

20090414000137600 1/7 \$91.00
Shelby Cnty Judge of Probate, AL
04/14/2009 12:42:07PM FILED/CERT

Shelby County, AL 04/14/2009
State of Alabama
Deed Tax: \$62.00

Vista Outdoor Advertising, Inc.
P.O. Box 28375
Chattanooga, TN 37424
Telephone: (423) 645-6558

Prepared By: Stephen D. Blackshear

THIS AGREEMENT made this the 24th day of July, 2008 by and between Michael and Vickie Lewis of 161 Hwy 310 Calera Alabama 35040, hereinafter called the Lessor, and Vista Outdoor Advertising, Inc. 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 purposes of erecting and maintaining advertising displays (painted, reflecting, printed, illuminated, or otherwise). Including necessary structures, devices, power poles and connections.
2. The property herein demised is located approximately 10' feet East of I-65, on the North side of Hwy 25 for the display(s) facing North and South, such leased property being part of the Lessor's property situated in or near the City or Township of Calera, County of Shelby, State of Alabama. (if legal description required see LEGAL DESCRIPTION OF LEASED PREMISES).
3. The term of this lease shall commence on, July 24, 2008, and unless terminated earlier in the manner hereinafter set forth, shall continue for an initial term of ten (10) years from the first day of the first month following the erection of the advertising display(s) (hereinafter called "the effective date"), and shall continue thereafter, for a second term of ten (10) years and thereafter from year to year, on the same terms, until terminate as of an subsequent anniversary of the effective date by giving written notice of the termination given not less than sixty (60) days prior to such anniversary date by either the Lessor or Lessee.
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 \$5.00, for such periods of time as the display(s) contemplated hereafter is (are) not in advertising position, and at the rate of \$400.00 per month for the first term of 10 years and at the rate of \$500.00 second term of 10 years , for such periods of time as the display(s) contemplated hereunder is (are) in position. Such rental is to be paid monthly.



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5. This lease is assignable by either party with written notice. 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 he is either the Owner or the Agent of the Owner of the property herein demised, and that he has full authority to enter into this lease. 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 premises herein demised for the term of this lease such use to include access to the site over the lands under the control of the Lessor.
7. Neither the Lessor nor the Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. This lease shall be deemed to have been accepted and its terms enforceable only upon acceptance hereof by the Lessee in the space provided. Following such acceptance, it shall inure to the benefit and be binding upon the parties hereto and to their respective tenants, heirs, successors, personal representatives, executors, administrators, and assigns.
8. If at any time the highway view of the Lessee's displays is obstructed or obscured, or the advertising value of the displays is impaired or diminished, or the use or installation of such displays is prevented or restricted by law or by Lessee's inability to obtain any 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 display(s) or if there occurs a diversion of traffic from or a change in the direction of traffic on highways leading past the Lessee's display(s), the Lessee may, at its option terminate this lease by giving the Lessor fifteen (30) days written notice.
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 (not to exceed 60 days) after the termination of this lease or any extension thereof. At the termination of this lease, Lessee agrees to restore the surface of the leased premises to its original condition. The Lessor agrees to allow the Lessee reasonable access to the Property occupied by the displays for the purpose of erecting, maintaining, changing or removing the displays at any time.

Handwritten initials

10. The Lessor agrees not to erect or permit any other party to erect any off-premise advertising displays or other off-premise advertising matter on any property owned or controlled by the Lessor within a radius of one thousand (1000) feet of Lessee's displays, not to permit any other obstruction to partially or completely obscure the normal highway view of said displays, and the Lessee is hereby authorized to remove any such other 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, repairs, change or removal of 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. Lessee hereby reserves the right, and said right is granted to Lessee to sell, assign and set over all of the Lessee's right, title and interest in this lease to any financially responsible assignee upon the express and written assumption by the assignee of all of the obligations of the Lessee herein named and upon such assumption, Lessee shall be fully discharged from any and all obligations under this lease agreement.
13. Placement of this sign shall remain in the existing location.
14. **ADDITIONAL PROVISIONS.** The provisions provided hereafter are hereby incorporated herein by specific reference thereto and constitute a part of this agreement:
 - A. Upon signing Lease Lessee agrees to pay Lessor \$3000.00 .
15. No action for default shall be brought by either party unless the aggrieved party first provides written notice of the default to the other party and allows for a reasonable opportunity, not to exceed thirty (30) days, for the default to be cured.

