

4393

SIGN AGREEMENT

THIS AGREEMENT, made this 1st day of September, 1965, between Joel Elvin Green and wife Willie Mae B. Green of P.O. Box 173, Calera, Alabama (hereinafter referred to as "Lessor", whether one or more) and PURE OIL COMPANY, a Division of Union Oil Company of California, a California corporation (hereinafter referred to as "Lessee"):

W I T N E S S E T H:

WHEREAS, Lessor is the owner of that certain tract or parcel of land situated in RFD, Calera, County of Shelby, and State of Alabama, described as follows:

A lot in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of S. 22, T. 22, S., R2 W., described as follows: Commence at the NE corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of S. 22 and run West along the north line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 287.58 feet to the Southeast R.O.W. line of existing former Highway 25; thence turn an angle of 36 deg. 13' to the left and run along the Southeast right of way line of existing former Highway 25, a distance of 281.35 feet to the West right of way line of a proposed State Highway, County road re-location; said point being the point of beginning of lot herein described; thence turn an angle of 61 deg. 42' to the left and run along the West line of said proposed State Highway County road re-location, a distance of 221.0 feet; thence turn an angle of 79 deg. 57' to the right and run 173.15 feet along North line of O. C. Farris lot; to the East right of way line of Federal Highway No. 65; thence turn an angle of 93 deg. 38' to the right and run along the East right of way line of said Federal Highway a distance of 151.50 feet to the Southeast right of way line of existing former Highway 25; thence turn an angle of 68 deg. 07' to the right and run along the Southeast right of way line of existing former Highway 25 for 212.82 feet to point of beginning.

(hereinafter referred to as "Lessor's Premises"), and

WHEREAS, Lessee desires to lease a portion of the above described Lessor's Premises and secure easement for the purpose of erecting a sign advertising Lessee's Service Station located on premises across said State Highway County road re-location described above from Lessor's Premises, more fully described as follows:

A lot in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of S. 22, T. 22, S., R 2. W., described as follows: Commence at the NE corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of S. 22 and run West along the north line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 287.58 feet to the Southeast R.O.W. line of existing former Highway 25; thence turn an angle of 36 deg. 13' to the left and run along the Southeast right of way line of existing former Highway 25, a distance of 281.35 feet to the West right of way line of a proposed State Highway, County road re-location; said point being the point of beginning of lot herein described; thence turn an angle of 61 deg. 42' to the left and run along the west line of said proposed State Highway County road re-location, a distance of 221.0 feet; thence turn an angle of 79 deg. 57' to the right and run 173.15 feet along North line of O. C. Farris lot; to the East right-of-way line of Federal Highway No. 65; said point being the point of beginning of parcel of land herein described; thence turn an angle of 93 deg. 38' to the right and run along the east right of way line of said Federal Highway a distance of 25.0 feet

to a point; thence turn right and run parallel to the O. C. Farris north lot line 50.0 feet to a point; thence turn right and run 25.0 feet to the O. C. Farris north lot line; thence turn right and run along the O. C. Farris north lot line 50.0 feet to the point of beginning, shown as hatched area on Drawing marked "Exhibit A", which is attached hereto and made a part hereof.

Together with an easement over a 10.0 foot strip of adjacent property for entrance and exit to the above described property and installation of overhead electrical lines to said property as also shown as cross hatched area on said drawing marked "Exhibit A" and made a part hereof.

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor hereby leases and lets unto Lessee that portion of Lessor's Premises, together with easement described above and as shown on the Drawing marked Exhibit "A", which is attached hereto and made a part hereof for the purpose of erecting the Sign.

2. To have and to hold the same unto the Lessee for a period of ten (10) years commencing on the first day of September, 1965, and ending on the thirty first day of August, 1975 (hereinafter referred to as the "Original Term").

Lessee is hereby granted the option of extending this lease for an additional period of ten (10) years commencing on the first (1st) day of September, 1975, and ending on the thirty first (31st) day of August, 1985, under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the original term.

Lessee is hereby granted the further option of extending this lease for an additional period of ten (10) years commencing on the first (1st) day of September, 1985, and ending on the thirty first (31st) day of August, 1995, under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the first extended term.

3. Lessee agrees to pay as rent for said Premises the sum of Seven and 50/100 (\$7.50) dollars per year to be due and payable on or before the first day of September of each year.

4. Lessor hereby grants Lessee the right to enter upon Lessor's Premises from time to time for the purpose of maintaining and repairing the Sign.

100-241-000-000

5. Lessee shall have the right to terminate and cancel this Lease by giving Lessor written notice of such cancellation at least one (1) year prior to the effective date of such cancellation.

IN WITNESS WHEREOF, the parties have caused the due execution of this agreement in duplicate on the day and year first above written.

WITNESSES AS TO LESSOR:

[Signature]

Joel Elvin Green (Seal)
Joel (Lessor) Elvin Green

Willie Mae B. Green (Seal)
Willie Mae B. Green

WITNESSES AS TO LESSEE:

[Signature]

PURE OIL COMPANY, A Division of
Union Oil Company of California
(Lessee)

By [Signature]
Vice President
Union Oil Company of California

ACKNOWLEDGMENT OF LESSOR

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, in and for said county, in said state, hereby certify that Joel Elvin Green and wife Willie Mae B. Green, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they each executed the same voluntarily.

