


[Handwritten initials]

Vista Outdoor Advertising, Inc.
P.O. Box 28375
Chattanooga, TN 37424
Telephone: (423) 645-6558
Fax (423) 855-6328
Prepared By: Stephen D. Blackshear


20170626000226950 1/7 \$33.00
Shelby Cnty Judge of Probate, AL
06/26/2017 11:15:12 AM FILED/CERT

THIS AGREEMENT made this the 9th day of June, 2017 by and between Phillip J Lusco of 1475 Hwy 42 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.
2. The property herein demised is located approximately 5' East of Highway 119, and 210' North of Highway 22 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 Montevallo, 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, June 9th, 2017, and unless terminated earlier in the manner hereinafter set forth, shall continue for an initial term of five (5) 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, from year to year, on the same terms.
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 \$100.00 per month.
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.

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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 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 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 (15) days written notice. The lessor may terminate this lease anytime with a ninety (90) day notice if property is sold or leased to anyone who objects to this Advertising display or any portion of this display. This decision is to be made solely by lessor. Lessor agrees not to allow new owner or lessee to erect or maintain any off-premise advertising sign for the five year term.
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. 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.
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 one thousand (1000) feet along Hwy 119 of Lessee's displays



20170626000226950 2/7 \$33.00
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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. Lessee agrees to furnish Lessor a copy of public liability insurance policy.

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. **ADDITIONAL PROVISIONS.** The provisions provided hereafter are hereby incorporated herein by specific reference thereto and constitute a part of this agreement:

- a. Lessee agrees to keep grass cut from Hwy 119 and the south property line easterly along drive way for approximately 75 feet.
- b. Lessee agrees not to advertise any direct competitor of Lessor's new owner, tenant or Lessee of said property.
- c. Lessee agrees not to take any advertising contract over 12 months.

14. 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 1994
Page 21019.



20170626000226950 3/7 \$33.00
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This form furnished by: Cahaba Title, Inc.

Eastern Office (205) 833-1571 FAX 833-1577
Riverchase Office (205) 988-5400 FAX 988-9905

This instrument was prepared by:
(Name) Courtney Mason & Assoc. PC
(Address) PO BOX 360187
Birmingham, AL 35236-0187

Send Tax Notice to:
(Name) Paul Samuel Lusco & Phillip J. Lusco
(Address) 200 Mountain Vista Drive
Palham, AL 35124

WARRANTY DEED

STATE OF ALABAMA }
Shelby COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Five Hundred and no/100ths \$500.00 DOLLARS

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is hereby acknowledged, I or we, Paul Samuel Lusco and Phillip J. Lusco, both married men (herein referred to as grantor, whether one or more), do grant, bargain, sell and convey unto Paul Samuel Lusco and Phillip J. Lusco, as joint tenants in common (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

See legal description attached as Exhibit "A"

Less and except mineral and mining rights not owned by the Grantors.

Subject to the following:

1. Ad valorem taxes,
2. Transmission Line Permit to Alabama Pwr Company as shown by instrument recorded in Deed Book 136 page 335; Deed Book 143 page 434 and Deed Book 87 page 277 in Probate Office.
3. Right of way granted to Shelby County by instrument recorded in Deed Book 124 page 179 in Probate Office.

This deed is being recorded to correct the marital status and form of ownership as recorded in deed recorded in INST. #1996-00941.

Inst # 1996-21019

07/01/1996-21019
09:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
092 00A 12.00

20170626000226950 4/7 \$33.00
Shelby Cnty Judge of Probate: AL
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TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs, or their successors and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, or its successors and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns, or its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereto set my (our) hand(s) and seal(s) this _____ day of April 15, 1996.

Paul Samuel Lusco (Seal)
Paul Samuel Lusco
Phillip J. Lusco (Seal)
Phillip J. Lusco

(Seal)

STATE OF ALABAMA }
Shelby County } General Acknowledgment

I, Paul Samuel Lusco and Phillip J. Lusco, a Notary Public in and for said County, in said State, hereby certify that Samuel Lusco and Phillip J. Lusco, married men, whose name(s) 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 15th day of April, 1996.

John H. 2000

Richard D. Crutcher
Notary Public

My Commission Expires:

EXHIBIT "A"

RH.

