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WHEN RECORDED MAIL DOCUMENT TO:  
City of Fontana  
8353 Sierra Avenue  
Fontana, California 92335  
Attn: City Clerk

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TO GOV. CODE §§ 27383, 6103

**PROPERTY LEASE**  
**SOUTH HIGHLAND AVE. AND CITRUS AVE.**  
**BETWEEN**  
**THE CITY OF FONTANA AND**  
**LAMAR CENTRAL OUTDOOR, LLC**

**DATED: \_\_\_\_\_, 20\_\_**

**PROPERTY LEASE**  
**SOUTH HIGHLAND AVENUE AND CITRUS AVENUE BY AND BETWEEN**  
**THE CITY OF FONTANA AND LAMAR CENTRAL OUTDOOR, LLC**

THIS PROPERTY LEASE SOUTH HIGHLAND AVENUE AND CITRUS AVENUE ("Lease") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the **City of Fontana**, a California municipal corporation (hereinafter referred to as "Lessor" or "City"), and **Lamar Central Outdoor, LLC**, a Delaware limited liability company (hereinafter referred to as "Lamar" or "Lessee"). Hereafter Lessor and Lessee are sometimes referred to as "Party" or collectively as "Parties".

**RECITALS:**

**WHEREAS**, Lessor is the owner of record of the real properties and improvements located at South Highland Avenue and Citrus Avenue (APN 0228-301-50) in the City of Fontana California, more particularly described in Exhibit L1, attached hereto and incorporated herein by this reference (the "Premises"); and

**WHEREAS**, City and Lamar entered into that certain Billboard Relocation Agreement dated March 26, 2013 ("Original Agreement"), that certain First Amended and Restated Billboard Relocation Agreement dated September 24, 2013 ("Restated Agreement") and that certain Amendment to First Amended and Restated Billboard Relocation Agreement dated July 14, 2020 ("Amendment") (collectively, the Restated Agreement and Amendment are hereinafter referred to as the "Amended Restated Agreement"); and

**WHEREAS**, the Amended Restated Agreement is hereby incorporated herein and made a part hereof by this reference; and

**WHEREAS**, the purpose of the Amended Restate Agreement is to provide a process through which Lamar could relocate some of its outdoor advertising signs consistent with § 3-177(3)(a) of the Fontana Municipal Code, wherein the number of existing outdoor advertising signs would decrease, the aesthetic quality of the replacement outdoor advertising signs would increase and the quantity the replacement- outdoor advertising signs would decrease; and

**WHEREAS**, consistent with the Amended Restated Agreement and the Fontana Municipal Code, Lessee proposes to lease the Premises from Lessor for the sole purpose of relocation, construction, operation and repair of a double-sided digital advertising display, ("Digital Display"); and

**WHEREAS**, Lessee proposes to lease a portion of the Premises from the Lessor for a fair market price and Lessor desires to lease a portion of the Premises from Lessee pursuant to the terms and conditions set forth in this Lease.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the terms, covenants and conditions contained herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor a portion of the Premises hereinafter defined as the "Leased Premises" upon the following terms and conditions:

## **ARTICLE 1 SUBJECT OF LEASE**

**1.1 The Leased Premises.** The premises demised and leased hereunder ("Leased Premises") consists of approximately 500 square feet of rentable space, together with the appurtenant rights described in Section 1.2 hereof, located in the City of Fontana, State of California as more particularly described in Exhibit "L1" on the terms and upon the agreements, covenants and conditions set forth in this Lease to be used for the sole purpose of relocation, construction, operation and repair of a Digital Display, as further set forth in Article 5 of this Lease.

**1.2 Appurtenant Rights.** The Leased Premises shall constitute all such rights as may be necessary for the construction and repair of the Digital Display, including surface rights; subterranean structural rights; aerial rights; to the extent Lessor has actual control of such obstruction, rights of unobstructed highway or roadway view; subject to compliance with the terms of this Lease and applicable local and state law, the rights to construct and erect (or cause to be constructed and erected) necessary structures, advertising devices, utility service(s), connections, and communications devices and connections directly related to the use of the Digital Display; rights of access to and egress from the Leased Premises by Lessee's employees, contractors, agents and vehicles; and the right to survey, post, illuminate and maintain advertisements on the Digital Display, and to modify the Digital Display to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law and this Lease, and to maintain telecommunications devices or other activities necessary and directly related to Lessee's use of the Digital Display. Lessee shall have the exclusive right to construct and operate an outdoor advertising display on the Premises and Lessor shall not allow any competitor of Lessee to develop outdoor advertising displays upon any property owned by Lessor within two thousand (2,000) feet of the Premises.

