THE LAMAR COMPANIES

Lamar Co # 244

This Instrument Prepared by:
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

James R. McIlwain

_____ New
__X__ Renewal
Lease #6078

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 20_____, by and between:

CITY OF COUNCIL BLUFFS

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"**LESSOR** hereby leases to **LESSEE**, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by **LESSEE'S** employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in **LESSEE'S** use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by **LESSOR** upon **LESSOR'S** acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County/Parish of Pottawattamie, State of Iowa, more particularly described as: **The space occupied by and necessary for the sign structure located on Lessor's property known as Pt of NW ¼ SEC 4-74-44 lying East of River Road except 23rd Ave. & Interstate R.O.W. a/k/a 2300 River Road Council Bluffs, IA.**

1. This Lease shall be for a term of **Five (5) years** commencing on **August 1, 2019**, unless sooner terminated as hereinafter provided.

2. **LESSEE** shall pay to **LESSOR** an annual rental of **Eleven Thousand Five Hundred ($11,500.00) Dollars**, payable in advance in equal installments, with the first installment due on August 1, 2019. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by **LESSOR**, whether or not actually received by **LESSOR**. Should **LESSEE** fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, **LESSEE** will be in default under the lease. In the event of such default, **LESSOR** must give **LESSEE** written notice by certified mail and allow **LESSEE** thirty (30) days thereafter to cure any default.

3. **LESSOR** agrees not to erect or allow any other off-premise advertising structure(s), other than **LESSEE'S**, on property owned or controlled by **LESSOR** within one thousand (1000) feet of **LESSEE'S** sign. **LESSOR** further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of **LESSEE'S** sign. **LESSEE** is hereby authorized to remove any such other advertising structure, obstruction or vegetation at **LESSEE'S** option.

4. **LESSEE** may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in **LESSEE'S** opinion the location becomes economically or otherwise undesirable. If **LESSEE** is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, **LESSEE** may elect to terminate this lease. In the event of termination of this Lease prior to expiration, **LESSOR** will return to **LESSEE** any unearned rentals on a pro rata basis.

5. 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 within a reasonable time 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** sign, at the sole discretion of **LESSEE**. All such permits and any nonconforming rights pertaining to the premises shall be the property of **LESSEE**.

6. **LESSOR** represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant **LESSEE** free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. **LESSOR** is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. **LESSOR** acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of **LESSEE**.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on **LESSOR'S** remaining property adjoining the condemned property or the relocated highway. Any condemnation award for **LESSEE'S** property shall accrue to **LESSEE**.

9. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE'S** sign during the term of this lease. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein.

11. Prior to **LESSEE** removing its sign, and for five (5) years after such removal, **LESSOR** grants **LESSEE** a first right of refusal to match any bona fide agreement of **LESSOR** with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. **LESSEE** has seven (7) days after **LESSOR** provides to **LESSEE** a copy of such agreement executed by such third party to match the terms of such agreement.

12. If required by **LESSEE, LESSOR** will execute and acknowledge a memorandum of lease suitable for recordation

13. With the execution of this Lease, the prior Lease dated January 31, 2014 is terminated. This Lease will be the entire agreement between **LESSOR** and **LESSEE** and supersedes any other prior agreement.

14. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

BY: _____

_____
VICE-PRESIDENT/GENERAL MANAGER

DATE: / /

LESSOR: CITY OF COUNCIL BLUFFS

BY: _____
PRINTED NAME & TITLE

BY: _____
SIGNATURE

DATE: / /

_____
LESSOR'S TELEPHONE NUMBER

_____
LESSOR'S SOCIAL SECURITY NUMBER / EMPLOYER IDENTIFICATION NUMBER

_____
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:
Lamar Outdoor Advertising
Attn: Real Estate
4849 "G" St.
Omaha, NE 68117

Address of LESSOR:

Witnesses (**LESSEE**)

_____

_____

Witnesses (**LESSOR**)

_____

_____

THE LAMAR COMPANIES

Lamar Co # 244

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James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

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_____ New
__X__ Renewal
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THE LAMAR COMPANIES, LESSEE:

BY: _____

_____
VICE-PRESIDENT/GENERAL MANAGER

DATE: / /

LESSOR: CITY OF COUNCIL BLUFFS

BY: _____
PRINTED NAME & TITLE

BY: _____
SIGNATURE

DATE: / /

_____
LESSOR'S TELEPHONE NUMBER

_____
LESSOR'S SOCIAL SECURITY NUMBER / EMPLOYER IDENTIFICATION NUMBER

_____
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:
Lamar Outdoor Advertising
Attn: Real Estate
4849 "G" St.
Omaha, NE 68117

Address of LESSOR:

Witnesses (**LESSEE**)

_____

_____

Witnesses (**LESSOR**)

_____

_____

THE LAMAR COMPANIES

Lamar Co # 244

Rider # 1 to Lease #6078 dated the _____ day of _____, 2019, by and between The City of Council Bluffs, as Lessor and The Lamar Companies, as Lessee.

Any provisions to the contrary in this lease notwithstanding, Lessor and Lessee agree that Lessor may terminate this Lease upon Ninety (90) days written notice and the return of any unearned rentals.

Should Lessor exercise its right to terminate the Lease, Lessee shall remove all structures, materials, and equipment from the premises and repair the surface of the ground by the end of the tenancy.

_____
LESSOR

_____
DATE

_____
LESSEE

_____
DATE