

202000004148
 Filed for Record in
 FAIRFIELD COUNTY, OH
 GENE WOOD, COUNTY RECORDER
 02-28-2020 At 03:07 PM.
 LEASE 62.00
 OR Book 1816 Page 2735 - 2737

Land Lease Agreement

On this day-

Landowner, (Lessor), Chaos LLC - enters in to lease agreement with
 sign owner, (Lessee), Kennedy Outdoor Advertising LLC under the written conditions
 that follow:

This agreement shall be binding to any other party assuming control or ownership of said property.

Sign Location- Billboard will be located at: 8010 Lancaster-Newark Rd NE Baltimore, OH
Parcel # - (0490254400) 43105
 Township: Walnut TWP
 County: Fairfield County

Duration of lease is to be 15 years from the date of signing. Lessee has option to renew this agreement every five years there after but would be required to increase land lease payment to Lessor by 5% each time lease is renewed.

The location of the billboard on the above listed premises must be mutually agreed upon by Lessor and Lessee before billboard structure is placed on the Lessor's property. Lessee agrees to place (1) billboard structure on the premises.

(Lessee) agrees to pay (Lessor) \$200.00 every month for the duration of the lease. Payments shall commence the day that construction for the billboard starts on the Lessor's premises.

If at any time during the lease the Lessee would fail to make a monthly payment to Lessor for any longer period of time than sixty days, the Lessor must notify the Lessee in writing in regards to the matter. If the Lessee does not respond or pay the past due payments within six months, after the written notification from the Lessor, the Lessor would then have the right to terminate this agreement.

In the event of Lessor's death, this agreement will be assumed with all legal and binding rights, by his heirs, or owner of leased premises, and they shall be considered the (Lessor).

During the term of the lease, the billboard owner (Lessee) shall have the right to construct and maintain the billboard structure on the premises listed above including installation of underground or overhead electrical service. The Lessee agrees to keep sign structure properly maintained for the duration of the lease. Lessee agrees to maintain the appearance of the structure as to not devalue or hinder the overall appearance of Lessors property.

(Lessor) grants to billboard owner (Lessee) and also billboard owner's employee's, the right of reasonable access to the premises for the purpose of erecting and maintaining the display at all times during the term of the agreement.

Lessee shall indemnify and hold Lessor harmless against any and all claims, liabilities, damages, or losses resulting from any injury or death of any person or damage to property occurring on or about the leased premises or in any manner in conjunction with the use of the premises and the operation and maintenance of the sign.

Billboard owner (Lessee) shall be responsible for all costs associated with the maintenance and operation of the billboard as well as the construction costs of the billboard. This would include the supply of electrical power to the billboard as well as all state and local permits.

The billboard shall remain the personal property of the billboard owner (Lessee) and upon the termination of this lease, lessee has the option to remove or leave sign structure on the premises. If the structure is not left on the premises, lessee would be required to remove sign to ground level.

Billboard owner has the right to maintain the visibility of the billboard structure and also the visibility of the advertisements placed on the billboard structure. No object, building, or any other entity may be placed in a position on the property that would interfere with the visibility of the advertisements. This would include the billboard owner's right to maintain the visibility of the billboard by trimming or cutting any type of trees or vegetation that may interfere with the traffic's ability to see the billboard. Lessee must notify Lessor before extensive tree trimming or vegetation clearing commences.

Billboard owner shall have the right to terminate this agreement by giving landlord (Lessor) sixty days notice in writing in the event that any covenant or restriction or any statute, ordinance, regulation or requirements of any governmental entity relating to billboard owners use of the premises shall prohibit or limit or restrict billboard owners use of premises as contemplated by this agreement. In the event of the Lessor selling the property of the above stated premises, Lessor must be notified of sale and given first option to purchase property at fair market value. If a street or road were to be re routed making the visibility of the billboard less visible or rendered useless in regards to visibility, or a visual obstruction such as a tree or neighboring structure should hinder visibility of the billboard, then the Lessee would then have the right to terminate the lease agreement.

The Lessee has the option to transfer, (sell) this agreement to another individual or company as long as the company or individual assumes and abides by all the terms and regulations set forth in this agreement.

This agreement may be ended or revised at any time upon the mutual agreement of both parties.

Lessee, (Billboard Owner), has six months from date of signing to cancel this lease agreement if after further research feels that the billboard structure will not be as profitable as initially intended, if underground or overhead utilities restrict placement of the billboard, or if government entities will not allow construction of the billboard.

Lessor- (property owner)- *Chas LLC*

Signature- *[Handwritten Signature]*

Date- *2-28-2020*

Lessor Address- *8010 Lancaster-Newark Road
Baltimore, Ohio 43105*

Lessor Phone Number- *740-808-2129*

Lessee- (billboard owner)- *Richard Kennedy - (Kennedy Outdoor Advertising LLC)*

Signature- *[Handwritten Signature]* *Richard Kennedy*

Date- *2-28-2020*

Lessee Address- *9327 Martinsbury Rd Saint Louisvile, OH 43071*

Lessee Phone Number- *740-258-7083*

Document Prepared by: *Richard C. Kennedy - (Kennedy Outdoor Advertising LLC)*

Kimberly G Russell
Notary State of Ohio
Com. Exp. MAY 12, 2023