## **ARTICLE 2 POSSESSION OF THE LEASED PREMISES**

**2.1 Quiet Enjoyment.** Except as expressly provided under this Lease, Lessee shall lawfully and quietly hold, occupy and enjoy the exclusive use of the Leased Premises during the Term (as defined in Article 3) of this Lease, without hindrance or molestation by Lessor or any person or persons claiming through Lessor, or otherwise.

**2.2 Surrender of the Leased Premises.** All structures, equipment and materials placed upon the premises by the Lessee or its predecessor shall remain the property of Lessee and may be removed by Lessee at any time prior to or no later than sixty (60) days after expiration of the Term hereof or any renewal. At the termination of this lease, Lessee agrees to restore the surface of the premises to its original condition. The Lessee shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of Lessee's signs, at the sole discretion of Lessee. All such permits and any nonconforming rights pertaining to the premises shall be the property of Lessee.

**2.3 Release.** Effective on the Possession Date (as defined in Section 12.2), Lessee waives, releases and discharges Lessor, the City and its members, officers,

employees, agents, contractors and consultants, from any and all present and future claims, demands, suits, legal and administrative proceedings, and from all liability for damages, losses, costs, liabilities, fees and expenses (including, without limitation, attorneys' fees) arising out of or in any way connected with the Lessee's use, maintenance, ownership or operation of the Leased Premises including any portion thereof and any Improvements thereon, except that arising out of the gross negligence or willful misconduct of the Lessor or its employees, officers or agents. Lessee acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California *Civil Code* which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

To the extent of the release set forth in this Section 2.3, Lessee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California *Civil Code*.

### **ARTICLE 3 TERM**

**3.1 Duration and Commencement.** This Lease shall be for a Term of twenty (20) years ("Term"), commencing upon the Possession Date, unless otherwise terminated earlier pursuant to this Lease.

**3.2 Option to Extend.** Provided that Lessee is not in default under this Lease on the date of exercising the Option and on the last day of the initial Term, Lessee may extend the term of this Lease ("Option") under the same terms and conditions for twenty (20) years ("Extended Term") by giving written notice to Lessor at least one hundred eighty (180) days but not more than three hundred sixty (360) days before expiration of the Term. Lessee shall have no other right to extend the term of this Lease beyond the Extended Term. Except in the event of a Permitted Transfer described in Section 8.2.1 below, the Option is personal to Lessee and may not be assigned or transferred either voluntarily or by operation of law.

### **ARTICLE 4 RENT**

Lessee shall pay Rent (as hereinafter defined) in such amounts as provided in this Article 4.

**4.1 Rent.** Lessee shall pay Lessor as rent for the use and occupancy of the Leased Premises in the amount of (a) Thirty Thousand Dollars (\$30,000) per year ("Base Rent"); or (b) Twenty-Five Percent (25%) of gross advertising revenue for the Digital Display, in the aggregate ("Gross Revenue Amount"), whichever is greater ("Rent"). As further consideration for this Lease, throughout the Term and Extended Term (if applicable) Lessee shall comply with the provisions of §§ 10 and 11 of the Restated Agreement (unaffected by the Amendment) with respect to the promotion of City events and emergency service announcements on the Digital Display on the Premises.

**4.2 Payment.** Lessee shall pay Rent on a monthly basis in equal successive

installments calculated pursuant to the Base Rent ("Monthly Rent"). Payment of Monthly Rent shall be made to the City on the first day of the month immediately following the month of the completion of construction and operation of the Digital Display ("Rent Commencement Date"). If, at the end of a 365-day period, commencing on the Rent Commencement Date during the Lease Term, the Gross Revenue Amount realized over the course of such 365-day period exceeds the Base Rent amount for such same period, then any additional overage shall be paid by the Lessee to the City within thirty (30) days of such 365-day period. All payments required to be made by Lessee to City under this Lease shall be made when due and shall be made by check drawn on sufficient available funds payable to the "City of Fontana" and delivered to the City at 8353 Sierra Avenue, Fontana, CA 92335, Attn: City Finance or any other location as the City may designate.

