

Lease Agreement

Union 76 Division
Union Oil Company of California



Made this 10th day of May, 1971, between

Ida Mae Bishop (A Widow)

Route #1

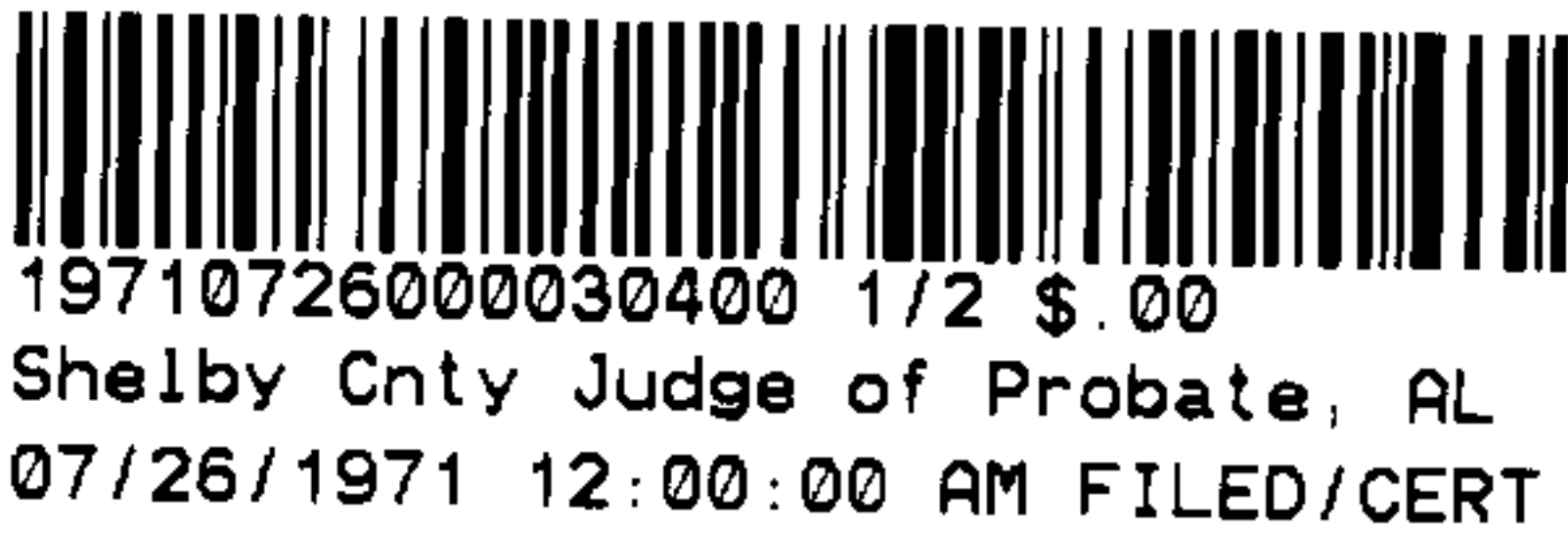
of Helena, Alabama 35080
(whether one or more), and UNION 76 DIVISION, UNION OIL COMPANY OF CALIFORNIA, a California corporation, as Lessee,

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

Commence at the Southeast corner of NE 1/4 of NE 1/4, Section 28, Township 19 South, Range 2 West, and run North along the East line of said 1/4 section (fence line) a distance of 256.0 feet more or less to the point of beginning; thence continue along said line a distance of 96.64 feet to a point on the Southeast 40 foot right-of-way line of State Highway 119; thence run southeasterly along said right-of-way line a distance of 120.0 feet to a point; thence turn an angle of 90 degrees to the left and run a distance of 90.0 feet to a point; thence turn an angle of 90 degrees to the left and run a distance of 84.79 feet to the point of beginning.

Said parcel of land is situated in the NE 1/4 of NE 1/4, Section 28, Township 19 South, Range 2 West, and contains 0.21 acres, more or less. In Shelby County, Alabama.



2. To have and to hold for an original term of Five (5) years commencing on the 1st day of May, 1971, 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 Fourteen and 25/100 Dollars (\$14.25) 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, Helena, Alabama 35080 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:

Murphy Stinson

Ida Mae Bishop (A Widow) (SEAL)

(SEAL)

Lessor (SEAL)

WITNESSES AS TO LESSEE:

Union 76 Division
Union Oil Company of California (Lessee)

Madeline Massey

See lease agree assign Miss BL 16 page 214 7-27-76

BOOK 269 PAGE 55

Union Co
Box 15
Bham

19710726000030400 2/2 \$.00
Shelby Cnty Judge of Probate, AL
07/26/1971 12:00:00 AM FILED/CERT

Given under my hand and official seal, this 6th day of July, 1971.

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

(SEAL)

$$\begin{array}{r} 11.00 \\ 1.95 \\ \hline 2.95 \end{array}$$

Witness _____

Witness _____

_____ Owner (Seal)

_____ Lien Holder (Seal)

STANDARD SHILBY CO.
ATTY THIS
IN FNT WAS FE
Recd 8/26/10
JUL 26 AM 10:20
U.S. THE HUNGER OR
REC ENO AS SHOWN ABOVE
not finished
PAGE OF PAGES

Given under my hand and official seal this 6th day of July, 1971.

Madalene Grancey
Notary Public

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