

STATE OF ALABAMA    Q  
                          :  
COUNTY OF SHELBY   Q

546

THIS LEASE executed in duplicate on this the  
29th day of October, 1958, by and between Norman  
D. Pless, a resident of Jefferson County, Alabama (here-  
inafter called "Lessor") and his wife, Elizabeth E. Pless  
(hereinafter called "Spouse"), and T. M. Burgin Demoli-  
tion Co., Inc., an Alabama corporation having its princi-  
pal office at 108 Seventh Street, S. W., in the City of  
Birmingham, Alabama (hereinafter called "Lessee");

W I T N E S S E T H:

That Lessor and Spouse do hereby demise, lease  
'and rent unto Lessee the following described real prop-  
erty situated in Shelby County, Alabama (hereinafter  
called "the property"):

SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 16, Township 18 South,  
Range 1 East. Also all that part of the NE $\frac{1}{4}$   
of the NE $\frac{1}{4}$  of Section 16, Township 18 South,  
Range 1 East, more particularly described as  
follows: Begin at the SW corner of said  
quarter quarter section; thence in an Easterly  
direction along the South line of said quarter  
quarter section a distance of 400.0 feet;  
thence in a Northerly direction and parallel to  
the West line of said quarter quarter section  
a distance of 250.0 feet; thence in a Westerly  
direction and parallel to the South line of  
said quarter quarter section a distance of 400.0  
feet to a point on the West line of said quarter  
quarter section; thence in a Southerly direction  
along the West line of said quarter quarter sec-  
tion a distance of 250.0 feet to the point of  
beginning; said parcel containing 2.3 acres, more  
or less.

A parcel of land situated in the West 1/2 of the  
NE quarter of Section 16, Township 18 S, Range 1  
E. in Shelby County, Alabama, more particularly  
described as follows:

Commence at the SE corner of the SW quarter of  
the NE quarter of said Section, thence in a

See Release in Old Book 217

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Northerly direction along the East line of said quarter, quarter section, a distance of 755.0 feet to the point of beginning, thence continue on the last described course, a distance of 871.2 feet, thence 90° 00' to the left in a Westerly direction, a distance of 200.0 feet, thence 90° 00' to the left in a Southerly direction, a distance of 871.2 feet, thence 90° 00' to the left in an Easterly direction, a distance of 200.00 feet to the point of beginning. Said parcel contains 4.0 acres, more or less.

The SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 15, Township 18 South, Range 1 East, except the mineral and mining rights. ALSO EXCEPT from this lease the following described property: Beginning at the Northeast corner of said quarter quarter section; thence in a Westerly direction along the North line of said quarter quarter section a distance of 400.0 feet; thence in a Southerly direction and parallel to the East line of said quarter quarter section a distance of 250.0 feet; thence in an Easterly direction and parallel to the North line of said quarter quarter section a distance of 400.0 feet to a point on the East line of said quarter quarter section; thence in a Northerly direction along the East line of said quarter quarter section a distance of 250.0 feet to the point of beginning. Said parcel excepted contains 2.3 acres, more or less.

A parcel of land situated in the NW quarter of the NW quarter of Section 15, Township 18 South, Range 1 East, in Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of said quarter quarter section; thence in an Easterly direction along the South line of said quarter quarter section, a distance of 200.0 feet to the point of beginning; thence continue on the last described course a distance of 300.0 feet; thence 90 degrees 00 minutes to the left in a Northerly direction a distance of 150.0 feet; thence 90 degrees 00 minutes to the left in a Westerly direction a distance of 300.0 feet; thence 90 degrees 00 minutes to the left in a Southerly direction a distance of 150.0 feet to the point of beginning; said parcel containing 1.03 acres, more or less; together with an easement 18 feet in width in the NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 15, Township 18 South, Range 1 East, as described in deed recorded in Deed Book 195, at Page 145, in the Office of Judge of Probate, Shelby County, Alabama.

TO HAVE AND TO HOLD for and during a term of five (5) years commencing the 1st day of October, 1958,

and terminating on the 30th day of September, 1963.

IN CONSIDERATION WHEREOF, Lessee agrees to pay Lessor at 941 South 20th Street or such other place as Lessor may instruct Lessee in writing, during the first ten days of October of each year of said term, in advance, as rent for the property, the sum of One Thousand Twenty Dollars (\$1,020.00), the total rent to be paid during said term being Five Thousand One Hundred Dollars (\$5,100.00).

