## BAVAMAVRO) **COMPANIES**

**Lamar Co # 245** 

This Instrument Prepared by: James R. McIlwain 5321 Corporate Boulevard Baton Rouge, Louisiana 70808

JOEM. Floyd Trust

Renewal Lease # 52

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James R. McIlwain

## SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 24 day of June, 2015, by and between: JOE MFlo-JO TRUST

(hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provide WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair-and-releastion of an outdoor advertising structure ("sign"), including necessar structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have an many advertising faces; including a renie faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign. desired wrived by LESSOR upon LESSOR: Sacceptance of the first rental payment due after the construction of the righ.

ACCESS From MAXWIKE adjacent From in the state

The premises are a portion of the property located in the County of PUTNAM, State of Tennessee, more particularly

described as:

I-40E @ mm 281.6 5/5 F/W

This Lease shall be for a term of <u>Ien</u> (10) years commencing on the first day of the calendar month following date of completion of construction of the sign, or, if this is a renewal Lease, the term and payments begin ("commencement date").

LESSEE/may repey this Vease, for an additional torm, of equal length, on the same verms and conditions. Sain renewal term shall dute waited by into renewal at least sixty they day a prior to the expiration of the original term.

LESSEE shall pay to LESSOR an annual rental of Forty Five thinked in advance in equal installments payable

Teach, with the first installment due on the first day of the month following commencement. Ren shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) day thereafter to cure any default. Rento to increase to 4700 beginning year(6) six. 6/24

- LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, or property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees no to crect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE's option.
- LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on pro rata basis.
- All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

- 6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sigh. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE.
- 7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSER.
- 8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.
- 9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE's sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.
- LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney'
  fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.
- 11. If LESSOR desires to sell or otherwise transfer my interest in the property upon which the sign is situated LESSOR grants LESSEE an option to purchase a perpetual easement (sorvinde) encompassing the sign and the access, utility/service and visibility rights set forth necessy. LESSEE must elect to exercise this option within thirty (30) days after written notification of LESSOR's desire to sell. LESSEE's failure to exercise this option within said period stall be a prove of this option. The price for such easement (servifude) shall be six (6) times the previous least year's annual rental paid by within thirty (30) days of LESSEE'S exercise of this option.

12. Prior to LESSEE removing its sign, and for five (5) years after such removal, LESSOR grants LESSEE a first right of refusal to match any bona fide agreement of LESSOR with a third party for the purpose of permitting off-premise outdoo advertising on any portion of the leased premises. LESSEE has seven (7) days after LESSOR provides to LESSEE a copy of such agreement executed by such third party to match the terms of such agreement.

- 13. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, LESSOR authorizes and appoints LESSEE as LESSOR's agent, representative, and attorney in fact for the limited purpose of executing on behalf of LESSOR such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memorandum.
- 14. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:	LESSOR:
BY: Vlewie Slewman	BY: JOR M. Flord Tro
VICE-PRESIDENT/GENERAL MANAGER	BY: 100 M. Floyd 110
DATE: 6 / 29 / 15	DATE: 6 124 115
	LESSOR'S TELEPHONE NUMBER

Tax ID Parcel # (for land on which sign is located)

Address of LESSOR:

Cookeville, TN 38501
Witnesses (LESSEE)

Address of LESSEE:

330 Buffalo Valley

Witnesses (LESSOR)