**4.3 Audit Books and Records.** The Lessee shall prepare and maintain proper, accurate and complete books and records regarding any revenue realized pursuant to this Lease. AU financial records of the Lessee shall be maintained in accordance with generally accepted accounting principles and auditing standards for governmental institutions. Lessee shall make available for examination and copying such books and records (except for the Lessee's financial ledgers and statement). Lessee shall keep and maintain all such books and records separate and distinct from other records and accounts, and shall maintain such books and records for at least three (3) years after acceptance by City.

**4.4 Utility and Services.** During the Term of this Lease, Lessee shall contract and pay for, and shall defend and hold Lessor and the Leased Premises harmless from all charges for all utilities and services to the Leased Premises including but not limited to electricity service, and all other services and utilities used, rendered or supplied to, on or in the Leased Premises during the Term and/or as necessary for the operation of its Digital Display. Lessor shall cooperate with Lessee, without cost to Lessor, in procuring the services described above.

## **ARTICLE 5 USE OF THE LEASED PREMISES**

**5.1 Permitted Use.** The Leased Premises shall be used only for the purpose of conducting Lessee's outdoor advertising business. Lessee shall conduct said business in full compliance with all terms and conditions of this Lease, and applicable laws. In accordance therewith, Lessee may erect one two-paneled Digital Display on the Premises contained in the Leased Premises. Lessee may change out a digital side to static if and when its business needs or objectives so dictate.

**5.2 Prohibited Uses.** Lessee shall not use, or allow use of, the Leased Premises for any activity other than outdoor advertising without the prior written consent of Lessor. Lessee's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Lessor's right, in its sole discretion, to terminate this Lease. Lessee shall comply with the provisions of § 14 of the Restated Agreement (unaffected by the Amendment) with respect to "Lamar's Voluntary Advertising Policy/Sign Content" ensuring that advertising on the Digital Display on the Premises shall contribute to preserving the character of the community and preventing exposure of its residents to advertising which City residents might find offensive.

**5.3 Compliance with Laws.** Lessee shall not occupy or use the Leased Premises or permit the Leased Premises to be used or occupied, nor do or permit anything to be done in or on the Leased Premises in whole or in part, for other than legal purposes, or anything likely to create a public or private nuisance, or to cause structural injury to the Premises or any part thereof, or in violation of any local law of the City.

**5.4 Alterations.** Except for the installation and maintenance of the Digital Display and appurtenances in accordance with the terms of this Lease, Lessee shall not make any additional alterations in or about the Leased Premises, without Lessor's prior written consent, which shall not be unreasonably withheld. Any alterations to the Leased Premises shall be done according to the law and with required permits. Lessee shall give Lessor advance notice of the commencement date of any planned alteration, so that Lessor, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Lessor's Interest in the Leased Premises. Lessor may also require Lessee to provide Lessor with lien releases from any contractor performing work on the Leased Premises. Except for the Digital Display and other outdoor advertising structures, equipment, and materials placed upon the Leased Premises by the Lessee, all improvements installed by Lessee, with or without Lessor's consent, become the property of Lessor upon termination.

## **ARTICLE 6 INDEMNIFICATION AND INSURANCE**

**6.1 Indemnification of Lessor.** Lessee hereby indemnifies, holds harmless and agrees to defend Lessor, its members, officers, employees, agents and contractors from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Leased Premises and on the ways immediately adjoining the Leased Premises caused by the alleged active or passive negligence or willful misconduct of Lessee, its agents, servants or employees. Lessee's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims arising or accruing prior to the expiration or termination of this Lease.

**6.2 Indemnification of Lessee.** In the event that any kind of action or proceeding, in law or equity, is brought by a non-party against Lessor regarding the location or erection of the Digital Display on the Leased Premises or this Lease, which results in the loss or diminution in value of the Digital Display or Lease, Lessee shall have the right to seek compensation therefore from Lessor.

