## REAL ESTATE LEASE

THI! LEASE AGREEMENT is made by and between New Horizon Memorial Funeral Home, Inc. (hereinafter referred to as "LESSEE") and Edward H. Hollis (hereinafter referred to as "LESSOR") on this the 20 day of May, 1994.

## WITNESSETH

LESSOR hereby leases to LESSEE a certain outdoor advertising site on :eal estate in the City of Dora, Jefferson County, Alabama, which is specifically described in Exhibit "A" attached and incorporated hereto (hereinafter referred to as the "Real Estate Site"). The initial term of this lease shall be for twenty (20) years, thich term shall commence on the date of construction of an outdoor advertising structure on the REAC ESTATE SITE (which said construction shall be on or before the day of \_\_\_\_\_\_, 1994). Thereaf er this lease shall be renewed automatically from year to year, uson the same terms and conditions and at the same rental rate as the initial term, unless either party gives to the other party w itten notice of non-renewal at least thirty (30) days prior to the expiration of the initial term. It is specifically underst od by and between the parties hereto that this real estate lease is for the outdoor advertising site only which is shown on Exhibit "A" attached hereto and not the entire tract of property described therein.

LESSOR and LESSEE further agree as follows:

- 1. The annual rental for this lease during the intial term O Dollars, payable in (yearl) (\*\*Ork\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* installments of Six Hundred Dollars Six Hundred each, with the first installment due on date of erection of sign
- It is the LESSEE'S purpose to erect, illuminate, maintain and se vice an outdoor advertising structure on the Real Estate site and LESSEE shall have the right of ingress and egress to the Real E tate for such purposes. The LESSEE shall have the right to illumi ate the outdoor advertising structure at it's discretion and at it' : expense, and LESSOR grants the LESSEE the right to run any wires or cables above or below ground to accomplish illumination.
- 3. Any outdoor advertising structure including, without limits ion, any other material, erected or placed on the Real Estate Site by LESSEE or it's agents shall remain property of LESSEF and shall not become part of the real estate and shall not subject to any lien, claim, or other encumbrance on the part of LESSOI -

- 4. LESSEE may remove the outdoor advertising structure and other muterials of LESSEE on the Real Estate Site at any time during this lease, or within a reasonable time after the expiration thereof
- 5. LESSOR represents and warrants that he is the owner of the Real Estate Site with full authority to make this lease and that he will not permit the view of LESSEE'S structure to be obstructed or impaired in any way by any object or growth on the property at issue. If such an obstruction or impairment occurs, the LESSEE may itself remove the obstruction or impairment.
- In the event that (a) the LESSEE'S outdoor advertising structure becomes partially or entirely obstructed, impaired or destro ad; (b) the premises becomes unsafe for the maintenance of LESSEE 5 structure thereon; (c) the LESSEE is unable to obtain any necess ry permit for the erection and/or maintenance of such struct re as the LESSEE may desire; (d) the LESSEE is prevented by law from constructing and/or maintaining on the premises said structure as the LESSEE may desire, then the LESSEE, may at it's option terminate this lease upon fifteen (15) days written notice in writing to the LESSOR.
- This lease shall constitute the sole agreement of the parties relating to the premises. This lease is binding upon and inures to the benefit of the heirs, executors, successors and assigns of LESSOR and LESSEE.

SEE ATTACHED EXHIBIT "A" FOR LESSOR'S AFPROVAL OF REAL ESTATE SITE DIAGRAM

ated this the 30 th day of May, 1994.

Less T

2-4-38

NEW HORIZON MEMORIAL FUNERAL

HOME, INC., LESSEE, By It's President

PAUL JOHNSON,

President

88:60 1102/92/10 Z0Z09889TZT 

light at the northeant corner or the northwest t in the mouthwest 1 of Gastion 13; Township 15; the conty west and run Wast along the north boundry of way fine for County Road, thence run South a di tance of 35 feet more or less, to Right-of-Way so her for County Boad, thence in a westerly direction ru : blong oald Right-of-Way of County Road a distance of 145 feet to a Alght-of-Way corner for U.S. Highway No 1984 thence run in a southeasterly direction along said Right-of-Way line a distance of 700 feet to intersect with the east line of said 1-1, thence Not the along the cast boundry line of said 1-1 a Wir mice of 538 feet to the point of beginning. Acres More or less -- Surface rights only. 5N4

1102/22/90

MAII:II

Z0Z09889TZT

7028034704