

205

STATE OF ALABAMA)
SHELBY COUNTY)

GROUND LEASE

THIS LEASE is made and entered into by and between Christine Chambliss, referred to as "Lessor", and Kingdom Volunteer Fire & Rescue, Inc., referred to as "Lessee".

ARTICLE 1. DEMISE OF LEASED LAND

Lessor for and in consideration of the rents, covenants, and conditions herein contained to be kept, performed, and observed by Lessee, does lease and demise to Lessee, and Lessee does rent and accept from Lessor, the real property, referred to as "Leased Land" described as follows:

Commence at the Southeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 33, T-21S, R-1E; thence proceed in a northerly direction along the eastern boundary of said $\frac{1}{4}$ $\frac{1}{4}$ for a distance of 93.00 feet to a point on the north right-of-way line of County Highway 28; thence continue along the last described course for a distance of 347.00 feet to a point, being the point of beginning of the parcel of land herein described; thence continue northerly along the eastern boundary of aforementioned $\frac{1}{4}$ $\frac{1}{4}$ for a distance of 315.00 feet to a point; thence turn an angle of 90°00' to the left and run 210.00 feet to a point; thence turn an angle of 90°00' to the left and run 315.00 feet to a point; thence turn an angle of 90°00' to the left and run 210.00 feet to the point of beginning. Said parcel is lying in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, T-21S, R-1E, and contains 1.52 acres.

Description of a 30 foot wide easement for utility and road access: The easement herein granted consists of a 30.00 foot wide strip of land being bounded on the east side by the eastern boundary of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, T-21S, R-1E; on the south side by the north right-of-way line of County Highway 28; and having a length of 347.00 feet. Said

BOOK 386 PAGE 918

Carolyn Hodon
930 Hwy 77
Columbiana, AL 35051

easement is lying in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, T-21S, R-1E.

Land adjoining the above described property shall be available for use by the lessee in placing field lines for the septic tank which is to be installed by Lessee.

LESSOR' WARRANTY OF TITLE

Lessor hereby represents and warrants that Lessor is the owner in fee simple absolute of the Leased Land subject to covenants, conditions, restrictions, easements, and other matters of record.

LESSOR'S WARRANTY OF QUIET ENJOYMENT

Lessor covenants and agrees that Lessee, on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Land during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor.

ARTICLE 2. LEASE TERM

This lease shall be for a term of ninety-nine (99) years, referred to as "Lease Term" commencing on the 1st day of November, 1991, and expiring at 11.59 P.M. on the 31st day of October, 2090.

TERMINATION BY LESSEE

Lessee may terminate this Lease without cause by giving sixty (60) days prior written notice to Lessor.

ARTICLE 3. RENT, TAXES, AND UTILITIES

RENT

Lessee agrees to pay to Lessor as rent for the Leased Land the sum of \$1.00 for the full term of the Lease.

ARTICLE 4. USE OF PREMISES

PRIMARY USE

Lessee shall use the Leased Land only for Fire Department and community purposes.

ARTICLE 5. IMPROVEMENT BY LESSEE

Lessee shall have the right, at any time and from time to time during the term of this Lease, to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the Leased Land, and correct and change the contour of the Leased Land, subject to the following conditions:

(a) The cost of any such construction, reconstruction, demolition, or of any change, alteration, or improvements shall be borne and paid for by Lessee.

(b) The Leased Land shall at all times be kept free of mechanics' and materialmen's liens as hereinafter more specifically provided.

LESSEE'S OWNERSHIP OF IMPROVEMENTS AND FIXTURES

It is expressly understood and agreed that any and all buildings, improvements, fixtures, machinery, and equipment of whatsoever nature at any time constructed, placed, or maintained, upon any part of the Leased Land shall be the property of Lessee except as provided below.

In the event that this Lease is terminated by Lessee, all fixtures, machinery and equipment shall be removed within sixty (60) days. All buildings shall become the property of the Lessor.

ARTICLE 8. REPAIRS AND RESTORATION

LESSEE'S DUTY TO REPAIR

Lessee, at Lessee's own cost and expense at all times during the term of this Lease, agrees to keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected upon the Leased Land in a good state of appearance and repair, reasonable wear and tear excepted.

DAMAGE OR DESTRUCTION - OPTION TO TERMINATE OR REPAIR

If the Leased Land, Lessee's improvements, or any part thereof are damaged or destroyed by reason of any cause whatsoever, Lessee may either repair or terminate as set out above.

REPAIRS

If Lessee opts to repair damage said repairs shall commence within thirty (30) days, and this Lease shall remain in full force and effect.

ARTICLE 9. MECHANIC'S LIENS

PROHIBITION OF LIENS ON FEE OR LEASEHOLD INTEREST

Lessee shall not suffer or permit any mechanics' liens or other liens to be filed against the fee of the Leased Land nor against Lessee's leasehold interest in the land nor any buildings or improvements on the Leased Land by reason of any work, labor, services, or materials supplied or claimed to have been supplied to

Lessee or anyone holding the Leased Land or any part thereof through or under Lessee.

REMOVAL OF LIENS BY LESSEE

If any such mechanics' liens or materialmen's lien shall be recorded against the Leased Land, or any improvements thereof, Lessee shall cause the same to be removed or, and in the alternative, if Lessee in good faith desires to contest the same, Lessee shall be privileged to do so, but in such case Lessee hereby agrees to indemnify and save Lessor harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure upon said mechanic's lien, cause the same to be discharged and removed prior to the execution of such judgment.