**6.3 Liability Insurance Coverage and Limits.** Commencing upon the Possession Date and throughout the duration of the Term, Lessee shall procure and maintain at its own expense, during the Term of this Agreement, Comprehensive General Liability Insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Lessee or its officers, employees, servants, volunteers, and agents and independent contractors. All insurance policies shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors as additional insured's.

Notwithstanding the foregoing, if Lessee exercises the Option, then throughout the duration of the Extended Term, Lessee shall procure and maintain at its own expense, during the Extended Term of this Agreement, Comprehensive General Liability Insurance, of not less than Two Million Dollars (\$2,000,000) per occurrence, and Four Million Dollars (\$4,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Lessee or its officers, employees, servants, volunteers, and agents and independent contractors.

#### **6.4 Policy Form, Content and Insurer**

**6.4.1** All insurance required by the provisions of this Lease shall be carried only with insurance companies licensed to do business in this state with Best's Financial Rating of A VII or better or otherwise acceptable to Landlord.

**6.4.2** All such policies required by the provisions of this Lease shall be non-assessable and shall contain language to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by Lessor, (ii) the policies cannot be canceled or materially changed except after thirty (30) days' notice by the insurer to Lessor and (iii) Lessor shall not be liable for any premiums or assessments. The insurer under the policy of property insurance for the Leased Premises shall also waive its rights of subrogation against Lessor and Lessor's members, officers, employees, agents and contractors.

**6.4.3** All deductibles or self-insured retentions shall be commercially reasonable for companies of similar net worth as Lessee.

**6.4.4** Upon Lessee's execution and delivery of this Lease, Lessee shall deliver to Lessor certificates of insurance evidencing the insurance coverages specified in this Article 6 Lessee shall thereafter deliver to Lessor original certificates and amendatory endorsements evidencing the insurance coverages required by this Article upon renewal of any insurance policy. Full copies of the policies shall be made available to Lessor upon request.

### **ARTICLE 7 DAMAGE OR DESTRUCTION**

**7.1 Reconstruction and/or Removal.** If, by no fault of Lessee, the Leased Premises is totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Lessee shall have the right to restore the Leased Premises by repair or rebuilding. If Lessee elects and is able to complete such restoration within 90 days from the date of damage, this Lease shall remain in full effect. If Lessee is unable or elects not to restore the Leased Premises within this time, then either Party may terminate this Lease by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current Rent prorated on a thirty (30) day basis. If this Lease is not terminated, and the damage is not repaired, the Rent shall be reduced based on the extent to which the damage interferes with Lessee's reasonable use of the Leased Premises. If damage occurs as a result of the gross negligent act of Lessee, only Lessor shall have the right of termination, and no reduction in Rent shall be made.

## **ARTICLE 8 ASSIGNMENT AND SUBLETTING**

**8.1 Prohibition Against Assignment.** No voluntary or involuntary successor in interest of Lessee shall acquire any rights or powers under this Lease without the written approval of Lessor, except in the event of a Permitted Transfer described in Section 8.2.1 below.

Lessee shall not assign or sublet all or any part of this Lease, or any interest herein, or convey any part of the Leased Premises or any Improvements thereon, or any interest therein, without the prior written approval of the Lessor, which may be withheld by Lessor in its reasonable discretion, except in the event of a Permitted Transfer described in Section 8.2.1 below.

Lessor reserves the right to require where deemed appropriate by the Lessor, as a condition precedent to the completion of any assignment or transfer approved by Lessor, the execution of an assignment and assumption agreement in a form first approved by Lessor in its reasonable discretion, to be executed by Lessee's assignee and Lessor.

### **8.2 Prohibition Against Transfer**

**8.2.1** Lessee shall not assign or attempt to assign this Lease or any right herein, nor make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the Leased Premises, or the Improvements, without prior written approval of Lessor. This restriction, however, shall not serve to bar the transfer of Lessee's rights and interests hereunder to (i) an affiliate (defined as a corporation, limited liability company or other entity that is controlled, directly or indirectly, by the same entity (or entities) as Lessee, or (ii) a lawful successor in interest to 100% of Lessee, including one created by merger, restructuring, entity or asset purchase or other lawful business reorganization, provided that each such transfer referenced in clauses (i) and (ii) above shall be subject to the reasonable approval of documentation by Lessor or its designee for conformance with this Lease ("Permitted Transfer"). The term "controlled by" as used in clause (i) above in the immediately preceding sentence shall mean an entity possessing more than 50% of the voting rights in both Lessee and the purported affiliate.

