

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.39
(ID # 26188)

MEETING DATE:
Tuesday, November 05, 2024

FROM : TLMA - AVIATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/AVIATION:
Ratification and Approval of Billboard License Agreement between the County of Riverside and Lamar Central Outdoor, LLC, a Delaware limited liability company – Chiriaco Summit Airport, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3), District 4. [\$1,100 Total Cost - TLMA Aviation Fund 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Find** that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption;
2. **Ratify and Approve** the attached Billboard License Agreement and authorize the Assistant County Executive Officer/TLMA Director to execute the same on behalf of the County; and
3. **Direct** the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) days of approval by the Board.

ACTION:Policy

Charissa Leachy, TLMA Director

10/28/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: November 5, 2024
xc: Aviation, TMLA, Recorder/State Clearinghouse

Kimberly A. Rector
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,100	\$ 0	\$ 1,100	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: TLMA Aviation Fund 100%			Budget Adjustment:	No
			For Fiscal Year:	2024/2025

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside, Aviation Division (“Aviation Division”) as landlord, and Lamar Central Outdoor, LLC, a Delaware limited liability company, as Licensee, have negotiated the attached Billboard License Agreement, Chiriaco Summit Airport, which commenced on September 1, 2024, (“License”). The License relates to the use of approximately 3,200 square feet of unimproved land at the Chiriaco Summit Airport (“License Area”). Licensee utilizes it to operate two (2) sign locations measuring 40’ x 40’ each, identified as Billboard Site Nos. 1037 and 1039. The License will be for a term of ten (10) years and will expire on August 31, 2034. The rent will be \$9,340.93 per annum, plus all applicable taxes. Moreover, the Licensee shall pay a yearly royalty fee of 25% of the total revenue received during the prior year.

Pursuant to Title 49 of the United States Code, Section 47101(a), it is the general policy of the United States “that airports should be as self-sustainable as possible under the circumstances existing at each particular airport” One way that airports can achieve self-sustainability is through nonaeronautical licenses on airport land. The Aviation Division is seeking the Board’s ratification and approval of the attached License to promote self-sustainability at the Chiriaco Summit Airport.

Pursuant to the California Environmental Quality Act (CEQA), the License was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301 class 1-Existing Facilities exemption and Section 15061(b)(3) “Common Sense” exemption.

The License has been reviewed and approved by County Counsel.

Impact on Residents and Businesses

Lamar Central Outdoor, LLC, will conduct business on the licensed premises, which will promote non-aeronautical related services to the public and generate revenue for the Chiriaco Summit Airport.

SUPPLEMENTAL:

Additional Fiscal Information

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

No net County cost will be incurred, and no budget adjustment is necessary, however, the Transportation and Land Management Agency, Aviation Division has incurred costs associated with this transaction. County Counsel and CEQA filing fees to date in the approximate amount of \$1,100 will be reimbursed from the TLMA Aviation Revenue Fund.

County Counsel Review	\$ 1,050.00
CEQA NOE	\$ 50.00
Total	\$ 1,100.00

ATTACHMENTS:

- Billboard License Agreement
- Aerial Image
- Notice of Exemption


Jason Farin, Principal Management Analyst 10/29/2024


Aaron Gettis, Chief of Deputy County Counsel 10/24/2024



County of Riverside
TLMA Aviation
4080 Lemon Street, 14th Floor, Riverside, CA 92501

FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202401184		
11/06/2024 08:35 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy

NOTICE OF EXEMPTION

October 1, 2024

Project Name: Approval of the Billboard License Agreement between County of Riverside and Lamar Central Outdoor, LLC, Chiriaco Summit Airport.

Project Location: 62450 Chiriaco Rd., Indio, CA 92201 – Chiriaco Summit Airport.

Description of Project: The County of Riverside, Aviation Division (“Aviation Division”) as landlord, and Lamar Central Outdoor, LLC, as Licensee, have negotiated a Billboard License Agreement, Chiriaco Summit Airport, which is set to commence on September 1, 2024, (“License”). The License relates to the use of approximately 3,200 square feet of unimproved land at the Chiriaco Summit Airport (“License Area”), and is utilized by Licensee for the purpose of operating two (2) sign locations measuring 40’ x 40’ each, identified as Billboard Site Nos. 1037 and 1039. The License will be for a term of ten (10) years and will expire on August 30, 2034. Licensee will not change the existing use of the Licensed Area.

The Billboard License Agreement has been identified as a proposed project under the California Environmental Quality Act (CEQA) because a discretionary action by the Riverside County Board of Supervisors is required for approval. The approval of the Billboard License Agreement will not change the existing use of the License Area, which will not result in any significant environmental impacts or include any mitigation measures.

Name of Person or Agency Carrying Out Project: Riverside County Transportation and Land Management Agency (TLMA) Aviation Division

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project

will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern, nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project is limited to assignment of an existing aircraft storage hangar and does not include a new development or improvements to the Leased Premises. Furthermore, this project would not result in any physical direct or reasonably foreseeable indirect impacts to the environment.

- **Section 15301-Class 1 Existing Facilities Exemption:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the approval of a License. and will result in the same purpose and substantially similar capacity on the existing facilities at the airport and would be consistent with the existing land use and contractual requirements for the use of the site. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. Approval of the License is an administrative function, and would result in the continued operation of existing billboards at the airport. No significant direct or indirect environmental impacts would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Signature: Kimberly Loomis

Date: 10.1.24

Kimberly Loomis
Development Specialist II
County of Riverside TLMA-Aviation Division

RIVERSIDE COUNTY CLERK & RECORDER

Approval of the Billboard License Agreement between County of Riverside and Lamar Central Outdoor, LLC, Chiriaco Summit Airport

Summary

SCH Number

2024110162

Public Agency

Riverside County

Document Title

Approval of the Billboard License Agreement between County of Riverside and Lamar Central Outdoor, LLC, Chiriaco Summit Airport

Document Type

NOE - Notice of Exemption

Received

11/6/2024

Posted

11/6/2024

Document Description

The County of Riverside, Aviation Division ("Aviation Division") as landlord, and Lamar Central Outdoor, LLC, as Licensee, have negotiated a Billboard License Agreement, Chiriaco Summit Airport, which is set to commence on September 1, 2024, ("License"). The License relates to the use of approximately 3,200 square feet of unimproved land at the Chiriaco Summit Airport ("License Area"), and is utilized by Licensee for the purpose of operating two (2) sign locations measuring 40' x 40' each, identified as Billboard Site Nos. 1037 and 1039. The License will be for a term of ten (10) years and will expire on August 30, 2034. Licensee will not change the existing use of the Licensed Area.

The Billboard License Agreement has been identified as a proposed project under the California Environmental Quality Act (CEQA) because a discretionary action by the Riverside County Board of Supervisors is required for approval. The approval of the Billboard License Agreement will not change the existing use of the License Area, which will not result in any significant environmental impacts or include any mitigation measures.

Contact Information

Name

Kimberly Loomis

Agency Name

BILLBOARD LICENSE AGREEMENT

(Chiriaco Summit Airport)

This Billboard License Agreement (Chiriaco Summit Airport) ("License") is entered into this 3rd day of October, 2024 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California by and through its Airport Division ("County"), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company, registered and authorized to do business in the State of California ("Licensee").

RECITALS

A. The County is the owner of certain real property located at the Chiriaco Summit Airport ("Property") also known as Assessor's Parcel Number's 709-210-025 and 709-230-008, consisting of a 3,200 square feet aggregate area of unimproved land as shown in Exhibit A, which is attached hereto and incorporated herein by this reference ("License Area"). County has the right to grant to Licensee permission to enter upon and use the License Area. The Property is a public airport operating under the auspices of the Federal Aviation Administration ("FAA").

B. The County and Licensee entered into that certain Billboard License (Chiriaco Summit Airport) with a term that commenced on September 1, 2019, and terminates on September 1, 2024 for the purpose of operating, maintaining and repairing static billboard advertising equipment on approximately 3,200 square feet of unimproved land on the Property ("License Agreement"). Pursuant to the License Agreement, Licensee operates two (2) sign locations measuring 40' x 40' each, identified as Billboard Site Nos. 1037 and 1039. Additionally, per the License Agreement, Licensee dismantled and removed Billboard Site No. 1038.

C. Licensee desires to renew the License Agreement for the purpose of continuing to operate, maintain and repair two (2) static billboard advertising equipment – Billboard Site Nos. 1037 & 1039 on the License Area as more particularly depicted on Exhibit B, attached hereto and incorporated herein by this reference ("Existing Billboards").

D. County desires to accommodate Licensee's request to renew the License Agreement to allow Licensee to continue to operate, maintain and repair the Existing Billboards on the License Area.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration given, County and Licensee hereby agree follows:

AGREEMENT

1. Recitals.

The parties hereto acknowledge and agree that the recitals set forth above are true and correct and incorporated herein by this reference.

2. License; Right of Entry. The County grants to the Licensee the non-exclusive right to use the License Area only for use as stated and subject to the provisions and conditions of this License, subject to the rights and regulations of the FAA.

2.1 Billboard Area. During the term of this License, Licensee will have access to and operate, maintain and repair static billboard advertising equipment for two (2) static Billboards and all supporting equipment enclosures used solely in connection with the Billboard, within the License Area, all in accordance with the County of Riverside Ordinance No. 348, the depiction attached hereto as Exhibit B, and as provided for herein.

