

# Lease Agreement

9036-807-P/71

Union 76 Division

Union Oil Company of California



Made this 1st day of May, 19 70, between

Charlie Sparks & Hazel Sparks (wife)

of Route 1 Maylene, Alabama 35114, as Lessor  
(whether one or more), and UNION 76 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 County of~~ Rt. 1 Maylene, County of Shelby and State of Alabama, described as follows:

Beginning at the SE corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, Township 20 South, Range 4 West, run East along South line of said SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , a distance of 755.64 feet to the SE right of way boundary of South Southern Railway for point of beginning. Continue along course a distance of the 421.74 feet to the West right of way boundary of County Road, turn left and angle of 65° 55' - 45" and run along the chord of an acre of said right of way, a distance of 372.1 feet to the intersection of said right of way with railway right of way. Said acre of right of way beginning the property line. Turn left and angle of 144° 42' - 45" along the railway right of way a distance of 666.58 feet to point of beginning. Beginning in the SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 12, Township 20 South, Range 4 West, Shelby County, Alabama.

2. To have and to hold for an original term of Five ( 5 ) years commencing on the 1st day of May, 19 70, 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 First 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 Route 1 Maylene, Alabama and to Lessee at P.O. Box 156 Birmingham, Alabama 35202, 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:

Charlie Sparks  
Hazel Sparks

Charlie Sparks (SEAL)

Charlie Sparks (SEAL)

Hazel Sparks (SEAL)

Hazel Sparks (SEAL)  
Lessor

WITNESSES AS TO LESSEE:

Madeline Massey

Union 76 Division

Union Oil Company of California (Lessee)

BY R. B. King Title Retail Sales Mgr.

See Release Memo, Bk. 80 page 611 (5/3/79)

BOOK 202 PAGE 629

1977

Union Oil Co  
Exd 156  
Shelby Ala

ACKNOWLEDGMENT OF LESSOR

The State of Alabama)  
County of Shelby )

I, the undersigned authority, in and for said county, in said state, hereby certify that Charlie Sparks and Hazel Sparks (his wife), 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 30 day of April, 1970.

My commission expires:

3-3-73

Sumner W. Langley  
Notary Public in and for Shelby  
County, Alabama

(SEAL)

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)

STATE OF ALABAMA  
INSTRUMENT NO. 156  
1970 APR 16 3:50 PM  
U.C. FILE NO. 156  
REC. EX. & FRO. NO. 156  
JUL 26 1970

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, UNION 76 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 UNION 76 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 7 day of May, 1970.

Jane Helm  
Notary Public

SEAL

My commission expires:

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

2.50  
1.45  
3.95

Need dry