

**LEASE AGREEMENT NO. 811-01**

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between **THE CITY OF LINCOLN, NEBRASKA**, a municipal corporation ("CITY"), as Lessor, and **THE LAMAR COMPANIES ("LAMAR")**, a Louisiana Corporation, as Lessee. The CITY and LAMAR shall be referred to collectively as the "Parties."

**RECITALS**

**I.**

The CITY is agreeable to leasing to LAMAR, and LAMAR is agreeable to leasing from the CITY for purposes of outdoor advertising certain property located in Lincoln, Lancaster County, Nebraska, commonly referred to as the Billboard at 27<sup>th</sup> and Y Streets.

**II.**

The CITY represents that it is the owner of the property and has the right to make this Lease Agreement and to grant LAMAR free access to the property to perform all acts necessary to carry on LAMAR's business activities related to outdoor advertising. The City is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the property which prohibit the erection, posting, painting, illumination, repair, or maintenance of the Billboard.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Demise. The CITY hereby leases to LAMAR and its successors, property situated in Lincoln, Lancaster County, Nebraska, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

2. Term. This Lease Agreement shall commence OCTOBER 1, 2008 and shall expire APRIL 1, 2009, unless extended by written agreement of the Parties or terminated in accordance with this Lease Agreement.

3. Use. LAMAR shall use the property demised hereunder only for the purpose of outdoor advertising and shall be responsible for the construction, repair, and maintenance of the Billboard, including all necessary structures, advertising devices, utility service, power poles, telecommunication devices and connections, or any other service or structure related to LAMAR's use of the Billboard. LAMAR, its employees, contractors, agents and vehicles, shall have the right of access to and egress from the Billboard for activities necessary or useful in LAMAR's use of the Billboard. LAMAR shall have the right to survey, post, illuminate, and maintain advertisements on the Billboard, and may modify the Billboard to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law.

4. Rent. LAMAR has paid the CITY a total of \$3000.00 in consideration of this Lease Agreement.

5. Fixtures and Personal Property. All structures, equipment and materials placed on the property by LAMAR or its predecessor shall remain the property of LAMAR and may be removed by LAMAR at any time prior to or within thirty (30) days after expiration of the Lease Agreement. LAMAR agrees to apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law, rule or regulation that relate to LAMAR's use, construction, repair, or maintenance of the Billboard. Any and all such permits, certifications, licenses, variances, and approvals, and any nonconforming rights pertaining thereto, shall be the personal property of LAMAR.

6. Change in Ownership. In the event of any change of ownership of the property herein leased, the CITY agrees to notify LAMAR promptly of the name, address, and phone number of the new owner, and the CITY further agrees to give the new owner formal written notice of the existence of this Lease Agreement and to deliver a copy thereof to such new owner at or before closing. This Lease Agreement is binding upon the Parties, and their successors.

7. Condemnation. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocated highway, the CITY grants to LAMAR the right to relocate its sign on the CITY's remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LAMAR's property shall accrue to LAMAR.

8. Indemnification. To the fullest extent permitted by law, LAMAR shall indemnify, defend and hold harmless the CITY, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Lease Agreement, that results in any claim from damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of LAMAR, or anyone for whose acts any of them may be liable. This section will not require LAMAR to indemnify or hold harmless the CITY for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the CITY. The CITY does not waive its governmental immunity by entering into this Lease Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Lease Agreement. This section survives any termination of this Lease Agreement.

9. Reconstruction. Any reconstruction of the Billboard on the property by LAMAR must be approved in writing by the CITY.

10. Insurance. LAMAR shall carry liability insurance in conformance with the insurance requirements for all CITY contracts.

11. Assignment or Subletting. Neither the CITY nor LAMAR shall assign or transfer this Lease Agreement, nor sublet the whole or any part of the demised property without the prior written consent of the other party.

12. Modification. This Lease Agreement may be amended only by written agreement of both Parties.

13. Lawful Use. LAMAR shall use and occupy the property in accordance with all federal, state, and local laws, rules and regulations, now in effect or hereinafter enacted.

14. Termination. Either the CITY or LAMAR may terminate this Lease Agreement for any reason upon giving sixty (60) days written notice to the other party. In the event the Lease Agreement is terminated prior to April 1, 2009, the CITY will return to LAMAR any unearned rentals on a pro rata basis. At the termination of this Lease Agreement, LAMAR agrees to restore the surface of the property to its original condition.

15. Nebraska Law. This Lease Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

16. Integration. This Lease Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Lease Agreement.

17. Severability. Each section of this Lease Agreement is hereby declared to be independent of every other section and invalidity of any section shall not invalidate any other section of the Lease Agreement.

18. Capacity. The undersigned representing LAMAR does hereby agree and represent that he or she is legally authorized to sign this Lease Agreement and to lawfully bind LAMAR to the terms and conditions herein. The undersigned representing the CITY does hereby agree and represent that he or she is legally authorized to sign this Lease Agreement and to lawfully bind the CITY to the terms and conditions herein.

**CITY OF LINCOLN, NEBRASKA**

By: \_\_\_\_\_  
Chris Beutler, Mayor of Lincoln  
555 S. 10th St., Suite 208  
Lincoln, Nebraska 68508

STATE OF NEBRASKA        )  
  )ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

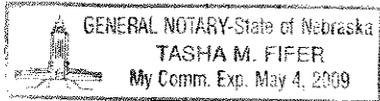
\_\_\_\_\_  
Notary Public

THE LAMAR COMPANIES

By: [Signature]  
Name: Scott Morton  
Title: General Manager  
Address: 5201 S. 16<sup>th</sup>  
Lincoln, NE 68512

STATE OF Nebraska )  
 )ss.  
COUNTY OF Lancaster )

The foregoing instrument was acknowledged before me this 4 day of November, 2008, by Scott Morton, of The Lamar Companies, a Louisiana corporation, on behalf of the corporation.



Tasha M. Fifer  
Notary Public

## EXHIBIT A

### DESCRIPTION OF THE PROPERTY

- A. The CITY is agreeable to leasing to LAMAR, and LAMAR is agreeable to leasing from the CITY for purposes of outdoor advertising certain property located in Lincoln, Lancaster County, Nebraska, commonly referred to as the Billboard at 27<sup>th</sup> and Y Streets.
- B. The Billboard is currently configured with one 14' x 48' panel (south face) and two 12' x 25' sign panels (facing north).
- C. The Property consists of the ground space occupied by the Billboard's pole and footings and the airspace occupied by the remainder of the Billboard, as it is presently located and constructed.
- D. The Billboard is located on Property owned by the CITY and legally described as:

S19, T10, R7, 6<sup>th</sup> Principal Meridian, 7.01 +/- AC VACATED MO PAC RR  
LYING IN THE S1/2 NW & S1/2 NE 24-10-6 (INSTR#01-34577) EX 1.88  
+/- AC EAST OF 30<sup>TH</sup> ST (04-79585) Property ID: 17-19-146-002-000  
Exemption Codes: Lincoln (City of Lincoln)