

*(Space Reserved for Recording)*

STATE OF FLORIDA

COUNTY/PARISH OF HARDEE

**MEMORANDUM AND NOTICE OF LEASE AGREEMENT**

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to THE LAMAR COMPANY, LLC (hereinafter referred to as "Lessee") a SIGN LOCATION LEASE AGREEMENT dated 11/22, 2024, leasing a portion of the premises located in the County of HARDEE, State of FLORIDA more particularly described as follows:

Parcel: 04342503500000B0002

915 M 6<sup>th</sup> Ave, Wauchula, FL 33873

The North 100 feet of Block B, Packer's Addition to Wauchula, Hardee County, Florida, as recorded in Plat Book 1, page 1-93 AND The North 12.50 feet of South 72.50 feet of the N ½ of Block B, Packer's Addition to the City of Wauchula, Hardee County, Florida, as per Plat Book 1, Page 1-93.


**WHEREAS**, said SIGN LOCATION LEASE AGREEMENT (hereinafter referred to as "Lease"), provided for a term of TWENTY (20) years. The Lease may be continued in force thereafter in accordance with the provisions set out as well as other rights and obligations of the parties thereto.

The lease further provides that if Lessor desires to sell or otherwise transfer any interest in the Leased Premises, Lessor hereby grants Lessee the right of first refusal to match the material terms of any bona fide offer from a third party acceptable to Lessor ("Offer"). Lessor shall deliver to Lessee written notification of Lessor's receipt of and intention to accept the Offer along with correct and complete copies of all relevant documentation comprising such Offer. If Lessee elects, in its sole discretion, to match the material terms of the Offer, the Parties shall use commercially reasonable efforts to ensure closing shall occur on the later of (a) the closing date provided in the Offer, or (b) within forty-five (45) days of Lessee's exercise of this right of first refusal. Notwithstanding the foregoing, Lessor agrees to transfer the Leased Premises, or interest in the Leased Premises specified in the Offer, to Lessee free and clear of liens, mortgages or encumbrances and to allow Lessee a reasonable amount of time to perform the customary due diligence and prepare transfer documentation prior to closing. Upon Lessee's failure to match the material terms of the Offer within thirty (30) days following written notice thereof from Lessor, Lessor may proceed with the sale or transfer in accordance with the terms of the Offer; provided, however, that such third party shall be obligated to assume all obligations of Lessor hereunder and comply with all of the terms and conditions of this Lease. Any waiver of rights under this provision by Lessee shall apply only to the contemplated transaction for which notice was provided by Lessor and this provision shall remain in full force and effect for all future transactions during the term of this Lease.

**NOW, THEREFORE**, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein. Lessor authorizes and appoints Lessee as Lessor's agent, representative, and attorney in fact for the limited purpose of executing on behalf of Lessor any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth herein. Lessor further authorizes Lessee to perform all acts that are incidental to or necessary for the execution and recordation of such memoranda.

**IN WITNESS WHEREOF**, this instrument is duly executed on the date hereinabove specified.

THE LAMAR COMPANY, LLC, Lessee

  
Jim Maskas, VP/GM

Date:

12-2-24

### ACKNOWLEDGMENT

State of

Florida

County of

Hardee

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Jim Maskas to me personally known, who stated that he is the GM/VP of Lamar Advertising a LLC, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 2<sup>nd</sup> day of December, 2024

Notary Public

Printed Name:

JERI Bayles

Notary No/Bar Roll No.:

HH 321007

My commission is:

HH 321 007





LESSOR

Samuel DeLa Torre  
Samuel DeLa Torre, owner

Date:

ACKNOWLEDGMENT

State of Florida

County of Hardee

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Samuel DeLa Torre ~~to me personally known~~, who stated that he is the owner of Jon Investments LLC, a ID shown LLC, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 2<sup>nd</sup> day of December, 2024.

Notary Public

Printed Name: John Ackley

Notary No/Bar Roll No.: HH574716

My commission is: HH574716

