

9036-888-8168

LEASE AGREEMENT

Pure Oil Division  
Union Oil Company of California



Made this 23rd day of September, 19 69, between  
T. J. Wakefield

of RFD 2, Highway 25, Calera, Alabama, as Lessor  
(whether one or more), and PURE OIL DIVISION, UNION OIL COMPANY OF CALIFORNIA, a California 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 Calera, County of Shelby,  
and State of Alabama, described as follows:

All that part of SW $\frac{1}{4}$  of SE $\frac{1}{4}$  lying on NW  
Side of Southern R.R. and on West side of Road leading from the Southern R.R. to  
Columbiana and Montevallo Road; all in Section 12 and all that part of NE $\frac{1}{4}$  of NW $\frac{1}{4}$   
of Section 13 which lies on NW side of Southern R.R. and on South Side of Columbiana  
and Montevallo Public Road. All in Township 22, Range 2 West.

2. To have and to hold for an original term of Five ( 5 ) years commencing on the 23rd  
day of September, 19 69, and for an extended term of Five ( 5 ) years from and after the end of  
said original term. Lessee is hereby granted the right and option of cancelling this lease at any time during the original or extended  
term, by giving Lessor sixty (60) days advance written notice thereof, and upon such cancellation, Lessee shall be released from any  
further rental payments and other obligations hereunder.

3. Lessee agrees to pay as rent for said premises: Fifty and NO/100-----Dollars  
(\$50.00) 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 leased 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 thirty (30) 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 P.O. Box 3616, Birmingham, Alabama  
and to Lessee at Calera, 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. The leased premises have this date been subleased to Lessor herein and anyone dealing with said premises is charged with  
knowledge of said sublease and its provisions.

12. This lease 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:

Murphy Stinson

T J Wakefield (SEAL)  
T. J. Wakefield (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
Lessor (SEAL)

WITNESSES AS TO LESSEE:

Madeline Massey

Pure Oil Division  
Union Oil Company of California (Lessee)

BY R. B. King  
R. B. King, Div. Retail Sales Mgr.

See cancellation of lease copy Mr. B.R. 16 Proj 206 7-23-76

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ACKNOWLEDGMENT OF LESSOR

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, in and for said County, in said State, hereby certify that T. J. Wakefield, who's name is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, he executed the same voluntarily on the day the same bears date.

Given, under my hand and official seal this 2nd day of October, 1969.

Mary F. Farmer  
(Notary Public)

SEAL  
My Commission Expires:

11/1/72

STATE OF ALA. SHELBY COUNTY  
NOTARY PUBLIC  
1971 OCT 28  
REC. BK. & PAGE AS SHOWN  
JUDGE OF THE  
Deed T-108  
U.C.C. FILE NUMBER  
C.C. FILE NUMBER

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 \_\_\_\_\_ Owner (Seal)  
Witness \_\_\_\_\_ Lien Holder (Seal)

ACKNOWLEDGMENT OF LESSEE

STATE OF ALABAMA  
COUNTY OF JEFFERSON

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

R. B. King personally known to me to be Retail Sales Manager PURE OIL DIVISION, UNION OIL COMPANY OF CALIFORNIA, a California 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 Retail Sales Manager he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said PURE OIL DIVISION, UNION OIL COMPANY OF CALIFORNIA 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 6 day of October, 1969.

Jane Helm  
Notary Public

My commission expires: Notary Public, Jefferson County, Ala.  
My commission expires Feb. 26, 1972  
Bonded by Home Indemnity Co. of N. Y.

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