

COMMERCIAL LEASE

JUN 13 1980

This is a legally binding contract. If not understood, seek competent advice. **ALPINE CONST. CO.**

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS
AMENDED OCTOBER, 1976

LEASE FORM

STATE OF ALABAMA } There is a total of 30,000 cubic yards of topsoil on the
Shelby County } seven acres but they will be taking only approximately
18,000 total, so the number of cubic yards @.73 would be
at 18,000 cubic yards.

This lease made this 30 day of April 1980 by and between

Dr. Rhett G. Barnes and Estate

hereinafter called "Lessor", by

as agent for the Lessor and by General Fasteners and Supply Company

hereinafter called "Lessee":

19800703000073450 Pg 1/1 00
Shelby Cnty Judge of Probate AL
07/03/1980 00:00:00 FILED/CERTIFIED

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises in the City of _____, Alabama, to-wit:

A ground lease for up to seven (7) acres situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 24, Township Shelby County, Alabama for topsoil removal. T 20 S, R 3 W NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24.

The purpose of this agreement is to give access and provide sale of topsoil to General Fasteners and Supply Company for interstate highway construction in the Pelham area. This agreement is between parties responsible for General Fasteners and Supply Company under their contract and the estate property of Dr. Rhett G. Barnes represented by Alpine Construction Company.

This lease is predicated upon the following conditions:

Sale of Topsoil: Additional top soil up to an approximate 30,000 cubic yards, will be paid for on the same quantity basis for payment as approved on monthly estimates by the State Highway Department. Any topsoil removed from the leased asphalt plant site shall be paid for to the owner under the same terms as the topsoil agreement.

Sale of Topsoil based on the unit cubic yard quantity basis and paid for to the contractor by the State shall be paid for also by the month on the same quantity basis of payment as approved by the State Highway Department at the price of \$.73 per unit cubic yard.

Borrow areas from which topsoil have been removed shall be cleaned and dressed to straight lines for drainage to creek area and over seeded upon departure to the satisfaction of this property owner.

General Fasteners and Supply Company shall have the option to place pipe in the creek for access to either side for topsoil removal.

General Fasteners and Supply Company shall carry proper insurance as required by the State and shall hold this property owners harmless for any liability of property, bodily injury or accidents occurring in the process of their work.

Any modifications or changes in the terms of this agreement shall be in writing and approved in writing by the Lessor.

Upon completion of the lease agreement a written release and letter of acceptance will be issued to General Fasteners and Supply Company for their files after all final payments and site restoration are complete.

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NOTARY PUBLIC

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this

day of April, 1980.

Sworn to and Subscribed to before me this 30 day of April, 1980.

Sumner L. Barnes
Notary Public-My Commission Expires 3-16-82

General Fasteners and Supply Company
as agent for Barnes Estate (Lessor)

Sworn to and subscribed to before me this 25 day of May, 1980

Walter J. Miller Jr.
Notary Public

General Fasteners and Supply Company (L.S.)
Lessee

ALPINE CONSTRUCTION CO.

Deed TAX 13.50
Rec 1.50
Suel 1.00
160.00

JUL -3 11 8:32