LEGAL DESCRIPTION OF LEASED PREMISES: Deed Book _____ Page _____.
See Attached Description

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Shelby Cnty Judge of Probate, AL
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This instrument was prepared by:
Michael T. Atchison, Attorney at Law, Inc.
101 West College
Columbiana, AL 35051

Send Tax Notice To: Michael W. Lewis
161 Hwy 310
Celtana AL 35040

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA

} KNOW ALL MEN BY THESE PRESENTS,

20080317000109390 1/2 \$50.00
Shelby Cnty Judge of Probate, AL
03/17/2008 04:15:44PM FILED/CERT

SHELBY COUNTY

That in consideration of Thirty Four Thousand Six Hundred Sixty Six dollars and Zero cents (\$34,666.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Kermit H. Roberson, a Married man, Kenneth E. Roberson, a Married man and Vicky R. Lewis, a Married woman (herein referred to as grantors) do grant, bargain, sell and convey unto Michael W. Lewis and Vickie Lewis (herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

Commence at the Southeast corner of the Northeast quarter of the Northwest quarter of Section 22, Township 22 South, Range 2 West, Shelby County, Alabama and run thence North 03 degrees 05 minutes 00 seconds East along the East line of said quarter-quarter a distance of 294.00 feet to a rebar corner on the North margin of "Old Alabama Highway No. 25"; thence run South 60 degrees 48 minutes 45 seconds West along the North boundary of said highway a distance of 201.73 feet to a found old corner; thence continue last course along said highway a distance of 164.34 feet to a found old steel corner and the point of beginning of the property, Parcel - 3, being described; thence continue last described course a distance of 100.00 feet to a set rebar corner; thence run North 40 degrees 30 minutes 00 seconds West a distance of 144.00 feet to a set rebar corner; thence run North 84 degrees 15 minutes 00 seconds West a distance of 315.19 feet to a set rebar corner; thence run North 15 degrees 34 minutes 39 seconds West a distance of 52.81 feet to a steel corner on the southerly margin of a 100 foot wide railroad right of way; thence run South 79 degrees 22 minutes 43 seconds East along said margin of said railroad right of way a distance of 449.14 feet to a set steel corner; thence run South 79 degrees 26 minutes 04 seconds East a distance of 2.74 feet to a set steel corner; thence run South 13 degrees 30 minutes 00 seconds East a distance of 351.71 feet to the point of beginning.

Vicky R. Lewis and Vickie Lewis are one and the same person.

Subject to taxes for 2008 and subsequent years.

Constitutes no part of the homestead of the grantors or grantors spouses.

TO HAVE AND TO HOLD, Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminate during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE: their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrance unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (ou) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, again the lawful claims of all persons.

(\$0.00) of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 6 day of March 2008.

Vicky R. Lewis (Seal)
Vicky R. Lewis

Kermit H. Roberson (Seal)
Kermit H. Roberson

Karen Langley (Seal)

Kenneth E. Roberson (Seal)

