

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
11.1  
(ID # 10577)

**MEETING DATE:**

Tuesday, August 27, 2019

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approve Lease Agreement Between the Riverside County Flood Control and Water Conservation District and Clear Channel Outdoor, LLC, 10-Year Lease, RCFC Parcel 1020-2A, CEQA Exempt, District 1. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines Section 15301 "Existing Facilities" exemption and Section 15061(b)(3) "Common Sense" exemption;
2. Approve the attached Lease Agreement (Lease) between the Riverside County Flood Control and Water Conservation District (District) and Clear Channel Outdoor, LLC, and authorize the Chairwoman of the Board to execute the same on behalf of the District; and
3. Direct the Clerk of the Board to return two (2) executed Lease Agreements to the District.

**ACTION: Policy**

A handwritten signature in black ink, appearing to read "J. Uhley".

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 8/15/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: August 27, 2019  
xc: Flood

Kecia R. Harper  
Clerk of the Board  
By: Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% District Funds</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year 2019/2020-2028/2029</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The District owns real property located on Magnolia Avenue west of Buchanan Street, also known as Assessor's Parcel Number 135-170-024 ("Property"). Clear Channel Outdoor, LLC currently has and maintains a billboard on the Property pursuant to an encroachment permit issued on May 22, 1975. The District will enter into a Lease with Clear Channel Outdoor, LLC ("Lessee") to allow them to continue their billboard operation and maintenance. Specifically, the Lease will allow the Lessee to maintain, remove and repair its outdoor advertising structure which consists of two poles and a signage area of 12' x 25' and height of 18'. Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 "Existing Facilities" exemption and Section 15061(b)(3), "Common Sense" exemption. The proposed Lease involves existing facilities, and no expansion of an existing use will occur.

**Impact on Residents and Businesses**

The District concludes that there will be no fiscal impact on private residents or private businesses as a result of the Board's approval of the Lease.

**Additional Fiscal Information**

Term: 10 years

Rent: \$1,800 annually plus 25% of all gross revenue generated by the billboard

Rent increase: 2.5% annually

**Contract History and Price Reasonableness**

The District issued an encroachment permit to Foster & Kleiser on May 22, 1975 (Permit No. 1-0-020-332), allowing Permittee to maintain advertising sign(s) on the Property. Lessee, successor-in-interest to Foster & Kleiser, has erected and maintained outdoor structures with the District since 1985 utilizing encroachment permits. However, this Lease will allow the District to transition away from the use of encroachment permits and instead enter into a Lease with a 10-year term, an annual rent of \$1,800 plus 25% of all gross revenue generated by the billboard and to verify the accuracy of Lessee's accounting for such gross revenue.

**Attachments:**

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Lease Agreement including Vicinity Map

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 8/15/2019



BUCHANAN ST

Sign area = 12' x 25'  
Billboard sign height = 18'

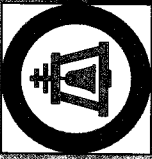
Clear Channel  
Billboard

10202A  
135170024



Clear Channel Billboard  
RCFC Parcel 1020-2A  
APN 135-170-024

MAGNOLIA AVE



## LEASE AGREEMENT

This Lease Agreement ("Lease" or "Agreement") is entered into this 27<sup>th</sup> day of August, 2019 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter called "DISTRICT" or "LESSOR") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company, (hereinafter called "LESSEE").

### WITNESSETH

1. **Description.**

DISTRICT owns real property located on Magnolia Avenue west of Buchanan Street also known as Assessor's Parcel Number 135-170-024 ("Property"), more particularly described in Exhibit "A" and shown on Exhibit "B", attached hereto and by this reference made a part of this Lease. DISTRICT hereby leases to LESSEE, and LESSEE hereby leases from DISTRICT, the Property ("Leased Premises") for the sole purpose of erecting, constructing, maintaining and repairing an outdoor advertising structure ("Structure"), including the necessary structures, advertising devices, utility service, power poles, communication devices and connections thereon, with the right of access for ingress to and egress from the Structure by LESSEE's employees, contractors, agents and vehicles, including maintenance vehicles.