2.2 Rights, Use Requirements and Restrictions.

a. Licensee's rights under this License are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to the License Area.

b. Without limiting any of the use requirements and restrictions set forth herein, the Billboards do not and shall not exceed a height of thirty-five (35) feet above ground level and any lighting in connection therewith shall not hamper, or otherwise interfere with, any aircraft operation at the Chiriaco Summit Airport.

c. Licensee shall not erect or permit to be erected, any building or other structure on the License Area, which in the reasonable opinion of County, would limit usefulness of the Chiriaco Summit Airport or constitute a hazard to aircraft.

d. Licensee's rights under this License are subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or the Licensee's use of the License Area.

e. Licensee may use the License Area only for constructing, installing, operating, maintaining, and repairing the Billboard and no other use.

f. Except for the Billboard, Licensee must not install any signs in the License Area other than required safety warning signs or any other signs as are requested or approved by the County, and Licensee bears all costs pertaining to the erection, installation, maintenance, and removal of all signs.

g. Licensee must at all times use its commercially reasonable best efforts to minimize any impact that its use of the License Area will have on other uses of the License Area.

h. Licensee may not remove, damage, or alter in any way any improvements or property of the County upon the License Area, whether currently existing or installed in the future, without the County's prior written approval.

i. Licensee must repair any damage or alteration to the License Area to the same condition that existed before the damage or alteration.

j. Licensee has non-exclusive right for ingress and egress, seven days a week, 24 hours a day, for the construction, installation and maintenance of the Billboard, which right will be exercised so as to not unreasonably interfere with County operations.

2.3 "AS-IS" Acceptance. Licensee warrants that it has studied and inspected the License Area, obtained any information and professional advice as the Licensee has determined to be necessary related to this License, and therefore accepts the same "AS IS" without any express or implied warranties of any kind, including any warranties or representations by the County as to its condition or fitness for any use.

2.4 Limitation on Grant. It is expressly understood that this License is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in the Property including, but not limited to the License Area, or any portion thereof, to Licensee. This License shall not, nor shall any real property interest in the License Area be assigned, mortgaged, hypothecated, or transferred by Licensee, whether voluntary or involuntary or by operation of law, nor shall Licensee let or sublet or grant any license of permit with respect to the use and occupancy of the License Area or any portion thereof. Licensee further acknowledges and agrees that County's grant of the right of entry to use the License Area pursuant to this License creates no possessory interest in the License Area and therefore Licensee shall abandon the use of the License Area without the necessity of a judicial proceeding by the County no later than the expiration of this License, or, in the event of an earlier termination of this License, Licensee shall abandon the use of the License Area immediately upon such earlier termination. Licensee further acknowledges and agrees that any failure to abandon the use of the License Area upon expiration or termination of this License shall constitute a trespass.

2.5 Rights Reserved.

a. Licensee acknowledges that its use of the License Area is subject and subordinate to the County's use of the License Area and the rights of the FAA.

b. During a time of war or national emergency, County shall have the right to lease the Property, including, but not limited to the License Area, or any part thereof, to the United States Government for military use and, if such lease is executed, the provisions of this License insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended. In that event, a just and proportionate part of the rent hereunder shall be abated, and the period of such closure shall be added to the term of this License, or any extensions thereof,

so as to extend and postpone the expiration thereof unless Lessee otherwise elects to terminate this License.

c. If the County installs any fire, emergency or communication equipment in or near the License Area, the Licensee will take reasonable corrective measures to avoid interference problems between the Billboard and the County's equipment.

d. County may, at all times, enter upon the License Area for any lawful purpose, provided the action does not unreasonably interfere with the Licensee's use or occupancy of the License Area.

e. Without limiting the generality of the foregoing, the County and any furnisher of utilities and other services may, at their own cost:

1. Enter upon the License Area at any time to make repairs, replacements or alterations that, in the opinion of the County or the furnisher of utilities and other services, may be necessary or advisable and from time to time to construct or install over, in, or under the License Area systems or parts; and

2. In connection with any maintenance, use the License Area for access to other parts in and around the License Area; provided that in the exercise of these rights of access, repairs, alterations or new construction, the County does not unreasonably interfere with the use and occupancy of the License Area by the Licensee.

f. Notwithstanding any provisions herein, this License shall be subordinate to the provisions of any existing or future agreement between County and the United States, relative to the operation or maintenance of the Chiriaco Summit Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to County of Federal funds for the development of said airport.

g. The exercise of any of the foregoing rights by the County or others does not constitute an eviction of the Licensee, nor be made the grounds for any abatement of rent, or any claim for damages

3. Term.

3.1 License Period. The term of this License shall be for a period of ten (10) years commencing on September 1, 2024 ("Commencement Date") and expiring on August 31, 2034. The parties agree that the anniversary date for this License shall be deemed to be the same month and day as the Commencement Date in subsequent years ("Anniversary Date").

3.2 Surrender of Possession.

a. Upon the expiration or termination of this License, the Licensee's right to occupy the License Area and to exercise the privileges and rights granted by this License cease, and it must surrender and leave the License Area in good condition; normal wear and tear excepted.

b. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the License Area remains the property of the Licensee, and the Licensee may, at any time during the term of this License, and for an additional period of thirty (30) days after its expiration, remove the same from the License Area so long as Licensee is not in default of any of its obligations and if Licensee repairs, at its sole cost, any damage caused by the removal.

c. Any property not removed by the Licensee within the 30-day period becomes a part of the License Area, and ownership vests in the County. Alternatively, the County may, at the Licensee's expense, have the property removed.

3.3 Hold-Over. In the event Licensee continues to occupy the License Area after the expiration or termination of this License, such hold-over does not constitute a renewal or extension of this License, and the Licensee must pay the County an amount which is equivalent to $2 \times 1/12$ th of the Basic Rent (as defined below) (for purposes of illustration only $2 \times 1/12$ of \$8,057.56=\$1,342.93), with each month fully accruing after the first day of the month regardless of the actual number of days Licensee holds over during the month, plus any Royalty Payments (as defined below) accrued during the hold-over.

4. Rent, Royalty Payments.

4.1 For its right to use the License Area, the Licensee must pay, without notice and free from all claims, deductions and setoffs against the County, rent and royalties as follows:

a. Annual Rent.

1. The annual rent for the Licensed Area ("Basic Rent") is as follows:

(i) \$9,340.93 per annum, plus all applicable taxes.

(a) Licensee will prepay the entire Basic Rent, plus applicable taxes, to County on or before the date this License is signed by the County.

2. Licensee shall pay the Basic Rent upon execution of this License by County and then upon each Anniversary Date thereafter and continue to pay the Basic Rent no later than the Anniversary Date until the expiration or earlier termination of this License as set forth herein.

3. If the Basic Rent is not received by the Anniversary Date, Licensee will pay an additional 5% of the Basic Rent amount due and unpaid.

b. Royalty Payments. In addition to the Basic Rent, during the term of this License, Licensee must pay to County each year on or before the 30th day after each anniversary of the Commencement Date a royalty (“Royalty Payment”) equal to:

1. 25% of Total Revenue (as defined below) received during the previous 12 months for the use or operation of the Billboard.

2. “Total Revenue,” as that term is used in this section, means the annual gross income derived from use of the License Area minus the Basic Rent.

3. Licensee will pay an additional 5% of each Royalty Payment amount due and unpaid.

c. Audited Financial Statements Required. Licensee must submit annual GAAP-based, audited financial statements, which are certified by a licensed Certified Public Accountant (CPA), to verify each year’s Total Revenue on which the Royalty Payments are calculated. The Audited Financial Statements must be submitted to the County with each year’s Royalty Payment, on or before the 30th day after each anniversary of the Commencement Date.

d. Referrals. Upon referral by County to Licensee of any other customer for Billboard advertising, County will receive on a quarterly basis 15% of the gross fee charged to the customer for Billboard advertising. Referral fees, if any, will be paid on January 1.

4.2 Annual Rate Adjustment. Beginning on July 1, 2026, and upon each July 1st thereafter, the Basic Rent shall increase by three percent (3%) of the previous year’s Basic Rent payment.

4.3 Inspection and Audit. Upon request, County may inspect Licensee’s business and financial records. Additionally, upon fifteen (15) days’ notice, County may audit Licensee’s financial records for the purpose of assuring compliance with this License.

5. Licensee’s Operations.

5.1 Generally.

a. Licensee must at all times have on-call and at the County’s access an active, qualified, and experienced representative to supervise the Billboard, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Billboard. Licensee will provide the

County/Aviation Division Airports Manager with the names, addresses, and 24-hour telephone numbers of all such persons in writing.

b. Licensee must operate and maintain the License Area in an orderly and clean manner and all facilities and equipment in a well-maintained state at all times.

c. The Licensee is responsible for obtaining and paying for all utilities necessary to operate the Billboard.

5.2 Approvals

1. Any billboards placed upon the License Area, in addition to the Billboards located on the License Area prior to the Commencement Date shall be consistent in size, placement and design with the County of Riverside, Ordinance No. 348, an Ordinance of the County of Riverside Providing for Land Use Planning and Zoning Regulations and Related Functions, and is required to be submitted to and receive approval from the County Transportation and Land Management Agency/Planning Department. No construction activities related to Billboard placement in the License Area may commence before all Planning Department approval processes have been completed.

