

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

176



FROM: Redevelopment Agency

SUBMITTAL DATE:
December 30, 2010

SUBJECT: Outdoor Advertising Ground Lease between The Lamar Companies and the Redevelopment Agency

RECOMMENDED MOTION: That the Board of Directors:

1. Conduct a public hearing pursuant to California Health and Safety Code § 33431;
2. Approve the Outdoor Advertising Ground Lease between The Lamar Companies as Lessee and the Redevelopment Agency as Lessor and authorize the Chairman of the Board of Directors to execute the agreement; and

(Continued)

Lisa Brandl for

Robert Field
Executive Director
By Lisa Brandl, Deputy Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

Jennifer L. Sargent

County Executive Office Signature BY: Jennifer L. Sargent

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 11, 2011
xc: [unclear] RDA [unclear] SP

Kecia Harper-Ihem
Clerk of the Board
By: *Kalumpisten*
Deputy

Prev. Agn. Ref.: 4.1 of 4/6/10

District: 2

Agenda Number:

4.3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *Anita C. Willis* 12-31-10
DATE: ANITA C. WILLIS

Departmental Concurrence

Policy Policy
Consent Consent
Dept Recomm.: Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

3. Authorize the Executive Director, or his designee, to execute any subsequent documents necessary to effectuate the lease and take necessary and appropriate actions to administer the lease.

BACKGROUND:

The Agency owns the real property known as Assessor's Parcel Number 174-150-012 which is located in the Jurupa Valley Project Area. Lamar owned and operated two outdoor advertising displays on the property. On April 6, 2010, per Minute Order 4.1, the Board of Directors approved and executed an Outdoor Advertising Relocation Agreement which provided for the relocation of two existing outdoor advertising displays on the property in order for the project to be constructed. Pursuant to the terms of the Relocation Agreement, one of the displays would be allowed to remain on the Agency property, albeit in a new location. The Relocation Agreement also required to negotiate the terms and conditions of a new lease that would enable The Lamar Companies to install an advertising structure on the property.

This Board in the April 6, 2010 action, pursuant to Minute Order No. 4.1, also found that the Relocation Agreement was exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15302 of the CEQA Guidelines. Section 15302 is a categorical exemption for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

The Real Estate Division of EDA has negotiated a 20 year lease term that would commence upon approval by the Board of Directors. Rent shall be paid annually, and shall be the greater of \$3,000 or 25% of the gross advertising revenue that Lamar receives from its customers.

The lease allows Lamar to initially install a static billboard but provides flexibility to replace it with a dynamic digital display in the event that type of billboard is permitted per County Ordinance. According to Lamar, based on today's advertising rates the anticipated revenue to the Agency for a static billboard would be \$750 per month or \$9,000 per year, and the anticipated revenue to the Agency for a dynamic digital structure would be \$5,000 per month, or \$60,000 per year.

Public notice of this transaction has been provided pursuant to California Health and Safety Code § 33431.

The lease has been reviewed and approved as to form by County Counsel.

**THE
PRESS-
ENTERPRISE**

**CLASSIFIED
ADVERTISING**

PROOF

3512 Fourteenth St.
Riverside, CA 92501-3878
1-800-514-7253
951-684-1200
951-368-9006 Fax

Printed by: **Hood, Deidra**
at: **3:50 pm**
on: **Tuesday, Dec 21, 2010**

Ad #: **10504011**

Account Information

Phone #: (951) 955-6691
Name: ECONOMIC DEVELOPMENT
AGENCY
Address: 3525 14TH ST
RIVERSIDE CA 92501-3813

Acct #: 097576
Client:
Placed by: JESSICA GALVEZ
Fax #: (951)

Ad Information

Classification: Public Notices
Publications: Press-Enterprise
Internet

Start date: **12-26-10**
Stop date: **01-02-11**
Insertions: 4

Rate code: Open
Ad type: Ad Liner
Taken by: Hood, Deidra

Size: 1x43.580
Bill size: 44.00x 5.14 agate lines

Amount due: **\$550.59**

Ad Copy:

**NOTICE OF INTENTION
TO LEASE
REAL PROPERTY**
NOTICE IS HEREBY GIVEN
pursuant to California
Health and Safety Code sec-
tion 33431 that on January
11, 2011, or as soon there-
after as possible, the Board
of Directors of the Redevel-
opment Agency for County
of Riverside, through its au-
thorized agents, intends to
enter into an agreement for
a new ground lease with
The Lamar Companies to
relocate an existing outdoor
advertising structure on a
portion of property identi-
fied as Assessor's
Parcel Number 174-150-
012, situated in the unincor-
porated area of Jurupa,
Riverside County, California,
near Mission Boulevard and
Soto Street, for a twenty
year period that commences
on January 11, 2011.