2. **Term.**

The Term of this Lease shall be for a period of ten (10) years, commencing on the first of the month after the date this Lease is fully executed by both DISTRICT and LESSEE ("Commencement Date"). The parties agree the anniversary date for this Lease shall be deemed to be the same as the Commencement Date the subsequent years ("Anniversary Date").

3. **Rent.**

- a. LESSEE shall pay to DISTRICT an annual rent of \$1,800.00 (One Thousand Eight Hundred Dollars) as minimum consideration for this Lease ("Rent"), on an annual basis, the first installment being due upon execution of this Lease, and subsequent annual installments due on each Anniversary Date of the Commencement Date, plus an annual rent increase of 2.5%.
- b. In addition to the Rent, LESSEE shall pay DISTRICT, within sixty (60) days of each Anniversary Date and within sixty (60) days of the expiration of this Lease or earlier termination thereof, twenty five percent (25%) of all annual gross revenue generated by the Structure during the previous Lease year. As used herein, "gross revenue" includes all revenues before reduction for expenses of any kind made in cash or otherwise received by LESSEE. LESSEE shall make available promptly upon request to DISTRICT unredacted sales contracts only to verify the accuracy of LESSEE's accounting for such gross revenue.
- c. LESSEE shall pay a late charge of 10% interest on any monies payable to DISTRICT by LESSEE, including Rent, should such monies not be received by the DISTRICT on or before the 10<sup>th</sup> day after LESSEE's receipt of written notice that said monies were not paid timely. DISTRICT shall have the right, to be exercised at DISTRICT's

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sole discretion, to terminate the Lease in the event that LESSEE fails to pay Rent pursuant to the terms provided herein or any monies due to the DISTRICT within 30 days following LESSEE's receipt of written notice that said monies were not paid timely.

Upon request by DISTRICT, but not more than once per year, LESSEE shall allow DISTRICT, upon reasonable notice, the opportunity to audit LESSEE's sales contracts with respect to the Lease revenue for this location only.

**4. Use and Maintenance.**

- a. The Leased Premises are leased hereby for the sole purpose of erecting, constructing, maintaining, removing and repairing an outdoor advertising structure including the necessary structures, advertising devices, utility service, power poles, communication devices and connections thereon ("Structure"). The Structure shall consist of outdoor signage with dimensions of 12 ft. by 25 ft., two poles, an overall height of 18 ft. and one face displaying north. Such use shall be in compliance with all governmental laws, rules and regulations, including County of Riverside Ordinance No. 348. The Leased Premises shall not be used for any another purpose. LESSEE must obtain DISTRICT's prior written consent before making any changes to the use of the Structure. DISTRICT will be entitled to increase the rental rate in connection with any kinds of changes to the original use. LESSEE shall have exclusive possession of the Leased Premises together with appropriate non-exclusive access across the Property to the Leased Premises, including any required utility or access corridors as depicted in Exhibit "A", attached hereto and made a part of this Lease.
- b. Prior to making any modifications to the Structure, LESSEE shall submit to DISTRICT its plans and specifications and obtain the prior written approval of DISTRICT's General Manager-Chief Engineer of said plans and specifications, however, this shall not apply to the changing of ad copy or routine maintenance which occurs in the normal course of business. Such approval by DISTRICT shall not be unreasonably withheld. In addition, LESSEE understands and agrees that it shall obtain, at its sole expense, all necessary approvals and permits in writing from appropriate governmental entities ("Permits"), including without limitation the City of Corona and the State of California, for the operation, modification, repair and maintenance of the Structure contemplated hereunder prior to the commencement of such work and shall provide DISTRICT with copies of such approvals.
- c. LESSEE shall maintain the Leased Premises and the improvements constructed therein 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 shall, at LESSEE's sole cost and expense, cause the Structure to comply with all governmental laws, rules and regulations.
- d. Following completion of any modification to the Structure, other than the changing of ad copy or routine maintenance which occurs in the normal course of business, LESSEE shall submit to DISTRICT (1) an itemized statement showing the entire cost of such improvements, alterations and fixtures; and (2) one (1) complete set of "As Built" drawings showing every detail, latent or otherwise, of such improvements,

alterations and fixtures, including, but not limited to, electrical circuitry. This clause shall have no effect on the existing Structure on the Property.