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

SEAL

My commission expires:

4/18/69

James P. [Signature]
Notary Public in and for Shelby
County, Alabama

ACKNOWLEDGMENT OF LESSEE

STATE OF ILLINOIS
COUNTY OF Cook

ON THIS 13th day of October, 1965, before me appeared J. J. [Signature] and [Signature] to me personally known, who, being by me duly sworn did say that they are the Vice President and Assistant Secretary of UNION OIL COMPANY OF CALIFORNIA, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors and said [Signature] acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and official seal this 13th day of October, 1965.

Helene V. Ramm
Notary Public in and for
Cook County, Illinois

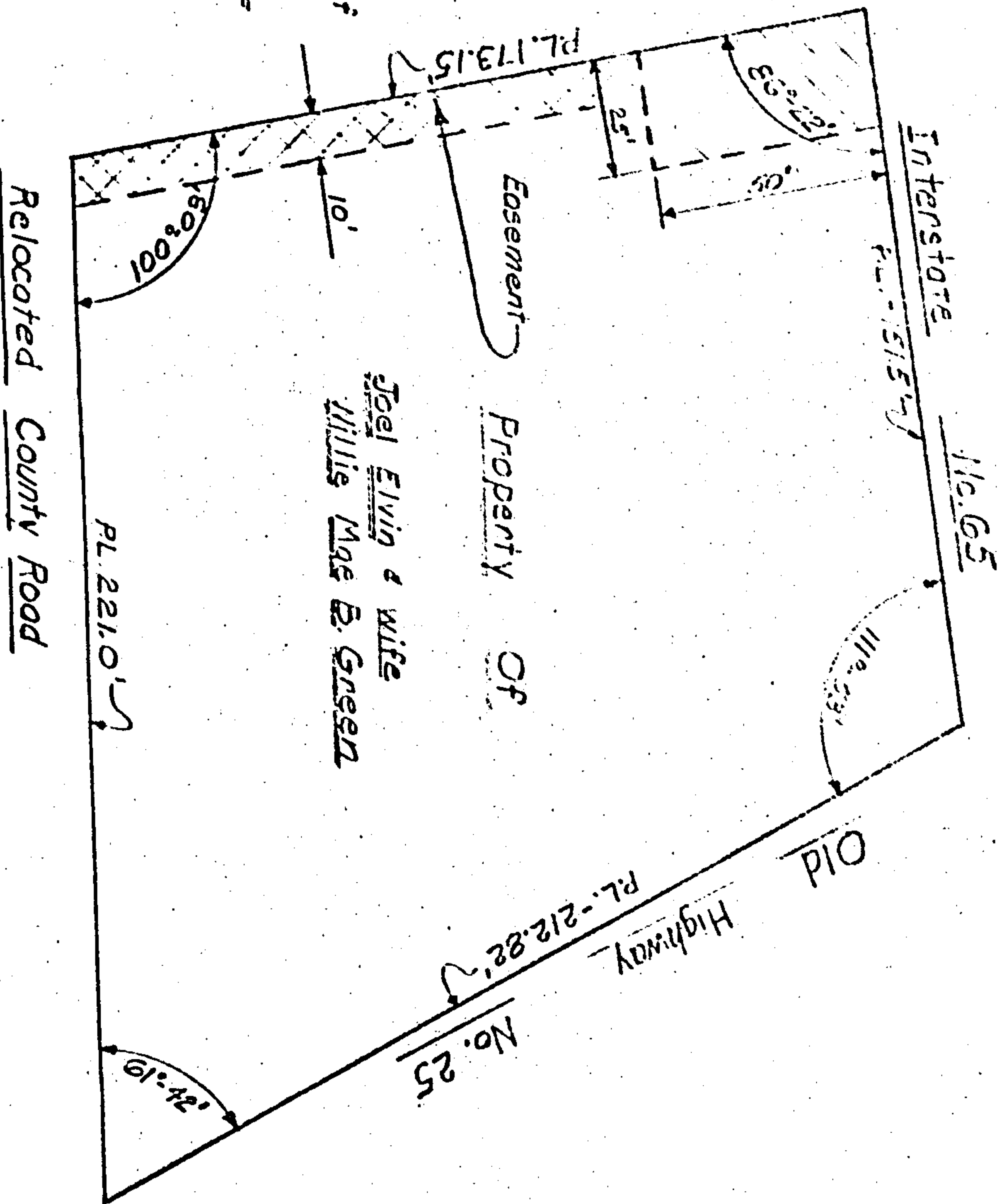
My commission expires:

HELENE V. RAMM
NOTARY PUBLIC, Cook County, Illinois
My commission expires May 8, 1968

AK

EXHIBIT "A"
 To Lease Agreement Dated _____, 1966, Between Joel
 Elvin & wife Mae E. Green, And The Pure Oil Company
 A Division Of Union Oil Company Of California.

4393



STATE OF ALA. SHELBY CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED ON 8 AM
 4-1 1966
 RECORDED & \$ 100.00 TAX
 & \$ 50.00 FEE HAS BEEN
 PD. C. 1. 100.00

W. J. J. J. J.
 JUDGE OF PROBATE

BOOK 241 PAGE 554