

Lamar Co # 255

This Instrument Prepared by:

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

Lease # 886-01

James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 23rd day of January 2024, by and between:

THE CITY OF NEEDLES A CALIFORNIA CHARTER CITY (hereinafter referred to as "Lessor") and **LAMAR CENTRAL OUTDOOR, a DELAWARE CORPORATION** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, 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.

The premises ("Premises") are a portion of the property located in the County of SAN BERNARDINO, State of CALIFORNIA, more particularly described as:

APN#: 0186-201-03-0000

LEGAL DESCRIPTION: PTN W 1/2 NW 1/4 SE 1/4 SEC 32 TP 9N R 23E LYING SWLY OF STATE
HGWY AND NWLY OF FLOOD CONTROL LAND .59 AC M/L, CITY OF NEEDLES, COUNTY OF
SAN BERNARDINO, CALIFORNIA

1. This Lease shall be for a term of THIRTY (30) years ("Term") commencing on July 1, 2024. ("commencement date").
2. LESSEE shall pay to LESSOR an annual rental of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), payable ANNUALLY in advance of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), with the first installment due on the first day of the month following commencement, prorated for partial years. After the Original Term and Renewal term (if applicable) the Lease shall continue on a month-to-month basis until either party terminates this Lease on thirty days written notice delivered to the other party for any reason or no reason at all. Rent shall be considered tendered upon delivery to LESSOR and the clearance of any check. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due (five days for a monetary default), 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 (five days for a monetary default) thereafter to cure any default prior to taking legal action to enforce its legal rights and remedies.
3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on the Premises. LESSOR further agrees not to erect any other obstruction of highway view or install 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. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition and to remove any foundations or footings. 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 it is the owner of the premises and has the right to make this Lease 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 and Lessee acknowledge that the terms and conditions of this agreement shall not be disclosed to any third-party without the written consent of LESSEE or as otherwise provided by law.

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Baton Rouge, Louisiana 70808
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Space above this line for recorder's use

MEMORANDUM AND NOTICE OF LEASE AGREEMENT

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to THE LAMAR COMPANIES (hereinafter referred to as "Lessee") a LEASE AGREEMENT dated January 23, 2024 leasing a portion of the premises located in the County/Parish of San Bernardino, State of California more particularly described as follows:

APN#: 0186-201-03-0000
LEGAL DESCRIPTION: PTN W 1/2 NW 1/4 SE 1/4 SEC 32 TP 9N R 23E LYING SWLY OF
STATE HWY AND NWLY OF FLOOD CONTROL LAND .59 AC M/L
SAN BERNARDINO, CALIFORNIA

WHEREAS, said LEASE AGREEMENT (hereinafter referred to as "Lease"), provided for an initial term of thirty (30) 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 the Lessee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer.

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.

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

EXECUTED BY LESSOR IN THE PRESENCE OF:

LESSOR'S PRINTED NAME/ MANAGER
CITY OF NEEDLES

LESSOR'S SIGNATURE NAME/ MANAGER
CITY OF NEEDLES

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 2024, before me, _____, notary public, 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 notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 2024, before me, _____, notary public, 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)