

WAYFINDING SIGN LICENSE AND MAINTENANCE AGREEMENT

THIS WAYFINDING SIGN LICENSE AND MAINTENANCE AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2025, by and among JMATT3X, LLC, an Alabama limited liability company ("JMA") and the CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama ("City").

WHEREAS, City has requested and JMA has agreed to allow City to install a wayfinding sign upon a portion of property owned by JMA and known as the Bellehouse Venue located at 4097 Sullivan Street, Madison, Alabama 35758 ("Bellehouse Property"), subject to the terms, provisions, and conditions contained in this Agreement; and

WHEREAS, City will maintain the sign in accordance with the terms of this Agreement; and

WHEREAS, all parties are desirous of entering into this Agreement for the purpose of confirming the mutual understanding of the parties.

NOW, THEREFORE, in consideration of the recitals and of the agreements and covenants herein contained, the parties hereto agree as follows:

1. Sign Easement and Maintenance Area. JMA hereby grants to City permission to install and maintain one wayfinding pole sign on a portion of the Bellehouse Property more particularly described in Exhibit "A" attached hereto and incorporated herein ("Sign Area"). Subject to any and all existing improvements or conditions, JMA shall not construct, erect, or maintain any barriers, walls, or structures on, over, across, upon, or above the Sign Area that would interfere with or that would materially impair the useability of the Sign Area.
2. Landscaping Maintenance within Sign Area. Should landscaping exist within the Sign Area, JMA agrees, at its sole cost and expense, to provide routine landscaping maintenance within the Sign Area.
3. Maintenance and Repair. City, at its sole cost and expense, shall maintain or cause to be maintained in good repair and condition, the sign and any and all improvements constructed or installed by City on or within the Sign Area. Except in case of emergency, City shall limit repair and replacement work such that it does not conflict with scheduled Bellehouse Property events. Additionally, JMA agrees to make the Sign Area available to City to allow City to inspect, repair, or replace the Sign.

4. Term, Amendment, Termination.

(a) The term of this Agreement shall commence on the date that both parties have executed the Agreement, and it shall continue for five (5) years. This Agreement may be extended upon mutual written agreement of the parties. In the event that the parties do not agree to an extension prior to the expiration date, this agreement shall automatically continue on a month-to-month basis until amended or terminated in accordance with Section 4(b).

(b) Amendment & Termination. The parties reserve the right to modify, terminate, or amend this Agreement by mutual written agreement. No amendment or termination shall be effective unless in writing and signed by the parties. In the event that either party desires to terminate this Agreement, the party so desiring shall provide at least ninety (90) days' written notice to the other party.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each event the remainder of this Agreement or the application of such term, covenants, condition or provision to any person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

7. Governing Law. This Agreement shall be interpreted in accordance with Alabama law without regard to its conflict of law provisions.

8. Hold Harmless & Indemnification. JMA agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of JMA or its individual employees, officials, agents, and representatives pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify JMA from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of City or its individual employees, officials, agents and representatives pursuant to the instant Agreement.

8. Counterparts; Separate Signature Pages. This Agreement may be executed in one or more counterparts and on separate signature pages, and as so executed all of which shall constitute one and the same document.

9. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been

relied upon by either party. Each party has had a full opportunity to examine this Agreement and/or has had an opportunity to have its counsel review said Agreement on its behalf.

10. Notices. All notices pursuant to this Agreement shall be deemed delivered when sent via certified mail or e-mail to the following addresses:

City of Madison Director of Development Services
Attn: Mary Beth Broeren
100 Hughes Road
Madison, Alabama 35758
MaryBeth.broeren@madisonal.gov

With a copy to:
City of Madison Legal Department
Attn: City Attorney
100 Hughes Road
Madison, Alabama 35758
legal@madisonal.gov

All notices to JMA shall be addressed as follows:
Brenda Matthews
PO Box 461
Madison, AL 35758

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written below.

[Signature Pages to Follow.]