LIMITATION OF LIABILITY AND INDEMNITY

It is expressly understood that the Lessor shall not be liable to the Lessee, or any of the Lessee's agents, employees, servants, or invitees for any damage to persons or property due to the condition or design or any defect in any building or upon any property owned by Lessor including, but not limited to, property made the subject of this Lease. Lessee, with respect to itself, and its agents, employees, servants, and invitees, hereby expressly assume all risks and damage to persons and property, either proximate or remote by reason of the present or future condition of the leased premises and any other buildings and/or property owned by Lessor. Lessee agrees that it will indemnify and hold harmless Lessor of, from, and against all suits, claims, and actions of every kind by reason of any breach, violation, or non-performance

of any term or condition on the part of the Lessee hereunder. Additionally, Lessee agrees to indemnify and hold Lessor harmless of, from, and against all claims, actions, damages, liabilities, and expenses asserted against the Lessor on account of injuries to person or damage to property when and to the extent that any such danger or injury may be caused, either proximately or remotely, wholly or in part by any act or omission, whether negligent or not of Lessee or any of its agents, servants, employees, contractors, patrons, or invitee or of any other person entering on the leased premises under or with the expressed or implied invitation of Lessee, or if any such injury or damage may in any other way arise from or out of the occupancy or use by Lessee, its agents, employees, and invitees of the leased premises. This paragraph is for the benefit of the Lessor of the leased premises only and no right of action shall accrue hereunder to any third party by way of subrogation or otherwise.

GENERAL PROVISIONS

Conditions and Covenants

All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

No Waiver of Breach

No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term,

or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Time of Essence

Time is of the essence of this Lease, and of such provision.

Computation of Time

The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal holiday, and then it is also excluded.

Unavoidable Delay

If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided, however, nothing in this section shall excuse Lessee from the prompt payment of any

rental or other charge required of Lessee except as may be expressly provided elsewhere in this Lease.

Successors in Interest

Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of Lessor.

Entire Agreement

This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

Partial Invalidity

If any term covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Relationship of Parties

Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties shall be deemed

to create any relationship between Lessor and Lessee, other than the relationship of Lessor and Lessee.

Interpretation and Definitions

The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Lessor or Lessee. Unless otherwise provided in this Lease, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this Lease.

Number and Gender

In this Lease the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes a corporation, partnership, firm, or association wherever the context so requires.

Mandatory and Permissive

"Shall," "will," and "agrees" are mandatory; "may" is permissive.

Captions

Captions of the articles, sections, and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

Term Includes Extensions

All references to the term of this Lease or the Lease Term shall include any extensions of such Term.

Land and Premises

Leased Land, Land, Leased Premises, and Premises shall include the improvements to the Land.

Parties

Parties shall include the Lessor and Lessee named in this Lease.

INSURANCE

LESSEE'S OBLIGATION

Lessee has secured the Cigna Insurance Company, an Insurance Company doing insurance business in the State of Alabama to maintain during the entire term of this Lease the following insurance coverage:

1. **Liability Insurance** with a \$100,000.00 limit for personal injury per person and a limit of \$300,000.00 for each occurrence.
2. **Fire and Extended Coverage Insurance** on Lessee's buildings, improvements, and personal property which are located in or on the Leased premises with coverage in an amount of not less than the fair market value of said property.

Waste and Nuisance

Lessee shall not commit, or suffer to be committed any waste on the Leased premises, nor shall he maintain, commit the maintenance or commission of any nuisance on the Leased premises or use the Leased premises for any unlawful purpose.

LESSEE'S DUTIES AND OBLIGATIONS

Lessees Shall Have The Following Responsibilities

1. To keep that portion of the Leased premises which Lessee occupies and uses in a clean and sanitary condition.
2. To dispose from the Leased premises all rubbish, garbage, and other waste in a clean and sanitary manner.
3. To use and operate properly all electrical, gas, and plumbing fixtures and to keep them in a clean and sanitary condition.
4. Not to permit any person on the premises with Lessee's permission willfully or wantonly to destroy, deface, damage, impair, or remove any part of the Leased premises, or the facilities, equipment, or appurtenances thereto.

Multiple Parties

If more than one Lessor or Lessee is named in this Lease, service of any notice on any of the Lessees or Lessors shall be deemed service on all of the Lessees or Lessors, respectively.

EXECUTION

Offer and Acceptance

Execution of this Lease constitutes an offer which shall not be deemed acceptable by Lessor until Lessor has executed this Lease and delivered a duplicate original to Lessee. The submission of an unexecuted copy of this Lease for examination does not constitute an offer, reservation, or option for the Leased Land.

BOOK 386 PAGE 928

Sole Agreement of the Parties

This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

Modification or Amendment

No Amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Execution

This Lease has been executed by the Lessor on the 19 day of December, 1991, and by the Lessee on the 19th day of December, 1991, at Shelley County, Alabama.

Annette Merrell
WITNESS

Christine Chamberlain
LESSEE

Ann Ponder
WITNESS

Charles Dren Merrell (Chairman of the board)
LESSOR
Kingdom Volunteer Fire & Rescue

ACKNOWLEDGEMENT

This instrument was prepared by Candice J. Shockley whose address is 1610 Fourth Avenue North, Bessemer, Alabama 35020 based upon information furnished by the Lessee and relied upon herein by Candice J. Shockley.

STATE OF ALA. SHOCKLEY
I CERTIFY THIS
INSTRUMENT WAS FILED

92 FEB -4 AM 11:54

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	30.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	1.00
Total	\$	35.00

19th day of December 1991
Sandra B. Williams (notary)
my commission expires July 5, 1992

BOOK 386 PAGE 929