

**AMENDED AND RESTATED BILLBOARD LEASE
AND RELOCATION AGREEMENT**

between

**CITY OF BELL GARDENS,
a California Municipal corporation
("City")**

and

**OUTFRONT MEDIA, LLC,
a Delaware limited liability company
("Tenant")**

BASIC INFORMATION

The following Basic Information provides a brief synopsis of the critical terms of this Lease and a reference for certain specific terms of this Lease. The Basic Information, the Recitals below, and all exhibits attached are incorporated into and made a part of the Lease. If there is any conflict between the Basic Information and terms of the Lease, the terms of the Lease will control.

1. City: CITY OF BELL GARDENS, a California Municipal corporation
7100 Garfield Avenue
Bell Gardens, CA 90201
Attn: City Manager
Telephone: 562-806-7702
Facsimile: 562-806-7709

With a copy to: City Attorney
Arnold M. Alvarez-Glasman
13181 Crossroads Pkwy. North
Suite 400 – West Tower
Industry, CA 91746
Telephone: 562-699-5500
Facsimile: 562-692-2244

2. Tenant: Outfront Media, LLC, a Delaware limited liability company
Collin Smith
1731 Workman Street
Los Angeles, CA 90031
Notice: Collin Smith
Email: collin.smith@outfrontmedia.com
Telephone: 323-276-7308

With a copy to:
Anthony Leones
Miller Starr Regalia
1331 N. California Blvd., 5th Floor
Walnut Creek, CA 94596
Telephone: 925-935-9400
Facsimile: 925-933-4126

3. Effective Date: _____

4. Intentionally deleted.

5. Premises: That certain real property [containing approximately Five Thousand Four Hundred Thirty-Five \(5,435\) square feet](#) owned by City legally described in [Exhibit A](#) and depicted [as that area within the solid bold lines](#) on [Exhibit B](#), and located in the City of Bell Gardens, County of Los Angeles, State of California, near Interstate 710, and previously used as public rights-of-way.

6. Permitted Use: Subject to Tenant's receipt of approvals expressly required by this Lease, Tenant shall be permitted to conduct the Permitted Uses (as defined below) related to the Billboard and the Premises.

7. Term: Ten (10) years from the Operational Date. Tenant shall have the right to two (2) five (5) year options, on the same terms and conditions as set forth in this Lease
8. Minimum Annual Guarantee (MAG): The minimum amount of initial Rent the Tenant will pay the City shall be One Hundred and Forty Thousand Dollars (\$140,000) per year, per the rent schedule in §5.1.1.
9. Percentage Rent: The amount by which 40% of the Annual Net Revenue for a completed Lease Year exceeds the MAG for such Lease Year.
10. Rent: The MAG and, as applicable, the Percentage Rent.
11. One-Time Payment of City Costs: A one-time payment to the City in the amount of Twenty-Thousand Dollars (\$20,000) to reimburse the City for its costs associated with the preparation and review of this Lease to be paid by Tenant to the City pursuant to Section 5.2.4 below.

CITY'S INITIALS_____

TENANT'S INITIALS_____

Amended and Restated Billboard Lease and Relocation Agreement

This Amended and Restated Billboard Lease and Relocation Agreement (“Lease” or “Agreement”), is effective as of _____, ~~2018~~2019, and is between the **City of Bell Gardens**, a California municipal corporation (“City”), and **Outfront Media, LLC**, a Delaware limited liability company (“Tenant”).

RECITALS

A. City owns the Premises.

B. Interstate Highway 710 is a heavily traveled route for commuters, tourists, and commercial vehicles originating from the Ports of Los Angeles and Long Beach driving through the community daily to reach commercial and rail hubs in Southern California and the State of California.

C. The City has determined that advertising on the panel sign that will be constructed pursuant to this Agreement is in the City’s best interest and Tenant is willing to make an effort to obtain necessary permits for the construction and operation of the Billboard.

D. The Bell Gardens City Council has determined that it is in the best interests of City, and for the common benefit of the citizens residing in City, to enter into this Lease with Tenant for the construction, operation, and maintenance of the Billboard on the Premises, contingent on Tenant obtaining all required approvals from Caltrans and the City following review under the California Environmental Quality Act.

