

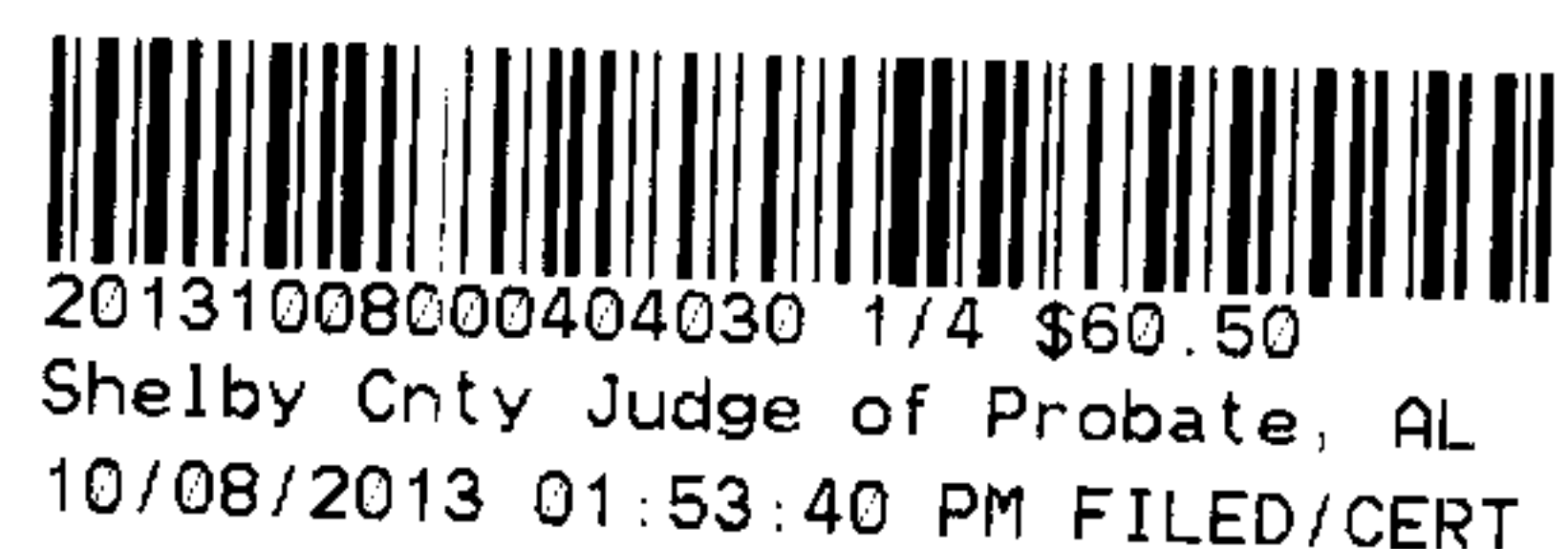
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Michael T. Atchison  
PO Box 822  
Columbiana, AL 35051

## GROUND LEASE

BY THIS AGREEMENT, made and entered into on this 7<sup>th</sup> day of October, 2013 between **Ryan Wilhite**, herein referred to as Lessor and **Wayne Horton**, herein referred to as Lessee, Lessor leases to Lessee the premises situated at **See Exhibit A** together with all appurtenances, for a term of 600 months to commence on October 7, 2013, and to end on September 30, 2062, at 12:00 p.m.

1. **RENT.** Lessee agrees to pay a one time payment, without demand, to Lessor as rent for the demised premises the sum of **THIRTY SEVEN THOUSAND FIVE HUNDRED Dollars and 00 /100 (\$37,500.00)**, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof.
2. **QUIET ENJOYMENT.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
3. **USE OF PREMISES.** The demised premises shall be used for any purpose which property of this kinds and character may be used.
4. **CONDITIONS OF PREMISES.** Property is leased in an "AS-IS" condition.
5. **ASSIGNMENT AND SUBLETTING.** Lease shall survive the death of the Lessee.
6. **ALTERATIONS AND IMPROVEMENTS.** All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or upon sooner termination of this lease.
7. **DANGEROUS MATERIALS.** Lessee shall not keep or have on the leased premises anything of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.



8. **UTILITIES.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that NONE shall be provided by Lessor.
9. **MAINTENACE AND REPAIR.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof.
10. **RIGHT OF INSPECTION.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.
11. **SUBORDINATION OF LEASE.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to, any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
12. **HOLDOVER BY LESSEE.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to renegotiated terms and conditions hereof but shall be terminated on 15 days written notice served by either Lessor or Lessee on the other party.
13. **SURRENDER OF PREMISES.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease reasonable use and wear thereof and damages by the elements excepted.
14. **DEFAULT.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, this lease at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 30 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

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15. **BINDING EFFECT.** The covenants and conditions herein contained shall apply to and bind the heirs; legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

16. **MINERAL RIGHTS.** Mineral rights owned by Lessor are included in this lease.

17. **SUBJECT TO.** This lease is made subject to terms and condition and limitations as contained in Instrument # 2005122100065808, Probate Office, Shelby County, Alabama.

18. **TIMBER.** Timber harvesting by Lessee is authorized under this lease.

19. **TAXES.** Lessee shall be responsible for payment of ad valorem taxes during the term of the lease.

**IN WITNESS WHEREOF,** the parties have executed this lease on the day and year first above written.

Ryan Wilhite  
Lessor

Wayne Horton  
Lessee

Witness:

April Clark

STATE of ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ryan Wilhite and Wayne Horton, whoses names are signed to the foregoing conveyance, and who are known to me, acknowledge before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of October, 2013.


My Commission Expires: 10-4-16

Michael T. Atchison  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTION

Commence at the SW corner of Section 22, Township 22 South, Range 1 West, and run East along the South line of said Section a distance of 1342 feet, more or less, to the SE corner of the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of said Section; thence turn left and run northerly a distance of 2305 feet along the East line of the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of said Section to the point of beginning; thence turn left and run West parallel with the South line of said Section to the West line of said Section; thence turn right and run North along the West line of said Section to the NE corner of said Section; thence turn right and run East along the North line of said Section to the Southerly right of way line of Heart of Dixie Railroad; thence turn right and run southeasterly along the right of way of the Heart of Dixie Railroad to the East line of the W $\frac{1}{2}$  of said Section; thence turn right and run South along the East line of the W $\frac{1}{2}$  of said Section to a point due East of the point of beginning; thence turn right and run West to the point of beginning.

Subject to an easement for ingress, egress, and utilities over and across the old Shelby-Calera road.

  
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