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OUTDOOR ADVERTISING GROUND LEASE

This Lease is made this 11th day of January, 2011 by and between **THE LAMAR COMPANIES** (hereinafter "Lessee"), and **THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**, a public body, corporate and politic (hereinafter "Lessor").

RECITALS

A. Lessor is a redevelopment agency duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provisions of the California Redevelopment Law, which is Part 1 of Division 24 of the California health and Safety Code (commencing with Section 33000 et seq.).

B. Pursuant to Health and Safety Code Section 33430, Lessor may, within the survey area or for the purposes of redevelopment, sell, lease, for a period not to exceed 99 years, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed of trust, or otherwise, dispose of any real or personal property or any interest in property.

C. On July 9, 1996, the Board of Supervisors for the County of Riverside adopted Ordinance No. 763 adopting the redevelopment plan (the "Plan") for the Jurupa Valley Project Area (the "Project Area").

D. The Plan was adopted in order to eliminate blight and revitalize the substandard physical and economic conditions that exist within the Project Area.

E. Lessor is the owner of that certain real property (hereinafter "the Property") situated in the County of Riverside, State of California, identified as Assessor's Parcel Number 174-150-012, more particularly depicted on Exhibit "A" (assessors' parcel map), attached hereto and incorporated herein.

F. Lessor and Lessee entered into that certain Outdoor Advertisement Display Relocation Agreement dated April 6, 2010.

G. Lessor desires to lease a portion of the Property to Lessee as shown on Exhibit "B" attached hereto and incorporated herein.

H. Lessee desires to lease such portion of the Property from Lessor, 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.

NOW, THEREFORE, the parties agree as follows:

1 1. Premises. Subject to the following terms and conditions, Lessor hereby leases
2 to Lessee that certain ground space on the Property to install that certain structure, equipment
3 and fixtures as indicated on Exhibit "B", attached hereto and incorporated herein by reference,
4 including any applicable easement for utilities (hereinafter "the Premises"). Lessee shall be
5 permitted ingress and egress to and from the Premises over such routes as are designated by
6 Lessor from time to time.

7 2. Initial Term. The Term of this Lease shall be for a period of twenty (20) years,
8 commencing on approval by the Board of Directors of the Redevelopment Agency for the
9 County of Riverside and execution by its Chairman. Any holding over by Lessee after the
10 expiration of this Lease shall be on a day-to-day basis strictly, and continuing tenancy rights
11 shall not accrue to Lessee.

12 3. Rent. Lessee shall pay to Lessor an annual rental of \$3,000.00 as minimum
13 consideration for this Lease, on an annual basis, the first installment being due upon execution
14 of this Lease, and subsequent annual installments due on each anniversary of the
15 commencement date. In addition to the minimum annual rent, on an annual basis Lessee
16 shall pay Lessor, within 60 days of the first anniversary twenty five percent (25%) of all gross
17 revenue generated by this sign, less the minimum rent, during the Lease term, As used
18 herein, gross revenue includes all revenues, before reduction for expenses of any kind, made
19 in cash or otherwise received by Lessee. Lessee shall make available promptly upon request
20 to Lessor all additional information reasonably necessary to verify the accuracy of Lessee's
21 accounting.

22 4. Use. The premises are leased hereby for the purpose of installing, operating
23 and maintaining a structure and accompanying connections to be used as a billboard for
24 commercial outdoor advertising. Such use shall be in compliance with County of Riverside
25 Ordinance No. 348. The Premises shall not be used for any other purpose without first
obtaining the written consent of Lessor. Lessee shall have exclusive possession of the
Premises together with appropriate non-exclusive access across Lessor's Property to the
Premises, including any required utility or access corridors.

