

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



ITEM
11.4
(ID # 10791)

MEETING DATE:

Tuesday, September 10, 2019

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Lease Agreement with Lamar Central Outdoor, LLC, Billboard Ground Lease, 10-Year Term, RCFC Parcel.4270-2, APN 310-170-005, CEQA Exempt, District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, "Existing Facilities" exemption and Section 15061(b)(3) "Common Sense" exemption;
2. Approve the attached Lease Agreement between the Riverside County Flood Control and Water Conservation District (District) and Lamar Central 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

Handwritten signature of Jason Uhley.

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

8/28/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Perez and Hewitt
Nays: None
Absent: Washington
Date: September 10, 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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Contract Revenue - The subject Lease Agreement is a revenue generating instrument.			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District issued an encroachment permit in 1977 to Lamar Central Outdoor, LLC (successor-in-interest to original Permittee Kunz & Company) for the installation of a billboard on District property located on the east side of Redlands Avenue, north of Ellis Avenue, in the city of Perris, RCFC Parcel 4270-2, Assessor's Parcel Number 310-170-005. This action converts the encroachment permit issued 42 years ago to a lease ("Lease Agreement") with a ten (10) year term, no term extension options, for which Lessee is responsible for utilities and site maintenance. Approving the Lease Agreement also revises the Lessee insurance requirements to be consistent with current Riverside County Risk Management protocols.

CEQA

The Lease Agreement will not result in physical changes to District property or expansion of the existing billboards. Therefore, the project related activities within the District's right of way are consistent with the criteria for a Class 1 Existing Facilities Categorical Exemption pursuant to Section 15301 of the State CEQA Guidelines. The Class 1 Categorical Exemption applies to projects such as leasing existing public and private structures or topographical features involving negligible or no expansion of use.

Additionally, the project is consistent with State CEQA Guidelines Section 15061(b)(3), the "General Rule" or "Common Sense" exemption, because it can be seen with certainty that there is no possibility that the proposed project will have a significant effect on the environment. Therefore, pursuant to CEQA, the project was determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 – Existing Facilities exemption and Section 15061(b)(3), "Common Sense" exemption.

Impact on Residents and Businesses

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

Additional Fiscal Information

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
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Approving this Lease Agreement increases rent revenue from \$300 annually to the greater of \$7,200 annually or 25% of billboard gross annual receipts, resulting in additional rent revenue of at least \$6,900 annually, or \$69,000 over the 10-year lease term.

Contract History and Price Reasonableness

The original encroachment permit was issued in 1977. Rent has not been increased since the encroachment permit was issued. Approving the subject Lease Agreement aligns the rental rate to current market conditions.

ATTACHMENTS:

1. Lease Agreement

	
Jason Farin, Senior Management Analyst	Gregory V. Priagos, Director County Counsel
9/4/2019	8/29/2019

LAMAR CENTRAL OUTDOOR, LLC,
a Delaware limited liability company,
hereinafter called ("LESSEE"), and

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body politic, hereinafter called ("DISTRICT" or "LESSOR")

Project: Perris 3rd Street Retention
Basin and Outlet
Project No. 4-0-00270
RCFC Parcel No. 4270-2
APN 310-170-005

LEASE AGREEMENT

This Lease Agreement ("Lease" or "Agreement") is entered into this 10th day of September, 2019 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (hereinafter called "DISTRICT" or "LESSOR") and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company, (hereinafter called "LESSEE").

1. **Description.** DISTRICT owns real property located on the east side of Redlands Avenue north of Ellis Avenue in the city of Perris, also known as RCFC Parcel No. 4270-2 and Assessor's Parcel Number 310-170-005 ("Property"), more particularly described in Exhibit "A", attached hereto and by this reference made a part of this Lease. DISTRICT hereby leases to LESSEE, and LESSEE hereby leases from DISTRICT, a portion of the Property ("Leased Premises"), more particularly described in Exhibit "B", attached hereto and incorporated herein by reference, 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 to and egress from the Structure by LESSEE's employees, contractors, agents and 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 in subsequent years ("Anniversary Date").
3. **Rent.**
 - a. LESSEE shall pay to DISTRICT an annual rent of \$7,200.00 (Seven Thousand Two Hundred Dollars) or twenty five percent (25%) of all annual gross revenue generated by the Structure during the previous Lease year, whichever is greater, 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 of the Commencement Date. As used herein, "gross revenue" includes all revenues before reduction for expenses of any kind made in cash or otherwise received by LESSEE.

