

STATE OF ALABAMA)
SHELBY COUNTY)

LAND LEASE

19811014000109730 Pg 1/6 .00
Shelby Cnty Judge of Probate, AL
10/14/1981 00:00:00 FILED/CERTIFIED

This lease made this 8 day of SEPT 1981,
1981, by and between Cedar Grove Memorial Association
(hereinafter referred to as Lessor), and Robert Thrasher, Jasper
Sullivan, and Tinsley Bradley, as Trustees of Shades Mountain
Independant Church and their successors in office (said Trustees
being the custodians of the real property of said church),
hereinafter collectively referred to as Lessee.

For and in consideration of One Dollar (\$1.00), which shall
constitute the entire rental payment for the term of said lease,
in hand paid by the Lessee, receipt of which is hereby
acknowledged, the Lessor does rent and lease unto the Lessee all
of its rights, title and interest in and to the hereinafter
described real property for a term of 15 years; said term
commencing on the 31 day of August, 1981 and running
for 15 consecutive years thereafter.

Said real property subject to this lease being located in
Shelby County, Alabama and being more particularly described as
follows to-wit:

Beginning in the center of the Elyton and Montevallo
Road at the intersection of Broadhead Spring Branch;
thence run Northward along said road 420 feet; thence
run West 120 feet; thence run South 235 feet to the
center of said branch; thence run Southeast along
said branch to the point of beginning. The same
being situated in the SW 1/4 of the NE 1/4 of Section
4, Township 21, Range 3 West.

Lessor covenants to keep the Lessee in possession of said premises
during said term or any extension thereof.

This lease, being subject to the following terms and
conditions, which Lessor and Lessee mutually covenant and agree
to be bound by:

1) Should the Lessee vacate or abandon said real property
or violate any material condition of this lease, the Lessor shall
have the right at its option to re-enter said premises and annul
said lease, irrespective of the rent paid herein.

Amey White, Taylor et al
20250 - 4th Ave. No.
Bham - 35202

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2) The Lessee agrees to use said land for church purposes only and agrees to set aside the first Sunday in June of each lease year for the Cedar Grove Memorial Association for memorial services on said premises. Said memorial services to commence at 11:00 a.m. on the first Sunday in June of each lease year and to end prior to the regularly scheduled Sunday evening services of Lessee. Lessor shall be responsible for furnishing the minister for said memorial service. Offerings collected at said memorial service, which are designated as love offerings, shall be used for the upkeep and maintenance of the cemetery located adjacent to the subject leased real property. All such offerings shall be counted and recorded by Lessee and turned over to Lessor.

3) Lessee herein covenants and agrees that the words "Cedar Grove" shall appear in and be a part of the name of the church located on said leased premises for and during the term of this lease.

4) Lessee covenants and agrees to preserve, protect and maintain the concrete picnic tables located on said leased land and further agrees not to substantially change the location of said tables on the leased land.

5) The Lessee covenants and agrees that insurance coverage in an amount mutually agreed upon by the parties shall be maintained on the buildings located on said leased land and that said insurance shall comply with and conform to the generally accepted hazard insurance policy available in the general area and shall have limits of liability as agreed upon by the parties hereto. Lessee further agrees to furnish a copy of said hazard insurance policy to Lessor.

6) Lessee covenants and agrees to maintain reasonable security measures on all buildings located on leased land.

7) Lessee covenants and agrees that it shall not under-lease said property nor transfer or assign this lease without the prior written consent of Lessor; said consent not to be unreasonably withheld and the Lessee agrees to permit no waste

of said property and to surrender possession of premises including all buildings situated thereon at the termination of this agreement.

8) Lessee shall have the right and privilege of erecting, placing, operating and maintaining on said leased land all buildings, structures, driveways and improvements of any nature on, under and above the ground that it may deem necessary and proper, or desired to use consistent with the purpose hereinabove stated, but Lessee, in exercising this option, does covenant and agree that it will not willfully remove or destroy the original buildings located on the leased premises but shall have the right and authority to add to or alter the appearance of said buildings as Lessee may deem appropriate. Lessee shall not have the right to mortgage or in any way incumber the leased premise without the express written consent of the Lessor.