2. Licensee's ability to use the License Area on an on-going basis is contingent upon its obtaining, after the execution date of this License, all of the required certificates, permits, and other approvals that may be required by any federal, state or local authorities (collectively "Governmental Approvals"), as well as satisfactory soil boring tests that sufficiently support the Licensee's intended use of the License Area. Licensee shall pay for all boring tests.

3. Prior to any construction upon the License Area, Licensee must obtain all necessary construction permits and complete all requirements of the permits prior to any use of the License Area.

4. After construction activity is complete, Licensee will restore the County's property to the satisfaction of the County Supervising Construction Inspector, and if Licensee fails to restore the License Area as required, the County may take all actions necessary to restore the License Area, and the Licensee will pay all of County's reasonable costs of such restoration upon demand.

5. The following procedure governs Licensee's submission to the County of all plans for the License Area and the Licensee's improvements, including any proposed changes by the Licensee of previously approved plans:

(i) The Licensee will coordinate with the County as necessary on significant design issues prior to preparing plans being submitted.

(ii) Upon execution of this License, County and Licensee will each designate a project manager to coordinate the parties' participation in

designing and constructing the Licensee's improvements. Each project manager will devote such time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this License. The County's project manager will not be exclusively assigned to this License or the Licensee's improvements.

(iii) Licensee acknowledges that as of the date of this License, the County has not approved or promised to approve any plans for the Licensee's improvements and no plans are considered approved until stamped "APPROVED" and dated by the County's Supervising Construction Inspector.

(iv) No final plans are considered approved until the Licensee delivers to the County a formal certification by an engineer licensed in California acceptable to the County to the effect that all of Licensee's improvements are properly designed to be safe and functional as designed and as required by this License. The certification must be accompanied by and refer to any backup information and analysis as the County may reasonably require.

(v) Licensee acknowledges that the County's Supervising Construction Inspector authority with respect to the License Area is limited to the administration of the requirements of this License. Licensee is responsible to secure all zoning approvals, design revisions or other Governmental Approvals and to satisfy all governmental requirements pertaining to the project and will not rely on the County or the County's Supervising Construction Inspector for any of the same.

(vi) County's issuance of building permits does not constitute approval of any plans for purposes of this License. County's Supervising Construction Inspector will be reasonably available to coordinate and assist Licensee in working through issues that may arise in connection with plan approvals and requirements.

(vii) Licensee when submitting plans will allow adequate time for all communications and plan revisions necessary to obtain approvals and schedule its performances and revise its plans as necessary to timely obtain all approvals.

(viii) The parties will use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues rests with the County.

(ix) Licensee is subject to all design review and sign permit fees as determined by the County's Supervising Construction Inspector.

c. Design, Labor and Materials.

1. Licensee's improvements must be designed and materials and labor purchased at the Licensee's sole expense.

2. All of Licensee's improvements will be designed so as to present uniformity of design, function, appearance and quality throughout and consistent with other improvements located in or near the License Area.

3. Except as otherwise specifically provided for herein, in no event is the County obligated to compensate the Licensee in any manner for any of the Licensee's improvements or other work provided by the Licensee during or related to this License.

4. Licensee must timely pay for all labor, materials and work, and all professional and other services related to its operations within the License Area, and, without limiting the insurance, indemnification and hold harmless obligations set forth herein, will defend, indemnify and hold harmless the County against all related claims caused by Licensee.

5. All work performed on the License Area by the Licensee must be performed in a workmanlike manner, as reasonably determined by the County, and will be diligently pursued to completion and in conformance with all County building codes and similar rules.

6. All of Licensee's improvements must be high-quality, safe, modern in design and attractive in appearance, all as approved by the County in accordance with its standard policies, procedures and County Ordinance No. 348.

d. Records. Licensee must keep as-built records of the Licensee's improvements and furnish copies of records to the County, at no cost to the County, upon completion of the improvements and any changes to the same.

e. Construction Bonds. Prior to the commencement of any construction in the License Area, Licensee must provide the County with payment and performance bonds in amounts equal to the full amount of the written construction contract for the construction to be performed on, in, and related to the License Area.

1. The payment bond will be solely for the protection of claimants supplying labor or materials for the required construction work, and the performance bond is solely for the protection of the County, conditioned upon the faithful performance of the required construction work.

2. Each bond must be executed by a surety company duly authorized to do business in California.

5.3 Reserved.

5.4 Maintenance of License Area.

a. Licensee, at its own expense, is responsible for improvements to and maintenance of the License Area during the term of this License.

b. Licensee, at its own expense, will use commercially reasonable efforts to minimize the collateral visual and aesthetic impacts of the Billboard, which will include, but not be limited to, replacing existing equipment with smaller equipment, decreasing the area used to house supporting equipment, or decreasing the size of any wireless communications equipment.

5.5 Reserved.

5.6 Co-Location.

a. Licensee will use reasonable efforts to cooperate with the County and any third parties with regard to the possible co-location of additional facilities or equipment in the License Area.

1. If a co-location is feasible, County may, in its sole discretion, negotiate a co-location license agreement with any third party on terms the County considers appropriate, consistent with the rights and obligations of the parties under this License.

2. Licensee's approval for co-location is not required, provided that the County grants the co-locator no rights and is expressly prohibited from attaching to or coming into physical contact with equipment, facilities or structures Licensee has installed in the License Area or visually impairs the operation of the Billboard.

3. Any rent or fees paid by an additional co-locator belong solely to the County.

4. If any third party desires to co-locate equipment or associated fixtures on Licensee's equipment, facilities or structures, the third-party carrier will be directed to Licensee in order to secure a separate agreement and the County will consider, in its discretion, any necessary amendment to this License, subject to applicable state and local laws.

b. Prior to permitting the installation by any third party in or around the License Area of any additional equipment which may interfere with the Licensee's operation of the Billboard, County will give Licensee thirty (30) days' notice so that the Licensee can determine if the third-party's equipment will interfere with the Billboard.

1. If Licensee determines that interference is likely to occur, Licensee may, within thirty (30) days, give the County a detailed written explanation of the anticipated interference, including any supporting documentation as may be reasonably necessary for the County to evaluate the Licensee's position.

2. County and the Licensee will seek to resolve any interference problems before the County permits the third party to operate its proposed equipment.

3. If a third party is permitted to operate in or near the License Area, and the third-party's operations interfere with Licensee's Billboard (as operating and configured prior to the third-party operations beginning), then the County will direct the third party to remedy the interference within seventy-two (72) hours and, if the interference is not resolved within this 72- hour period, then the third party will be required to cease its operations until the interference is resolved.

4. The procedures set forth in this Section 5.6 also apply to (i) any interference caused by Licensee with respect to equipment existing and as configured on the Commencement Date, and (ii) any Licensee equipment existing on the Commencement Date which is later reconfigured so as to interfere with Licensee's Billboard.

5.7 Insurance. Without limiting or diminishing the LICENSEE'S obligation to indemnify or hold the COUNTY harmless, LICENSEE 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 Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(a) Workers' Compensation:

If the LICENSEE has employees as defined by the State of California, the LICENSEE 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 County of Riverside. Policy shall name the COUNTY as Additional Insureds.

(b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LICENSEE'S performance of its obligations hereunder. Policy shall name the COUNTY as

Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement 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 LICENSEE 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 agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY 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: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The Licensee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this License. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Licensee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this License with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Licensee shall cause Licensee's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Licensee insurance carrier(s) policies does not meet the minimum notice requirement found herein, Licensee shall cause Licensee's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this License shall terminate forthwith, unless the County of Riverside 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 coverage's set forth herein and the insurance required herein is in full force and effect. Licensee shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. 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 Licensee's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this License 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; or, the term of this License, including any extensions thereof, exceeds ten (10) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this License, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.

7) Licensee shall pass down the insurance obligations contained herein to all tiers of sublicensee's working under this License.

8) The insurance requirements contained in this License may be met with a program(s) of self-insurance acceptable to the County.

9) Licensee agrees to notify County 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 License.

The insurance must also include advertising and contractual liability coverage for the obligation of indemnity assumed in this License, subject to standard policy provisions and exclusions.

5.8 Notices to the County. The Licensee will provide the County, without request, copies of any petition or application related to any filing by the Licensee of bankruptcy, receivership or trusteeship and any notices received from regulatory agencies pertaining to the operations of the Billboard.

6. Damage or Destruction. The County has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the negligence or fault of the County or its officers, employees or agents.

7. Indemnification and Limitation of Liability.

7.1 LICENSEE shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of LICENSEE, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited

to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of LICENSEE, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. LICENSEE shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by LICENSEE, LICENSEE 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSEE'S indemnification to Indemnitees as set forth herein.

LICENSEE'S obligation hereunder shall be satisfied when LICENSEE has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe LICENSEE'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the LICENSEE from indemnifying the Indemnitees to the fullest extent allowed by law.

7.2. Licensee acknowledges and agree that County shall not be liable to Licensee for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data (except as provided herein), or interruption or loss of use of service (except as provided herein), even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

Additionally, Licensee acknowledges and agree that The County assumes no liability for any damages to person or property arising out of this License. Licensee understands and expressly agrees that the County is not responsible for loss or damage to any Billboard by fire, vandalism, theft, or any other cause, nor for loss, damage or injury by or to other persons within or outside of the Licensed Area or any other individual personal injury of any nature. Licensee expressly acknowledges that the County shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the License Area or to protect individuals using the License Area, or property in or around the License Area, from criminal activities.

