


Shelby County, AL 01/16/2018
State of Alabama
Deed Tax: \$17.50

BLACKBELT OUTDOOR ADVERTISING, LLC

PO Box 3
Marion Junction, AL 36759
Telephone: 205-337-5113
STANDARD LEASE AGREEMENT


20180116000015010 1/5 \$44.50
Shelby Cnty Judge of Probate, AL
01/16/2018 10:43:50 AM FILED/CERT

THIS AGREEMENT made this 1st day of, December, 2017, by and between Maurice Reddell, hereinafter called "Lessor" and **BLACKBELT OUTDOOR ADVERTISING, LLC**, hereinafter called "Lessee".

WITNESSETH

1. The Lessor hereby leases unto the Lessee and the Lessee hereby leases from the Lessor, the use and possession of the portion to be occupied of the following described premises, for the purpose of erecting and maintaining advertising displays (painted, reflectorized printed, illuminated, moving and/or otherwise), including necessary structure devices, communication devices, power poles, and connections and unrelated communication devices.
2. The property herein demised is located on or about 100' North of Highway 70 on the West side of Highway 26, such leased property being part of Lessor's property, situated in Shelby County, Township/City of Columbiana, State of Alabama, being more particularly known as 21-8-28-0-000-001-005 (parcel ID).
3. The term of this lease shall commence upon January 1, 2018, hereafter called the "effective date", and unless terminated earlier by the manner set forth, shall continue for an initial term of 20 years from the effective date, and thereafter from year to year on the same terms, unless terminated as any subsequent anniversary of the effective date by written notice of termination given not less than sixty (60) days prior to such anniversary dates by either the Lessor or Lessee. Lessor agrees that termination shall not be for any other outdoor advertising purpose during the initial term and/or renewal options of this lease.
4. In consideration of the foregoing and the mutual promises herein contained and other good and valuable consideration, the Lessee agrees to pay the Lessor at the rate of (\$1,500) per year rental payable in equal yearly installments by Lessee, for such periods of time as the display(s) contemplated hereunder is/are in position. Such rental is to be paid in advance. When feasible, the payment date will be adjusted to coincide with an anniversary of the effective date. Rent shall be deemed to have been made on the date(s) scheduled unless Lessor notifies Lessee on non---receipt of payment.
5. In the event of any change of ownership of the property hereby leased, the Lessor agrees to notify the Lessee promptly of such change, and the Lessor also 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.
6. Unless specifically stated otherwise herein, the Lessor represents and warrants that it is the Owner of the property herein demised, and that it has full authority to enter into this lease. Lessor hereby agrees to use all reasonable efforts to cooperate with and hereby grants to Lessee the authority to make application for, as Landowner's Agent/Applicant and obtain such permits, licenses, and the like, as are necessary for the construction and operation of the advertising display including without limitation, executing necessary documents required for obtaining such permits and licenses. The Lessor covenants and warrants that if the Lessee shall pay the rental as herein provided and shall keep and perform the other covenants herein stated, the Lessee shall and may peaceable and quietly have, hold, and enjoy the use of the premise herein demised for the term of this lease, such as to include access to the site over any land owned by or under the Lessor.
7. Neither the Lessee or Lessor shall be bound by any agreement or representation, expressed or implied, not contained herein. The lease shall be deemed to have been accepted and its terms enforceable only upon the acceptance hereof by the Lessee in the space provided. Following such acceptance, it shall inure to the benefit of and be binding upon the parties hereto and

their respective tenants, heirs, successors, personal representatives, executors, administrators and assigns. All notices sent under this lease shall be by certified mail, return receipt requested.