- b. Within sixty (60) days of each Anniversary Date and within sixty (60) days of the expiration of this Lease or earlier termination thereof, LESSEE shall make available promptly upon request from DISTRICT all additional information reasonably necessary to verify the accuracy of LESSEE's accounting for such gross revenue.
 - c. LESSEE shall pay a late charge of 18% interest on any monies payable to DISTRICT by LESSEE, including Rent, should such monies not be received by DISTRICT on or before the 15th day after such monies were due. DISTRICT shall have the right, to be exercised at DISTRICT's 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 thirty (30) days after such monies were due.
 - d. Upon request by DISTRICT, but not more than once per year, LESSEE shall allow DISTRICT, upon reasonable notice, the opportunity to audit LESSEE's records, books and accounts with respect to the Lease revenue.
4. **Use and Maintenance.**
- a. The Leased Premises are leased hereby 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. The Structure shall consist of outdoor signage with dimensions of 10.5-feet high and 36-feet long, two poles, an overall height of 15-ft., (Lamar billboard displays as Panels 6023 (north-facing) and 6024 (south-facing)). 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 other purpose. LESSEE must obtain DISTRICT's prior written consent before making any changes to the use of the Structure. The 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 installing, or making any modifications to, the Structure, LESSEE shall submit to the DISTRICT its plans and specifications and obtain the prior written approval of DISTRICT's General Manager-Chief Engineer of said plans and specifications. 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 Perris and the State of California, for the construction, 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 the Structure installation or any modification thereto, 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 to limited to, electrical circuitry.
 - e. Such structure, equipment and connections shall remain the property of LESSEE; provided, however, that LESSEE removes, at its expense, such improvements at or prior to the expiration of this Lease and restores the Leased Premises by removing the sign footings 1 to 2 feet below existing ground surface. In the event LESSEE does not remove such improvements and restore the Leased Premises within thirty (30) days of 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 upon written demand by DISTRICT, LESSEE shall immediately pay all costs and expenses of said removal and restoration.
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-competete.** 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 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 or replacement of LESSEE's improvements affected thereby or any costs in connection therewith; provided, however, and subject to the provisions contained herein, that a proportionate portion of the rent hereunder shall be abated, and the period during which LESSEE's improvements are affected 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.
 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 that LESSEE makes a general assignment of 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.
 - d. In the event LESSEE fails or refuses to perform, keep or observe any of LESSEE's duties or obligation hereunder.
 - e. In the event DISTRICT deems it necessary to permanently remove all of LESSEE's improvements from the Leased Premises in order to maintain, operate, construct or reconstruct DISTRICT's facilities.
 - f. In the event DISTRICT decides to improve any portion of the Property and determines that, in DISTRICT's sole judgment, improvement shall require removal of said Structure or said Structure shall be incompatible with the improvement of the Property.
 - g. In the event LESSEE has not obtained the Permits for the Structure within one hundred eighty (180) days after the Commencement Date.
 - h. In the event of termination by DISTRICT as set forth in this Section 8, LESSEE shall be entitled to recover from DISTRICT any prepaid Rent.
9. **Termination by Lessee.** 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 by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.
10. **Continuation of Lease after Abandonment.** Even though LESSEE has abandoned the Leased Premises, this Lease shall continue in effect for so long as DISTRICT does not terminate LESSEE's right to possession, and DISTRICT 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 Section 8, acts of maintenance or preservation or efforts by DISTRICT to relet the Leased Premises, or the appointment of a receiver or initiative of DISTRICT to protect its interest under this Lease, do not constitute a termination of LESSEE's right to possession.
11. **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. 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.

12. **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 Dollars (\$1,000,000) per person, per occurrence. Policy shall provide Waiver of Subrogation in favor of 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 One Million Dollars (\$1,000,000) 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 LESSEE shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than One Million Dollars (\$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:**
 - i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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 (1) policy term.
 - ii. The LESSEE's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed Five Hundred Thousand Dollars (\$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)

iii. 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. If any claim made by DISTRICT is rejected by LESSEE's insurance company, DISTRICT shall have the right to view a complete, certified copy of the applicable policy in the presence of a LESSEE representative at a mutually agreeable location, subject to DISTRICT executing a non-disclosure agreement.

iv. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT received, prior to such effective date, another properly 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(s) of Insurance.

v. 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.

vi. 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.