E. Section 5412 of the Outdoor Advertising Act notes that it is the policy of the state of California to encourage local entities and owners of existing billboards to enter into relocation agreements that allow local entities to continue development in a planned manner without expenditure of public funds, while allowing the continued maintenance of private investment and a medium of public communication.

F. The City’s municipal code implements the Outdoor Advertising Act in various sections, and the City has established an electronic billboard overlay district (“EBOD”) that provides for the development and construction of electronic billboards in a planned manner within the EBOD, pursuant to voluntary relocation and replacement of billboards from other areas of the City, subject to reasonable controls.

G. Section 9.40.050 of the City’s municipal code provides that any legal, non-conforming billboard in the City may be considered a candidate for relocation on a two-for-one basis upon an agreement by the sign owner and the City. Pursuant to such agreement, the sign owner agrees to remove two existing legal nonconforming billboards to construct one new billboard in the EBOD. Section 9.40.050 also provides that new billboards constructed pursuant to a relocation agreement within the City are not subject to a conditional use permit requirement.

H. Tenant has identified two (2) existing, legal non-conforming billboards, consisting of four facings with traditional, non-digital illumination (“Removed Billboards”) within the City that it presently owns and operates, and that Tenant will remove in exchange for construction and operation of the electronic Billboard on the Premises. The Removed Billboards are identified on **Exhibit C** attached hereto.

I. Pursuant to the Municipal Code, relocated billboards may originate in areas outside of the EBOD, provided a relocation agreement documents the new sign's location, signs removed, and the benefits associated with relocation.

J. Pursuant to the Municipal Code, owners of Billboards to be relocated must establish that the relocated billboard meets at least one of several eligibility factors. One of these factors is a proposal by the owner to completely demolish an existing billboard, and construct a new electronic billboard within the EBOD in order to reduce the overall negative aesthetic impacts of billboards on the city and its residents and to provide public benefits for such relocation.

K. The Outdoor Advertising Act, including Sections 5412, 5443, and 5443.5 thereof, empower the City and the Tenant to enter into billboard-related agreements on whatever terms are agreeable to such parties.

L. Tenant has chosen to completely demolish and relocate the Removed Billboards, which are legal non-conforming, to a more suitable location within the EBOD.

M. Removal of the Removed Billboards and construction of a replacement billboard on the Premises will lessen the overall negative impacts on the City and its residents and provide public benefits for such relocation, in compliance with the Municipal Code.

N. Removal of the Removed Billboards and replacing them with a single modern outdoor advertising display would confer aesthetic benefits on the City and its residents because: (1) modern electronic technology in outdoor advertising displays incorporates controls on brightness levels and bulb direction that minimize ambient light, reduce sky glow, and result in de minimis light intrusion beyond 350 feet (to a point that light increases generally fail to register on light meters beyond this distance); and, (2) a modern structure would eliminate a source of potential blight within the City and improve the aesthetic environment along highway 710 that runs on the western boundary of the City, thereby improving the visual impression of the City as experienced by the thousands of motorists, including City residents, who travel this freeway on a daily basis.

O. The relocation of the Removed Billboards satisfies the relocation provisions in Chapter 9.40 of the City's Municipal Code.

P. The Tenant would not remove the Removed Billboards but for the benefits received under this Agreement, and otherwise would demand just compensation for any action by the City or any other governmental entity, in eminent domain or otherwise, to remove the Removed Billboards.

Q. The City intends that this Agreement and terms obligating Tenant to remove the Removed Billboards will allow for the redevelopment of the City and the Removed Billboard sites in a planned manner that is more compatible with existing development, and consistent with the City's modern zoning and general plan policies, without the expenditure of public funds.

R. Pursuant to this Agreement, Tenant shall take down the Removed Billboards prior to commencing live operations of the new digital billboard to be constructed on the Premises.

S. ~~E.~~ City desires to lease to Tenant, and Tenant desires to lease from City, the Premises, all as further set forth in this Lease.

T. City and Tenant entered into that certain Billboard Lease (the "Original Lease") dated as of November 20, 2018 for the Premises.

U. City and Tenant now desire to amend and restate the Original Lease in its entirety. Accordingly, as of the Effective Date of this Lease, the Original Lease (and the obligations and liabilities therein) shall be null and void and of no further force or effect, and shall be superseded in its entirety by this Lease.

V. ~~F.~~ Subject to the terms and conditions set forth herein, this Lease shall constitute the Agreement required for the placement, construction, and operation of an electronic billboard within the City pursuant to Bell Gardens Municipal Code Section 9.40.065(B)(2).

