



2458

Made this 17th day of November, 19 72, between  
Lloyd A. Blackerby & wife Virginia Blackerby  
Route #1

of Chelsea, 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 Chelsea, County of Shelby, and State of Alabama, described as follows: Commence at Northeast corner of NE  $\frac{1}{4}$  of

SE  $\frac{1}{4}$ , Section 34, Township 19 South, Range 1 West, and run west along the North boundary line of Said  $\frac{1}{4}$   $\frac{1}{4}$  Section a distance of 50.0 feet to a point on the center line of project CP 1-164 at station 11+95 (Liberty Church); thence run South 48 degrees 45 minutes West along said center line a distance of 179.0 feet to a point at P. T. Station 10+61.2; thence run southwesterly along said center line along a 4 degree curve to the left a distance of 314.6 feet to a point at P. C. Station 7+01.6; thence run South 36 degrees 10 minutes West along said center line a distance of 71.2 feet to a point at P. T. Station 6+30.4; thence run Southwesterly along said center line along a 10 degree curve to the right a distance of 268.3 feet to a point at P. C. Station 3+62.1; thence run South 63 degrees 00 minutes West along said center line a distance of 417.0 feet to a point on the Southwest 40 foot right of way line of Shelby County Highway #47; thence run Southeasterly along said 40 foot right of way line a distance of 325.0 feet to the point of beginning; thence continue Southeasterly along said 40 foot right of way line a distance of 100.0 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 60.0 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 100.0 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 60.0 feet to the point of beginning.

Said parcel of land is situated in the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ , Section 34, Township 19 South, Range 1 West, Shelby County, Alabama and contains 0.14 acres, more or less.

2. To have and to hold for an original term of Five ( 5 ) years commencing on the 1st day of December, 19 72, 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 Onehundred and no/100 Dollars (\$ 100.00 ) 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. #1, Chelsea, Alabama 35403 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

WITNESSES AS TO LESSEE:

Madeline Hogan

Lloyd A Blackerby (SEAL)  
Lloyd A. Blackerby (SEAL)  
Virginia Blackerby (SEAL)  
Virginia Blackerby (SEAL)  
Lessor

Union 76 Division  
Union Oil Company of California ( Lessee)  
BY F. A. Thompson  
F. A. Thompson Title Retail Sales Manager

19730118000002360 2/2 \$.00  
Shelby Cnty Judge of Probate, AL  
01/18/1973 12:00:00 AM FILED/CERT

Unionville  
4750 Blvd 156  
Phon 35007

The State of Alabama) )  
County of Shelby )

I, the undersigned authority, in and for said county, in said state, herby certify that Lloyd A. Blackerby and Virginia Blackerby (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 21<sup>st</sup> day of November, 1972.

My commission expires:

11/1/76

Mary F. Farmer  
Notary Public in and for Shelby  
County, Alabama  
State of Alabama at Large  
(SEAL)

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 [Signature]

Witness \_\_\_\_\_

Lloyd A. Blackney Owner (Seal)  
Lien Holder (Seal)

STATE OF ALABAMA  
COUNTY OF JEFFERSON

1, the undersigned, a Notary Public in and for said county, do hereby certify that  
F. A. THOMPSON, 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 29<sup>th</sup> day of November, 1972.

Notary Public, Alabama **SEAL** of Office  
My commission expires June 25, 1974  
Bonded by Republic Indemnity Co. of N. Y.

My commission expires:

Madalene Massey  
Notary Public  
nee: Madalene Hogan