**8.2.2** In the absence of a specific written agreement by Lessor, and except as otherwise provided in this Lease, no such sale, transfer, conveyance or assignment of this Lease, Leased Premises or the Improvements (or any portion thereof), or approval by Lessor of any such sale, transfer, conveyance or assignment, shall be deemed to relieve Lessee or any other party from any obligations under this Lease.

## **ARTICLE 9 REPRESENTATIONS AND WARRANTIES**

**9.1 Lessor's Representations and Warranties.** Lessor represents and warrants to Lessee that: (i) Lessor has full right and authority to grant the estate and the other rights demised herein and to execute and perform all of the terms and conditions of this Lease; (ii) Lessee, upon performing and complying with all covenants, agreements,



terms and conditions of this Lease to be performed or complied with by it, shall peaceably and quietly have, hold and enjoy the full possession and use of the Leased Premises and the easements, rights-of-way, rights, privileges, benefits and appurtenances belonging thereto throughout the Term; (iii) Lessee's employees, contractors, agents, and vehicles shall have (1) a right of access to and egress from the Improvements, including the Digital Display; (2) at Lessee's sole expense, the right to survey, post, illuminate, and maintain advertisements on the Improvements; (3) at Lessee's sole expense, the right to modify the Digital Display and other Improvements; and (4) at Lessee's sole expense, the right to maintain telecommunications devices or other activities necessary or useful to Lessee's use of the Improvements including the Digital Display; and (iv) Lessor has the power and authority to enter into this Lease and perform all the obligations of Lessor hereunder.

**9.2 Lessee's Representations and Warranties.** Lessee represents and warrants to Lessor that: (1) Lessee has examined the Leased Premises and finds that it is fit for use as outdoor advertising in, accordance with this Lease; (2) Lessee acknowledges that Lessor has not made any representations or warranties regarding the condition of the Leased Premises, or its suitability for the operation of outdoor advertising contemplated by this Lease; (3) Lessee is solely responsible for the construction and maintenance of the Digital Display and all necessary devices or structures, and associated costs for said construction and maintenance; and (4) Lessee has the right, power and authority to enter into this Lease and to perform all the obligations of Lessee hereunder.

## **ARTICLE 10 DEFAULT & REMEDIES.**

### **10.1 Defaults - General**

a. Failure or delay by either Party to perform any term or provision of this Lease constitutes a default under this Lease. The Party who fails or delays must commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

b. The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Lease, any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. If a monetary event of default occurs, prior to exercising any remedies hereunder, the injured Party shall give the Party in default written notice of such default. The Party in default shall have a period of ten (10) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by the injured Party.

d. If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured Party shall give the Party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days after such notice is received or deemed received, the Party in default shall have such period to effect a cure prior to exercise of remedies by the injured Party. If the default is such that it is not reasonably capable of being cured within thirty (30) days after such notice is received, and the Party in default (1) initiates corrective action within said period, and (2) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Party in default shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured Party, but in any event no more than ninety (90) days of receipt of such notice of default from the injured Party.

**10.2 Events of Default.** Subject to the notice and cure provisions of Section 10.1 above, in addition to other rights and remedies at law and equity, Lessor or Lessee, as the situation so dictates, shall have the right to terminate this Lease in the event of a default by the other Party, including but not limited to the following (collectively referred to herein as an "Event of Default"):

**10.2.1** If Lessee fails to make a payment of any Monthly Rent or Additional Rent or other charges when due and payable and such default shall continue for more than ten (10) days after Lessor shall have given written notice thereof to Lessee; or if Lessee shall default in the payment of Monthly Rent as otherwise specified in this Lease; or

**10.2.2** Lessee assigns or attempts to assign this Lease, or any rights herein, or transfer, except in the event of a Permitted Transfer described in Section 8.2.1 above, or suffer any involuntary transfer of the Leased Premises or any respective parts thereof, in violation of this Lease, and such breach is not cured within the time provided herein; or

**10.2.3** If Lessee shall default in the performance of or compliance with any other term, covenant or condition of this Lease; or

**10.2.4** If Lessor shall default in the performance of or compliance with any other term, covenant or condition of this Lease; or

**10.2.5** If the Digital Display becomes entirely or partially obscured or obstructed due to an act of Lessor.

**10.3 Remedies.** If an Event of Default shall occur, after notice and opportunity to cure, then, in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the right to terminate this Lease.