9) Lessee further covenants and agrees that any improvements in the structures located on the leased land shall enure to and become a part of said land and shall not be removed or willfully destroyed by the Lessee at the end of the term of this lease.

10) Lessee covenants and agrees that the buildings located on said leased premises shall be made available for the purposes of conducting funerals and weddings on said premises, but that Lessee is not bound to allow the entry onto and use of the buildings located on leased land if the proposed time for said funeral or wedding would be in conflict with Lessee's schedule of building use.

11) Lessor covenants and agrees that it shall pay a reasonable clean-up fee if applicable for the use of said structures if said fee is mutually agreed upon by the parties prior to the use of the structure.

12) Lessee covenants and agrees that it shall not willfully cut or destroy any of the trees located on the leased premises without mutual consent of Lessor.

13) Lessor covenants and agrees that at the time Lessor obtains use of the buildings located on the leased premises, for the purposes hereinabove stated, Lessor shall preserve, protect said land during the time that Lessor has the use thereof and that Lessor shall be responsible for any loss, cost or damage that may result from Lessor's use of the improvements if said loss, cost or damage is not covered by the hazard insurance policy.

If such loss, cost or damage is covered by the hazard insurance policy the Lessor shall be responsible for any deductible under said policy or for any amount such loss, cost or damage may exceed the limits of liability of said policy.

14) Lessee shall procure and maintain in force at its expense during the term of this lease and any extension thereof public liability insurance with insurers and through brokers approved by Lessor. Such coverage shall be adequate to protect against liability for damage claimed through public use or arising out of accidents occurring in or around the leased premises, in a minimum amount of One Hundred Thousand Dollars (\$100,000.00) for each person injured, Three Hundred Thousand Dollars (\$300,000.00) for any one accident, and Thirty Thousand Dollars (\$30,000.00) for property damage. The insurance policies shall provide coverage for contingent liability of Lessor on any claims or losses. The policy shall be delivered to Lessor for keeping. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. If the insurance policies are not kept in force during the entire term of this lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor. Lessor shall maintain insurance on the structure.

15) This Lease shall be automatically renewable and shall automatically renew for ten year terms after the original fifteen (15) year term has expired unless Lessor shall give ninety (90) days written notice to Lessee prior to the expiration date hereof or the expiration date of a successive ten (10) year term of Lessor's intention not to renew.

IN WITNESS WHEREOF, the parties hereto for their authorized officers of trustees have hereunto set their hand and seals on this the 8 day of SEPT, 1981.

ATTEST:

CEDAR GROVE MEMORIAL ASSOCIATION, INC.

O. L. Maddox
Earl Seagle
Chas. Griffin
Lillian Griffin

BY: Frank R. Griffin
Chairman

SHADES MOUNTAIN INDEPENDANT CHURCH

BY: Robert Thrasher
Robert Thrasher, Trustee

BY: Jasper C. Sullivan
Jasper Sullivan

BY: Tinsley Bradley
Tinsley Bradley

STATE OF ALABAMA)

COUNTY OF)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that FRANK R. Griffin, whose name as Chairman of Cedar Grove Memorial Association is signed to the foregoing Land Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Land Lease, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Association.

Given under my hand and official seal on this the 8th day of September, 1981.

J. Dan Byrd
Notary Public

My Commission Expires:

9-5-82

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STATE OF ALABAMA)

COUNTY OF)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Robert Thrasher, Jasper Sullivan and Tinsley Bradley, whose names as Trustees of Shades Mountain Independant Church, is signed to the foregoing Land Lease, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Land Lease, they, as such Trustees and with authority, executed the same voluntarily for and as the act of said Church.

Given under my hand and official seal on this the 9th day of September, 1981.

Martha Isahell
Notary Public

My Commission Expires:

9-83



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Shelby Cnty Judge of Probate, AL
10/14/1981 00:00:00 FILED/CERTIFIED

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1981 OCT 14 AM 10:54

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

deed tax 50

Rec 9.00

Adm. 1.00

1050

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