This lease is made upon the following terms, conditions and covenants:

(1) Lessee has been assured by Lessor that the property is suitable for the construction of a dam and the consequent creation of a lake. While it assumes no such obligation, Lessee proposes to construct a dam on the property and to use said lake for the primary purpose of providing fishing and related recreational activities for the entertainment of its customers, prospective customers and its employees and their families.

(2) Lessee shall be entitled at all times during the term of this lease to allow its guests, employees and officers and their families to fish in the lake to be formed by the said dam, and to use the said lake and the property for fishing and other recreational purposes, and shall have the right to construct thereon and use any roads, driveways, houses, cottages, structures, docks, boathouses or other improvements desired by it, at any point or points selected by it.

(3) Lessor will have the right to enter upon the property to inspect the same at all reasonable times and shall have the right, for himself and for his family and guests, to the reasonable use of the property for fishing and related purposes and shall have the right to construct thereon, at places satisfactory to Lessee, a house or cottage and a dock for use by Lessor, his family and his guests.

(4) Lessor agrees that he will pay and discharge, when due and payable, all taxes and other governmental assessments and charges which may become due and payable with respect to the property.

(5) Lessor warrants that he has good title to the property, and is authorized to execute this lease, and covenants for himself, his heirs, executors and administrators, that he is lawfully seized in fee simple of the property and will guarantee satisfactory ingress and egress to the property and will keep Lessee in quiet and undisturbed possession of the property during the term hereof.

(6) Lessee shall pay all bills for water, light and heat used on the property and will keep all wiring, water pipes and other plumbing on the property in good order and repair.

(7) Lessor shall not be liable for any damage caused by fire, rain, wind or other similar cause, except that if said dam and/or lake is destroyed by rain, wind, flood or other similar cause, Lessee may terminate this lease forthwith and shall not be required to make

any other or further payment or payments of rent that might otherwise thereafter become due and payable hereunder.

(8) All improvements and additions to the property during the term of this lease, including the said dam and any structures constructed or caused to be constructed by Lessee, shall adhere to the property and become the property of Lessor upon the termination hereof, with the exception of such additions as are usually classed as furniture or fixtures, such furniture and fixtures to include all boats, generators and motors. Said furniture and fixtures are to remain the property of Lessee and may be removed by Lessee upon the expiration of the term hereof or upon termination, provided all terms, conditions and covenants of this lease have been complied with by Lessee.

(9) This lease may be terminated at the option of Lessee in the event the property, or any part thereof, is acquired by the exercise of the power of eminent domain, and Lessee shall not then be required to make any other or further payment or payments of rent that might otherwise thereafter become due and payable hereunder.

(10) Lessee will indemnify and save harmless Lessor of and from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of Lessee, and Lessor will likewise

indemnify and save harmless Lessee of and from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of Lessor.

(11) Lessee will indemnify, protect and save harmless Lessor herein from any loss, costs, damage or expense caused by injuries to persons or property while in, on or about the property herein leased, except injuries to Lessor or persons or personal property brought to the property herein leased with the express or implied permission of Lessor or upon his express or implied invitation; and Lessor will indemnify, protect and save harmless Lessee herein from any loss, costs, damage or expense caused by injuries to such persons or personal property while in, on or about the property herein leased.

(12) Lessee will, upon the expiration or termination of this lease, surrender the title and peaceful possession of the property and any improvements thereon constructed by it in good order, natural wear and tear excepted.

(13) All notices and demands authorized or required to be given to Lessor or Lessee hereunder, may be served upon either of them or mailed to either of them at the addresses set forth at the beginning of this agreement. In all situations where termination is permitted or provided for herein, the party electing to terminate shall deliver or mail to the other party written notice of such election, and unless otherwise specifically provided for, said termination shall be

effective within ten (10) days after the delivery or mailing of said notice.

(14) No timber shall be cut and removed from the property except by mutual agreement of Lessor and Lessee.

(15) Every provision hereof applicable to Lessor and every provision hereof applicable to Lessee shall also bind, apply to and run in favor of "their respective successors in interest, assigns, heirs, executors, administrators, or personal representatives" as fully as if said quoted words were inserted after the words "Lessor" and "Lessee" wherever they appear herein, and Lessor covenants that Lessee, on paying the rent and performing all the covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the property demised hereby. Nothing herein contained shall be construed to relieve any successor in interest of Lessor from the obligations imposed upon Lessor by this agreement, but all rights given to Lessee in paragraph (3) hereof shall be personal to Lessor and may not be exercised by others without the consent of Lessee.

