

Lease Agreement

9036-876

Union 76 Division
Union Oil Company of California



Made this 28th day of December, 19 70, between
Grover O'Neal Seale & wife Eloise Seale
Route #2

of Wilsonville, Alabama, 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 Wilsonville, County of Shelby, and State of Alabama, described as follows:

Commence at the Northwest corner of Section 8, Township 21 South, Range 1 East, and run South along the west line of said section a distance of 550.47 feet to a point on the Southeast right-of-way line of Alabama Highway #25, thence run North 79° 30' East along the said right-of-way line a distance of 700 feet to the point of beginning; thence continue along said right-of-way line a distance of 125 feet; thence turn an angle of 90° to the right and run a distance of 100 feet to a point; thence turn an angle of 90° to the right and run a distance of 125 feet to a point; thence turn an angle of 90° to the right and run a distance of 100 feet to the point of beginning.

Said parcel of land is lying in the NW¼ of NW¼, Section 8, Township 21 South, Range 1 East, Shelby County, Alabama and contains 0.29 acres, more or less.

2. To have and to hold for an original term of Five (5) years commencing on the 15th day of January, 19 71, 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 Sixty and no/100 Dollars (\$ 60.00) 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 Rt. #2, Wilsonville, Alabama 35186 and to Lessee at P.O. Box 3616 Birmingham, Ala. 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:

[Signature]

WITNESSES AS TO LESSEE:

[Signature]

Grover O'Neal Seale (SEAL)
Grover O'Neal Seale (SEAL)
Eloise Seale (SEAL)
Eloise Seale (SEAL)
Lessor

Union 76 Division
Union Oil Company of California (Lessee)
BY [Signature]
R. B. King, Sr. Title Retail Sales Manager

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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 Grover O'Neal Seale and Eloise Seale (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 9 day of January, 1970.

My commission expires:

11/1/72

Mary F Farmer
Notary Public in and for State of Alabama
County, Alabama at Large

(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)

1887

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 11th day of January, 1971.

Madeline Massey
Notary Public

My commission expires:

Notary Public, Alabama State at Large
My commission expires June 24, 1974
Bonded by Home Indemnity Co. of N. Y.

9:38

BOOK 205

Union Oil Co.
P O Box 1-52
Blaine Ala

STIFF BEAL & SULLIVAN CO.
INSTRUMENT/ASSISTANT
JAN 11 1971
J.C. FILE NUMBER OR
BOOK & PAGE AS SHOWN ABOVE
JAN 11 1971
JAN 11 1971