



# SIGN LOCATION LEASE

Date: April 7, 2022

Structure Number: 5264-01,02, and 03

Name: Mary A Maloney, Estate of

Address:

Social Security/Federal ID #:

Phone:

Owner of the hereinafter described real estate (Lessor) hereby leases to Apple Outdoor Advertising (Lessee) one (1) site(s) of approximately 500 square feet, more particularly described and diagramed herein, for the exclusive purpose of erecting, placing and maintaining two (2) outdoor advertising sign structure(s) containing three (3) advertising faces, approximately fifty (50) feet long on Lessor's property located in Cecil County, State of MD with the following legal description: Cecil Map 27G, Parcel 674, Lot 37 Bridge Street s/o Laurel Drive e/s, f/n and f/s

For a period of ten (10) years at a rental of see below per year (paid monthly) payable beginning on April 1, 2022.

Lessor shall not cause nor permit any advertising sign structure other than Lessee's to be erected or placed on the above described site(s) nor cause nor 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 the property of Lessee and Lessee is granted a reasonable time to remove the sign structure(s) after the termination of this agreement. It is further agreed that Lessee shall be entitled to an apportionment on the basis of the value of its leasehold interest of any awards or compensation received 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).

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. Except as provided in the next sentence, 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 of this agreement. Lessor makes no representations or warranties with respect to whether or not such a structure and sign may lawfully be placed on the property.

This Lease shall not obligate Lessee in any way until it is accepted and signed by an executive officer of Lessee at the executive offices of Lessee or by the General Manager of the regional office of Lessee, which will be responsible for executing Lessee's duties under this agreement. It is understood that this agreement constitutes the entire agreement and understanding between the parties and supercedes all prior representations, understandings, and agreements relating to the site(s). This agreement may not be modified except in writing signed by Lessor and an executive officer of Lessee or the General Manager of the regional office of Lessee, which will be responsible for executing Lessee's duties under this agreement. Lessor grants the right to renew this agreement for one (1) additional five (5) year term under the same terms and conditions as appear herein.

Neither Lessor nor Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. This agreement shall be binding and shall inure to the benefit of the heirs, executors, personal representatives, successors, transferees in interest and assigns for the parties hereto. Lessor agrees to notify Lessee of any change of ownership of the real estate or of Lessor's mailing address within thirty (30) days of such change. Apple Outdoor Advertising shall have the absolute right to assign or sublet.

Lessor acknowledges receipt of payment from Lessee in the amount of \$0.00 representing the first month's rental payment and option on the site(s) described in this agreement.

Rental shall be \$2,250 per annum

SF		BB	X	VType	X	Facing Traffic: N S E W	Side Hwy: N S E W	Illum		S/L		D/L	
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The parties acknowledge and agree that they have read and are bound by the additional terms and conditions contained in and on the reverse side of this agreement.

APPLE OUTDOOR ADVERTISING, INC.

Accepted by: [Signature]

Title: Pres.

This instrument was prepared and

Leased by: \_\_\_\_\_

Date: \_\_\_\_\_

LESSOR

Name: Patricia A Maloney

per. rep. ESTATE OF MARY MALONEY

Name: PATRICIA A MALONEY PER. REP.

ESTATE OF MARY MALONEY

Address: 90 PERCH CREEK RD.

EIKTON, MD. 21921

Date: April 8<sup>th</sup>, 2022

## ADDITIONAL TERMS AND CONDITIONS

Lessor consents and grants to Lessee the 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 lawful site(s) satisfactory to Lessee on Lessor's property if the maintenance of the sign structure(s) described herein is proscribed by federal, state or local statute, ordinance or regulation.

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 and consents to Lessee the right to reasonably locate the sign structure(s) on the site(s) to achieve optimum visibility to the traveling public. 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 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 is unable to secure or maintain a required permit or license from any appropriate governmental authority, (b) federal, state or local 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) is impaired or diminished, (d) the advertising value of the sign structure(s) is impaired or diminished, (e) Lessee is unable to secure or maintain a suitable advertising contract for the sign structure(s) for a period of ninety (90) consecutive days or more, or (f) if there occurs a diversion of traffic from or a change in the 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.

It is acknowledged by the parties that the payments required hereunder are predicated on monthly rates. In the event that provisions of the preceding paragraph become operative, or the term of the agreement commences on some day other than the first day of a month, all payments required hereunder shall be prorated based upon a thirty (30) day month. Payments shall be deemed received by Lessor upon deposit by Lessee at a United States Post Office.

Lessee hereby agrees to refrain from posting on this property advertising for competitive businesses of Lessor.

Lessee agrees to indemnify, defend and save Lessor harmless from claims or demands on account of bodily injury or physical property damage caused by or resulting from the negligence or willful acts of Lessee in erecting, maintaining or removing the sign structures or otherwise entering upon the premises to gain access to such structures.

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.

During any renewal term, Lessee reserves the right to terminate this agreement upon six (6) months written notice to Lessor. In the case of any such termination by Lessee during any renewal term of this agreement, Lessor agrees to refund any prepaid amounts on a prorated basis.

Lessee shall have the first option to purchase the above-described Premises in the event the property is for sale. The consideration for this option is included in the lease cost. Any sale of the property to a third party must be made subject to this Lease and Lessor agrees to inform any purchaser of the existence of this Lease.