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lawful claims of all persons whomsoever the premises and property hereby granted. Lessor further covenants and agrees that, without lessee's consent, it will not use or permit to be used for the storage, sale, distribution, or advertisement of petroleum products any premises owned or controlled by lessor adjacent to the premises covered hereby.

During the term of this lease the lessor covenants and agrees to pay all general and special taxes and any taxes for water levied and assessed, or charged, against said premises or the property of lessor situated thereon, or on account of the use of occupancy of any or all thereof; and lessor shall at its own expense obtain and have issued to and in the name of the lessee, or its nominee, any permit necessary or required to operate and maintain said station.

Lessor shall, at its own cost, maintain in good condition and repair the improvements and personal property hereby leased. Should said properties be destroyed, or be so damaged by fire or other casualty as to become untenable, lessor shall have sixty (60) days within which to rebuild or replace said properties. In the event lessor shall fail or refuse so to do, lessee may terminate this lease. Rentals hereunder shall be abated during such time as lessor shall fail to so maintain and repair such improvements and personal property, and/or said premises shall be untenable.

Lessee shall have the right and privilege of erecting, placing, constructing, equipping, maintaining and operating on the demised premises and in connection with said station any and all structures, improvements, appliances, containers and conveyors of what soever kind, on, under and above the ground, it may desire to use or may require in operating, transaction, carrying on and conducting on said premises its business of storing, distributing and marketing products of refined petroleum. Any installation heretofore or hereafter made by lessee of its equipment, of its signs advertising its business, or of any of its property upon said premises shall be conclusive evidence of lessee's entry into possession of said premises under the terms of the within lease.

Lessee shall have the right to make proper connections with any and all water-, gas-, and sewer-lines and -pipes on the demised premises, and may continue the use and service thereof during the term of this lease.

In the event lessee shall be in default in the payment of rentals hereunder, or otherwise, and shall remain in default for a period of thirty (30) days after notice in writing from lessor to it of such default, lessor shall have the privilege of terminating this lease and declaring the same at an end, and of repossessing itself of the premises, and lessor shall have the remedies now provided by law for recovery of rent and repossession of premises in the event lessee shall remain in default.

In the event lessee is unable to obtain all permits and permissions necessary to install, operate and maintain on the leased premises the necessary buildings and equipment for conducting its business as herein provided, or if at any time hereafter Lessee is prevented by operation of law from using said station and premises for the purposes aforesaid, then and in any of said events Lessee may, at its option, cancel this lease and be relieved of any further liability hereunder.

On the termination of this lease by lapse of time or otherwise, Lessee may, at its option and at its own expense, remove from the demised premises any and all improvements and equipment of whatsoever nature placed or owned by it on the demised premises, whether affixed to the premises or located, in, on or under the same, or not, and after such removal shall restore the surface of the ground to its uniform level and even condition, free from all excavations and from debris.

This agreement shall be binding upon and inure to the benefit of Lessor and Lessee and as well the grantees, heirs, executors, administrators, successors and assigns of Lessor and the successors and assigns of Lessee. Lessee shall have the right to assign this lease or sublet the premises or any part thereof, or allow third parties to occupy and use the same.

Witness the hands and respective seals of the parties hereto respectively witnessed or attested the day and the year first above written.

Signed, sealed and delivered in the presence of:

C. F. McCullough

W. J. Farr.

J. E. Rosamond (SEAL)

Party of the First Part, Lessor.

Sinclair Refining Company (SEAL)

BY: A. F. Buck, District Manager,
Party of the Second Part, Lessee.
District Manager

Per: F. E. Slack. Chief Clerk.

(OVER)