- e. LESSEE's Structure, equipment and connections shall, at all times, unless abandoned or unclaimed by LESSEE, remain the property of LESSEE. LESSEE shall remove, at its expense, the Structure within thirty (30) days following expiration or termination of this Lease and restore the Leased Premises to its original shape and condition as nearly as practicable. In the event LESSEE does not so remove such improvements and restore the Leased Premises within thirty (30) days following the expiration or termination of this Lease, then DISTRICT shall have the right to remove such improvements and restore the Leased Premises at the risk of LESSEE, and DISTRICT shall return the improvements to LESSEE at the address for LESSEE provided in Section 19 below, and upon written demand by DISTRICT, LESSEE shall immediately pay all costs and expenses of said removal, return and restoration. DISTRICT shall in no way be responsible or liable for any damage caused to such improvements during said removal or return, and LESSEE hereby fully and completely releases DISTRICT from any and all claims or causes of action, suits, damages, judgments, liens, claim of liens, executions, claims for personal injuries, injuries to reputation, breach of contract, property damage, consequential loss, attorney's fees, grievances and/or demands which LESSEE may have, or ever may have, against DISTRICT arising or derived from, or related to, such damage.
5. **Utilities.** LESSEE shall provide, or cause to be provided, and pay for all utility services that it may require or desire in its use, maintenance and operation of the Leased Premises, including all costs of installation. DISTRICT shall grant any necessary utility easement across the Property, as designated by DISTRICT's General Manager-Chief Engineer. In the event DISTRICT requests the same in writing, LESSEE shall relocate, at its sole cost and expense, its utility lines in order for DISTRICT to utilize or improve the Property.
6. **Non-compete.** Excepting anything that already exists upon the date of execution of this Lease, DISTRICT agrees not to erect or allow any other off-premise advertising structure(s) other than LESSEE's on property owned or controlled by DISTRICT within one thousand (1,000) feet of the Structure.
7. **DISTRICT's Reserved Rights.** The Leased Premises are accepted by LESSEE subject to LESSOR's paramount right to develop the Property, and in the event LESSOR deems it necessary to do so, LESSOR may terminate, or require LESSEE to amend, this Lease and provide notice to LESSEE that LESSEE shall remove all or a portion of LESSEE's improvements within the Leased Premises in order to develop, maintain, operate, construct or reconstruct improvements on the Property or any portion thereof. In such event, the parties understand and agree that LESSOR shall not be responsible for the repair, removal or replacement of LESSEE's improvements affected thereby or any costs in connection therewith. If LESSOR terminates the Lease pursuant to this Section, the terms and conditions in Section 4(d) shall apply. If DISTRICT requires LESSEE to remove only a portion of LESSEE's improvements, prior to any such removal, the parties hereto agree to amend this Lease to reflect the change to LESSEE's improvements on the Leased Premises.
8. **Termination by DISTRICT.** DISTRICT shall have the right to terminate this Lease forthwith:

- a. In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of LESSEE as a debtor.
- b. In the event LESSEE's interest hereunder is assigned involuntarily or by operation of law for the benefit of creditors.
- c. In the event of abandonment of the Leased Premises by LESSEE for more than ninety (90) consecutive days, and LESSEE's failure to place ad copy on the Structure shall not be considered abandonment.
- d. In the event LESSEE fails or refuses to perform, keep or observe any of LESSEE's duties or obligation hereunder which LESSEE fails to cure within thirty (30) days after written notice from the DISTRICT of said failure.
- e. In the event DISTRICT deems it necessary to terminate this Lease in order to maintain, operate, construct or reconstruct DISTRICT's facilities.

In the event of termination by DISTRICT as set forth in Section 8(e), LESSEE shall be entitled to recover from DISTRICT any prepaid Rent for the unexpired term.