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STATE OF ALABAMA

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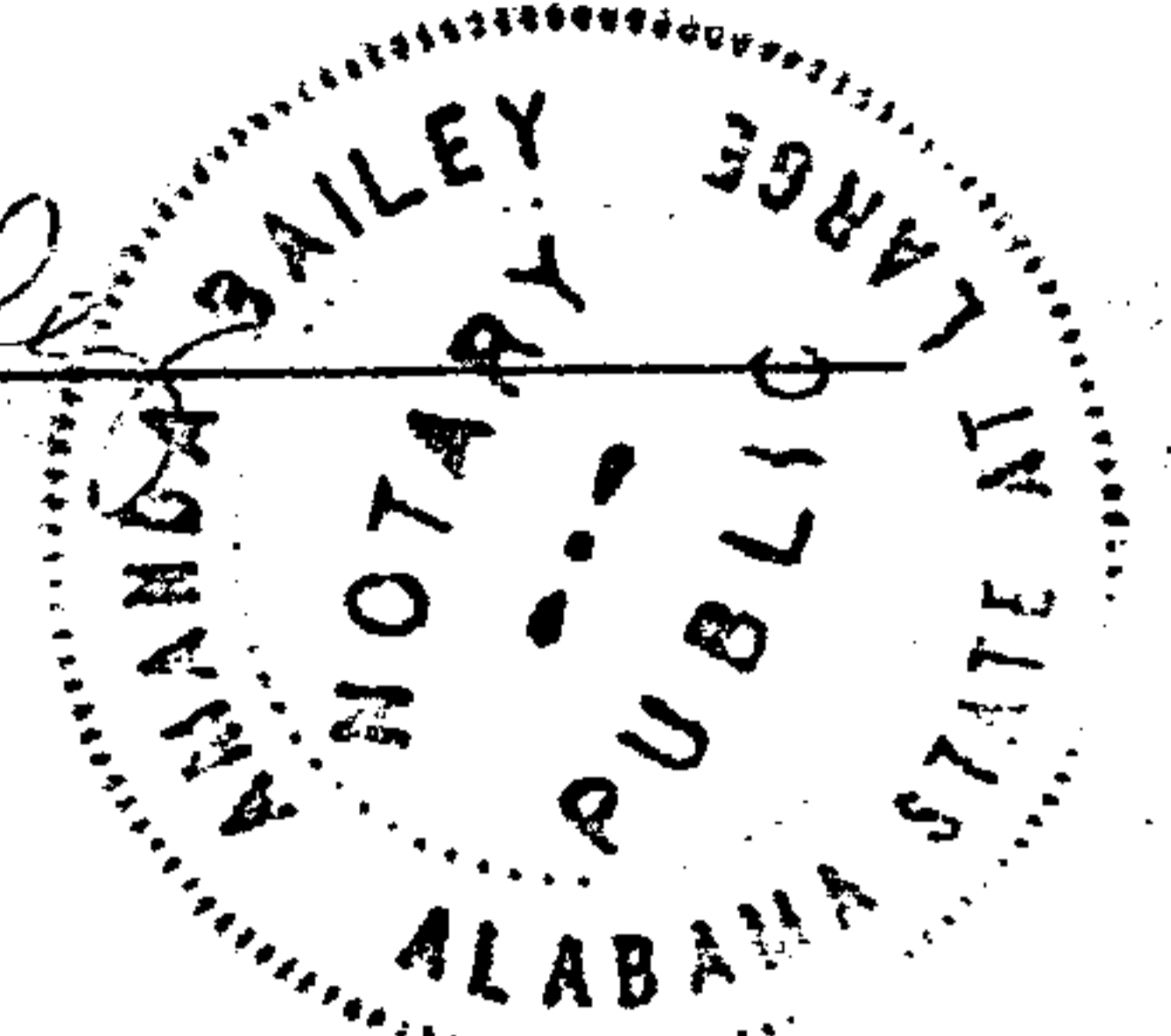
General Acknowledgment

COUNTY OF SHELBY

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

Given under my hand and official seal this 10th day of March 2008.

Armanda Bailey
Notary Public
My Commission Expires:



STATE OF Georgia

}

General Acknowledgment

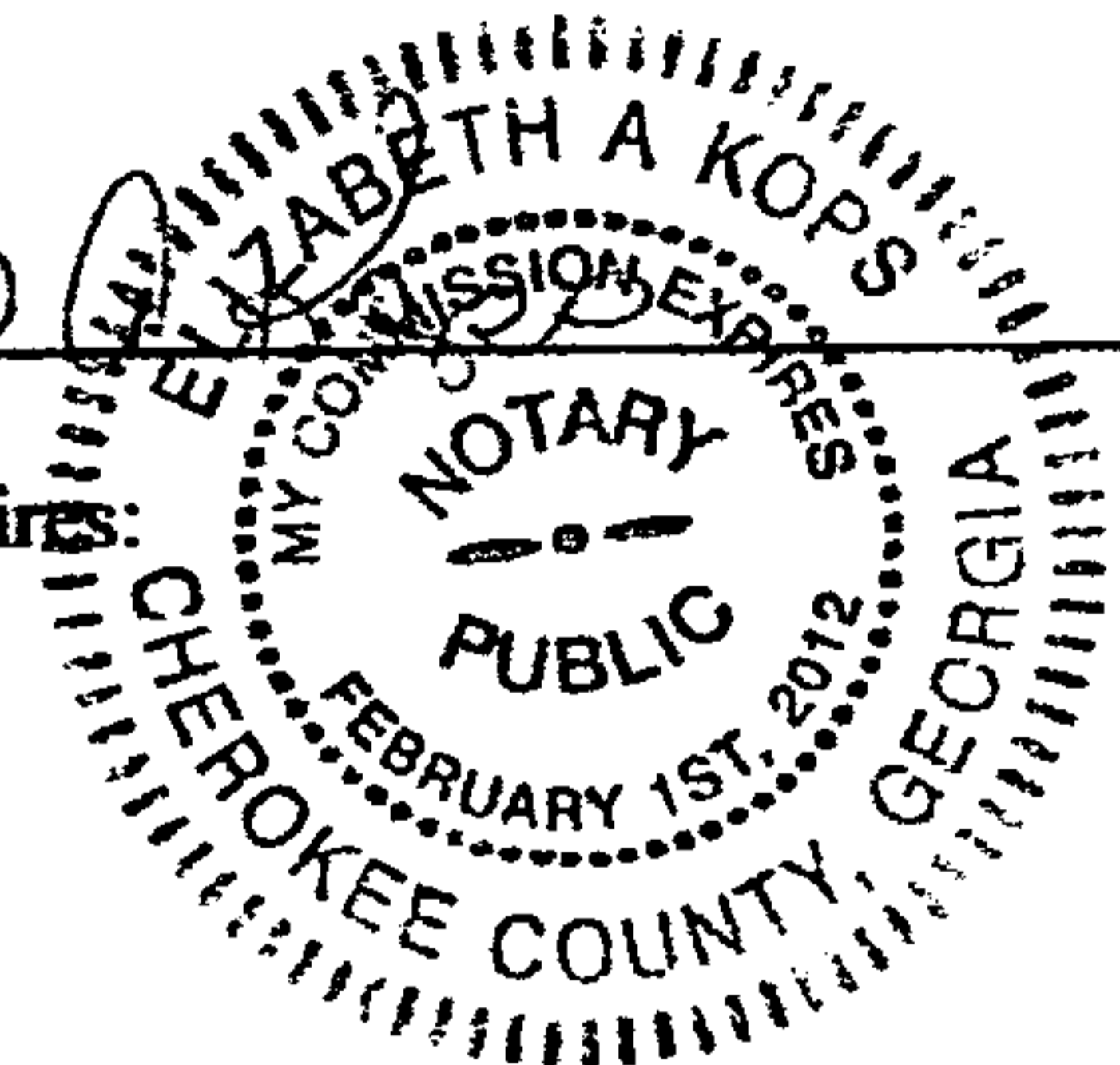
COUNTY OF Cherokee

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

Given under my hand and official seal this 6 day of March 2008.

Shelby County, AL 03/17/2008
State of Alabama
Deed Tax: \$35.00

Elizabeth A. Kops
Notary Public
My Commission Expires:



STATE OF ALABAMA

}

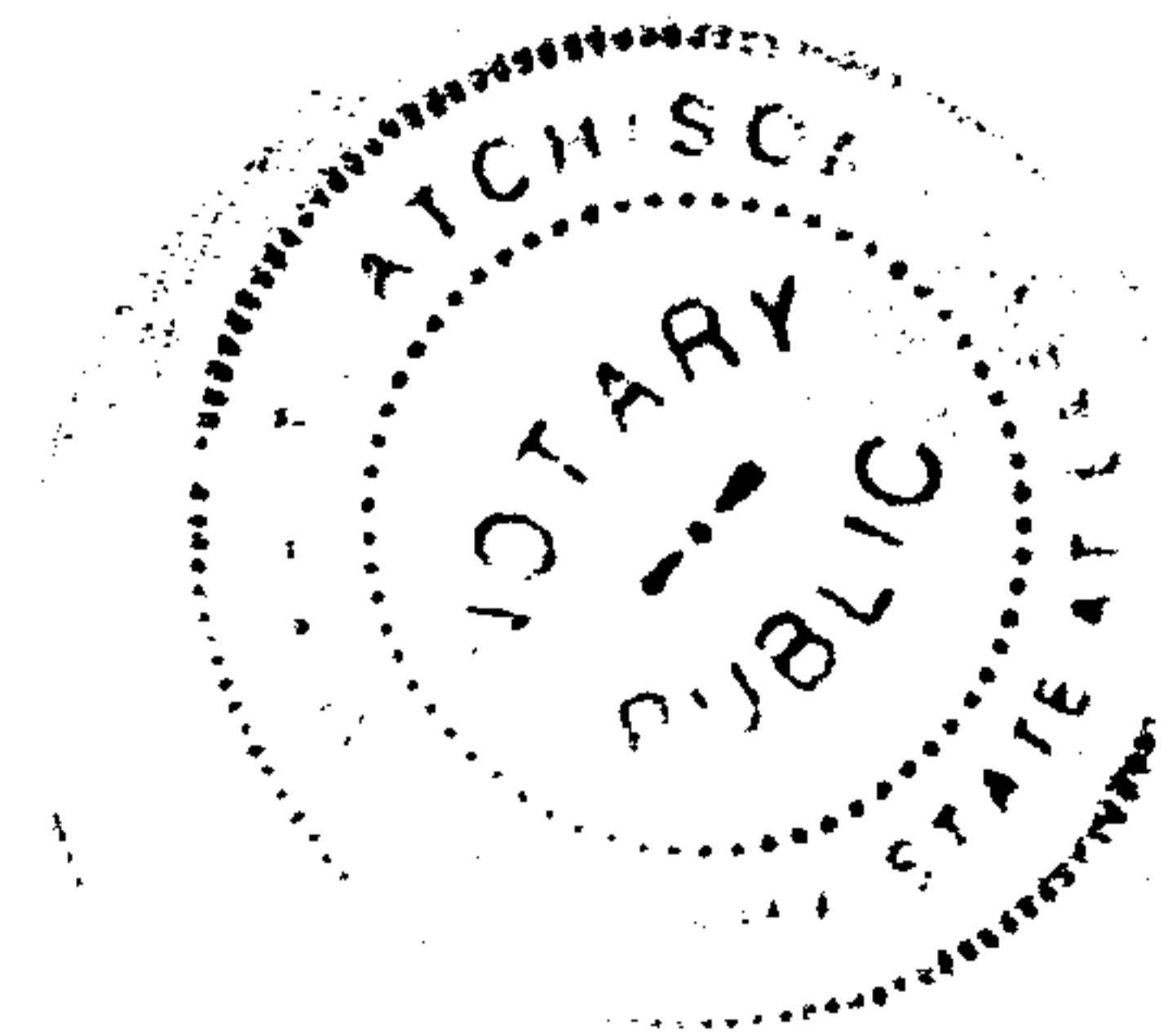
General Acknowledgment

COUNTY OF SHELBY

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

Given under my hand and official seal this 10th day of March 2008.

Vicky R. Lewis
Notary Public
My Commission Expires:



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Executed this 24th day of July, 2008.

BY: Michael W Lewis
(Signature of Lessor)

Vickie Lewis
(Signature of Lessor)

Michael W Lewis
(Type or Print Lessor's name)

Vickie Lewis
(Type or Print Lessor's Name)

(Federal Tax ID No or SSN)

(Federal Tax ID No or SSN)

161 Hwy 310
(Address)

161 Hwy 310
(Address)

Calera, Shelby, AL 35040
(City, County, State, Zip)

Calera, Shelby, AL 35040
(City, County, State, Zip)

(Witness' Signature)