8. Taxes and Licenses.

8.1 Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result

of its occupancy of the License Area under authority of this License, including any such tax assessable on the County.

8.2 If any law or judicial decision results in the imposition of a real property tax on the interest of the County, the tax must also be paid by the Licensee on a proportional basis for the period this License is in effect.

8.3 Licensee must, at its own cost, obtain and maintain in full force and effect during the term of this License all licenses and permits required for all activities authorized by this License.

9. Rules and Regulations. Licensee must at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the License Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. Upon request by County, Licensee shall deliver to the County, any permits, licenses or other evidence of compliance with all laws.

10. Termination.

10.1 With Cause.

a. The County may terminate this License and seek damages by giving Licensee written notice after the happening of any of the following events:

1. The failure of Licensee to perform any of its non-monetary obligations under this License and such failure is not cured fully within thirty (30) days of written notice by County.

2. The taking of possession for a period of sixty (60) days or more of substantially all of the personal property used in the License Area belonging to the Licensee by or pursuant to final lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator; or

3. The filing of any lien against the License Area because of any act or omission of the Licensee that is not discharged or fully bonded within 30 days of date such lien is filed.

b. The County may terminate this License and seek any other remedy allowed by law or equity by giving the Licensee ten (10) days' written notice of the Licensee's failure to timely pay rent or any other charges required to be paid by the Licensee pursuant to this License.

c. The County may terminate this License if the Licensee at any time and for any reason fails to maintain all insurance coverage required by this License, immediately terminate this License or alternatively and at its sole discretion, secure

the required insurance at Licensee's expense, which will be immediately due and payable.

10.2 Without Cause. County may, in its sole discretion and without cause, terminate this License by giving Licensee written notice one hundred and twenty (120) days prior to the termination date, stating the extent and effective date of termination and in the event of such termination the following shall apply:

a. Any prepaid Annual Rent will be reimbursed to Licensee on a prorated basis.

10.3 In addition to the requirements set forth herein in the event of termination of this License, upon termination, Licensee shall immediately pay to the County any due and unpaid Annual Rental Payments and Royalty Payments and remove any and all personal property and other fixtures and equipment as required herein.

10.4 Upon the termination of this License for any reason, (i) all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns, and all others similarly situated as to the License Area, and (ii) all obligations of the Licensee shall also terminate, except those which shall survive pursuant to their terms.

11. Default.

11.1 Failure or delay by Licensee to perform any term or provision of this License constitutes a default under this License. Licensee must commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

11.2 Except as otherwise provided herein, County shall give written notice of default to Licensee ("Notice of Default") pursuant, specifying the default complained of by County. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this License, any failures or delays by County in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by County in asserting any of its rights and remedies shall not deprive County of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies. Licensee hereby waives and releases any statute of limitations defense in connection with any action or proceeding to protect, assert or enforce any right or remedy contained herein.

11.3 Except as otherwise provided herein, if a monetary or non-monetary event of default occurs, prior to exercising any remedies hereunder, County shall give Licensee written notice of such default. Licensee shall have a period of five (5) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by County.

After notice and opportunity to cure, County shall have the right to exercise all remedies available in law and equity, including, but not limited to immediate termination of this License. Licensee shall pay all County costs to enforce the terms and provisions of this License.

11.4 Any waiver by County of any breach of any one or more of the terms of this License shall not be construed to be a waiver of any subsequent or other breach of the same or of any term thereof. Failure on the part of the County to require exact, full, and complete compliance with any terms of this License shall not be construed as in any manner changing the terms hereof, or estopping County from enforcement hereof at a later date.

11.5 Acceptance of rent and other fees by the County under the terms of this License for any period after a default by the Licensee of any of its obligations is not considered waiver or estoppel of the County's right to terminate this License for any subsequent failure by the Licensee to comply with its obligations.

12. Licensee's Warranty of Authority. Licensee represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this License and the attendant documents provided for herein, and this agreement and said additional documents are, accordingly, binding on said person or entity.

13. Hazardous Substances.

13.1 The term "Hazardous Substance" used herein shall mean "Hazardous Substance" as used in this License means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, (i) any material, substance or waste which is defined as "extremely hazardous substances", "hazardous substances", "hazardous materials", "hazardous waste" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq., the Hazardous Materials Transportation Uniform Safety Act of 1990, as amended, 49 U.S.C. sections 5101, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. sections 6901, et seq.; and those substances defined as "hazardous waste" in section 25117 of the California Health and Safety Code, as "infectious waste" in section 27054.4 of the California Health and Safety Code, or as "hazardous substances" in section 25316 of the California Health and Safety Code, or "hazardous material" as defined in section 353 of the California Vehicle Code, or "hazardous substance" as defined in Section 33459(c) of the California Health and Safety Code; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) petroleum, asbestos or any polychlorinated biphenyl; and (iii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety. "Hazardous Substances" do not include materials customarily used in the construction, development, operation or maintenance of real estate, provided such substances are used in accordance with all applicable laws and regulations.

a. Borrower hereby represents and warrants that the use of the License Area permitted under this License (i) will comply with all applicable environmental laws; and (ii) does not require the presence of any Hazardous Substance on the License Area.

b. Licensee shall not produce, dispose of, transport, treat, use or store any Hazardous Substance upon or about the License Area.

13.2 Licensee must not use the License Area in a manner inconsistent with any regulations, permits or approvals issued by the County of Riverside, Economic Development Agency, Design and Construction Division.

13.3 Licensee must defend, indemnify and hold the County harmless against any loss or liability incurred by reason of any Hazardous Substance on or affecting the License Area attributable to or caused in any way by the Licensee, and immediately notify the County in writing of any Hazardous Substance at any time discovered or existing upon the License Area.

13.4 Licensee must promptly and without a request by the County provide the County's Airport Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems on the License Area.

14. Notice.

14.1 Except as otherwise provided, all notices required or permitted to be given under this License may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To the County: County of Riverside
4080 Lemon St., 14th Floor
Riverside, California 92501
ATTN: Aviation Division

To the Licensee: Lamar Central Outdoor, LLC
845 Airpark Drive
Bullhead City, AZ 86429
ATTN: General Manager

14.2 Any notice given by certified mail is considered received on the third business day after the date of mailing.

14.3 Either party may designate in writing a different address for notice pursuant to this section.

15. Assignment.

15.1 This License shall not, nor shall any interest herein be assigned, mortgaged, hypothecated, or transferred by Licensee, whether voluntary or involuntary or by operation of law,

nor shall Licensee let or sublet or grant any license of permit with respect to the use and occupancy of the License Area, or any portion thereof, including, but not limited to the Billboard.

15.2 Licensee may not assign or sublicense any of its interest under this License, nor permit any other person to occupy the License Area.

16. County's Proprietary Capacity. Licensee agrees that County, in making and entering into this License, is acting and shall be deemed to be acting solely in County's proprietary capacity for all purposes and in all respects; and nothing contained in this License shall be deemed directly or indirectly to restrict or impair in any manner or respect whatsoever any of County's governmental powers or rights or the exercise thereof by County, whether with respect to the License Area or Licensee's use thereof or otherwise. It is intended that Licensee shall be obligated to fulfill and comply with all such requirements as may be imposed by any governmental agency or authority having or exercising jurisdiction over the Property, including, but not limited to the License Area in its governmental capacity.

17. Severability. In the event any provision in this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

18. Choice of Law and 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 License or interpretation of this License, shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

19. Waiver of Jury Trial. Licensee knowingly, intelligently and voluntarily waives her right to trial by jury.

20. Modification. The License shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

21. Incorporation of Exhibits. All exhibits to this License are hereby incorporated into this License by reference as though fully set forth at length.

22. Entire Agreement. This License, including Exhibits A and B, is the result of negotiations between the Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this License contains the entire agreement of the Parties, and that the terms of this License are contractual and not a mere recital. Any ambiguity in the License or any of its provisions shall not be interpreted against the Party drafting the agreement.

23. Effective Date. The effective date of this License shall be the date this License is executed by the County.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Billboard License Agreement on the date as indicated below.