**10.4 Effect on Indemnification.** Notwithstanding the foregoing, nothing contained in this Article shall be construed to limit Lessor's right to indemnification as otherwise provided in this Lease.

**10.5 Notice of Lessor's Default; Lessee's Waiver.** Lessor shall not be

considered to be in default under this Lease unless (a) Lessee has given written notice specifying the default and (b) Lessor has failed for thirty (30) days to cure the default, if it is curable, or to diligently pursue reasonable corrective acts for non-curable defaults.

#### **ARTICLE 11 REPAIRS AND MAINTENANCE**

**11.1 Lessor's Non-responsibility.** During the Term of this Lease, Lessor shall not be required to maintain or make any repairs or replacements of any nature or description whatsoever to the Leased Premises or the improvements thereon, including, but not limited to the Digital Display, except as expressly provided elsewhere herein.

**11.2 Lessee's Duty to Maintain Leased Premises.** Except as expressly otherwise provided for herein, throughout the Term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain or cause to be maintained the Leased Premises and the improvements now or hereafter located on the Leased Premises in good and clean condition and repair, free of debris, and in compliance with (i) all applicable local, state and federal rules, and (ii) all applicable rules, orders, and regulations of any insurance company insuring all or any part of the Leased Premises or the improvements thereon or both, and Lessee shall make or cause to be made whatever repairs and replacements are required by such enactments or provisions or future enactments or provisions.

#### **ARTICLE 12 DEFINITIONS**

**12.1** "Improvements" shall mean and include all appurtenances, equipment structures, fixtures and all other improvements of whatsoever character constructed on, around, under or over the Leased Premises, including, but not limited to the Digital Display.

**12.2** "Possession Date" shall mean the date of the execution of this Lease Agreement, at which time the Leased Premises are ready for Lessee's occupancy.

#### **ARTICLE 13 MISCELLANEOUS**

**13.1 Notices.** All notices and other communications hereunder shall be in writing and sent by first class registered or certified United States mail, postage prepaid, and shall be deemed to have been given two (2) days after the day of mailing, addressed:

- (a) If to Lessor: City of Fontana  
8353 Sierra Avenue  
Fontana, CA 92335  
Attn: City Manager  
or at such other addresses as Lessor shall have furnished to Lessee; and
- (b) If to Lessee:  
Lamar Central Outdoor, LLC  
449 East Parkcenter Circle South  
San Bernardino, CA 92408  
Attn: Brian Smith, Real Estate Manager

**AND**

Stream Kim Hicks Wrage & Alfaro, PC  
3403 Tenth Street, Suite 700  
Riverside, CA 92501  
Attn: Theodore K. Stream

or at such other addresses as Lessee shall have furnished Lessor in writing.

**13.2 Successors.** All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the Parties and the restrictions, covenants and obligations pertaining to the Leased Premises shall run with the land and shall continue until this Lease is terminated or expires.

**13.3 Integration.** This Lease and the exhibits attached hereto are the entire agreement between and final expression of the Parties, and there are no agreements or representations between the Parties except as expressed herein or therein. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the Parties hereto.

**13.4 No Waiver By Lessor.** To the extent permitted by applicable law, no failure by Lessor to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default under this Lease, and no acceptance of Rent during the continuance of any such default, shall constitute a waiver of any such default or of any such term. No waiver of any default shall affect or alter this Lease, which shall continue in full force and effect, or the rights of Lessor with respect to any other then existing or subsequent default.

**13.5 Amendment.** This Lease can be modified, supplemented, amended or rescinded only by a writing expressly referring to this Lease and signed by Lessor and Lessee.