9. **Termination by LESSEE.** If in LESSEE's sole and reasonable opinion, for any reason not caused by LESSEE: (a) the view of the Structure's advertising copy becomes entirely or partially obstructed; (b) electrical service or illumination is unavailable or restricted; (c) the Property cannot safely be used for the erection or maintenance of the Structure for any reason; (d) the Property becomes unsightly; (e) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (f) LESSEE is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structure; or (h) access to the Structure or the Structure's use is prevented or restricted by law or some other event beyond LESSEE's control, then LESSEE may cancel this Lease upon ninety (90) days written notice to DISTRICT. In the event of termination by DISTRICT as set forth this Section, LESSEE shall not be entitled to recover from DISTRICT any prepaid Rent for the unexpired term.
10. **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 DISTRICT being first obtained, which consent shall not be unreasonably withheld. However, DISTRICT's consent shall not be required if LESSEE transfers its interest in the Lease by way of Change in Control, herein defined. Change in Control shall be deemed to have occurred when: (x) any person, after the date hereof, acquires directly or indirectly the Beneficial Ownership (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended) of any voting interests or equity interests of Tenant and immediately after such acquisition such person is, directly or indirectly, the Beneficial Owner of voting or equity interests representing 50% or more of the total voting interest or equity interest of all of the then-outstanding equity interests or voting interests of Tenant; (y) the stockholders, partners, members or other equity holders of Tenant shall approve a merger, consolidation, recapitalization, or reorganization of Tenant, or consummation of any such transaction if equity holder approval is not sought or obtained; or (z) the stockholders, partners, members or other equity holders of Tenant shall approve



a plan of complete liquidation of Tenant or an agreement for the sale or disposition by Tenant of all or a substantial portion of such entity's assets (i.e., 50% or more of the total assets of such entity). In the event of any change of ownership of the property herein leased, DISTRICT agrees to notify LESSEE promptly of the name, address and telephone number of the new owner. In the event that LESSEE assigns this Lease, the assignee will be fully obligated under this Agreement.

11. **Insurance.** Without limiting or diminishing the LESSEE's obligation to indemnify or hold the DISTRICT harmless, LESSEE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Lease. As respect to the insurance section only, the DISTRICT herein refers to the DISTRICT and its respective directors, supervisors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representative as Additional Insureds.
  - a. **Workers Compensation.** If LESSEE has employees as defined by the State of California, they shall procure and maintain Workers' Compensation Insurance in full compliance with the Workers' Compensation and Occupational Disease Laws of all authorities having jurisdiction over the Leased Premises. Such policy shall include Employers Liability (Coverage B) and Occupational Disease coverage, with limits not less than One Million (\$1,000,000) per person, per occurrence. Policy shall provide Waiver of Subrogation in favor DISTRICT.
  - b. **Commercial General Liability.** Procure and maintain comprehensive general liability insurance coverage that shall protect LESSEE from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from LESSEE'S use of the Leased Premises or the performance of its obligations hereunder, whether such use or performance be by LESSEE, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name DISTRICT as an additional insured with respect to this Lease and the obligations of LESSEE hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00 per occurrence. 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 Agreement, then LESSOR 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 DISTRICT 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 an A-:VII (A-:7) unless such requirements are waived in writing by DISTRICT. If DISTRICT waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

2. The LESSEE's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence, such retentions shall have the prior written consent of DISTRICT before the commencement of operations under this Lease. Upon notification of self-insured retention unacceptable to DISTRICT, and at the election of DISTRICT, LESSEE's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Lease with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. Notwithstanding the foregoing, DISTRICT approval shall not be required for self-insured retentions so long LESSEE maintains a net worth of at least Two Hundred Million Dollars (\$200,000,000.00)
3. LESSEE shall cause LESSEE's insurance carrier(s) to furnish DISTRICT with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that at least thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation or reduction in coverage below the required minimums of such insurance (ten (10) days' notice shall apply to non-payment). In the event of a material modification, cancellation or reduction in coverage below the required minimums, this Lease shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. LESSEE shall not commence operations until DISTRICT 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. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT received, prior to such effective date, another property executed Certificate of Insurance and copies of endorsements evidencing coverages set forth herein, and the insurance required herein is in full force and effect. DISTRICT shall not commence operations until DISTRICT has been furnished Certificate(s) of Insurance and copies of endorsements. An 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.
5. 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.
6. If during the term of this Lease or any extension thereof there is a material change in the scope of the Lease or LESSEE's use of the Leased Premises, or the term of this Lease, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Lease and the

monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by the LESSEE has become inadequate.