 5. Non-compete. Excepting anything that already exists upon the date of
execution of this Lease, Lessor agrees not to erect or allow any other off-premise advertising
structure(s), other than Lessee's, on the Property owned or controlled by Lessor or the County
of Riverside within one thousand (1,000) 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 and expense.

 6. Utility Charges. Lessee shall obtain a separate electric meter and shall pay, or
cause to be paid, all charges for power or other services used, rented or supplied to Lessee in
connection with its use of the Premises. Lessor shall grant any necessary utility easement
across the Property.

 7. On-Site Improvement's by Lessee.

(a) Lessee, at its expense, shall have the right to construct, or cause to be
constructed, upon the Premises a structure and accompanying equipment and connections
thereto to accommodate the use contemplated hereunder which structure is shown on Exhibit

1 "B", attached hereto and by this reference made a part of this Lease.

2 (b) Such construction shall have the prior written approval of Lessor after
3 Lessee has submitted to Lessor its plans, and specifications therefore. Such approval by
4 Lessor shall not be unreasonably withheld. In addition, Lessee understands and agrees that it
5 shall obtain all necessary approvals in writing, from appropriate public entities, including
6 without limitation, the County of Riverside Planning Department, the County of Riverside
7 Building & Safety Department, the State of California Department of Transportation (Caltrans),
8 for the construction, operation and maintenance of the billboard contemplated hereunder prior
9 to the commencement of such construction and shall provide Lessor with copies of such
10 approvals.

11 (c) Such structure, equipment and connections shall remain the property of
12 Lessee; provided, however, that Lessee removes, at its expense, such improvements, at or
13 prior to the expiration of this Lease and restore the surface of the Premises to their original
14 shape and condition or as nearly as practicable. In the event Lessee does not so remove such
15 improvements within 90 days of the expiration of the Lease, they shall become the property of
16 Lessor for no further consideration of any kind, and Lessee shall execute any documents that
17 may be required or necessitated conveying its interest in such improvements, to Lessor.

18 **8. Lessor's Reserved Rights.** The Premises are accepted by Lessee subject to
19 Lessor's paramount right to develop the Property, and in the event Lessor deems it necessary
20 to do so, Lessor may remove all or a portion of Lessee's improvements within the Premises in
21 order to develop, maintain, operate, construct or reconstruct improvements on the Property or
22 any portion thereof. In such event, the parties understand and agree that Lessor shall be
23 responsible for the repair or replacement of Lessee's improvements affected thereby or any
24 costs in connection therewith. The period during which Lessee's improvements are affected
25 thereby shall be added to the term of this Lease, or any extension thereof, so as to extend and
postpone the expiration thereof unless Lessee elects to terminate this Lease.

9 **9. Maintenance.** Lessee shall maintain the Premises and the improvements
constructed thereon in a neat, safe, orderly and attractive condition during the term of this
Lease, and Lessee shall maintain such improvements in good working condition and repair
during the term of this Lease. Lessee agrees to restore Lessor's property to the original
condition at Lessee's expense upon expiration or early termination of the Lease.

10 **10. Termination by Lessee.** Subject to thirty (30) days written notice thereof to
Lessor. Lessee may terminate this Lease if Lessee's advertising display within the Premises is
materially obstructed, the commercial value of the billboard is materially affected as a result of
reduced vehicular circulation, the billboard is prohibited by law, or the cost for insurance
coverage required under Sections 14 herein causes the uses contemplated hereunder to be
commercially frustrated

11 **11. Continuation of Lease after Abandonment.** Even though Lessee has
abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not
terminate Lessee's right to possession, and Lessor may enforce all of its rights and remedies
under this Lease, including, but not limited to, the right to recover rent as it becomes due
hereunder. For the purposes of this Section 11, acts of maintenance or preservation or efforts
by Lessor to relet the premises, or the appointment of a receiver or initiative of Lessor to
protect its interest under this Lease do not constitute a termination of Lessee's right to
possession.

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12. Assignment. Lessee may not assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of Lessor being first obtained, which consent shall not be unreasonably withheld. 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. In the event that Lessee assigns this Lease, the assignee will be fully obligated under this Lease.