**13.6 Severability; Consent.** If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. Unless otherwise expressly provided herein, any approval or consent of Lessor required hereunder shall not be unreasonably withheld or delayed. The headings in this Lease are for purposes of reference only and shall not Umit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

**13.7 Non-liability of Lessor Officials and Employees; Non-liability of Members.** No member, official or employee of Lessor shall be personally liable to Lessee, or any successor in interest, in the event of any default or breach by Lessor or for any amount which may become due to Lessee or its successor or on any obligations under the terms of this Lease.

**13.8 Remedies Cumulative.** The various rights, options, elections and remedies of Lessor contained in this Lease shall be cumulative and no one of them shall be

construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

**13.9 Interpretation.**

**13.9.1 Controlling and Venue Law.** The laws of the State of California shall govern the validity, construction and effect of this Lease any action brought relating to this Lease shall be held exclusively in the California Superior Court of the County of San Bernardino.

**13.9.2 Joint and Several Liability.** In the event either Party hereto now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such persons, firms or corporations shall be jointly and severally liable as Parties hereunder.

**13.10 Attachments.** All attachments and exhibits referred to in this Lease are attached to and incorporated herein by reference.

**13.11 Recordation.** If required by Lessee, Lessor will execute and acknowledge a Memorandum of Lease conforming in form and substance to Exhibit L2 attached hereto and incorporated herein by this reference. In addition, copies of the Amendment and the Restated Agreement are attached as Exhibit L3.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Lease to be executed as of the dates written below.

CITY OF FONTANA, A CALIFORNIA  
MUNICIPAL CORPORATION

LAMAR CENTRAL OUTDOOR, LLC

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

\_\_\_\_\_  
Name: Todd Porter  
Its: Vice President and General Manager

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

ATTEST:

By: \_\_\_\_\_  
Name, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Legal Counsel

A portion of Assessor Parcel Number 0228-301-50 in the City of Fontana, County of San Bernardino as identified in the image attached.



**Exhibit "L2"**  
**FORM OF MEMORANDUM OF LEASE**

Recording Requested By and  
When Recorded Return To:  
c/o City Clerk  
8353 Sierra Ave.  
Fontana, CA 92335

APN 0228-301-50

(Space Above This Line For Recorder's Use)

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Fontana, a public body, corporate and politic ("Landlord"), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company ("Tenant").

1. Landlord is the owner of approximately 500 square feet of real property in the City of Fontana ("City"), County of San Bernardino, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Premises"). Landlord hereby leases to Tenant the Premises pursuant to the terms of the Lease. In addition to the rights in the Premises, Tenant is hereby granted all appurtenant rights, as such term is defined in the Lease.

2. Landlord and Tenant have entered into that certain lease agreement between them dated \_\_\_\_\_, 20\_\_ ("Lease"), pursuant to which Landlord leases to Tenant the Premises.

3. The Term of the Lease is for twenty (20) years, commencing on the Possession Date, as that term is defined in the Lease, subject to the provisions governing extensions or renewals thereof.

4. Tenant has the right and option to renew the Lease and extend the Term for one (1) renewal period of twenty (20) years upon the same terms and conditions as set forth in the Lease.

5. Tenant shall have the exclusive right to construct and operate an outdoor advertising display on the Premises and Landlord shall not allow any competitor of Tenant to develop outdoor advertising displays upon any property owned by Lessor within two thousand (2,000) feet of the Premises.

6. All of the terms and conditions of the Lease are hereby incorporated herein by this reference as though fully set forth herein. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease.

7. This Memorandum may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date set forth below.

LANDLORD

TENANT

CITY OF FONTANA, a public body,  
corporate and politic

LAMAR CENTRAL OUTDOOR, LLC

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager

By: \_\_\_\_\_  
Name: Todd Porter  
Its: Vice President and General Manager  
Date: \_\_\_\_\_

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

ATTEST:

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City  
Clerk

\_\_\_\_\_  
Assistant Secretary

[seal]

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney



STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A portion of Assessor Parcel Number 0228-301-50 in the City of Fontana, County of San Bernardino as identified in the attachment below.



**Exhibit “L3”**  
**THE AMENDMENT**  
**AND THE**  
**RESTATED AGREEMENT**

**(see attachments)**