AGREEMENT

ARTICLE 1 DEFINITIONS.

For purposes of this Lease, unless a different meaning is clearly required, the following terms will have the following meanings and be capitalized throughout this Lease:

1.1 "Annual Net Revenue" means all income actually received by Tenant in connection with the sale of advertising space on the Billboard (net of any commissions paid by Tenant to advertising agencies, not to exceed 16-2/3%). For the purposes hereof, any income described in this definition will not include the value of any in-kind usage of the Billboard by the City pursuant to Section 5.2.2.

1.2 "Billboard" means and refers, collectively, to (a) the Panel Sign that Tenant will construct on the Premises in accordance with the plans attached as Exhibit CD and criteria set forth in this Lease, (b) the fixed panel sign identifying the City of Bell Gardens (the "Jurisdictional Sign") that Tenant will construct on the Premises in accordance with the plans attached as Exhibit GD, and (c) the Sign Structure. Tenant shall be responsible for the construction, maintenance, installation, and operations of the Billboard, subject to the terms and conditions of this Lease.

1.3 "Business Day" means any day the City's main offices located at 7100 Garfield Avenue, Bell Gardens, California 90201, are open to the public.

1.4 "Caltrans" means the California Department of Transportation.

1.5 "Caltrans Permits" means all permits and approvals, if any, that Tenant must obtain from Caltrans and subsequently assign to the City to construct, renovate, operate, and maintain the Billboard in accordance with this Lease.

1.6 "City Permits" means all building permits, conditional use permits, site plan review, architectural review, environmental review, and other permits, entitlements, and agreements

that City, acting in its governmental capacity, must issue or approve for Tenant to construct, renovate, operate, and maintain the Billboard in accordance with this Lease.

1.7 Intentionally omitted.

1.8 “Effective Date” means the date as of which both City and Tenant have signed this Lease, as indicated by the dates in the signature blocks below.

1.9 “Extended Term” is defined in Section 4.1.2 below.

1.10 “Hazardous Materials” means any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances, carcinogenic materials or contaminants and all other materials governed, monitored, or regulated by any Federal, State or local Law or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Substances Account Act, and/or the Resources Conservation and Recovery Act, together with asbestos, asbestos-containing materials, hydrocarbons, polychlorinated biphenyl (“PCB”) or PCB-containing materials, petroleum, gasoline, petroleum products, crude oil or any fraction, product or by product thereof.

1.11 “Hazardous Materials Laws” means all laws, codes, rules, orders, ordinances, directives, regulations, permits, or other requirements of federal, state, county, municipal or governmental authorities having jurisdiction, now in force or which may hereafter be in force concerning the management, use, generation, storage, transportation, presence, discharge or disposal of Hazardous Materials.

1.12 “Jurisdictional Sign” is defined in Section 1.2.

1.13 “Lease Year” means the consecutive 12-month period commencing on the Operational Date, and each consecutive 12-month period occurring thereafter during the Term.

1.14 “MAG” or “Minimum Annual Guarantee” has the definition given such term in Section 5.1.1.

1.15 “Off-site Outdoor Advertising” means an advertising sign that directs attention to a business, profession, commodity, service or entertainment which is conducted, sold or offered at a location other than on the same lot or parcel upon which the sign is located.

1.16 “Operational” means the Panel Sign is capable, legally and functionally, of displaying advertising as described in Section 1.2.

1.17 “Operational Date” has the definition given such term in Section 5.1.1.

1.18 “Panel Sign” means that certain two-sided LED electronic sign panel, as shown on the attached Exhibit C, which is to be attached, subject to the terms and conditions of this Lease, to the Sign Structure.

1.19 “Premises” is defined in the Basic Information.

1.20 [“Removed Billboards” is defined above in the Recitals.](#)

1.21 ~~1.20~~ “Rent” means the MAG and, as applicable, Percentage Rent described in Article 5.

1.22 ~~1.21~~ “Sign Structure” means the portion of the Billboard other than the Panel Sign, and it includes all ancillary equipment and utilities installed on the Premises by Tenant in connection with the construction and operation of the Billboard. The Sign Structure is more particularly described in Exhibit CD.