13. Default. 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 this 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.

14. Insurance. Without limiting or diminishing Lessee's obligation to indemnify or hold Lessor harmless, Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Lease.

(a) Workers' Compensation: If the Lessee has employees as defined by the State of California, the Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Redevelopment Agency for the County of Riverside.

(b) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Lessee's performance of its obligations hereunder. Policy shall name the Redevelopment Agency for the County of Riverside, its respective directors, officers, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Lease, then Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit. Policy shall name the Redevelopment Agency for the County of Riverside, its respective directors, officers, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(d) General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A-: VII (A-:7) unless such requirements are waived, in writing, by the County Risk Manager. If the County's

1 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that
2 specific insurer and only for one policy term.

3 2. The Lessee's insurance carrier(s) must declare its insurance self-
4 insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
5 retentions shall have the prior written consent of the County Risk Manager before the
6 commencement of operations under this Lease. Upon notification of self insured retention
7 unacceptable to Lessor, and at the election of the Country's Risk Manager, Lessee's carriers
8 shall either; 1) reduce or eliminate such self-insured retention as respects this Lease with
9 Lessor, or 2) procure a bond which guarantees payment of losses and related investigations,
10 claims administration, and defense costs and expenses. Notwithstanding the foregoing,
11 Lessor's approval shall not be required for self-insured retentions so long Lessee maintains a
12 net worth of at least Two Hundred Million Dollars (\$200,000,000.00).

13 3. Lessee shall cause Lessee's insurance carrier(s) to furnish Lessor with
14 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
15 Endorsements effecting coverage as required herein. If any claim made by Lessor is rejected
16 by Lessee's insurance company, Lessor shall have the right to view a complete, certified copy
17 of the applicable policy in the presence of a Lessee representative at a mutually agreeable
18 location, subject to Lessor executing a non-disclosure agreement. Further, said Certificate(s)
19 and policies of insurance shall contain the covenant of the insurance carrier(s) that at least
20 thirty (30) days written notice shall be given to Lessor prior to any material modification,
21 cancellation, or reduction in coverage below the required minimums of such insurance (ten
22 (10) days notice shall apply to non-payment). In the event of a material modification,
23 cancellation, or reduction in coverage below the required minimums, this Lease shall terminate
24 forthwith, unless Lessor receives, prior to such effective date, another properly executed
25 original Certificate of Insurance and original copies of endorsements or certified original
policies, including all endorsements and attachments thereto evidencing coverage's set forth
herein and the insurance required herein is in full force and effect. Lessee shall not commence
operations until Lessor has been furnished original Certificate(s) of Insurance and certified
original copies of endorsements. Any individual authorized by the insurance carrier to do so
on its behalf shall sign the original endorsements for each policy and the Certificate of
Insurance.

4. It is understood and agreed to by the parties hereto that the Lessee's
insurance shall be construed as primary insurance as relates to Lessee's operations, and
Lessor's insurance and/or deductibles and/or self-insured retention's or self-insured programs
shall not be construed as contributory in this respect.

5. If, during the term of this Lease or any extension thereof, there is a
material change in the scope of services; or, there is a material change in the equipment to be
used in the performance of the scope of work which will add additional exposures (such as the
use of aircraft, watercraft, cranes, etc.); or, the term of this Lease, including any extensions
thereof, exceeds five (5) years, Lessor reserves the right to adjust the types of insurance
required under this Lease and the monetary limits of liability for the insurance coverage's
currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or
type of insurance carried by the Lessee has become inadequate.

6. Lessee shall pass down the insurance obligations contained herein to all
tiers of subcontractors working under this Lease.

1 7. The insurance requirements contained in this Lease may be met with a
2 program(s) of self-insurance acceptable to Lessor.

3 8. Lessee agrees to notify Lessor of any claim by a third party or any
4 incident or event that may give rise to a claim arising from the performance of this Lease.