7. LESSEE shall pass down the insurance obligations contain herein to all tiers of subcontractors working under this Lease.
  8. LESSEE agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Lease.
12. **Hold Harmless.** LESSEE represents that it has inspected the Premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof. DISTRICT shall not be liable to LESSEE, its officers, agents, employees, subcontractors or independent contractors (individually and collectively hereinafter referred to as "Indemnitees") for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Premises; provided, however, that such dangerous conditions are not caused by the sole negligence of DISTRICT, its officers, agents or employees. LESSEE shall indemnify and hold DISTRICT, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based on 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 LESSEE's use of, and responsibilities in connection with, the Leased Premises or the condition thereof. LESSEE shall defend, at its sole expense, including reasonable attorney fees, DISTRICT and its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by LESSEE, LESSEE shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of the DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LESSEE's indemnification to Indemnitees as set forth herein. LESSEE's obligation hereunder shall be satisfied when LESSEE has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved. The specified insurance limits required in Section 11 herein shall in no way limit or circumscribe LESSEE's obligations to indemnify and hold DISTRICT free and harmless herein from third party claims.
13. **Toxic Materials.** During the term of this Lease and any extensions thereof, LESSEE shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Leased Premises including, but not limited to, soil and groundwater conditions. Further, LESSEE, its successors, assigns and sublessees shall not use, generate, manufacture, produce, store or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "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 9601, 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.

14. **Free from Liens.** LESSEE shall pay, when due, all sums of money that may become due for any labor, services, material, supplies or equipment alleged to have been furnished or to be furnished to LESSEE, in, upon or about the Leased Premises, and which may be secured by a mechanics', materialmen's or other lien against the Property or Leased Premises, or DISTRICT 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, and said stay thereafter expires, then and in such event, LESSEE shall forthwith pay and discharge said judgment.
15. **Employees and Agents of Lessee.** It is understood and agreed that all persons hired or engaged by LESSEE shall be considered to be employees or agents of LESSEE and not of the DISTRICT.
16. **Nondiscrimination.** LESSEE covenants for itself, its successors and assigns, and all persons claiming under it, that this Lease is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Section 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises herein leased nor shall the LESSEE, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.
17. **Eminent Domain.** In the event that all or any part of the Leased Premises is the subject of an eminent domain proceeding, LESSEE shall have the right to (a) contest the acquisition or defend against the taking of LESSEE's interest in the Leased Premises; (b) with DISTRICT's prior written approval, relocate the Structure and appurtenances onto any portion of the Property not acquired or to be acquired; and/or (c) seek an award from such condemning authority for the value of its leasehold interest so long as such award is separate from, and does not affect, any award that DISTRICT would receive from any condemning authority.
18. **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:  
 Riverside County Flood Control  
 and Water Conservation District  
 1995 Market Street  
 Riverside, CA 92501

LESSEE:  
 Clear Channel Outdoor, LLC  
 19320 Harborgate Way  
 Torrance, CA 90501  
 Attn: Mr. John Carroll

With a copy to:  
 Clear Channel Outdoor, LLC  
 Attn: Legal Department  
 2325 E. Camelback Road, Suite 400  
 Phoenix, Arizona 85016

19. **Waiver of Performance.** No waiver by DISTRICT 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 term and conditions.
20. **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.
21. **Governing Law; Venue.** This Lease shall be interpreted and construed in accordance with the laws of the State of California without regard to conflict of law provisions. 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.
22. **Attorneys' Fees.** In the event of any litigation or arbitration between LESSEE and DISTRICT 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 part of the judgment or award rendered in such litigation or arbitration.
23. **Permits, Licenses and Taxes.** LESSEE shall secure, at its expense, all necessary permits and licenses as it may be required to obtain, and LESSEE shall pay for all fees and taxes levied or required by any authorized public entity on account of the Structure and any appurtenance thereto. LESSEE recognizes and understands that LESSEE may be subject to the payment of property taxes levied on such interest.
24. **Government Laws, Rules and Regulations.** LESSEE shall at LESSEE's sole cost and expense cause such billboard/signage comply with all government laws, rules and regulations, and shall maintain such signs and their immediate surroundings in a neat, clean and attractive appearance and shall not allow such premise fall into disrepair.
25. **Paragraph Headings.** The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Lease.