8. If at any time the highway view of the Lessee's display is obstructed or obscured, or the advertising value of the display is impaired or diminished, or the use or installation of such displays is prevented or restricted by law or by the Lessee's inability to obtain necessary permits or licenses, or if the Lessee is unable for any period of ninety (90) consecutive days or more to secure and maintain a suitable advertising contract for the displays, or if there occurs a division of traffic from or a change in the direction of traffic on highways and/or roads leading past the Lessee's displays, the Lessee may, at its option, terminate this lease by giving the Lessor fifteen (15) days written notice, and the Lessor agrees to refund to the Lessee the rent previously paid for the unexpired portion of this lease. If thereafter conditions described in this paragraph shall at any time temporarily exist, then the Lessee may at its option instead of terminating this lease, be entitled to an abatement of rent payable hereunder during the period such conditions or any of them exist and to refund of any rent paid in advance for the period of such abatement.

9. All structures, displays, and materials placed upon the said property by the Lessee are Lessee's trade fixtures and equipment, and shall be and remain the Lessee's property, and may be removed by the Lessee at any time prior to or within a reasonable time after the termination of this lease or extension thereof. The Lessor agrees to allow the Lessee full access to the property occupied by the display(s) for the purpose of erecting, maintaining, changing or removing this display(s) at any time. In the event removal of said sign structures and improvements are required, either by cancellation or termination of this Lease or otherwise, Lessee in so removing shall only be responsible for terminating the utilities servicing the sign and the sign support posts at approximately the ground surface level, and filling the remaining subsurface portion of the sign with dirt or other material as may be deemed proper by Lessee. Lessee shall have no obligation to remove the subsurface portion of the sign support posts. Lessor hereby grants to the Department of Transportation the rights to enter the leased property for the purpose of inspecting Lessee's advertising display(s).

10. The Lessor agrees not to erect or permit any other party or outdoor advertising competitor to Blackbelt Outdoor Advertising, LLC to erect any advertising displays or other advertising matter on any property owned or controlled by Lessor, within a radius of six hundred (600) feet of Lessee's displays, not to permit any obstruction to partially or completely obscure the normal highway and/or road view of said display and the Lessee is hereby authorized to remove any such advertising display or other obstruction at its option.

11. The Lessee agrees to save the Lessor harmless from any and all claims or demands on account of bodily injury or physical property damage, caused by or resulting from any negligent or willful act of the Lessee's agents or employees in the construction, maintenance, repair, change or removal or the Lessee's displays on the property, and agrees to carry, at its own cost and expense adequate public liability insurance covering any such contingency so long as this lease shall remain in effect. The Lessor agrees to save the Lessee harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessor.

12. In the event the leased property is encumbered by a mortgage, the Lessor immediately after this lease is executed, will obtain and furnish to Lessee, a non-disturbance instrument for each such mortgage in recordable form which shall recognize the validity of this lease and in the event of a foreclosure of Lessor's interest, the Lessee shall have the right to remain in occupancy of and have access to the property as long as Lessee is not in default of this lease. Upon request of the Lessor or Lessee, Lessor or Lessee as the case may be, shall promptly execute and deliver to the requesting party an estoppel letter which recognizes the validity of the lease.

Signed, sealed and delivered in the presence of:



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Shelby Cnty Judge of Probate, AL
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WITNESS:

ACCEPTED BY LESSOR:

By:

Man L. K.

Owner

Telephone: [REDACTED]

Tax Identification Number: _____

Mailing Address: _____

1720 Alston Farm Rd.

Columbia, AL 35051

Signed, sealed and delivered in the presence of:

WITNESS:

ACCEPTED BY LESSEE:

BLACKBELT OUTDOOR ADVERTISING, LLC.

By:

Dunkin Allred

Dunkin Allred, as its Member

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Maurice Reddell, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1st day of December, 2017.

Notary Seal

Rachel Reddell

Notary Public

My Commission Expires: 8/2018

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Dunkin Allred, whose name as Member of Blackbelt Outdoor Advertising, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, as such Member, and with full authority, executed the same voluntarily for and in the act of said Blackbelt Outdoor Advertising, LLC, on the day the same bears date.