(16) Upon the happening of any one or more of the events as expressed below in (a) to (g) inclusive, Lessor shall have the right, at his option, to terminate this lease, upon ten (10) days' written notice to Lessee, and thereupon re-enter and take possession of the property; or the right, upon ten (10) days' written notice to Lessee, to re-enter and re-let the property from time to time, as agents of Lessee, and such re-entry

and/or re-letting shall not discharge Lessee from any liability or obligations hereunder, except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit on Lessee's liability for rents under the terms of this lease.

Nothing herein, however, shall be construed to require Lessor to re-enter and re-let in such event. Nor shall anything herein be construed to postpone the right of Lessor to sue for rents, but on the contrary the Lessor is hereby given the right to sue therefor at any time after default.

(a) In the event Lessee should fail to pay any one or more of said annual installments of rent as and when the same become due, and such default should continue for ten (10) days after written demand for the payment thereof is made by Lessor upon Lessee.

(b) In the event an execution or other legal process is levied upon the furniture, fixtures, effects or other property of Lessee brought on said premises, or upon the interest of Lessee in this lease.

(c) In the event a petition in bankruptcy is filed by or against Lessee, or Lessee is adjudged a bankrupt.

(d) In the event an assignment for the benefit of creditors is made by Lessee.

(e) In the event of the appointment of a receiver of Lessee's property.

(f) In the event Lessee, before the expiration of said term, and without the written consent of Lessor, vacates the property or abandons the possession thereof.

(g) In the event Lessee violates any of the other terms, conditions or covenants on the part of Lessee herein contained, and fails to remedy the same within ten (10) days after written notice thereof is given by Lessor to Lessee.

Upon the termination of this lease or re-entry upon the property for any one or more of the causes set forth above or upon any termination of this lease or re-entry of the property, the rents hereunder for the entire term hereof and other indebtedness, if any, payable under the provisions hereof shall be and become immediately due and payable and without regard to whether or not possession of the property shall have been surrendered to or taken by Lessor.

(17) In the event Lessor violates any of the terms, conditions or covenants on the part of Lessor herein contained, and fails to remedy the same within ten (10) days after written notice thereof is given by Lessee to Lessor, and if the rights and remedies of Lessee with respect to such violation are not specifically provided for elsewhere herein, Lessee shall be entitled to terminate this lease and shall not be required to make any other or further payment or payments of rent that might otherwise become due and payable hereunder.

(18) Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of the property, or any part thereof, or any interest therein, shall be null and void, unless the written consent of Lessor be first obtained thereto.

(19) Lessee will pay Lessor a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee or to protect the interest of Lessor in the event Lessee is adjudged a bankrupt or legal process is levied upon the property herein leased or upon the interest of Lessee in this lease or in the property or in the event Lessee violates any of the terms, conditions or covenants on the part of Lessee herein contained. Lessor will pay Lessee a reasonable attorney's fee in the event Lessee employs an attorney to protect the interest of Lessee in the event Lessor is adjudged a bankrupt, or legal process is levied upon any personal property of Lessee upon the property herein leased or upon the property itself, or in the event Lessor violates any of the terms, conditions or covenants on the part of Lessor herein contained.

(20) Should Lessee continue to occupy the property after the expiration of the said term or after a forfeiture incurred whether with or against the consent of Lessor, such tenancy shall be a tenancy at sufferance and in no event from month to month or from year to year.

(21) The failure of either Lessor or Lessee to insist, in any one or more instances, upon a strict

performance of any of the covenants of this lease shall not be construed as a waiver, or a relinquishment for the future, of such covenant, but the same shall continue and remain in full force and effect; provided however, that the receipt by Lessor of rent, with knowledge of the breach of any covenant hereof, shall be deemed a waiver of such breach.

(22) The covenants, conditions and agreements contained herein shall bind and inure to the benefit of Lessor and Lessee and their respective successors, assigns, heirs, executors and administrators except as otherwise provided in paragraphs (15) and (18) hereof.

This lease is executed by Spouse in order to release for the term hereof, or any extension thereof, any dower or other similar interest in the property which she may have or may hereafter acquire.

IN WITNESS WHEREOF, Norman D. Pless and wife, Elizabeth E. Pless, have hereunto set their hands and seals, and T. M. Burgin Demolition Co., Inc. has caused these presents to be executed for and in its name and on its behalf, by its duly authorized officers, all on the day and year first above written.