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

viii. 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.

13. **Hold Harmless.** LESSEE represents that it has inspected the Leased 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 any other element of damage of any kind or nature, relating to or in anywise connected with or arising from this Lease 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 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.

14. **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.

15. **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.
16. **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 DISTRICT.
17. **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.
18. **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.
19. **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

LESSEE:
Lamar Central Outdoor, LLC
449 East Parkcenter Circle

1995 Market Street
Riverside, CA 92501
ATTN: Real Estate Services

San Bernardino, CA 92408
ATTN: Real Estate Manager

20. **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.
21. **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.
22. **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.
23. **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.
24. **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 this Lease may create a possessory interest subject to property taxation and that LESSEE may be subject to the payment of property taxes levied on such interest.
25. **Government Laws, Rules and Regulations.** LESSEE shall at LESSEE's sole cost and expense cause such billboard/signage to 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.
26. **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.
27. **DISTRICT's Representative.** DISTRICT hereby appoints the General Manager-Chief Engineer as its authorized representative to administer this Lease.
28. **Acknowledgement of Lease by Count.** 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.

29. **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.
30. **Broker Commission.** Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "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.
31. **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.
32. **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.
33. **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: [Signature]
JASON E. UHLEY
General Manager-Chief Engineer

ATTEST:

KECIA R. HARPER
Clerk of the Board

By: [Signature], Deputy

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: [Signature]
THOMAS OH
Deputy County Counsel

LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company

By: [Signature]
TODD PORTER
Its: Vice-President and General Manager

Project: Perris 3rd Street Retention Basin and Outlet
Project No. 4-0-00270
RCFC Parcel No. 4270-2
APN 310-170-005
RB:rlp
07/31/19

RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

APN 310-170-005

A 20.00 foot wide strip of land in the City of Perris, County of Riverside, State of California, over a portion of Parcel 4270-2 as shown on Record of Survey filed in Book 62, Pages 61 through 62, inclusive, of record of surveys, records of said county, the centerline of which being further described as follows:

Commencing at the most southerly corner of said parcel;

Thence North $00^{\circ} 13' 20''$ East 94.52 feet along the easterly line of said parcel to the northeasterly line of said parcel;

Thence North $51^{\circ} 18' 11''$ West 409.64 feet along said northeasterly line to the **Point of Beginning**;

Thence South $38^{\circ} 41' 49''$ West 40.00 feet to the **Point of Terminus**.

The sidelines of said strip shall be lengthened or shortened so as to terminate in said northeasterly line.

Containing 800 square feet.

The distances shown herein are in grid. Ground distances may be obtained by dividing the grid distance by a combination factor of 0.99992134.