Given under my hand and official seal this the 1st day of December, 2017

Notary Seal

Rachel Reddell

Notary Public

My Commission Expires: 8/2018




20180116000015010 3/5 \$44.50
Shelby Cnty Judge of Probate, AL
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This instrument was prepared without
benefit of title evidence or survey by:

William R. Justice
P.O. Box 587, Columbiana, Alabama 35051

Grantee's address:
P.O. Box 1912
Columbiana, AL 35051


20051031000564440 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
10/31/2005 01:25:02PM FILED/CERT

WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of Seventy Thousand and no/100 DOLLARS (\$70,000.00) to the undersigned
GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the
undersigned James Alton Reddell and Nancy T. Reddell, husband and wife (herein referred to as
GRANTOR, whether one or more) do grant, bargain, sell and convey unto Maurice Wilson Reddell
(herein referred to as GRANTEE, whether one or more) the following described real estate situated
in SHELBY County, Alabama to-wit:

From the Northwest corner of the SE 1/4 of the SE 1/4 of Section 21, Township 21
South, Range 1 West, Shelby County, Alabama, and run South along the West line
of the SE 1/4 of the SE 1/4 of Section 21 for 597.0 feet ± to the Westerly right of way
line of Shelby County Highway #26 to the point of beginning of subject parcel; from
said point, continue said course South 723.0 feet ± to the SW corner of the SE 1/4 of
the SE 1/4 of Section 21; thence continue South along the West line of the NE 1/4
of the NE 1/4 of Section 28 to the Northerly right of way line of Alabama Highway
No. 70; thence deflect left and run South 83 deg. 22 min. East 212.5 feet ± along the
North right of way line of Alabama Highway 70; thence deflect left 45 deg. and run
Northeasterly 100.0 feet to the Westerly right of way line of Shelby County Highway
No. 26; thence run Northwesterly 398.9 feet along the curved Westerly right of way
line of Shelby County Highway 26; thence continue Northwesterly along the right of
way line 135 feet ± to the North line of the NE 1/4 of the NE 1/4 of Section 28;
thence continue Northwesterly and parallel to Shelby County Highway 26 along the
Westerly right of way line of Shelby County Highway 26 755.0 feet ± to the point of
beginning; said parcel being situated in the SE 1/4 of the SE 1/4 of Section 21 and
the NE 1/4 of the NE 1/4 of Section 28, Township 21 South, Range 1 West; being
situated in Shelby County, Alabama.


LESS AND EXCEPT:

A portion of land situated in the NE 1/4 of the NE 1/4 of Section 28, Township 21
South, Range 1 West, and being more particularly described as follows: Begin at the
point of intersection of the West line of the NE 1/4 of the NE 1/4 of Section 28,
Township 21 South, Range 1 West, Shelby County, Alabama, and the North right of
way line of Shelby County Highway No. 70; from the point of beginning thus
obtained, run North along the West line of said 1/4 1/4 Section a distance of 136.50
feet; thence turn right 100 deg. 05 min. and run Easterly a distance of 285.14 feet to
the Westerly right of way line of Shelby County Road No. 26; thence from the last
described course, turn right 79 deg. 13 min. 10 sec. and run Southerly along said right
of way line a distance of 78.30 feet; thence turn right 48 deg. 39 min. 55 sec. and run
Southwesterly along said right of way line a distance of 100.0 feet to the intersection
with the North right of way line of Alabama Highway No. 70; thence turn right 48
deg. 39 min. 55 sec. and run West along said North right of way line a distance of
212.8 feet to the point of beginning; being situated in Shelby County, Alabama.
Mineral and mining rights excepted.

\$70,000.00 of the consideration stated above was paid by a purchase money
mortgage executed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEE, his, her or their heirs and assigns
forever.