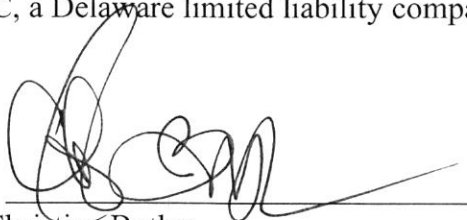
“COUNTY”

“LICENSEE”

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California, by and through its
Aviation Division

LAMAR CENTRAL OUTDOOR,
LLC, a Delaware limited liability company

By: _____
Charissa Leach
Assistant County Executive Officer/TLMA

By: 
Christina Butler
Vice President/General Manager

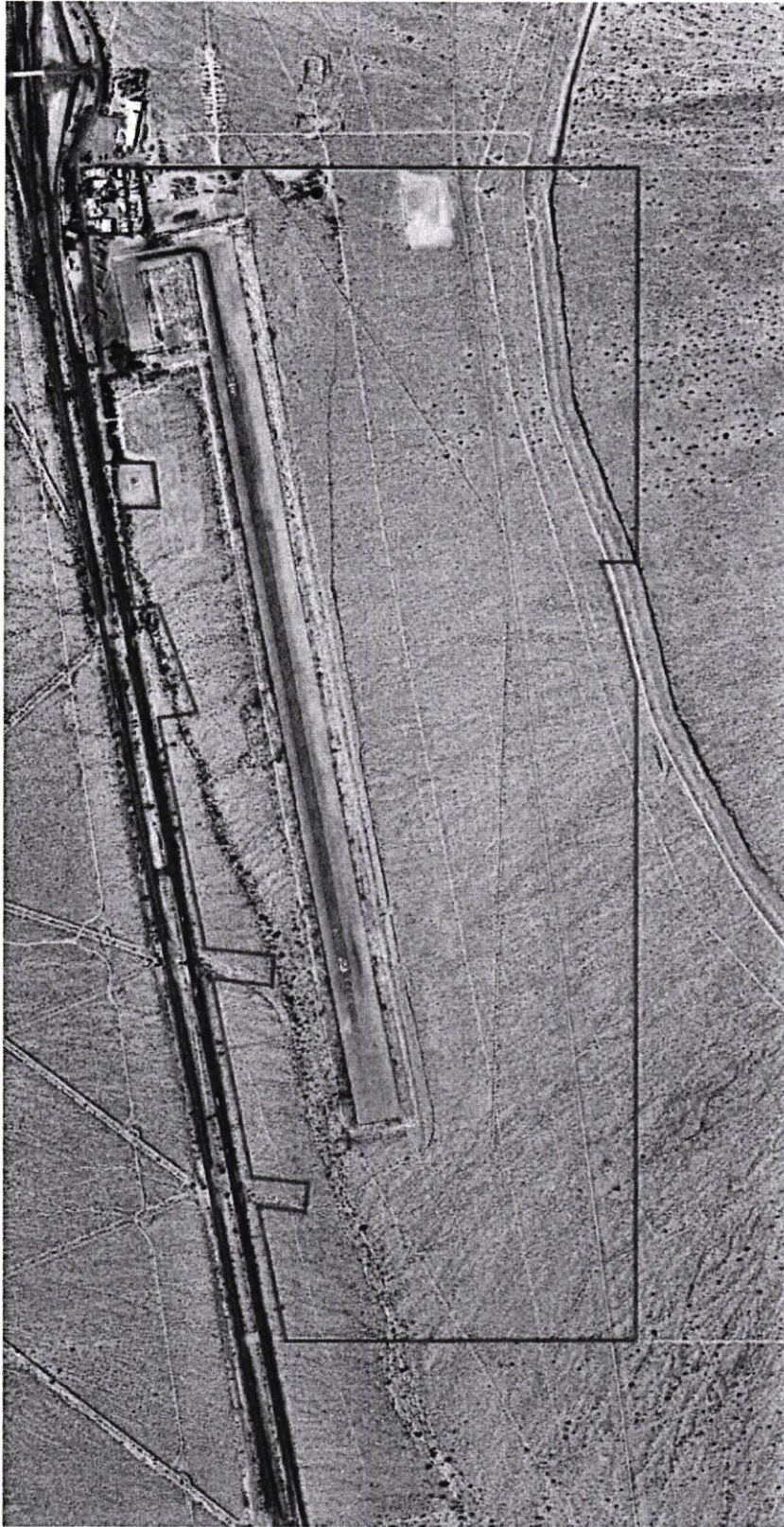
Date: _____

Date: 10/03/24

APPROVED AS TO FORM:
Minh C. Tran,
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

**EXHIBIT A
LICENSE AREA**



**EXHIBIT B
EXISTING BILLBOARDS**



BILLBOARD LICENSE AGREEMENT

(Chiriaco Summit Airport)

This Billboard License Agreement (Chiriaco Summit Airport) ("License") is entered into this 3rd day of October, 2024 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California by and through its Airport Division ("County"), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company, registered and authorized to do business in the State of California ("Licensee").

RECITALS

A. The County is the owner of certain real property located at the Chiriaco Summit Airport ("Property") also known as Assessor's Parcel Number's 709-210-025 and 709-230-008, consisting of a 3,200 square feet aggregate area of unimproved land as shown in Exhibit A, which is attached hereto and incorporated herein by this reference ("License Area"). County has the right to grant to Licensee permission to enter upon and use the License Area. The Property is a public airport operating under the auspices of the Federal Aviation Administration ("FAA").

B. The County and Licensee entered into that certain Billboard License (Chiriaco Summit Airport) with a term that commenced on September 1, 2019, and terminates on September 1, 2024 for the purpose of operating, maintaining and repairing static billboard advertising equipment on approximately 3,200 square feet of unimproved land on the Property ("License Agreement"). Pursuant to the License Agreement, Licensee operates two (2) sign locations measuring 40' x 40' each, identified as Billboard Site Nos. 1037 and 1039. Additionally, per the License Agreement, Licensee dismantled and removed Billboard Site No. 1038.

C. Licensee desires to renew the License Agreement for the purpose of continuing to operate, maintain and repair two (2) static billboard advertising equipment – Billboard Site Nos. 1037 & 1039 on the License Area as more particularly depicted on Exhibit B, attached hereto and incorporated herein by this reference ("Existing Billboards").

D. County desires to accommodate Licensee's request to renew the License Agreement to allow Licensee to continue to operate, maintain and repair the Existing Billboards on the License Area.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration given, County and Licensee hereby agree follows:

AGREEMENT

1. Recitals.

The parties hereto acknowledge and agree that the recitals set forth above are true and correct and incorporated herein by this reference.

2. License; Right of Entry. The County grants to the Licensee the non-exclusive right to use the License Area only for use as stated and subject to the provisions and conditions of this License, subject to the rights and regulations of the FAA.

2.1 Billboard Area. During the term of this License, Licensee will have access to and operate, maintain and repair static billboard advertising equipment for two (2) static Billboards and all supporting equipment enclosures used solely in connection with the Billboard, within the License Area, all in accordance with the County of Riverside Ordinance No. 348, the depiction attached hereto as Exhibit B, and as provided for herein.

2.2 Rights, Use Requirements and Restrictions.

a. Licensee's rights under this License are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to the License Area.

b. Without limiting any of the use requirements and restrictions set forth herein, the Billboards do not and shall not exceed a height of thirty-five (35) feet above ground level and any lighting in connection therewith shall not hamper, or otherwise interfere with, any aircraft operation at the Chiriaco Summit Airport.

c. Licensee shall not erect or permit to be erected, any building or other structure on the License Area, which in the reasonable opinion of County, would limit usefulness of the Chiriaco Summit Airport or constitute a hazard to aircraft.

d. Licensee's rights under this License are subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or the Licensee's use of the License Area.

e. Licensee may use the License Area only for constructing, installing, operating, maintaining, and repairing the Billboard and no other use.

f. Except for the Billboard, Licensee must not install any signs in the License Area other than required safety warning signs or any other signs as are requested or approved by the County, and Licensee bears all costs pertaining to the erection, installation, maintenance, and removal of all signs.

g. Licensee must at all times use its commercially reasonable best efforts to minimize any impact that its use of the License Area will have on other uses of the License Area.

h. Licensee may not remove, damage, or alter in any way any improvements or property of the County upon the License Area, whether currently existing or installed in the future, without the County's prior written approval.

i. Licensee must repair any damage or alteration to the License Area to the same condition that existed before the damage or alteration.

j. Licensee has non-exclusive right for ingress and egress, seven days a week, 24 hours a day, for the construction, installation and maintenance of the Billboard, which right will be exercised so as to not unreasonably interfere with County operations.

2.3 "AS-IS" Acceptance. Licensee warrants that it has studied and inspected the License Area, obtained any information and professional advice as the Licensee has determined to be necessary related to this License, and therefore accepts the same "AS IS" without any express or implied warranties of any kind, including any warranties or representations by the County as to its condition or fitness for any use.

2.4 Limitation on Grant. It is expressly understood that this License is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in the Property including, but not limited to the License Area, or any portion thereof, to Licensee. This License shall not, nor shall any real property interest in the License Area be assigned, mortgaged, hypothecated, or transferred by Licensee, whether voluntary or involuntary or by operation of law, nor shall Licensee let or sublet or grant any license of permit with respect to the use and occupancy of the License Area or any portion thereof. Licensee further acknowledges and agrees that County's grant of the right of entry to use the License Area pursuant to this License creates no possessory interest in the License Area and therefore Licensee shall abandon the use of the License Area without the necessity of a judicial proceeding by the County no later than the expiration of this License, or, in the event of an earlier termination of this License, Licensee shall abandon the use of the License Area immediately upon such earlier termination. Licensee further acknowledges and agrees that any failure to abandon the use of the License Area upon expiration or termination of this License shall constitute a trespass.