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



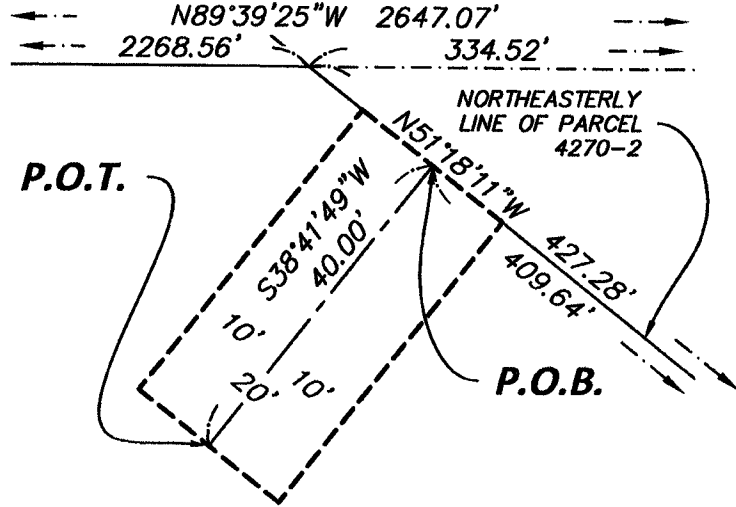
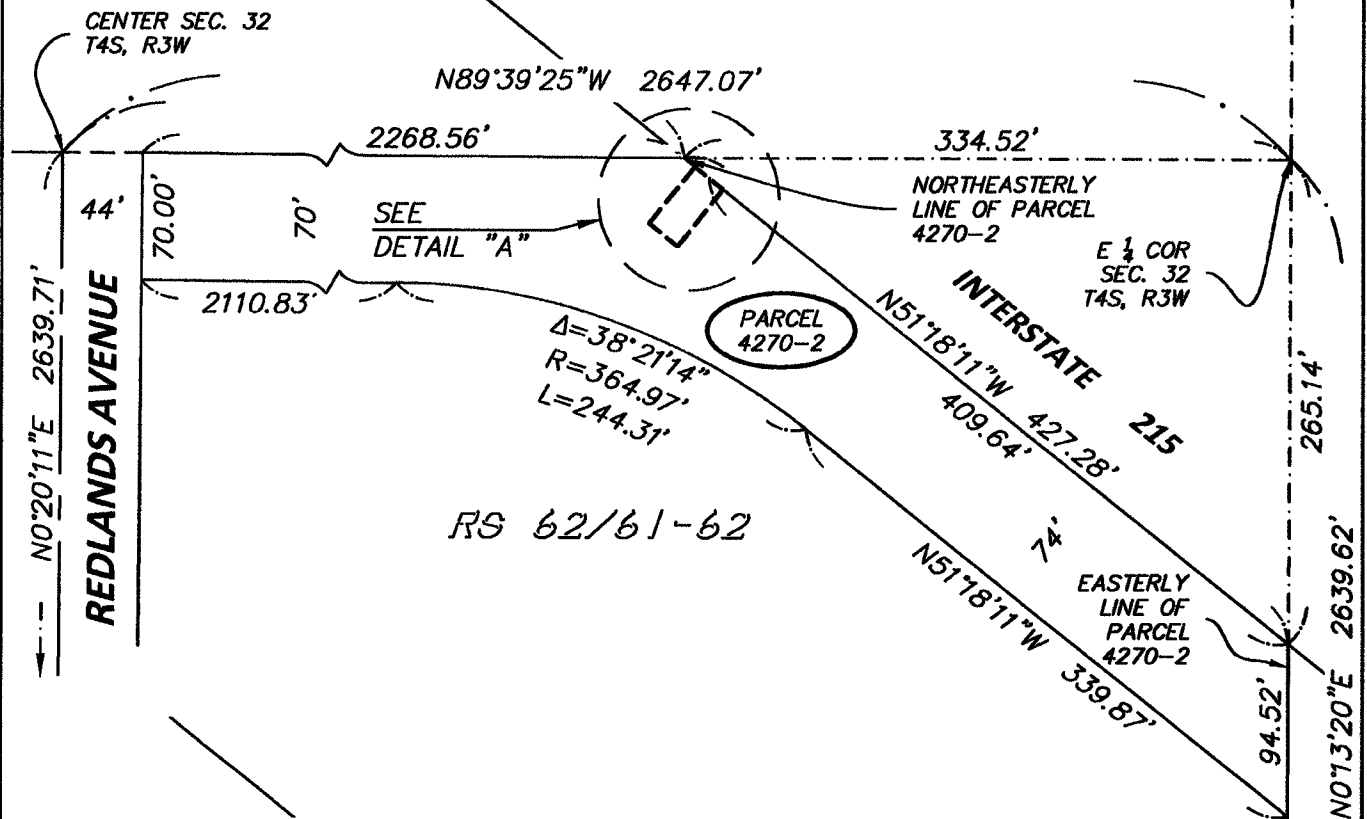


JAMES R. McNEILL

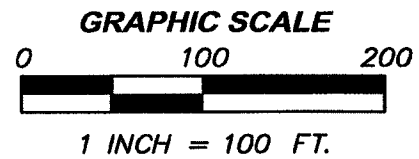
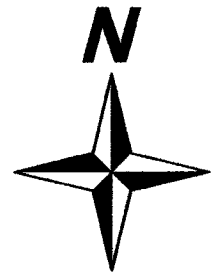
Land Surveyor No. 7752

Date: 5-15-19

EXHIBIT "B"



P.O.C.
MOST SOUTHERLY CORNER PARCEL 4270-2



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

PROJECT NAME:	PERRIS - 3RD STREET RETENTION BASIN AND OUTLET	SCALE	1"=100'	DRAWN BY	DAC
RCFC-WCD PARCEL NUMBER(S):	N/A	DATE	05/15/19	CHECK BY	SL
RCFC-WCD PROJECT NUMBER:	4-0-00270	SHEET NO.	1 OF 1		