STATE OF ALABAMA
SHELBY COUNTY

3484

17.00

LEASE AGREEMENT

This lease made this / day of July, 1967, by and between Dorothy Jean Street and Benjamin Street, hereinafter called Leasors, and Chilton Butane Gas, Inc., hereinafter called Lessee:

witnesseth, that the Leasors do hereby rent and lease unto the Lessee the following described land located in Shelby County on Route 1, Helena, Alabama, more particularly described as follows: 210 feet of road frontage along the Cahaba Valley Road immediately adjacent to the Alabama Power Substation, containing one acre of land more or less for use and occupation by the Lessee in the butane and other related fuels industry, for and during the term of five years, to-wit: from the first day of August 1967 to the first day of August, 1972 and covenant to keep the Lessee in possession of the premises during stated term.

In consideration whereof, the Lessee agrees to pay the Leasors the sum of \$400.00 per year on the first day of August, 1967, in advance.

- 1. Should the Lessee fail to pay the yearly rent as it becomes due or violate any other condition of this lease the Leasors shall then have the right at their option to re-enter on said property and annul this lease.
- 2. It is agreed between the parties to this lease that the Lessee shall have the option to renew said lease for an additional period of five years at a yearly rent which shall not exceed an increase of more than 20 per cent of the yearly rent paid for the first term. The Lessee shall exercise its option to renew within 60 days from the expiration of the first term.
- 3. The parties to this agreement further agree that upon termination of this lease agreement, the Lessee shall have the right to remove any improvements made by the Lessee during the term of said lease.

5. It is expressly understood and agreed by and between the parties that this lease shall not be assignable to any individual, partnership, or corporation whereby by the terms of said assignment the character and nature of such business use, for which the property is leased, would change or in any way be altered.

In the event of the employment of an attorney by the Leasors or Lessee due to violations of any of the conditions of this lease by the Leasors of Lessee, it is agreed by the parties to this agreement that the party who shall be deemed in violation of any condition shall be responsible for the payment of a reasonable attorney's fee for the enforcement or any conditions of said lease.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the $\frac{140}{3}$ day of July, 1967.

DOROTAL JEAN STREET

BENJAMIN STREET

CHILTON BUTANE GAS. INC.

Attest:

Secretary

BY:

PRESIDENT

STATE OF ALABAMA JEFFERSON COUNTY

I, George Milton Higginbotham, a Notary Public in and for said County, in said State, hereby certify that Benjamin Street and Dorothy Jean Street, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

intarily on the day the same bears date.

> Given under my hand and official seal this the 44 day of July,

1967

Notary Public

STATE OF ALABAMA]
JEFFERSON COUNTY]

I, George M. Higginbotham, a Notary Public in and for said

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County in said State, hereby certify that Gilbert L. Braden, whose name as the President of Chilton Butane Gas, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the $\frac{14^{16}}{1}$ day of July, 1967.

Novge Milh Higginhal _____ Notary Rublic