5 15. Hold Harmless. Lessee represents that it has inspected the Premises,
6 accepts the condition thereof and fully assumes any and all risks incidental to the use thereof.
7 Lessor shall not be liable to Lessee, its officers, agents, employees, subcontractors or
8 independent contractors for any personal injury or property damage suffered by them which
9 may result from hidden, latent or other dangerous conditions in, on, upon or within the
10 Premises; provided, however, that such dangerous conditions are not caused by the sole
11 negligence of Lessor, its officers, agents or employees. Lessee shall indemnify and hold
12 Lessor, its officers, agents, employees and independent contractors free and harmless from
any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers,
agents, employees, subcontractors and independent contractors, for property damage, bodily
injury, or death (Lessee's employees included) or any other element of damage of any kind or
nature, relating to or in anywise connected with or arising from its use and responsibilities in
connection therewith of the Premises or the condition thereof, and Lessee shall defend, at its
expense, including attorney fees, Lessor, its officers, agents, employees and independent
contractors in any legal action based upon such alleged acts or omissions. The specified
insurance limits required in Section 14 herein shall in no way limit or circumscribe Lessee's
obligations to indemnify and hold Lessor free and harmless herein.

13 16. Toxic Materials. During the term of this Lease and any extensions thereof,
14 Lessee shall not violate any federal, state or local law, or ordinance or regulation, relating to
15 industrial hygiene or to the environmental condition on, under or about the Premises including,
16 but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns
17 and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under
18 or about the Premises or transport to or from the Premises any flammable explosives,
19 asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious
20 materials, whether injurious by themselves or in combination with other materials (collectively,
21 "hazardous materials"). For the purpose of this Lease, hazardous materials shall include, but
not be limited to, substances defined as "hazardous substances," "hazardous materials," or
"toxic substances" in the Comprehensive Environmental Response, Compensation and Liability
Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials
Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery
Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in
Section 25117 of the California Health and Safety Code or as "hazardous substances" in
Section 25316 of the California Health and Safety Code; and in the regulations adopted in
publications promulgated pursuant to said laws.

22 17. Free from Liens. Lessee shall pay, when due, all sums of money that may
23 become due for any labor, services, material, supplies, or equipment, alleged to have been
24 furnished or to be furnished to Lessee, in, upon, or about the Premises, and which may be
25 secured by a mechanics', materialmen's or other lien against the Property or Lessor's interest
therein, and will cause each such lien to be fully discharged and released at the time the
performance of any obligation secured by such lien matures or becomes due; provided,
however, that if Lessee desires to contest any such lien, it may do so, but notwithstanding any
such contest, if such lien shall be reduced to final judgment, and such judgment or such
process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed,

1 and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and
2 discharge said judgment.

3 18. Employees and Agents of Lessee. It is understood and agreed that all persons
4 hired or engaged by Lessee shall be considered to be employees or agents of Lessee and not
5 of Lessor.

6 19. Nondiscrimination. Lessee covenants for itself, its successors and assigns and
7 all persons claiming under it, and this Lease is made and accepted upon and subject to the
8 following conditions: There shall be no discrimination against or segregation of any person or
9 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of
10 the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision
11 (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the
12 Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or
13 enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person
14 claiming under or through him or her, establish or permit any such practice or practices of
15 discrimination or segregation with reference to the selection, location, number, use, or
16 occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein
17 leased.

18 20. Eminent Domain. In the event of condemnation of the subject premises or any
19 part thereof by proper authorities, or widening, expansion or relocation of State Highway 60,
20 Lessor grants to the Lessee the right to relocate its sign on Lessor's remaining property
21 adjoining the condemned property or the relocated highway. Any condemnation award for
22 Lessee's property shall accrue to Lessee. Any condemnation award for Lessor's property
23 shall accrue to Lessor.

24 21. Binding on Successors. Lessee, its assigns and successors in interest, shall be
25 bound by all the terms and conditions contained in this Lease, and all of the parties thereto
shall be jointly and severally liable hereunder.

26 22. Waiver of Performance. No waiver by Lessor at any time of any of the terms
and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter
of the same or of any other terms or conditions contained herein or of the strict and timely
performance of such terms and conditions.

27 23. Severability. The invalidity of any provision in this Lease as determined by a
court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

28 24. Venue. Any action at law or in equity brought by either of the parties hereto for
the purpose of enforcing a right or rights provided for by this Lease shall be tried in the
Superior Court of the County of Riverside, State of California, and the parties hereby waive all
provisions of law providing for a change of venue in such proceedings to any other county.