2.5 Rights Reserved.

a. Licensee acknowledges that its use of the License Area is subject and subordinate to the County's use of the License Area and the rights of the FAA.

b. During a time of war or national emergency, County shall have the right to lease the Property, including, but not limited to the License Area, or any part thereof, to the United States Government for military use and, if such lease is executed, the provisions of this License insofar as they are inconsistent with the provisions of such lease to the Government, shall be suspended. In that event, a just and proportionate part of the rent hereunder shall be abated, and the period of such closure shall be added to the term of this License, or any extensions thereof,

so as to extend and postpone the expiration thereof unless Lessee otherwise elects to terminate this License.

c. If the County installs any fire, emergency or communication equipment in or near the License Area, the Licensee will take reasonable corrective measures to avoid interference problems between the Billboard and the County's equipment.

d. County may, at all times, enter upon the License Area for any lawful purpose, provided the action does not unreasonably interfere with the Licensee's use or occupancy of the License Area.

e. Without limiting the generality of the foregoing, the County and any furnisher of utilities and other services may, at their own cost:

1. Enter upon the License Area at any time to make repairs, replacements or alterations that, in the opinion of the County or the furnisher of utilities and other services, may be necessary or advisable and from time to time to construct or install over, in, or under the License Area systems or parts; and

2. In connection with any maintenance, use the License Area for access to other parts in and around the License Area; provided that in the exercise of these rights of access, repairs, alterations or new construction, the County does not unreasonably interfere with the use and occupancy of the License Area by the Licensee.

f. Notwithstanding any provisions herein, this License shall be subordinate to the provisions of any existing or future agreement between County and the United States, relative to the operation or maintenance of the Chiriaco Summit Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to County of Federal funds for the development of said airport.

g. The exercise of any of the foregoing rights by the County or others does not constitute an eviction of the Licensee, nor be made the grounds for any abatement of rent, or any claim for damages

3. Term.

3.1 License Period. The term of this License shall be for a period of ten (10) years commencing on September 1, 2024 ("Commencement Date") and expiring on August 31, 2034. The parties agree that the anniversary date for this License shall be deemed to be the same month and day as the Commencement Date in subsequent years ("Anniversary Date").

3.2 Surrender of Possession.

a. Upon the expiration or termination of this License, the Licensee's right to occupy the License Area and to exercise the privileges and rights granted by this License cease, and it must surrender and leave the License Area in good condition; normal wear and tear excepted.

b. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the License Area remains the property of the Licensee, and the Licensee may, at any time during the term of this License, and for an additional period of thirty (30) days after its expiration, remove the same from the License Area so long as Licensee is not in default of any of its obligations and if Licensee repairs, at its sole cost, any damage caused by the removal.

c. Any property not removed by the Licensee within the 30-day period becomes a part of the License Area, and ownership vests in the County. Alternatively, the County may, at the Licensee's expense, have the property removed.

3.3 Hold-Over. In the event Licensee continues to occupy the License Area after the expiration or termination of this License, such hold-over does not constitute a renewal or extension of this License, and the Licensee must pay the County an amount which is equivalent to $2 \times 1/12$ th of the Basic Rent (as defined below) (for purposes of illustration only $2 \times 1/12$ of \$8,057.56=\$1,342.93), with each month fully accruing after the first day of the month regardless of the actual number of days Licensee holds over during the month, plus any Royalty Payments (as defined below) accrued during the hold-over.

4. Rent, Royalty Payments.

4.1 For its right to use the License Area, the Licensee must pay, without notice and free from all claims, deductions and setoffs against the County, rent and royalties as follows:

a. Annual Rent.

1. The annual rent for the Licensed Area ("Basic Rent") is as follows:

(i) \$9,340.93 per annum, plus all applicable taxes.

(a) Licensee will prepay the entire Basic Rent, plus applicable taxes, to County on or before the date this License is signed by the County.

2. Licensee shall pay the Basic Rent upon execution of this License by County and then upon each Anniversary Date thereafter and continue to pay the Basic Rent no later than the Anniversary Date until the expiration or earlier termination of this License as set forth herein.

3. If the Basic Rent is not received by the Anniversary Date, Licensee will pay an additional 5% of the Basic Rent amount due and unpaid.

b. Royalty Payments. In addition to the Basic Rent, during the term of this License, Licensee must pay to County each year on or before the 30th day after each anniversary of the Commencement Date a royalty ("Royalty Payment") equal to:

1. 25% of Total Revenue (as defined below) received during the previous 12 months for the use or operation of the Billboard.

2. "Total Revenue," as that term is used in this section, means the annual gross income derived from use of the License Area minus the Basic Rent.

3. Licensee will pay an additional 5% of each Royalty Payment amount due and unpaid.

c. Audited Financial Statements Required. Licensee must submit annual GAAP-based, audited financial statements, which are certified by a licensed Certified Public Accountant (CPA), to verify each year's Total Revenue on which the Royalty Payments are calculated. The Audited Financial Statements must be submitted to the County with each year's Royalty Payment, on or before the 30th day after each anniversary of the Commencement Date.

d. Referrals. Upon referral by County to Licensee of any other customer for Billboard advertising, County will receive on a quarterly basis 15% of the gross fee charged to the customer for Billboard advertising. Referral fees, if any, will be paid on January 1.

4.2 Annual Rate Adjustment. Beginning on July 1, 2026, and upon each July 1st thereafter, the Basic Rent shall increase by three percent (3%) of the previous year's Basic Rent payment.

4.3 Inspection and Audit. Upon request, County may inspect Licensee's business and financial records. Additionally, upon fifteen (15) days' notice, County may audit Licensee's financial records for the purpose of assuring compliance with this License.

5. Licensee's Operations.

5.1 Generally.

a. Licensee must at all times have on-call and at the County's access an active, qualified, and experienced representative to supervise the Billboard, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Billboard. Licensee will provide the

County/Aviation Division Airports Manager with the names, addresses, and 24-hour telephone numbers of all such persons in writing.

b. Licensee must operate and maintain the License Area in an orderly and clean manner and all facilities and equipment in a well-maintained state at all times.

c. The Licensee is responsible for obtaining and paying for all utilities necessary to operate the Billboard.

5.2 Approvals

1. Any billboards placed upon the License Area, in addition to the Billboards located on the License Area prior to the Commencement Date shall be consistent in size, placement and design with the County of Riverside, Ordinance No. 348, an Ordinance of the County of Riverside Providing for Land Use Planning and Zoning Regulations and Related Functions, and is required to be submitted to and receive approval from the County Transportation and Land Management Agency/Planning Department. No construction activities related to Billboard placement in the License Area may commence before all Planning Department approval processes have been completed.

2. Licensee's ability to use the License Area on an on-going basis is contingent upon its obtaining, after the execution date of this License, all of the required certificates, permits, and other approvals that may be required by any federal, state or local authorities (collectively "Governmental Approvals"), as well as satisfactory soil boring tests that sufficiently support the Licensee's intended use of the License Area. Licensee shall pay for all boring tests.

3. Prior to any construction upon the License Area, Licensee must obtain all necessary construction permits and complete all requirements of the permits prior to any use of the License Area.

4. After construction activity is complete, Licensee will restore the County's property to the satisfaction of the County Supervising Construction Inspector, and if Licensee fails to restore the License Area as required, the County may take all actions necessary to restore the License Area, and the Licensee will pay all of County's reasonable costs of such restoration upon demand.

5. The following procedure governs Licensee's submission to the County of all plans for the License Area and the Licensee's improvements, including any proposed changes by the Licensee of previously approved plans:

(i) The Licensee will coordinate with the County as necessary on significant design issues prior to preparing plans being submitted.

(ii) Upon execution of this License, County and Licensee will each designate a project manager to coordinate the parties' participation in

designing and constructing the Licensee's improvements. Each project manager will devote such time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this License. The County's project manager will not be exclusively assigned to this License or the Licensee's improvements.

(iii) Licensee acknowledges that as of the date of this License, the County has not approved or promised to approve any plans for the Licensee's improvements and no plans are considered approved until stamped "APPROVED" and dated by the County's Supervising Construction Inspector.

(iv) No final plans are considered approved until the Licensee delivers to the County a formal certification by an engineer licensed in California acceptable to the County to the effect that all of Licensee's improvements are properly designed to be safe and functional as designed and as required by this License. The certification must be accompanied by and refer to any backup information and analysis as the County may reasonably require.

(v) Licensee acknowledges that the County's Supervising Construction Inspector authority with respect to the License Area is limited to the administration of the requirements of this License. Licensee is responsible to secure all zoning approvals, design revisions or other Governmental Approvals and to satisfy all governmental requirements pertaining to the project and will not rely on the County or the County's Supervising Construction Inspector for any of the same.

(vi) County's issuance of building permits does not constitute approval of any plans for purposes of this License. County's Supervising Construction Inspector will be reasonably available to coordinate and assist Licensee in working through issues that may arise in connection with plan approvals and requirements.

(vii) Licensee when submitting plans will allow adequate time for all communications and plan revisions necessary to obtain approvals and schedule its performances and revise its plans as necessary to timely obtain all approvals.

(viii) The parties will use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues rests with the County.

(ix) Licensee is subject to all design review and sign permit fees as determined by the County's Supervising Construction Inspector.

c. Design, Labor and Materials.

1. Licensee's improvements must be designed and materials and labor purchased at the Licensee's sole expense.

2. All of Licensee's improvements will be designed so as to present uniformity of design, function, appearance and quality throughout and consistent with other improvements located in or near the License Area.

3. Except as otherwise specifically provided for herein, in no event is the County obligated to compensate the Licensee in any manner for any of the Licensee's improvements or other work provided by the Licensee during or related to this License.

4. Licensee must timely pay for all labor, materials and work, and all professional and other services related to its operations within the License Area, and, without limiting the insurance, indemnification and hold harmless obligations set forth herein, will defend, indemnify and hold harmless the County against all related claims caused by Licensee.

5. All work performed on the License Area by the Licensee must be performed in a workmanlike manner, as reasonably determined by the County, and will be diligently pursued to completion and in conformance with all County building codes and similar rules.