Norman D. Pless (L. S.)  
Norman D. Pless

Lessor

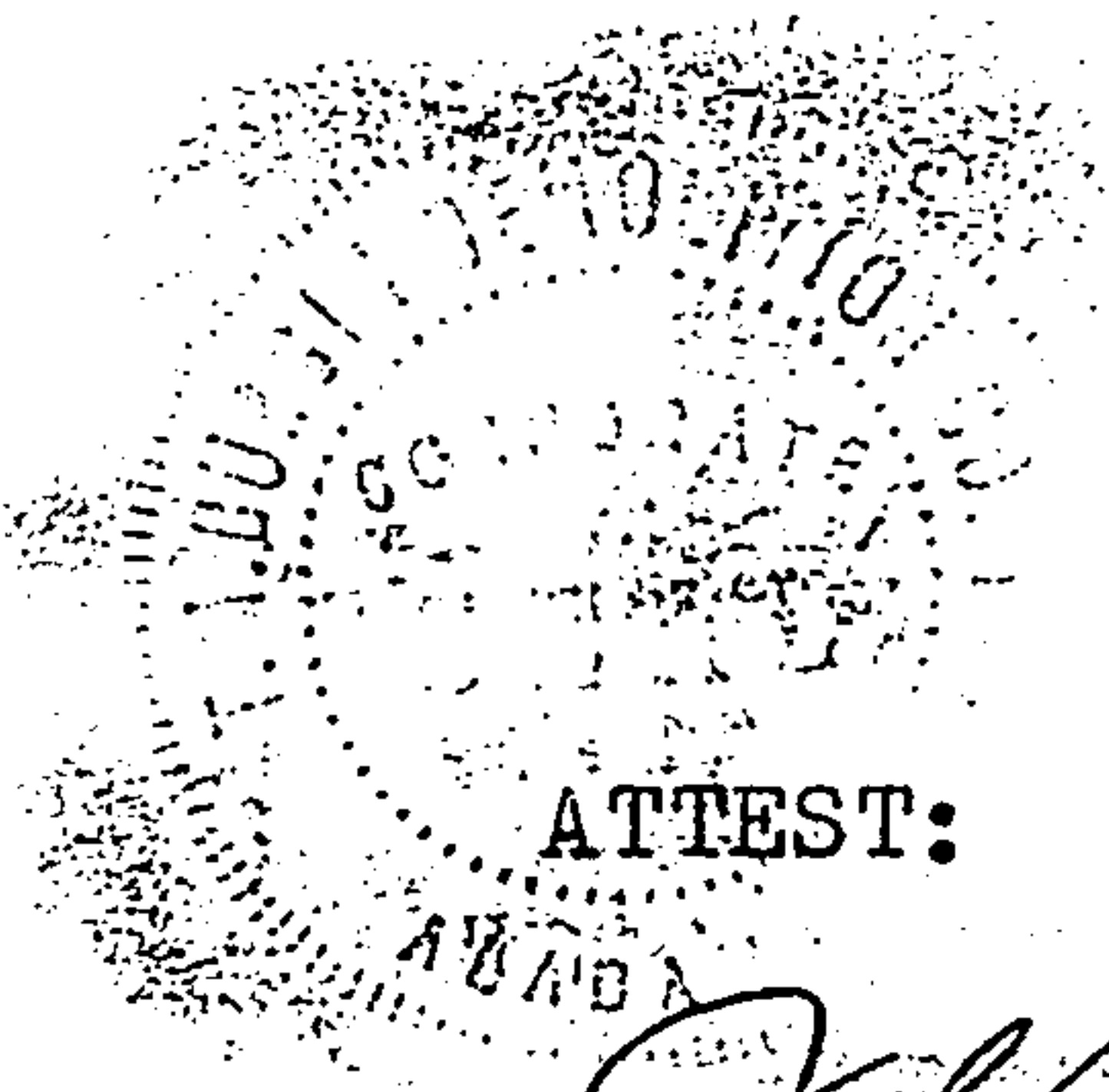
Elizabeth E. Pless (L. S.)  
Elizabeth E. Pless

