

Lease Agreement

9036-866

Union 76 Division  
Union Oil Company of California



4165

Made this 8th day of July, 19 70, between  
Cecil L. Allen & Evelyn Allen, wife  
1751 1st Avenue East

of Alabaster, Alabama 35007, 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 City of Alabaster, County of Shelby, and State of Alabama, described as follows:

Commence at the NW corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 34, Township 20, Range 3 West and run thence in an easterly direction along the south side of 1st Avenue West a distance of 90 feet; thence in a southerly direction a distance of 100 feet; thence in a westerly direction a distance of 90 feet; thence in a northerly direction a distance of 100 feet to point of beginning.

2. To have and to hold for an original term of Five ( 5 ) years commencing on the 1st day of August, 19 70, and for an extended term of None ( 0 ) 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 Ninety-two and no/100 Dollars (\$ 92.00 ) 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 1751 1st Ave. E., Alabaster, Alabama and to Lessee at P.O. Box 3616 Birmingham, Alabama 35211, 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:

William G. McDaniel  
James H. Shaw

Cecil L. Allen (SEAL)  
Cecil L. Allen (SEAL)  
Evelyn Allen (SEAL)  
Evelyn Allen (SEAL)  
Lessor

WITNESSES AS TO LESSEE:

Maddene Murrey

Union 76 Division  
Union Oil Company of California (Lessee)

BY R. B. King, Sr.  
Retail Sales Manager

See Release of Lease Note Bk 30 Pg 521 (4-26-79)

782  
PAGE  
BOOK 263

ACKNOWLEDGMENT OF LESSOR

The State of Alabama)

County of Shelby)

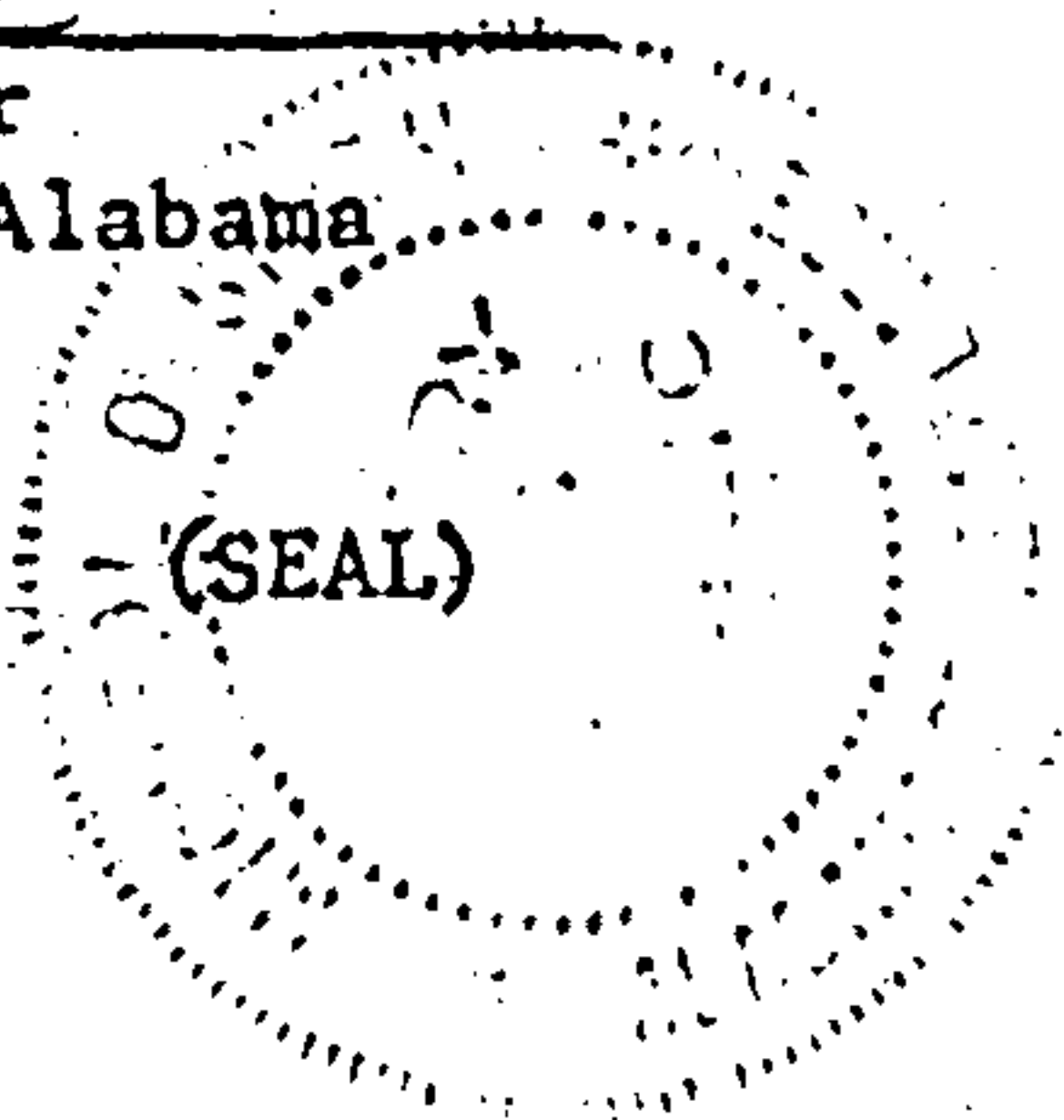
I, the undersigned authority, in and for said county, in said state, hereby certify that Cecil L. Allen and Evelyn Allen (his wife), whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they each executed the same voluntarily.

Given under my hand and official seal, this 23 day of July, 1970.

My commission expires:

3/1/71

Michael D. Smith  
Notary Public in and for  
Shelby County, Alabama



ASSENT OF OWNER OR LIEN HOLDER

4183

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 \_\_\_\_\_

Witness \_\_\_\_\_

Owner (Seal) \_\_\_\_\_

Holder (Seal) \_\_\_\_\_

REC-111  
JUL 24 1970  
7:22 AM  
LIBRARY  
THIS  
FILE

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 21st day of July, 1970.

Madeline Massey  
Notary Public

SEAL

My commission expires:

Notary Public, Jefferson State, Alabama  
My commission expires July 1, 1971  
Bonded by Home Indemnity Co. of N.Y.

783  
BECK 263

Union Oil Co  
Paid 152  
Shelby Ala  
4.00  
4.45  
5.45