6. All of Licensee's improvements must be high-quality, safe, modern in design and attractive in appearance, all as approved by the County in accordance with its standard policies, procedures and County Ordinance No. 348.

d. Records. Licensee must keep as-built records of the Licensee's improvements and furnish copies of records to the County, at no cost to the County, upon completion of the improvements and any changes to the same.

e. Construction Bonds. Prior to the commencement of any construction in the License Area, Licensee must provide the County with payment and performance bonds in amounts equal to the full amount of the written construction contract for the construction to be performed on, in, and related to the License Area.

1. The payment bond will be solely for the protection of claimants supplying labor or materials for the required construction work, and the performance bond is solely for the protection of the County, conditioned upon the faithful performance of the required construction work.

2. Each bond must be executed by a surety company duly authorized to do business in California.

5.3 Reserved.

5.4 Maintenance of License Area.

a. Licensee, at its own expense, is responsible for improvements to and maintenance of the License Area during the term of this License.

b. Licensee, at its own expense, will use commercially reasonable efforts to minimize the collateral visual and aesthetic impacts of the Billboard, which will include, but not be limited to, replacing existing equipment with smaller equipment, decreasing the area used to house supporting equipment, or decreasing the size of any wireless communications equipment.

5.5 Reserved.

5.6 Co-Location.

a. Licensee will use reasonable efforts to cooperate with the County and any third parties with regard to the possible co-location of additional facilities or equipment in the License Area.

1. If a co-location is feasible, County may, in its sole discretion, negotiate a co-location license agreement with any third party on terms the County considers appropriate, consistent with the rights and obligations of the parties under this License.

2. Licensee's approval for co-location is not required, provided that the County grants the co-locator no rights and is expressly prohibited from attaching to or coming into physical contact with equipment, facilities or structures Licensee has installed in the License Area or visually impairs the operation of the Billboard.

3. Any rent or fees paid by an additional co-locator belong solely to the County.

4. If any third party desires to co-locate equipment or associated fixtures on Licensee's equipment, facilities or structures, the third-party carrier will be directed to Licensee in order to secure a separate agreement and the County will consider, in its discretion, any necessary amendment to this License, subject to applicable state and local laws.

b. Prior to permitting the installation by any third party in or around the License Area of any additional equipment which may interfere with the Licensee's operation of the Billboard, County will give Licensee thirty (30) days' notice so that the Licensee can determine if the third-party's equipment will interfere with the Billboard.

1. If Licensee determines that interference is likely to occur, Licensee may, within thirty (30) days, give the County a detailed written explanation of the anticipated interference, including any supporting documentation as may be reasonably necessary for the County to evaluate the Licensee's position.

2. County and the Licensee will seek to resolve any interference problems before the County permits the third party to operate its proposed equipment.

3. If a third party is permitted to operate in or near the License Area, and the third-party's operations interfere with Licensee's Billboard (as operating and configured prior to the third-party operations beginning), then the County will direct the third party to remedy the interference within seventy-two (72) hours and, if the interference is not resolved within this 72- hour period, then the third party will be required to cease its operations until the interference is resolved.

4. The procedures set forth in this Section 5.6 also apply to (i) any interference caused by Licensee with respect to equipment existing and as configured on the Commencement Date, and (ii) any Licensee equipment existing on the Commencement Date which is later reconfigured so as to interfere with Licensee's Billboard.

5.7 Insurance. Without limiting or diminishing the LICENSEE'S obligation to indemnify or hold the COUNTY harmless, LICENSEE 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 Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(a) Workers' Compensation:

If the LICENSEE has employees as defined by the State of California, the LICENSEE 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 County of Riverside. Policy shall name the COUNTY as Additional Insureds.

(b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LICENSEE'S performance of its obligations hereunder. Policy shall name the COUNTY as

Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement 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 LICENSEE 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 agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY 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: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The Licensee must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this License. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Licensee's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this License with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Licensee shall cause Licensee's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Licensee insurance carrier(s) policies does not meet the minimum notice requirement found herein, Licensee shall cause Licensee's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this License shall terminate forthwith, unless the County of Riverside 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 coverage's set forth herein and the insurance required herein is in full force and effect. Licensee shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. 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 Licensee's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this License 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; or, the term of this License, including any extensions thereof, exceeds ten (10) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this License, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.

7) Licensee shall pass down the insurance obligations contained herein to all tiers of sublicensee's working under this License.

8) The insurance requirements contained in this License may be met with a program(s) of self-insurance acceptable to the County.

9) Licensee agrees to notify County 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 License.

The insurance must also include advertising and contractual liability coverage for the obligation of indemnity assumed in this License, subject to standard policy provisions and exclusions.

5.8 Notices to the County. The Licensee will provide the County, without request, copies of any petition or application related to any filing by the Licensee of bankruptcy, receivership or trusteeship and any notices received from regulatory agencies pertaining to the operations of the Billboard.

6. Damage or Destruction. The County has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the negligence or fault of the County or its officers, employees or agents.

7. Indemnification and Limitation of Liability.

7.1 LICENSEE shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of LICENSEE, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited

to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of LICENSEE, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. LICENSEE shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by LICENSEE, LICENSEE 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSEE'S indemnification to Indemnitees as set forth herein.

LICENSEE'S obligation hereunder shall be satisfied when LICENSEE has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe LICENSEE'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the LICENSEE from indemnifying the Indemnitees to the fullest extent allowed by law.

7.2. Licensee acknowledges and agree that County shall not be liable to Licensee for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data (except as provided herein), or interruption or loss of use of service (except as provided herein), even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

Additionally, Licensee acknowledges and agree that The County assumes no liability for any damages to person or property arising out of this License. Licensee understands and expressly agrees that the County is not responsible for loss or damage to any Billboard by fire, vandalism, theft, or any other cause, nor for loss, damage or injury by or to other persons within or outside of the Licensed Area or any other individual personal injury of any nature. Licensee expressly acknowledges that the County shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the License Area or to protect individuals using the License Area, or property in or around the License Area, from criminal activities.

8. Taxes and Licenses.

8.1 Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result

of its occupancy of the License Area under authority of this License, including any such tax assessable on the County.

8.2 If any law or judicial decision results in the imposition of a real property tax on the interest of the County, the tax must also be paid by the Licensee on a proportional basis for the period this License is in effect.

8.3 Licensee must, at its own cost, obtain and maintain in full force and effect during the term of this License all licenses and permits required for all activities authorized by this License.

9. Rules and Regulations. Licensee must at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the License Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. Upon request by County, Licensee shall deliver to the County, any permits, licenses or other evidence of compliance with all laws.

10. Termination.

10.1 With Cause.

a. The County may terminate this License and seek damages by giving Licensee written notice after the happening of any of the following events:

1. The failure of Licensee to perform any of its non-monetary obligations under this License and such failure is not cured fully within thirty (30) days of written notice by County.

2. The taking of possession for a period of sixty (60) days or more of substantially all of the personal property used in the License Area belonging to the Licensee by or pursuant to final lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator; or

3. The filing of any lien against the License Area because of any act or omission of the Licensee that is not discharged or fully bonded within 30 days of date such lien is filed.

b. The County may terminate this License and seek any other remedy allowed by law or equity by giving the Licensee ten (10) days' written notice of the Licensee's failure to timely pay rent or any other charges required to be paid by the Licensee pursuant to this License.

c. The County may terminate this License if the Licensee at any time and for any reason fails to maintain all insurance coverage required by this License, immediately terminate this License or alternatively and at its sole discretion, secure

the required insurance at Licensee's expense, which will be immediately due and payable.

10.2 Without Cause. County may, in its sole discretion and without cause, terminate this License by giving Licensee written notice one hundred and twenty (120) days prior to the termination date, stating the extent and effective date of termination and in the event of such termination the following shall apply:

a. Any prepaid Annual Rent will be reimbursed to Licensee on a prorated basis.

10.3 In addition to the requirements set forth herein in the event of termination of this License, upon termination, Licensee shall immediately pay to the County any due and unpaid Annual Rental Payments and Royalty Payments and remove any and all personal property and other fixtures and equipment as required herein.

10.4 Upon the termination of this License for any reason, (i) all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns, and all others similarly situated as to the License Area, and (ii) all obligations of the Licensee shall also terminate, except those which shall survive pursuant to their terms.

11. Default.

11.1 Failure or delay by Licensee to perform any term or provision of this License constitutes a default under this License. Licensee must commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

11.2 Except as otherwise provided herein, County shall give written notice of default to Licensee ("Notice of Default") pursuant, specifying the default complained of by County. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this License, any failures or delays by County in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by County in asserting any of its rights and remedies shall not deprive County of its right to institute and maintain any actions or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies. Licensee hereby waives and releases any statute of limitations defense in connection with any action or proceeding to protect, assert or enforce any right or remedy contained herein.

11.3 Except as otherwise provided herein, if a monetary or non-monetary event of default occurs, prior to exercising any remedies hereunder, County shall give Licensee written notice of such default. Licensee shall have a period of five (5) calendar days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by County.

After notice and opportunity to cure, County shall have the right to exercise all remedies available in law and equity, including, but not limited to immediate termination of this License. Licensee shall pay all County costs to enforce the terms and provisions of this License.

11.4 Any waiver by County of any breach of any one or more of the terms of this License shall not be construed to be a waiver of any subsequent or other breach of the same or of any term thereof. Failure on the part of the County to require exact, full, and complete compliance with any terms of this License shall not be construed as in any manner changing the terms hereof, or estopping County from enforcement hereof at a later date.