T. M. BURGIN DEMOLITION CO., INC.

By T. M. Burgin  
Its President

Lessee

ATTEST:  
J. Burgin  
Its Asst. Secy



STATE OF ALABAMA  
COUNTY OF Jefferson

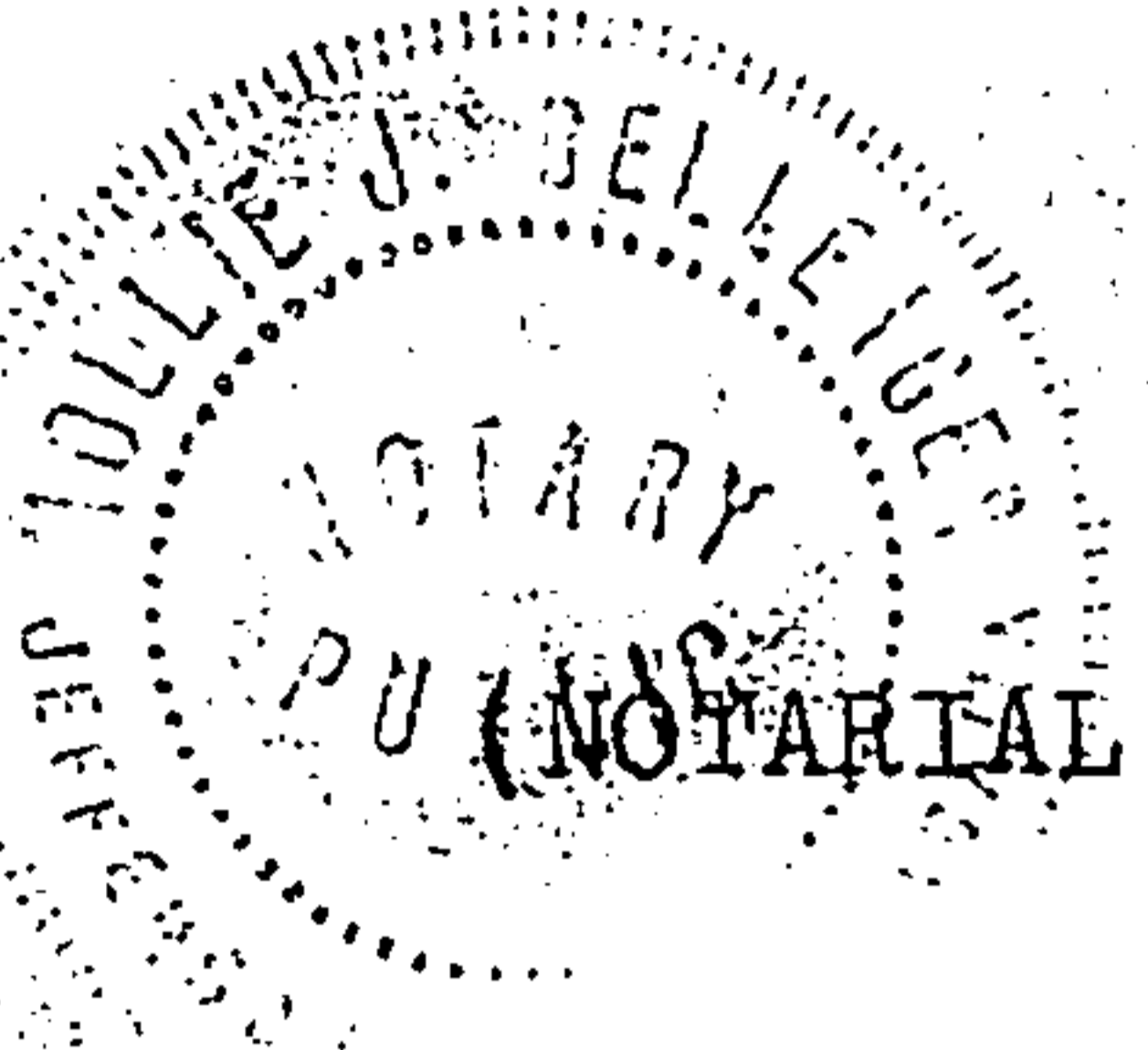
I, Mollie J. Bellenger, a Notary Public in and for said County, in said State, hereby certify that Norman D. Pless and wife, Elizabeth E. Pless, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 29th day of October, 1958.

