

BILLBOARD SIGN LEASE AGREEMENT

City of New Braunfels (Landowner)
Address:

Phone:
Contact:
Email:

Natural Bridge Caverns, Inc. (Billboard Owner)
26495 Natural Bridge Caverns Rd.
San Antonio, TX 78266
210-651-6101
Contact: Travis Wuest
Email: twuest@naturalbridgecaverns.com

1. DESCRIPTION OF PROPERTY

Landowner hereby leases and rents to Natural Bridge Caverns, Inc. property located at:

IH 35, ½ mile north of Ruekle Rd, at the Westside Community Center,
with billboard located on site (state permit # 071817)
Landowner warrants full legal title to the property described above.

2. PURPOSE OF LEASE

Lease agreement is made for the sole purpose of allowing Natural Bridge Caverns, Inc. the exclusive right to maintain an existing outdoor billboard sign.

3. TERM

This Lease shall be for a term of 15 (fifteen) years, with an effective start date of August 1, 2015, and expiring July 31, 2030.

4. RENT

Natural Bridge Caverns, Inc. agrees to pay the Landowner an annual rental of \$6600 for years 2015-2019, \$6930 for years 2020-2024, \$7277 for years 2025-2029 on the commencement date of the lease. Contemporaneously with Lessee's execution of the lease, Lessee shall tender payment in the amount of \$26,400 which constitutes rent payments for years 2015 through 2018.

5. ACCESS AND EASEMENT RIGHTS

Landowner grants Natural Bridge Caverns, Inc. full and complete ingress and egress rights to enter upon the land to travel back and forth from any public or private road to and from the sign. Said access rights are granted in order to allow Natural Bridge Caverns, Inc. the ability to change the advertising display on the billboard sign; and to repair, remove, and/or replace the billboard sign

structures; and to maintain and service billboard signs and structures. Natural Bridge Caverns, Inc. shall enjoy the right to install, establish and maintain overhead and underground electrical power lines and on-ground facilities to provide lighting and electricity to the advertising display.

Natural Bridge Caverns, Inc. shall have the right to cut down and/or remove all trees, brush, structures or other obstacles that would otherwise obstruct the full and convenient view of the signs from traffic traveling in any direction on any public roads within sight of the signs. Natural Bridge Caverns, Inc. is hereby granted an express easement of view to enforce such rights. Finally, Landowner agrees not to obstruct (or to interfere in any way with) the sign or advertising displays.

Landowner agrees that all signs, displays, structures, equipment and materials of whatever sort placed on the demised premises by Natural Bridge Caverns, Inc. shall at all times be and remain the personal property of Natural Bridge Caverns, Inc. subject to removal by Natural Bridge Caverns, Inc. at any time during the term of this Lease or any extension thereof, or within a reasonable time after the expiration of this Lease or any extension thereof.

In the event that the demised premises, in the judgement of Natural Bridge Caverns, Inc. becomes unusable or unsuited for outdoor advertising purposes, Natural Bridge Caverns, Inc. shall have the option to terminate this Lease by giving fifteen (15) days written notice to Landowner and the rent due hereunder shall be prorated to the dates of such termination. If at any time the erection, placement, posting, painting, illumination or maintenance of the billboard sign on the demised premises becomes prohibited by any law, ordinance, regulation or other authority, or if sign erection or maintenance permits cannot be obtained or shall be revoked, Natural Bridge Caverns, Inc. may terminate this Lease by giving Landowner fifteen (15) days advance notice in writing of such termination, and the rent due hereunder, if any, shall be prorated to the date of such termination.

In the event the demised premises becomes the subject of eminent domain proceedings, Natural Bridge Caverns, Inc. shall have the right to pursue any and all means for obtaining just compensation for any whole or partial government taking, as the case may be, of its rights under this Lease, and Landowner shall have no right to any compensation received by Natural Bridge Caverns, Inc. as a result of such taking. Landowner shall be entitled to claim and to receive from the government the present value of the loss in rents that would have been paid to the Landowner by Natural Bridge Caverns, Inc. for such condemnation proceeding if applicable.

This lease agreement shall be binding upon and insure to the benefit of the parties and their respective heirs, administrators, executors, successors, purchasers and assigns and shall run with the land during the term of the lease.

Landowner:
City of New Braunfels

Printed Name _____

Signature _____ Date _____

STATE OF TEXAS

COUNTY OF _____

On this _____ day of _____, _____, before me, the undersigned a Notary Public personally came _____ (Landowner) to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

Notary Public

My Commission Expires: _____

Natural Bridge Caverns, Inc.

Printed Name _____

Signature _____ Date _____

STATE OF TEXAS

COUNTY OF _____

On this _____ day of _____, _____, before me, the undersigned a Notary Public personally came _____ (Billboard Owner) to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

Notary Public

My Commission Expires: _____