1.23 ~~1.22~~ “Term” means the entire time this Lease is in effect. As specified in Article 4, it consists of the Initial Term, any Extended Term and any period of holding over.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF PARTIES

The representations and warranties set forth in this Article 2 are made as of the Effective Date.

2.1 Corporate Status

Tenant is a limited liability company. City is a municipal corporation and general law city pursuant to California law. Both Parties are qualified to transact business in the State of California and have the power to own or lease properties and to carry on their business as now owned and operated and as required by this Lease.

2.2 Authorization

City has the authority to enter into and perform its obligations under this Lease. City has taken all actions required by law to authorize the execution of this Lease. The person signing this Lease on behalf of City has authority to do so.

Tenant has the authority to enter into and perform its obligations under this Lease. Tenant has taken all actions required by law, its organizational documents, or otherwise, to authorize the execution of this Lease. The person signing this Lease on behalf of Tenant has authority to do so.

2.3 Lease Will Not Cause Breach

To the best of City’s knowledge, after reasonable investigation, neither the execution or delivery of this Lease, nor the performance of this Lease by City: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which City is a party or by which City or any of its properties or assets are bound, or constitutes a default thereunder.

To the best of Tenant’s knowledge, after reasonable investigation, neither the execution or delivery of this Lease, nor the performance of this Lease by Tenant: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Tenant is a party or by which Tenant or any of its properties or assets are bound, or constitutes a default thereunder.

2.4 No Litigation

To the best of City's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by City of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Lease or which would have a material adverse effect on the financial condition of Tenant or any surety guaranteeing City's performance under this Lease, which has not been waived by Tenant in writing.

To the best of Tenant's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Tenant wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Tenant of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Lease or which would have a material adverse effect on the financial condition of Tenant or any surety guaranteeing Tenant's performance under this Lease, which has not been waived by City in writing.

2.5 No Adverse Judicial Decisions

To the best of City's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Lease or may subject this Lease to legal challenge.

To the best of Tenant's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Lease or may subject this Lease to legal challenge.

2.6 Ownership of the Premises

City represents that it is fee simple owner of the Premises and that the Premises is not subject to any monetary lien or encumbrance, other than 1) such easements, covenants, conditions, restrictions, reservations and other matters of record; 2) all matters discoverable by physical inspection of the Premises or that would be discovered by an accurate survey of the Premises; and 3) all matters known to Tenant or of which Tenant has actual or constructive notice. Notwithstanding the foregoing, City represents and warrants to Tenant that it has no actual knowledge, as of the Effective Date of any lien or encumbrance affecting the Premises that would impair Tenant's ability to construct and operating the Billboard on the Premises.

2.7 Ability to Perform

Tenant possesses the business, professional, and technical expertise to cause the development, construction, maintenance, and operation of the Billboard in the manner required under this Lease.

ARTICLE 3 LEASE OF PREMISES.

Upon Tenant obtaining all approvals and permits from Caltrans and the City following review under the California Environmental Quality Act and applicable statute of limitations

running, City hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from City, upon the covenants, terms, and conditions set forth in this Lease. If the foregoing approvals are not obtained by the date that is two (2) years after the Effective Date, then the Lease shall terminate and each party shall be responsible for costs it has incurred and neither party shall have any claims for breach.

3.1 Operation of Billboard

As described in the definition of "Billboard" in Section 1.2 and depicted on Exhibit C attached hereto, the Panel Sign is intended to be a two-sided LED electronic billboard for general advertising. The Billboard shall be operated as described in Section 7.

3.2 Reservation for City Facilities

City reserves the right to access and install on the Premises infrastructure and related equipment for telecommunications, surveillance or other video equipment that the City deems necessary for the public health, safety and welfare ("City's Telecommunications Facilities"). Tenant shall have the right, in Tenant's reasonable discretion, to permit City to install and maintain on the Billboard City's Telecommunications Facilities, which such installation and maintenance shall be at no cost to Tenant, and if the City's Telecommunications Facilities are installed on or about the Premises, the City's Telecommunications Facilities shall not interfere with, hinder or in any way affect the operation, use and maintenance of the Premises by Tenant. Other than in the case of emergency, Tenant shall provide notice at least five (5) business days in advance of any work or any temporary interference to the City's Telecommunications Facilities in accordance with Section 13.1. If Tenant approves of City's Telecommunication Facilities located on or about the Premises, City shall not perform any work on the Premises that would create any interference in the operation of the Billboard unless Tenant has approved the same, and in any event, any such work shall be performed at such hours to minimize the impact on Tenant's operation of the Billboard, as directed by Tenant. No other telecommunications facilities shall be put on the Premises for two (2) years from the Effective Date of this Lease, and such other facilities will require the City's approval as discussed in Sections 6.2 and 13.2 of the Lease.

