REVIEWED

Scotty Outdoor, llc

SIGN LOCATION LEASE

Mailing Address:
P. O. Box 974
Snow Hill, N.C. 28580

Telephone (252) 468-6969
Date **June 18, 2024**
Structure Number_____

Name (Lessor), **Willnata Properties Inc** Phone:

Social Security/Federal ID Number 27-3741868

Owner of the hereinafter described real estate (Lessor) hereby leases to **Scotty Outdoor, llc**, (Lessee) **One** site for the exclusive purpose of erecting and maintaining **One** outdoor advertising structure on Lessor's property located at **1710 N US Highway 1** in the County of **Saint Lucie**, State of **Florida** with the following legal description: Parcel ID: 2403-224-0005-000-6

Sign will be located on approximately 400 square feet of the above referenced property. NW corner of lot.

For a period of **Ten (10)** years effective **July 1, 2024,** at a rental of **Five Thousand Dollars [$5,000.00] per year, first 10 years paid in advance.**

Lessee is granted 180 days to acquire approval/permits. If after the 180-day period, and reasonable efforts by Lessee to obtain approvals, the Lessee has not obtained approval, either party may terminate Lease upon written notice to the other and any rent paid will be refunded.

Lessee and Lessor agree Lease Commencement Date is defined as "30 days from receipt of building permit". And Rent Due on or before Lease Commencement Date.

Lessee agrees to construct and maintain the signage and billboard structure in like new condition at no cost to lessor.

Lessee is responsible for all services to and on the billboard, such as electric, cabling, panels, lighting, etc.

Lessee accepts all cost associated with this billboard such as permits, fines, utilities cost, maintenance, taxes and any other associated cost.

Lessor shall not cause or permit any advertising sign structure other than Lessee's to be erected or placed on the above-described property, or cause or permit Lessee's sign structure(s) to be or become obscured from the highway.

It is agreed that all structures, equipment, materials and fixtures placed upon the site(s) shall remain property of Lessee and Lessee is granted 30 days to remove the sign structure(s) after the termination of this agreement. Failure to remove the structure shall forfeit the structure to the Lessor. It is further agreed that Lessee is entitled to any awards or compensation received by Lessor in connection with any legal action proceeding or compromise settlement made pursuant to any governmental agency requirement for the removal of the sign structure(s). Lessee agrees that Lessor will not be responsible for payment to Lessee for removal of sign unless compensation is received by Lessor from a third party.

Lessor warrants that he is the owner or the authorized agent of the owner of the site(s) and that he has full authority to enter into this agreement. Lessor warrants that if Lessee shall pay the rent provided for herein, Lessee shall and may peaceably and quietly have, hold and enjoy the use of the site(s) for the term(s) of this agreement.

Lessor grants to Lessee the right to renew this agreement for two additional terms of ten years under terms fair and agreeable to both parties. To be negotiated prior to 6 months remaining on term.

This shall not obligate Lessee in any way until it is accepted and signed by an executive officer of Scotty Outdoor, llc. This agreement may not be modified except in writing signed by Lessor and an executive officer of Lessee.

Neither Lessor nor Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. This agreement shall be binding upon the heirs, executors, personal representatives, successors and assigns for the parties hereto and Lessor agrees to notify Lessee by certified mail of any change of ownership of the real estate or of Lessor's mailing address within (30) days of such change.

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Lessor consents and grants to Lessee a right of ingress and egress to and from the site(s): the right to provide or establish electrical power to the site(s) and place incidental equipment thereon: the right to sublet the site(s) or sign structure(s) or to assign this agreement: and the right to relocate the sign structure(s) to an agreed upon location and lawful site(s) satisfactory to Lessee on Lessor's property if the maintenance of sign structure on the site(s) described herein is proscribed by federal, state, or local statute, ordinance or regulation. Lessee shall maintain structure for the term of this agreement.

It is the understanding of the parties that visibility of the sign structure(s) to the traveling public is of the essence of this agreement and forms a significant element of consideration. Lessor grants to Lessee the right to reasonably locate the sign structure(s) on the site(s) to achieve optimum visibility to the traveling public and to an agreed upon location. Lessor grants to Lessee and its authorized agents, the right of ingress and egress to and from the site(s) over property owned or controlled by Lessor for all purposes reasonably necessary for the proper erecting, placing, maintaining and removing of the sign structure(s), including but not limited to the trimming, cutting, or removing of brush, trees, shrubs, or any vegetation or of the removing of obstructions of any kind which limit the visibility of the sign structure(s) to the traveling public.

In the event that (a) Lessee, through no fault at their own, is unable to secure or maintain a required permit or license from any appropriate governmental authority, (b) federal, state, or local statue, ordinance, regulation or other governmental action shall preclude or materially limit the use of the site(s) for advertising purposes, (c) the visibility of the sign structure(s) to the traveling public is obstructed or obscured, (d) the advertising value of the sign structure(s) is impaired or diminished, or (e) if there is a diversion of traffic from or a change in direction of traffic past the sign structure(s), Lessee shall at its option have the right to terminate this agreement upon fifteen (15) days notice in writing to Lessor, and Lessor shall refund to Lessee any rental payment paid in advance for the remainder of the unexpired term.

Lessee agrees to save Lessor harmless from claims or demands on account of bodily injury or physical property damage caused by or resulting from the negligent or willful acts of Lessee in erecting, maintaining or removing the sign structure (s) on or from the site(s) and agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingencies so long as this agreement remains in effect and name LL as additional insured. Lessor agrees to save Lessee harmless from claims or demand on account of bodily injury or physical property caused by or resulting from the negligent or willful acts of Lessor or its agents.

In the event Lessee fails to perform under the terms of this agreement, Lessor shall provide written notice to Lessee of such failure and Lessee may cure such failure within thirty (30) days from the date of such written notice. All costs associated with lease shall be paid by Lessee, except lessor shall pay their own attorney.

The parties hereto acknowledge and agree that they read and understand this agreement and are bound by the terms contained herein.

Scotty Outdoor, llc.

By: _____
Scotty Outdoor, LLC, Lessee
06/21/24
Date

By: _____
Willmata Properties Inc, Lessor
6/27/24
Date

CHRISTA STONE
NOTARY PUBLIC
MY COMMISSION EXPIRES 7-16-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 421950

I, Christa Stone, a Notary Public of St Lucie County, State of Florida, do hereby certify that Steve Tarr personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal, this the 27th day of June, 2024
(Official Seal)
My commission expires 7-16, 2027

_____
Notary Public

I, Shadavia R. McKnight, a Notary Public of New Hanover County, State of North Carolina, do hereby certify that Steven Sutherland personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal, this the 21st day of June, 2024
(Official Seal)
My commission expires 11/15, 2026

_____
Notary Public

SHADAVIA R MCKNIGHT
NOTARY PUBLIC
New Hanover County
North Carolina
My Commission Expires 11/15/2026