26. **DISTRICT's Representative.** DISTRICT hereby appoints the General Manager-Chief Engineer as its authorized representative to administer this Lease.
27. **Acknowledgement of Lease by County.** Upon execution of this Lease by the parties hereto, this Lease shall be acknowledged by DISTRICT in such a manner that it will be acceptable by the County Recorder for recordation purposes, and thereafter, LESSEE shall cause this Lease to be recorded in the Office of the County Recorder of Riverside County forthwith and furnish DISTRICT with a conformed copy thereof.
28. **Agent for Service of Process.** It is expressly understood and agreed that in the event LESSEE is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, LESSEE shall file with DISTRICT's General Manager-Chief Engineer, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any Court action arising out of or based upon this Lease, and the delivery to such agent of a copy of any process in any such action expressly understood and agreed that if for any reason service of LESSEE may be personally served with such process out of this County 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 to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.
29. **Broker Commission.** Either party hereto that is represented in this transaction by a broker, agent or commission salesperson ("Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.
30. **Survival.** Sections 3(b), 3(c), 4(e) and 12 of this Lease, and such other provisions that by their nature are intended to survive expiration or termination, shall survive the expiration or termination of this Lease.
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. **Approval.** 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 Supervisors.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date indicated on Page 1.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,**  
a body politic

By: Karen S. Spiegel  
KAREN SPIEGEL, Chairwoman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

RECOMMENDED FOR APPROVAL

By: Jason E. Uhley  
JASON E. UHLEY  
General Manager-Chief Engineer

ATTEST:

KECIA R. HARPER  
Clerk of the Board

By: Kecia R. Harper  
Deputy

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

By: Gregory P. Priamos  
Thomas Oh  
Deputy County Counsel

CLEAR CHANNEL OUTDOOR, LLC.

By: [Signature]

Its: President - So. Cal. Division

By: [Signature]

Its: Sr. V.P. Real Estate

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

**Parcel 1020-2A**

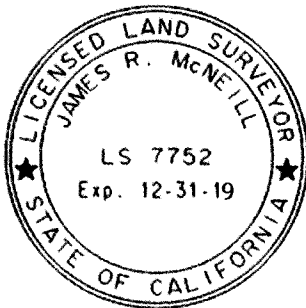
APN 135-170-024

In the City of Riverside, County of Riverside, State of California, all of Parcel No. 2 as described in Grant Deed recorded May 5, 1949 in Book of Official Records 1073, Page 564 et seq. official records of said county.

Excepting therefrom all that portion described in Grant Deed recorded February 19, 1988 as Instrument No. 1988-44315 official records of said county.

Containing 0.858 acre

See Exhibit "B" attached hereto and made a part hereof.



