

Lamar Co # 424

This Instrument Prepared by:

James R. McIlwain  
5321 Corporate Boulevard  
Baton Rouge, Louisiana 70808

Renewal Lease #10000



James R. McIlwain

## SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 7th day of September, 2023, by and between: **WASHOE COUNTY**

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides  
**WITNESSETH**

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion (approximately 250 square feet) of the property located in the County/Parish of Washoe, State of Nevada, more particularly described as:

**1800 Threlkel St., Reno NV 89512**  
**US 395 5Ft N/O I80 WS**  
**APN #008-211-51 (Formerly 008-211-46)**

1. This Lease shall be for a term of Three (3) years commencing on the first day of the calendar month following the date of completion of construction of the sign, or, if this is a renewal Lease, the term and payments begin June 1, 2023 ("commencement date").

LESSEE may renew this Lease, for an additional term, not to exceed two (2) additional years, on the same terms and conditions. Said renewal term shall automatically go into effect unless LESSEE shall give to LESSOR written notice of non-renewal at least sixty (60) days prior to the expiration of the original term.

2. LESSEE shall pay to LESSOR a Monthly rent amount of One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) Dollars, payable in 12 equal monthly installments of \$1,750.00 each, OR 25% of Gross Space Rent Revenue, whichever is greater, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default. Monthly rent payments will be accompanied by a corresponding Gross Space Rent Revenue report.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within thirty (30) days following the termination or non-renewal of this lease unless LESSEE is restricted by access or weather which does not allow LESSEE and/or its partners for the safe completion of the dismantle or any necessary construction. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE. LESSEE shall be responsible for any and all costs associated with providing power and communications needed by LESSEE, including but not limited to, design, permitting, and installation. Any power and communications installed and/or utilized by LESSEE shall be metered separately from

**LESSOR**, and paid directly by **LESSEE**. Any design for power or communications to **LESSEE**'s sign shall be submitted and approved by **LESSOR** prior to construction.

6. **LESSOR** represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant **LESSEE** access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. **LESSOR** is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on **LESSOR'S** remaining property adjoining the condemned property or the relocated highway. Any condemnation award for **LESSEE'S** property shall accrue to **LESSEE**.

9. **LESSEE** agrees to indemnify **LESSOR** from any and all claims of injury and damages, costs, and expenses, including attorney's fees to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE'S** sign during the term of this lease. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear. **LESSEE** agrees to secure and maintain insurance on all property owned by the **LESSEE** at the demised premises and to secure and maintain general liability coverage (occurrence form) in an amount of not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate during the term of this Agreement. **LESSEE** hereby expressly waives and releases any cause of action or right of recovery which **LESSEE** may have hereafter against **LESSOR** for any loss or damage to the demised premises, or to the property thereof belonging to either, caused by fire, explosion, or any other risk. **LESSEE** shall obtain a waiver from any insurance carrier with which **LESSEE** carries fire, explosion or any other risk coverage insuring the Premises or the contents thereof releasing its subrogation rights against **LESSOR**.

10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein. **LESSOR** will not waive and intends to assert available defense and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

11. Any provision to the contrary in this lease notwithstanding, **LESSOR** and **LESSEE** agree that the **LESSOR** may terminate this lease for any reason upon giving one hundred twenty (120) days written notice. If **LESSOR** terminates this agreement, **LESSOR** will return to **LESSEE** any unearned rentals on a pro-rate basis.

12. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

**THE LAMAR COMPANIES, LESSEE:**

**LESSOR:**

**BY:** \_\_\_\_\_  
\_\_\_\_\_  
VICE-PRESIDENT/GENERAL MANAGER

**BY:** \_\_\_\_\_  
**BY:** \_\_\_\_\_

**DATE:**     /     /

**DATE:**     /     /  
LESSOR'S TELEPHONE NUMBER

**Address of LESSEE:**  
Lamar Advertising Reno  
4945 Joule Street  
Reno NV 89502

LESSOR'S SOCIAL SECURITY NUMBER /  
EMPLOYER IDENTIFICATION NUMBER

Witnesses (**LESSEE**)  
\_\_\_\_\_  
\_\_\_\_\_

W-9 Name (as shown on your Income Tax Return)  
008-2110-51  
Tax ID Parcel # (for land on which sign is located)

**Address of LESSOR:**

Witnesses (**LESSOR**)  
\_\_\_\_\_  
\_\_\_\_\_