11.5 Acceptance of rent and other fees by the County under the terms of this License for any period after a default by the Licensee of any of its obligations is not considered waiver or estoppel of the County's right to terminate this License for any subsequent failure by the Licensee to comply with its obligations.

12. Licensee's Warranty of Authority. Licensee represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this License and the attendant documents provided for herein, and this agreement and said additional documents are, accordingly, binding on said person or entity.

13. Hazardous Substances.

13.1 The term "Hazardous Substance" used herein shall mean "Hazardous Substance" as used in this License means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, (i) any material, substance or waste which is defined as "extremely hazardous substances", "hazardous substances", "hazardous materials", "hazardous waste" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq., the Hazardous Materials Transportation Uniform Safety Act of 1990, as amended, 49 U.S.C. sections 5101, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. sections 6901, et seq.; and those substances defined as "hazardous waste" in section 25117 of the California Health and Safety Code, as "infectious waste" in section 27054.4 of the California Health and Safety Code, or as "hazardous substances" in section 25316 of the California Health and Safety Code, or "hazardous material" as defined in section 353 of the California Vehicle Code, or "hazardous substance" as defined in Section 33459(c) of the California Health and Safety Code; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) petroleum, asbestos or any polychlorinated biphenyl; and (iii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety. "Hazardous Substances" do not include materials customarily used in the construction, development, operation or maintenance of real estate, provided such substances are used in accordance with all applicable laws and regulations.

a. Borrower hereby represents and warrants that the use of the License Area permitted under this License (i) will comply with all applicable environmental laws; and (ii) does not require the presence of any Hazardous Substance on the License Area.

b. Licensee shall not produce, dispose of, transport, treat, use or store any Hazardous Substance upon or about the License Area.

13.2 Licensee must not use the License Area in a manner inconsistent with any regulations, permits or approvals issued by the County of Riverside, Economic Development Agency, Design and Construction Division.

13.3 Licensee must defend, indemnify and hold the County harmless against any loss or liability incurred by reason of any Hazardous Substance on or affecting the License Area attributable to or caused in any way by the Licensee, and immediately notify the County in writing of any Hazardous Substance at any time discovered or existing upon the License Area.

13.4 Licensee must promptly and without a request by the County provide the County's Airport Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems on the License Area.

14. Notice.

14.1 Except as otherwise provided, all notices required or permitted to be given under this License may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To the County: County of Riverside
4080 Lemon St., 14th Floor
Riverside, California 92501
ATTN: Aviation Division

To the Licensee: Lamar Central Outdoor, LLC
845 Airpark Drive
Bullhead City, AZ 86429
ATTN: General Manager

14.2 Any notice given by certified mail is considered received on the third business day after the date of mailing.

14.3 Either party may designate in writing a different address for notice pursuant to this section.

15. Assignment.

15.1 This License shall not, nor shall any interest herein be assigned, mortgaged, hypothecated, or transferred by Licensee, whether voluntary or involuntary or by operation of law,

nor shall Licensee let or sublet or grant any license of permit with respect to the use and occupancy of the License Area, or any portion thereof, including, but not limited to the Billboard.

15.2 Licensee may not assign or sublicense any of its interest under this License, nor permit any other person to occupy the License Area.

16. County's Proprietary Capacity. Licensee agrees that County, in making and entering into this License, is acting and shall be deemed to be acting solely in County's proprietary capacity for all purposes and in all respects; and nothing contained in this License shall be deemed directly or indirectly to restrict or impair in any manner or respect whatsoever any of County's governmental powers or rights or the exercise thereof by County, whether with respect to the License Area or Licensee's use thereof or otherwise. It is intended that Licensee shall be obligated to fulfill and comply with all such requirements as may be imposed by any governmental agency or authority having or exercising jurisdiction over the Property, including, but not limited to the License Area in its governmental capacity.

17. Severability. In the event any provision in this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

18. Choice of Law and 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 License or interpretation of this License, shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

19. Waiver of Jury Trial. Licensee knowingly, intelligently and voluntarily waives her right to trial by jury.

20. Modification. The License shall not be changed, modified, or amended except upon the written consent of the Parties hereto.

21. Incorporation of Exhibits. All exhibits to this License are hereby incorporated into this License by reference as though fully set forth at length.

22. Entire Agreement. This License, including Exhibits A and B, is the result of negotiations between the Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this License contains the entire agreement of the Parties, and that the terms of this License are contractual and not a mere recital. Any ambiguity in the License or any of its provisions shall not be interpreted against the Party drafting the agreement.

23. Effective Date. The effective date of this License shall be the date this License is executed by the County.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Billboard License Agreement on the date as indicated below.

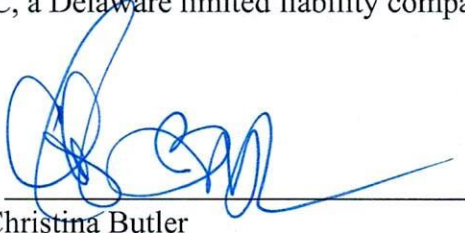
“COUNTY”

“LICENSEE”

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California, by and through its
Aviation Division

LAMAR CENTRAL OUTDOOR,
LLC, a Delaware limited liability company


By: 
Charissa Leach
Assistant County Executive Officer/TLMA

By: 
Christina Butler
Vice President/General Manager

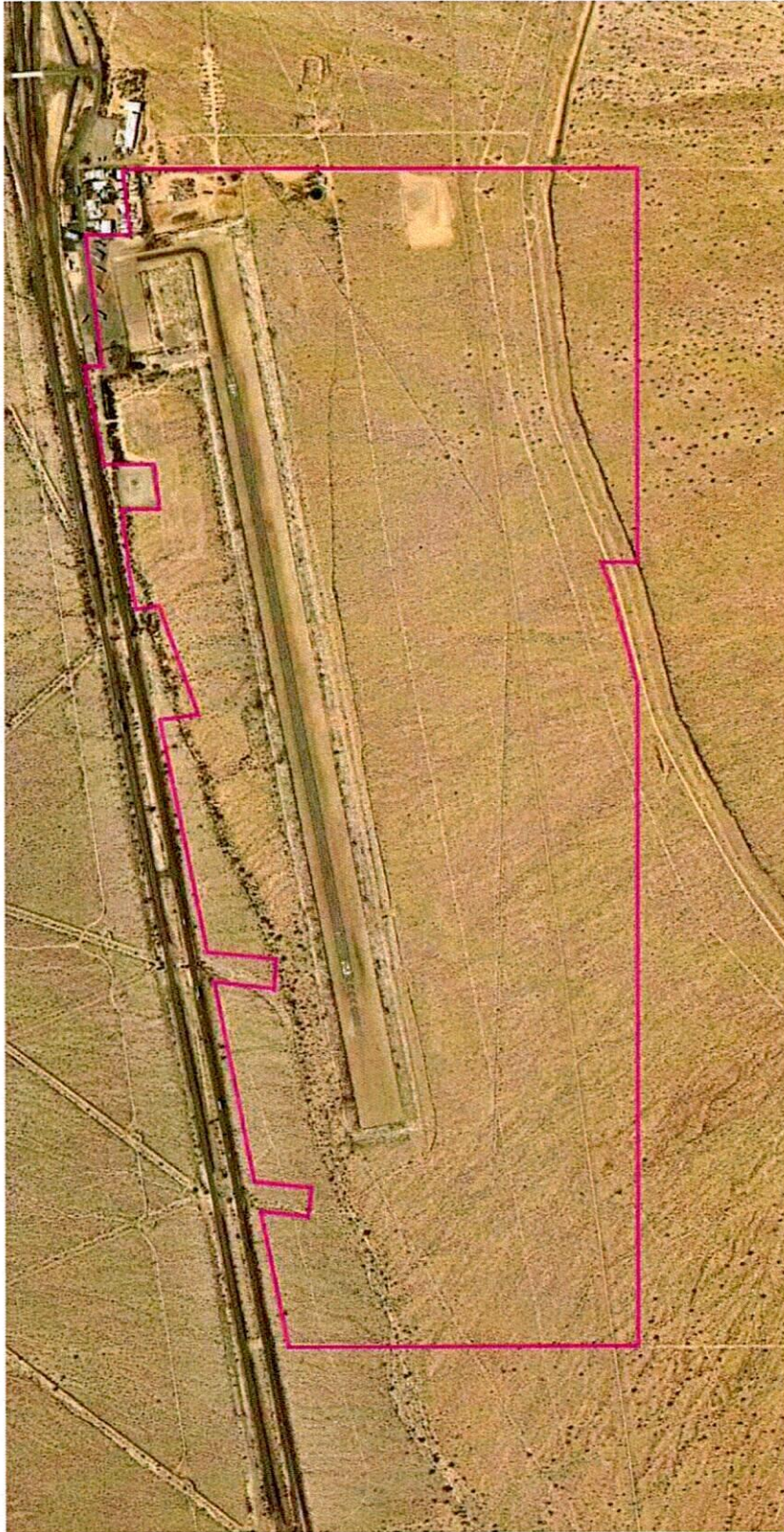
Date: 11/13/24

Date: 10/03/24

APPROVED AS TO FORM:
Minh C. Tran,
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

**EXHIBIT A
LICENSE AREA**



**EXHIBIT B
EXISTING BILLBOARDS**