Inst # ~~100-21019~~
1999-50410

12/13/99-50410
~~8770171996-21019~~
09:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SMA 12.00

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 2, Township 22 South, Range 3 West, described as follows: Commence at the Northeast corner of the SW 1/4 of the NE 1/4 of Section 2, and go South 01 deg. 45 min. 52 sec. East along the East boundary of said 1/4 1/4 Section for 49.54 feet to the Southeast corner of Lot 11, of the Meadow Green Subdivision, as recorded in Map Book 6 page 59 in the Probate Office of Shelby County, Alabama, being the point of beginning; thence North 89 deg. 17 min. 30 sec. West along the South boundary of said Subdivision for 1330.27 feet to the East boundary of Highway 119; thence South 01 deg. 09 min. 00 sec. East along said East boundary for 555.24 feet; thence North 89 deg. 48 min. 13 sec. East for 420.00 feet; thence South 01 deg. 21 min. 15 sec. East for 210.00 feet to the North boundary of Highway No. 22; thence South 89 deg. 37 min. 00 sec. East along said North boundary for 308.47 feet to the beginning of a curve to the right having a central angle of 30 deg. 33 min. 50 sec. and a radius of 1210.31 feet; thence Easterly along said curve for 645.63 feet to the East boundary of said 1/4 1/4 Section; thence North 01 deg. 45 min. 52 sec. West along said East boundary for 922.00 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT any portion of above described property which lies between existing fence, as shown on the survey of James A. Riggins, dated February 22, 1988, along the Easterly boundary of said property and the East property line as described above.

PL



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Executed this 9th day of June, 2012.

BY: Phillip J. Lusco
(Signature of Lessor)

(Signature of Lessor)

Phillip J. Lusco
(Type or Print Lessor's name)

(Type or Print Lessor's Name)

(Federal Tax ID No or SSN)

(Federal Tax ID No or SSN)

1475 Hwy 42
(Address)

(Address)

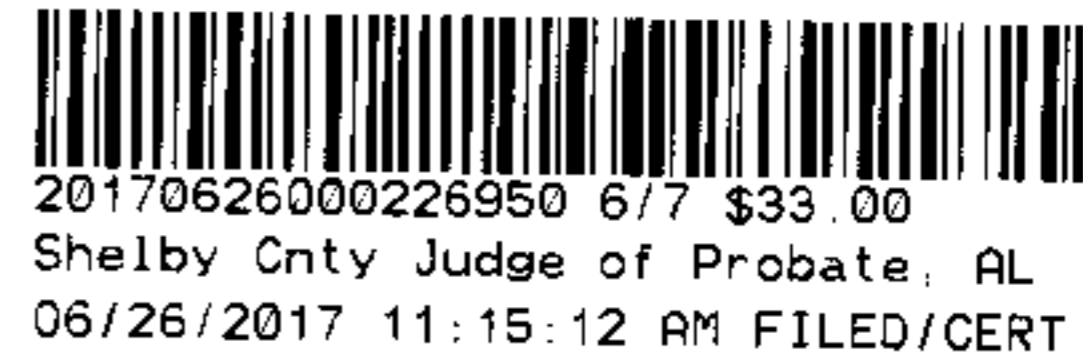
Calera, Alabama 35040
(City, County, State, Zip)

(City, County, State, Zip)

(Witness' Signature)

(Witness' Signature)

STATE OF: Alabama
COUNTY OF: Shelby



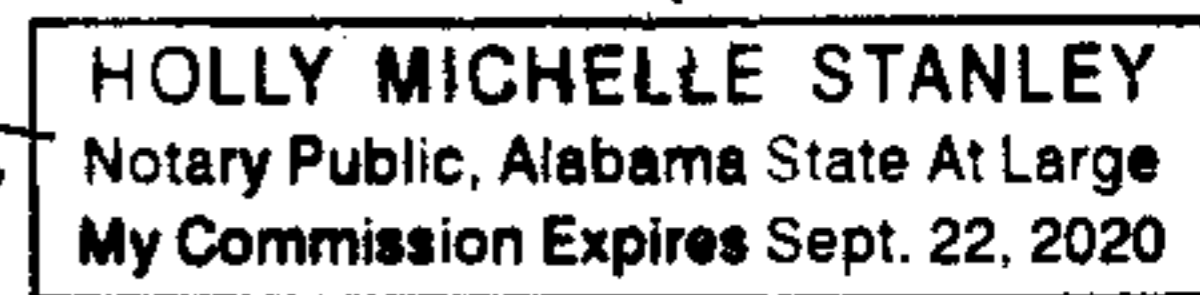
On this 9 day of June, 2012, before me personally appeared Phillip J. Lusco (Lessor), to me known to be person(s) described in and who executed the foregoing instruments and acknowledged that he/she executed the same as his/her free act and deed.

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

Holly Michelle Stanley
(Notary Public)

Executed this 9 day of June, ~~2012~~ 2017

BY: _____
(Signature of Lessee)



Executed this 12th day of June, 2017.

BY: [Signature]
(Signature of Lessee)


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

Vista Outdoor Advertising, Inc.
(Company)

P.O. Box 28375
(Address)

Chattanooga, TN 37424
(City, County, State, Zip)

(423) 645 - 6558
(Telephone Number)


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STATE OF: TN

COUNTY OF: Hamilton

On this 12th day of June, 2017, before me personally appeared Stephen 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 Notarial Seal.

My Commission Expires June 22, 2020

[Signature]
(Notary Public)