JMATT3X, LLC, an Alabama limited liability company

By: Brenda Matthews CEO
Brenda Matthews, Chief Executive Officer

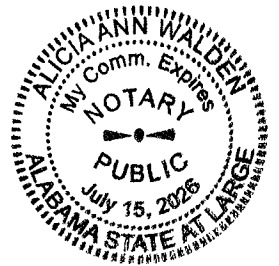
STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brenda Matthews, whose name as Manager of JMATT3X, LLC, an Alabama limited liability company, 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 this instrument, she, as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on the 18th day of February, 2025.

Alicia Ann Walden
NOTARY PUBLIC
My commission expires: 7/15/2026



CITY:

CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama

By: _____
Paul Finley, Mayor

ATTEST:

By: _____
Name: Lisa D. Thomas
Its: City Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, a municipal corporation in the state of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, they executed the same voluntarily for and as the act of the City of Madison, Alabama, on the day the same bears date.

GIVEN under my hand and official seal this the ____ day of _____, 2025.

NOTARY PUBLIC
My Commission Expires: _____

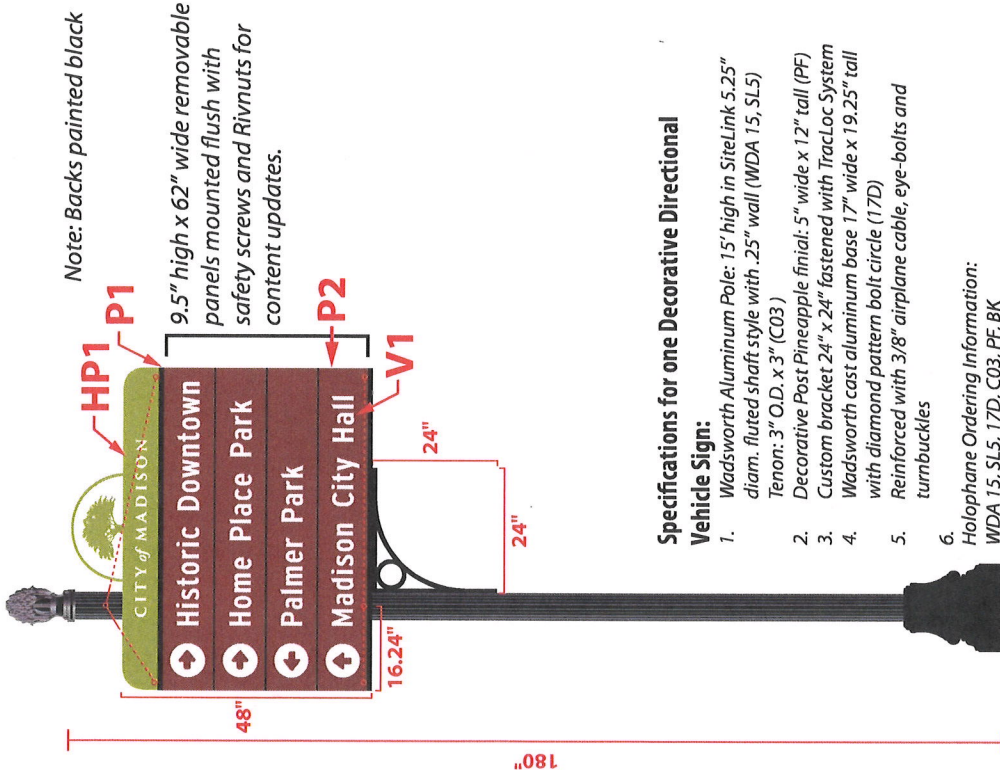
Exhibit "A"