  
\_\_\_\_\_  
JAMES R. McNEILL

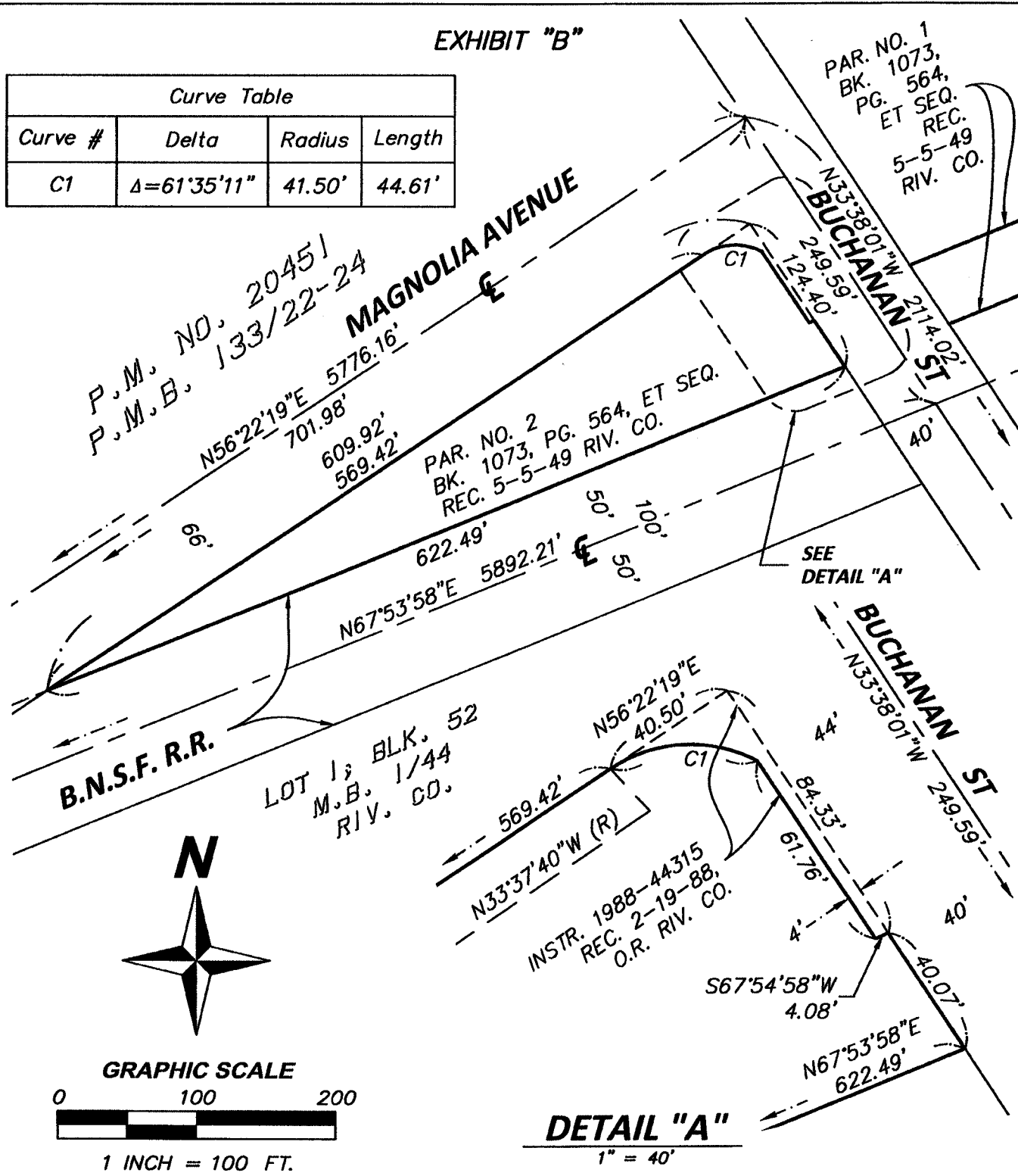
Land Surveyor No. 7752

Date: 4-2-19



EXHIBIT "B"

Curve Table			
Curve #	Delta	Radius	Length
C1	$\Delta=61^{\circ}35'11''$	41.50'	44.61'



PAR. NO. 1  
BK. 1073,  
PG. 564,  
ET SEQ.  
REC. 5-5-49  
RIV. CO.

PAR. NO. 2  
BK. 1073, PG. 564, ET SEQ.  
REC. 5-5-49 RIV. CO.

LOT 1; BLK. 52  
M.B. 1/44  
RIV. CO.

INSTR. 1988-44315  
REC. 2-19-88,  
O.R. RIV. CO.

SEE  
DETAIL "A"

**DETAIL "A"**  
1" = 40'

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME:	ARLINGTON CHANNEL - CLEAR CHANNEL LEASE	SCALE 1"=100'	DRAWN BY DAC
RCFC-WCD PARCEL NUMBER(S):	1020-2A	DATE 03/26/19	CHECK BY SL
RCFC-WCD PROJECT NUMBER:	1-0-00020	SHEET NO.	1 OF 1