil Company, a ~~corporation~~, hereinafter called the lessee subject to the following terms and conditions all of which are expressly made material parts hereof:

W I T N E S S E T H

1. That the lessors lease to the lessee, and the lessee hires and rents from the lessors that certain service station site consisting of the filled land, tiled drains, and driveways at the Southeast corner of the intersection of State Highway Number 25 and State Highway Number 8 at Wilton, Alabama. Said site covers an area of approximately one-quarter of an acre more or less.

2. Lessee shall have the right to grade, improve, ditch, drain, and level the said site, and to take any and all other actions thereon which are necessary or desirable for the construction and operation of a first class service station.

3. During the period when the lessee is clearing the said site for the construction of the service station, the lessee shall have the further right to remove brush, earth and debris from the site and onto other land of the lessors as designated by Mrs. Grover L. Cleveland. After the site is cleared, lessee shall not thereafter deposit trash or other wastes on any land of the lessor except the service station site.

4. Lessee agrees to construct and operate a service station on the said site. Such operation is to begin within six months after the beginning date of this lease.

5. Lessee agrees to use reasonable care to maintain the service station and the site in a clean and respectable condition.

6. The term of this lease shall be for ten years commencing November 15, 1965 and ending November 14, 1975. Lessee shall thereafter have an option to renew the lease on the same terms for an additional

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five years until November 14, 1980, and shall thereafter have a second option to renew the lease on the same terms for an additional five years until November 14, 1985.

7. Upon the expiration of the lease, or upon its abandonment prior to its expiration by the lessee, all of the property upon the site except the following becomes the property of the lessors: the gasoline pumps, the air compressor, and the grease rack. The said gasoline pumps, air compressor and grease rack may be removed at the option of the lessee.

8. The rental for this lease shall be at a minimum rate of thirty dollars per month, payable at the end of each month of occupancy. However, should the gasoline and other fuel pumped at the station exceed 6,000 gallons during a month of occupancy the rental shall be at the rate of one-half cent per gallon pumped, payable likewise at the end of each month of occupancy. The first month's rent will become due December 15, 1965.

9. The lessee agrees to pay all costs of collecting, or attempting to collect, any past-due rent under the terms of this lease, including a reasonable attorney's fee.

10. Lessors shall have the right to travel across the service station site with vehicles in order to reach their other land and cattle lot. Such travel shall be at times and under conditions convenient to the lessee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals in triplicate this 15th day of November, 1965.

Witnesses

Marcia F. Steiner

Charlotte F. Widge

Melford O. Cleveland

Esther H. Barrett

Betty D. Hall

Carrie B. Head

Betty D. Hall

Carrie B. Head

Aildie B. Head

Garrick Head

Acme Oil Co.

Robert F. Cochran

Robert F. Cochran

Melford O. Cleveland
Melford O. Cleveland, Lessor

Marcia B. Cleveland
Marcia B. Cleveland, Lessor

Mrs. Grover L. Cleveland
Mrs. Grover L. Cleveland, Lessor

Carrie Head
Miss Carrie Head, Lessor

Sarah Head
Miss Sarah Head, Lessor

Acme Oil Co.
Acme Oil Company, incorporated by
Robert F. Cochran President Partner
Robert F. Cochran Lessee
Robert F. Cochran Partner

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 12/15/65
RECORDED & INDEXED
BY 300
PD. CH. T.

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