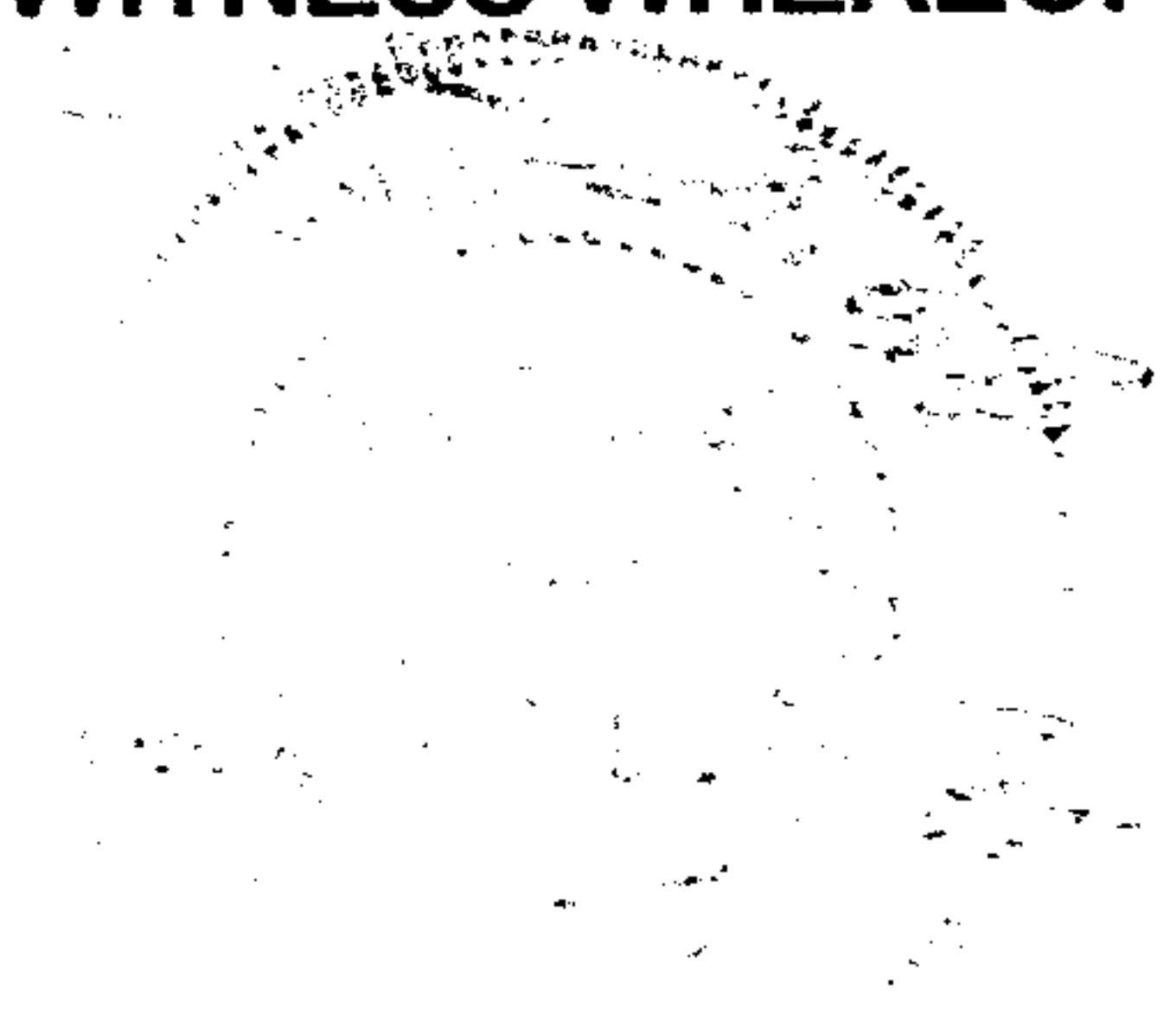
(Witness' Signature)

STATE OF: Alabama

COUNTY OF: Shelby

On this 24th day of July, 2008, before me personally appeared Michael & Vickie Lewis (Lessor), to me known to be person(s) described in and who executed the foregoing instruments and acknowledged that he/she executed the same as his/her free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notaries Seal.




Connie B. Payton
(Notary Public)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 22, 2009
REGISTERED WITH NOTARY PUBLIC IN THE STATE OF ALABAMA

Executed this 24th day of July, 2008.

BY: *Stephen D. Blackshear*
(Signature of Lessee)

Stephen D. Blackshear
(Type or Print Lessee's name)


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Vista Outdoor Advertising, Inc.
(Company)

P. O. Box 28375
(Address)

Chattanooga, Tenn. 37424
(City, County, State, Zip)

(423) 645-6558
(Telephone Number)

STATE OF: Alabama

COUNTY OF: Shelby

On this 24th day of July, 2008, before me personally appeared Stephen D. Blackshear (Lessee), to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notaries Seal.

Connie B. Payton
(Notary Public)



NOTARY PUBLIC STATE OF ALABAMA BY LAW
MY COMMISSION EXPIRES: Jan 21, 2010
RECORD THIS! NOTARY PUBLIC (UNREGISTERED)