100435.6

PRO

CITY OF MADISON

QTY: 1



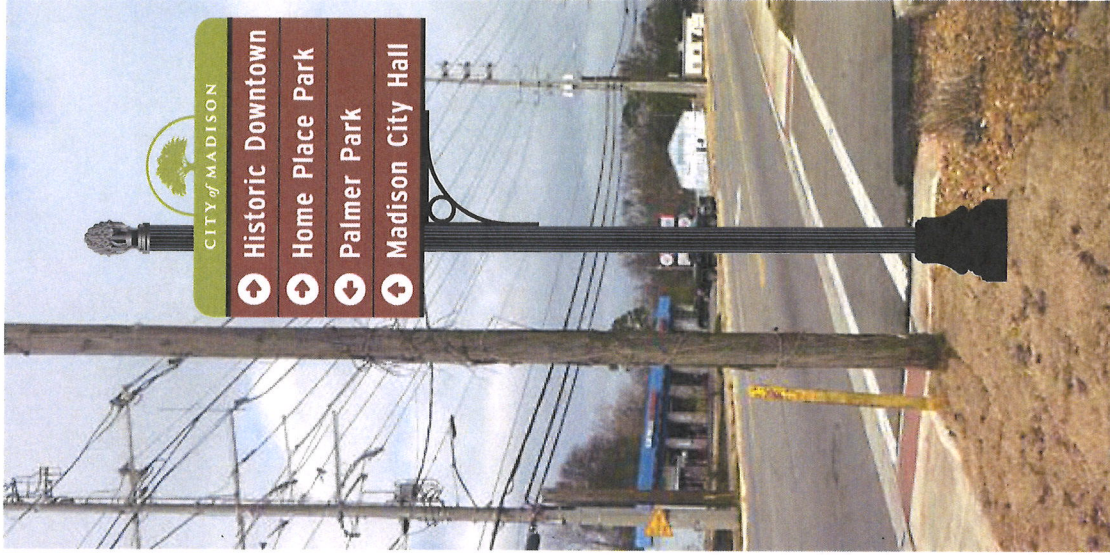
Specifications for one Decorative Directional

Vehicle Sign:

1. Wadsworth Aluminum Pole: 15' high in SiteLink 5.25" diam. fluted shaft style with .25" wall (WDA 15, SL5) Tenon: 3" O.D. x 3" (C03)
2. Decorative Post Pineapple finial: 5" wide x 12" tall (PF)
3. Custom bracket 24" x 24" fastened with TracLoc System
4. Wadsworth cast aluminum base 17" wide x 19.25" tall with diamond pattern bolt circle (17D)
5. Reinforced with 3/8" airplane cable, eye-bolts and turnbuckles
6. Holophane Ordering Information: WDA 15, SL5, 17D, C03, PF, BK

*See CAD drawings for details regarding materials and installation.

Location 1



DIRECTIONAL VEHICLE SIGNS - DECORATIVE TRAILBLAZER

DETAILS:

- Sign Face Backers and Logo, .125 alum w/ painted finish.
- Directional Panels to be .080 alum.
- CAD drawings to include decorative panel mount.
- Backers mounted to decorative fluted posts w/ decorative bases, finials, and "L" decorative pieces.
- Mounted w/ LOC brackets. Break away mounts.
- Reinforced with 3/8" airplane cable, eye-bolts and turnbuckles.

CAD LED R/O

COLOR/FINISH:

- P1 - Powder Coat Semi Gloss Black
 - P2 - PMS 491
 - V1 - Engineer Grade White
 - HP1 - Full Color Print
- Sub: IJ35 / Lam: 8520

X SF SALES REP: CY

DF EED BY: JWS

DATE: 01/13/2025



! This drawing is exclusive property of Trac-Ad Signs and may not be handed over, copied, or used by third parties. Our printers are color profiled and adjusted as needed to ensure excellent color output or pleasing color. Color does vary from your screen to print, as well as with different materials and output devices. To ensure accurate or color critical results, a press proof can be ordered for a fee of \$75. Pantone Colors can be matched for a fee of \$30/color. Pantone Colors are matched by adjusting CMYK process values within the file to produce the closest match possible. Please refer to color matching section included on proof to see if we have found any Pantone colors in your file. If so please inform us if you would like us to match these colors or not. If your job requires critical colors please inform our service representative.