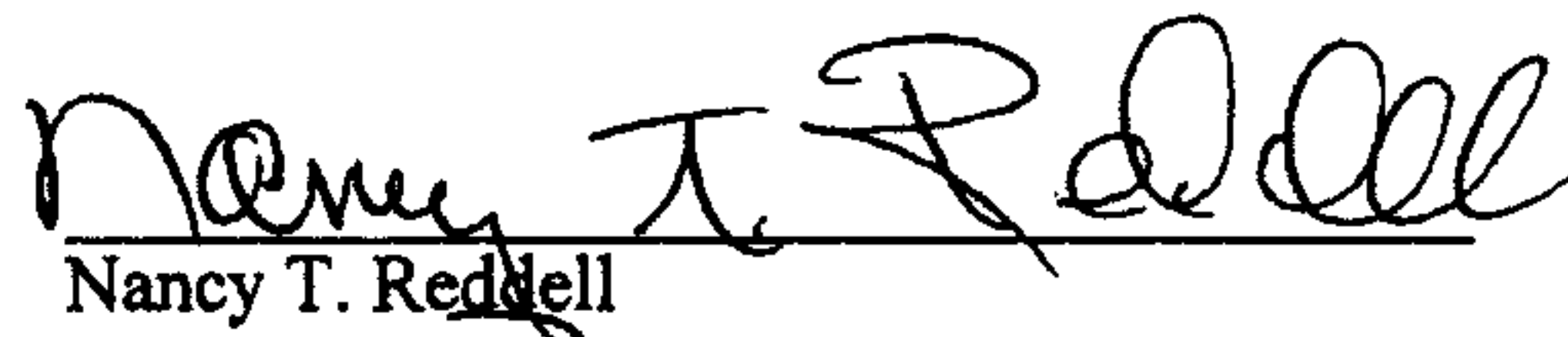
And GRANTOR does for GRANTOR and for GRANTOR'S heirs, executors, and
assigns, covenant with the said GRANTEE and GRANTEE'S heirs and assigns, that


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GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that GRANTOR has a good right to sell and convey the same as aforesaid; that GRANTOR will and GRANTOR'S heirs, executors and administrators shall warrant and defend the same to the said GRANTEE and GRANTEE'S heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal, this 31 day of October, 2005.

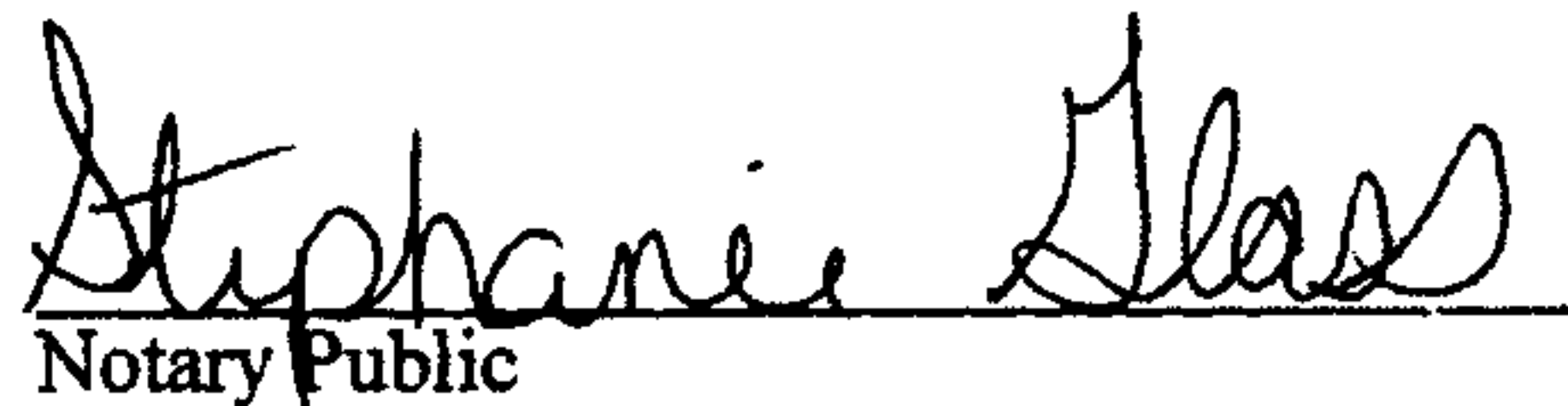

James Alton Reddell


Nancy T. Reddell

STATE OF ALABAMA
SHELBY COUNTY General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Alton Reddell and Nancy T. Reddell, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged 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 31 day of October, 2005.


Notary Public