The City reserves the right for itself and others in the future to establish nonexclusive utility easements (including easements for construction, maintenance, repair, replacement and reconstruction) over, under, through or on the Premises in locations that will not unreasonably interfere with Tenant's use of the Premises as contemplated by this Lease. Tenant will not be required to maintain or repair the utility easements unless Tenant has caused the need to repair.

City agrees that if City does install the City's Telecommunications Facilities on the Premises, then City will be responsible for all design, permits and other approvals as well as all construction and maintenance of the City's Telecommunications Facilities. In connection with the design, construction and operation of the City's Telecommunications Facilities, City agrees to indemnify, protect, defend, and hold harmless Tenant and its officers, employees, agents, and representatives and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a direct result of the City's Telecommunications Facilities.

3.3 Permitted Access

Notwithstanding anything herein to the contrary, from the Effective Date through the termination of this Lease, Tenant will be permitted to access and use the Premises for (a) any and all purposes in connection with the design and construction of the Billboard and any other work in order to make the Billboard Operational; (b) any Permitted Use described in paragraph 6 of the Basic Information; and (c) any other legally permitted use consistent with this Lease (collectively, the “Permitted Uses”).

ARTICLE 4 TERM.

4.1 Term

4.1.1 Initial Term. The “Initial Term” of this Lease will begin on the Operational Date and will expire on the tenth (10th) anniversary thereof, subject to the rights of extension set forth in this Lease. Notwithstanding anything herein to the contrary, for the period beginning on the Effective Date through the Operational Date, Tenant and its employees, agents, consultants and representatives will be permitted to enter the Premises for the purpose of commencing any site investigations and inquiries that Tenant reasonably deems appropriate or necessary in connection with the design and construction of the Billboard and any other work in order to make the Billboard Operational.

4.1.2 Extension Terms. Tenant shall have two (2) options to extend the Term of the Lease in accordance with the provisions of this Lease. At the end of the Initial Term, Tenant shall have the option to extend the Term of the Lease for a period of five (5) years (such extension period, the “First Extended Term”). At the end of the First Extended Term, Tenant shall have an additional option to extend the Term of the Lease for an additional period of five (5) years (such second extension period, the “Second Extended Term” and, together with the First Extended Term, collectively, the “Extended Term”). Notwithstanding anything herein to the contrary and for the purposes of clarification, if Tenant exercises both options, the Extended Term will be for an aggregate period of ten (10) years following the Initial Term. Each Extended Term will be subject to each of the following at the time Tenant exercises such option: (x) there being no applicable law prohibiting such extension; and (y) no default by Tenant then exists under the Lease beyond applicable notice and cure periods. Tenant shall be deemed to have exercised each of its options to extend the Term for each Extended Term unless Tenant has provided notice to City electing not to exercise such option no later than six (6) months prior to the expiration of the Initial Term or First Extended Term, as applicable. The Extended Term shall be upon the same terms of this Lease, including the rental provisions set forth in Article 5.

4.2 Expiration of Lease; Holding Over

This Lease will expire at the end of the Initial Term, or Extension Term, as applicable. If Tenant holds over on the Premises after the expiration of the Initial Term or any Extension Term (if exercised) with the consent of City, such holding over will be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations contained in this Lease that applied at the expiration of the Initial Term or any Extension Term (if exercised). If Tenant does hold over on the Premises after the Initial Term or any Extension Term (if exercised), then Tenant agrees to pay City as monthly rental an amount which is equal to 1/12th of the annual Rent paid by Tenant to City during the last year of the Lease.

ARTICLE 5 CONSIDERATION.

As consideration for the rights and benefits it enjoys under this Lease, including the use and occupancy of the Premises during the Term, Tenant shall do all of the following:

5.1 Rent

5.1.1 Minimum Annual Guarantee (MAG). Each year, Tenant shall pay City the Minimum Annual Guarantee (the "MAG") in the initial amount of One Hundred and Forty-Thousand Dollars (\$140,000) per year, starting on the date when the Billboard is Operational (such date, the "Operational Date") in accordance with the terms set forth in this Section 5.1.

