

LEASE

This Lease, made this 25<sup>th</sup> day of November 1925, by and between Ernest R. Hoffman and Eva Hoffman, his wife whose address is 6026 Millers Road Omaha, Nebraska Lessor, and STANDARD OIL COMPANY, an Indiana Corporation, with its principal office at 97 South Michigan Avenue, Chicago, Illinois, Indiana

WITNESSETH:

1. The Lessor hereby demises and leases to the Lessee, the following described premises situated in the City or Town of Omaha County of Nebraska State of Nebraska more particularly described as follows, to-wit:

That part of Lot Eight (8) in Dea's Addition to South Omaha in Sarpy County as surveyed, platted and recorded and being in the North East Quarter (NE $\frac{1}{4}$ ) of Section Fifteen (15), Township Fourteen (14), Range Thirteen (13), East of the Sixth P.M., described as follows, to-wit:

Beginning at the North West corner of said Lot Eight (8), running thence South Easterly along the North boundary line of said Lot Eight (8), a distance of Ninety-nine (99) feet (which point is One Hundred Six (106) feet West from the North East corner of said Lot Eight (8)); running thence in a South Westerly direction and on a line parallel with the East boundary line of said Lot Eight (8), a distance of One Hundred Fifty (150) feet (which point is One Hundred Six (106) feet distant from the East boundary line of said Lot and One Hundred Fifty (150) feet distant from the North boundary line of said Lot Eight (8)); running thence in a North Westerly direction and on a line parallel with the North boundary line of said Lot Eight (8), to a point on the West boundary line of said Lot Eight (8); running thence North along the West boundary line of said Lot Eight (8) to the place of beginning, specifically excluding that portion along the eastern edge of the premises now occupied by a residence, as well as that portion along the southern boundary of the premises occupied by a small cottage. Reserving to lessor the right of ingress and egress over service station driveways to reach his private garage.

Together with the following improvements:

1. 2 stall - cement block, stucco finish service station, including pump islands and driveways.
2. And the equipment, machinery, appliances and personal property contained therein, as per itemised list hereto attached marked Exhibit "1", and by this reference made a part hereof. With respect to the equipment, machinery, appliances and personal property listed on Exhibit "1", Lessee agrees to keep and maintain same in good and sufficient condition during the term of this lease.

Witness my hand and seal of office at Chicago, Illinois this 25<sup>th</sup> day of November 1925.



20-17

8. It is mutually agreed that if the leased premises are damaged by fire, storm, or from any other cause, such damage shall be repaired by the Lessee forthwith after the same occurs, and if the cost of any such damage is such as to render the premises unusable, then, the obligation of the Lessee to pay rental shall cease until the Lessee shall have repaired and repaired in a substantial manner.

9. It is further mutually agreed that the Lessee shall pay all taxes and assessments that may be levied against the premises and the building and equipment belonging to the Lessee thereon, and the Lessee shall pay all taxes that may be levied against the equipment owned by the Lessee thereon.

10. If, in the sole judgment of the Lessee, it appears likely that Lessee or any of its assignees or sublessees may be obliged to pay any license, privilege or excise tax because of its or their interest in or use of the premises hereby leased, Lessee may terminate this lease or any renewal or extension thereof by giving Lessor thirty days' written notice of its intention so to do.

11. Lessee agrees that Lessee may assign this lease or sublet the premises and equipment herein described without consent of Lessor, and that Lessee, or its assignee or sublessee, shall have the privilege of using said premises for the purpose of operating a gasoline service station, and for the sale of tires, tubes, batteries and accessories, and any other petroleum connected activity, and that said Lessee, its assignee or sublessee, shall likewise have the privilege of erecting on and maintaining such buildings, structures, and other improvements as may be necessary or desirable for the aforesaid purposes, and in case Lessee, its assignee or sublessee, shall be unable to obtain from municipal or other public authorities, any permit or license necessary for the operation of a gasoline service station or any such permit or license, if obtained, be afterward revoked without fault of the one so obtaining it, or if the use of said premises for any of the purposes aforesaid be restricted or prohibited by judicial process, then and in such event, or if any thereof Lessee shall have the right to cancel this lease by giving Lessor at least ten (10) days' notice of its intention so to do.

12. Lessee agrees that it is the essence of this lease that Lessee shall have the privilege of using said premises for the purpose of operating a gasoline service station, and for the sale of tires, tubes, batteries and accessories, and any other petroleum connected activity, and the construction of such buildings, structures, and other improvements as may be necessary or desirable for the aforesaid purposes, and if such use shall be forbidden, interfered with, limited, or restricted by legislation or regulation of Federal, State, or local government, or any agency thereof, by requests of any governmental authority, by new conditions, or by any contingency beyond the control of Lessee, its assignee or sublessee, or if by reason of any similar restriction, limitation, interference or prohibition, the Lessee or its assignee or sublessee, shall be unable to obtain adequate supplies of petroleum products essential to the operation of said premises for any of the purposes aforesaid, then and in such event or any thereof Lessee shall have the right to cancel this lease by giving Lessor at least ten (10) days' notice of its intention so to do.