29 25. Attorneys' Fees. In the event of any litigation or arbitration between Lessee and
Lessor to enforce any of the provisions of this Lease or any right of either party hereto, the
unsuccessful party to such litigation or arbitration agrees to pay to the successful party all
costs and expenses, including reasonable attorneys' fees, incurred therein by the successful
party, all of which shall be included in and as a part of the judgment or award rendered in such
litigation or arbitration.

1 26. Permits, Licenses and Taxes. Lessee shall secure, at its expense, all
2 necessary permits and licenses as it may be required to obtain, and Lessee shall pay for all
3 fees and taxes levied or required by any authorized public entity. Lessee recognizes and
4 understands that this Lease may create a possessory interest subject to property taxation and
5 that Lessee may be subject to the payment of property taxes levied on such interest.

6 27. Section Headings. The section headings herein are for the convenience of the
7 parties only, and shall not be deemed to govern, limit, modify or in any manner affect the
8 scope, meaning or intent of the provisions or language of this Lease.

9 28. Lessor's Representative. Lessor hereby appoints the Executive Director/RDA
10 as its authorized representative to administer this Lease.

11 29. Acknowledgment of Lease by Lessor. Upon execution of this Lease by the
12 parties hereto, this Lease shall be acknowledged by Lessor in such a manner that it will be
13 acceptable by the County Recorder for recordation purposes, and thereafter, Lessee may
14 cause this Lease to be recorded in the Office of the County Recorder of Riverside County
15 forthwith and furnish Lessor with a conformed copy thereof.

16 30. Agent for Service of Process. It is expressly understood and agreed that in the
17 event Lessee is not a resident of the State of California or it is an association or partnership
18 without a member or partner, resident of the State of California, or it is a foreign corporation,
19 then in any such event, Lessee shall file with Lessor, upon its execution hereof, a designation
20 of a natural person residing in the State of California, giving his or her name, residence and
21 business addresses, as its agent for the purpose of service of process in any court action
22 arising out of or based upon this Lease, and the delivery to such agent of a copy of any
23 process in any such action shall constitute valid service upon Lessee. It is further expressly
24 understood and agreed that if for any reason service of such process upon such agent is not
25 feasible, then in such event Lessee may be personally served with such process out of this
Lessor and that such service shall constitute valid service upon Lessee. It is further expressly
understood and agreed that Lessee is amenable to the process so served, submits the
jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

 31 Entire Lease. This Lease is intended by the parties hereto as a final expression
of their understanding with respect to the subject matter hereof and as a complete and
exclusive statement of the terms and conditions thereof and supersedes any and all prior and
contemporaneous leases, agreements and understandings, oral or written, in connection
therewith. This Lease may be changed or modified only upon the written consent of the
parties hereto.

 32. Taxes. Notice is hereby given pursuant to Revenue and Taxation Code Section
107.6 that this Outdoor Advertising Ground Lease may create a taxable possessory interest in
the Premises. If personal property taxes are assessed, Lessee shall pay any portion of such
taxes directly attributable to Lessee's facilities.

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33. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or to such other addresses as from time to time shall be designated by the respective parties:

Lessor:
Redevelopment Agency for the County
of Riverside
3403 10th Street, Suite 500
Riverside, California 92501

Lessee:
Lamar Advertising Company
24541 Redlands Boulevard
Loma Linda, California 92354
951-658-3241

34. Approval of Directors. Anything to the contrary notwithstanding, this Lease shall not be binding or effective until its approval and execution by the Chairman of the Board of Directors of the Redevelopment Agency for the County of Riverside and the General Manager of a Lamar Advertising Company.

Dated: 12/9/10

LAMAR ADVERTISING COMPANIES

By: 
Randy Straub
General Manager

Dated: JAN 11 2011

THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By: 
Bob Buster, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Anita C. Willis
Deputy County Counsel

JRF:ra
11/29/10
13.xxx

EXHIBIT "A"
174-150-012

EXHIBIT "B"
Survey or Site Plan

1. **This Exhibit shall be furnished to Lessor within ninety days of completion of construction.**