Mollie J. Bellenger  
Notary Public

My Commission Expires September 7, 1959

My Commission Expires \_\_\_\_\_



STATE OF ALABAMA  
COUNTY OF Jefferson

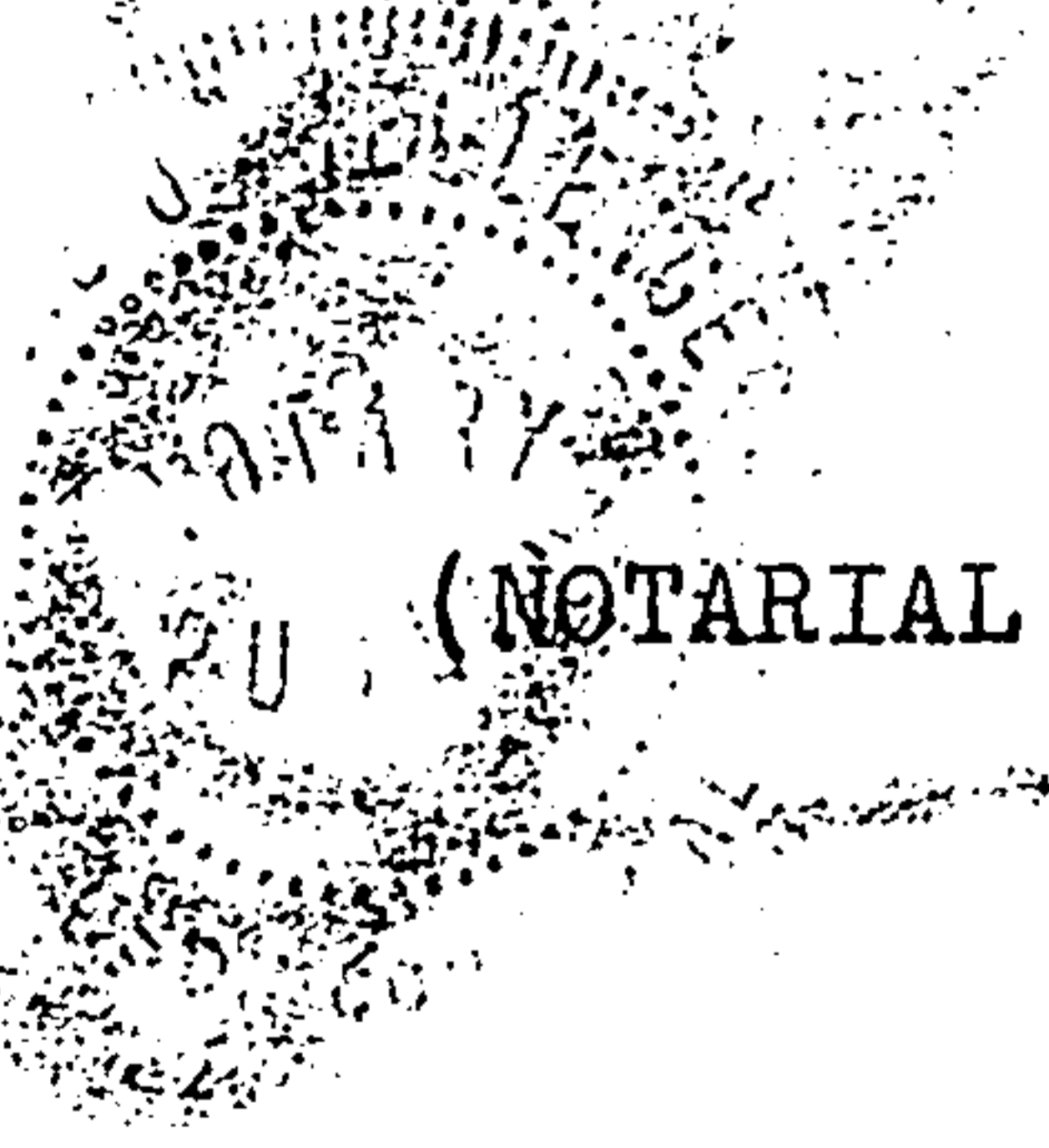
I, Mollie J. Bellenger, a Notary Public in and for said County, in said State, hereby certify that J. M. Burgin, whose name as President of T. M. Burgin Demolition Co., Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 29th day of October, 1958.

Mollie J. Bellenger  
Notary Public

My Commission Expires September 7, 1959

My Commission Expires \_\_\_\_\_



STATE OF ALABAMA, SHELBY COUNTY

I, L. E. Walker, Judge of Probate, hereby certify that the within Lease was filed for record the 6 day of Nov, 1958, at 2 o'clock P.M. and recorded in Book 146 Page 477, and the mortgage tax of 4.50 has been paid.

L. E. Walker  
Judge of Probate