13. In the event the Lessee shall hold over beyond the expiration of the term herein provided or any renewal or extension thereof, it is mutually understood and agreed that any such hold-over tenancy shall be a month-to-month tenancy, and either the Lessor or the Lessee may terminate such tenancy at any time by giving the other party thirty (30) days' written notice of its intention so to do.

14. It is further understood and agreed that all notices given under this lease shall be deemed to be properly served if delivered in writing personally, or sent by registered mail to the Lessee at the address herein stated, or to the Lessor at its main office in Chicago, Illinois. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

In WITNESS WHEREOF, the said Lessee has hereunto set hand and seal, and the said Lessor has caused this instrument to be executed the day and year first above written.

Ernest R. Hoffman (SEAL)  
Eva Hoffman (SEAL)  
Wife of Lessee

In Presence of:  
R. P. Gaffney

STANDARD OIL COMPANY  
By A. J. Donnell

ACKNOWLEDGMENT FOR LESSOR (INDIVIDUAL)

STATE OF ILLINOIS  
COUNTY OF SAGE

Personally appeared before the undersigned, a Notary Public in and for said County and State,  
Ernest R. Hoffman

and Eva Hoffman, his wife, personally known to me to be the parties who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act, for the uses and purposes therein set forth, including the release of the said Ernest R. Hoffman from the right of redemption.

Given under my hand and notary seal this 25th day of NOVEMBER

My commission expires \_\_\_\_\_  
Notary Public

CONSENT OF OWNER  
(to be completed when lessor is not the owner of property.)

I, the undersigned, owner in fee simple of the premises described in the within lease, hereby consent thereto and agree with said Standard Oil Company that it may at its option enter the heretofore described premises and remove therefrom any and all improvements, tanks and equipment located on said premises, heretofore or hereafter purchased by said Standard Oil Company or placed thereon by it, at any time during the term of the within lease or any extension thereof, and for a period of thirty (30) days after the expiration or prior termination of the above lease for any reason whatsoever. The undersigned further agrees that if the lessor shall default in the payment of the rent reserved in his lease with the undersigned, the undersigned will forthwith give to the said Standard Oil Company written notice of such default, and the said Standard Oil Company may, at its option, pay said rent and will thereupon succeed to the rights of the lessor in the demised premises to the same extent as if the lessor had assigned his lease to the Standard Oil Company.

(SEAL)  
(SEAL)

EXHIBIT "1"

1. Air compressor - DeZilviss, Model 330, Serial No. C-46698
  2. Sunbeam Furnace (Oil burning) #C-522  
Electric Motor Burner with furnace (Sun Ray), Model XR
  3. Gas Hot Water Heater (Hercules), 30 Gallon tank attached.
  4. Bowser Computing Pumps: Serial No. A-81913  
3 - (Model 575) Serial No. A-81914  
Serial No. A-81915
  - 2 - Wayne Computing Pumps:  
(Model 70) Serial No. 776660BDL  
Serial No. 776656BDL
- Gallons
5. 1 - 4,500 Underground Storage Tank (gasoline)
  - 1 - 3,000 Underground Storage Tank (gasoline)
  - 1 - 563 Underground Storage Tank (gasoline)
  - 1 - 550 Underground Storage Tank (Fuel oil)
  6. 4 - Island Post Lights - Model BPRC-406
  - 4 - Mushroom Island Lights
  - 24 - Fluorescent Lamps (inside of post lights)
  7. 1 - 1,000 Benjamin Flood Light
  8. 1 - Drive-on Rotary Lift
  9. 1 - Custom fitted Plywood counter
  10. 2 - Plywood display units
  11. 1 - Electric Sewage disposal
  12. 4 - 30 Gallon Lubsters
  - 1 - 1 Bbl. Kerosene Lubster Complete
  13. 1 - Display case
  14. 2 - Battery Display Stands with trickle charger.
  15. 4 - Camed Oil Display Shelving in Lube Room.
  - 1 - Back counter with shelving display (in sales room)
  - 1 - work bench 12'
  - 1 - Plywood tool display rack
  16. 2 - 50' Air Hoses complete with testers.
  17. 1 - Neon sign ("Tires") complete with transformer
  - 1 - Neon sign ("Batteries") complete with transformer
  - 1 - Outside electric clock com
  - 1 - Inside electric clock
  - 1 - Large neon outdoor Standard Service sign.
  18. 2 - ceiling fluorescent lights in sales room.
  19. 1 - Chamols wringer complete with tub.

Initials

RSW

2/1/54

  

  

  

EM