Term	Rent
Years 1-5	\$140,000 annually
Years 6-10	\$154,000 annually
Years 11-15	\$165,000 annually
Years 16-20	\$185,000 annually

5.1.2 Manner of Payment. An annual prorated share of the MAG is due and payable on a calendar quarter basis, commencing within forty-five (45) days of the Operational Date and within ten (10) days following the beginning of each calendar quarter occurring thereafter without notice, demand, offset or deduction. Tenant shall remit the MAG to City at the address designated in the Basic Information, or at such other address as City may designate from time to time in writing to Tenant for the payment of Rent. For any portion of the Term that is less than a full calendar quarter, the MAG shall be prorated based on the number of days in the Term occurring during such calendar quarter and actual number of days in such calendar quarter.

(a) Late Charge. If Tenant fails to pay any installment of MAG within ten (10) calendar days after the same is due and payable, such unpaid amount will be subject to a late payment charge equal to five percent (5%) of the unpaid amount in each instance; provided, however, Tenant shall not be assessed with the foregoing late payment charge with respect to the first (1st) late payment in any consecutive twelve (12) month period unless and until Tenant fails to make such payment to City within three (3) business days after written notice from City that it failed to receive such amounts within the time period set forth above. Following the first (1st) late payment in any calendar year, no notice by City shall be required for purposes of collecting a late payment charge. The late payment charge has been agreed upon by City and Tenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that City will incur as a result of any such failure by Tenant, the actual costs thereof being extremely difficult—if not impossible—to determine. The late payment charge constitutes liquidated damages to compensate City for its damages resulting from such failure to pay, and Tenant shall promptly pay such charge to City together with any unpaid interest

(b) Default Interest. If any MAG is not paid within ten (10) calendar days following the due date, such unpaid amount will bear simple interest at the rate of 10% per year or the maximum permitted by law, whichever is lower ("Default Rate") from the due date until paid. However, interest will not be payable on late charges incurred by Tenant, nor on any amounts on which late charges are paid by Tenant to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest will not excuse or cure any default by Tenant.

(c) Application of Payments. All payments received by City from Tenant will be applied to the oldest obligation owed by Tenant to City. No designation by Tenant, either in a separate writing, on a check or money order, or otherwise will modify this Article 5 or have any force or effect.

5.2 Additional Consideration

5.2.1 Percentage Rent. To the extent that 40% of the Annual Net Revenue for a completed Lease Year exceeds the MAG for such Lease Year (the difference being referred to herein as "Percentage Rent"), Tenant shall pay to City, in addition to the MAG, within thirty (30) days after the end of the relevant Lease Year, and to the extent applicable, the Percentage Rent.

(a) Reports. Tenant shall furnish to City an annual statement of Annual Net Revenue within thirty (30) days after the end of each Lease Year. Such statement shall be in a form acceptable to City. Each statement shall be signed and certified to be correct by a duly authorized officer of Tenant. Tenant shall keep and make available at its local office at 1731 Workman Street, Los Angeles, California 90031 complete and materially accurate books of account, records, cash receipts and other pertinent data, in accordance with good accounting practices and in a form approved by City, showing the Annual Net Revenue, including without limitation, materially accurate records of every sale and other transaction made for any advertising display on the Billboard and any commissions paid by Tenant pursuant to this Lease. Such books of account, records, cash receipts and other pertinent data shall be kept for a period of no less than four (4) years after the end of each Lease Year. The receipt by City of any statement, or any payment of Percentage Rent for any period, will not bind City as to the correctness of the statement or payment.

(b) Inspection and Audit. City, at its sole option, will be entitled, at any time and from time to time during the Term and during normal business hours and with prior written notice to Tenant, to inspect, examine, copy and audit Tenant's books, records and cash receipts as related to Annual Net Revenue. Tenant shall cooperate fully with City and City's agents in making the examination. City, at its option, will also be entitled once during each Lease Year and once after the Expiration Date or other termination of this Lease, to cause an independent audit of such records to be performed by a certified public accountant designated by City, provided such accountant is not paid on a contingency fee basis. The audit will be conducted during usual business hours at Tenant's office located at 1731 Workman Street, Los Angeles, California 90031, unless another location is mutually agreed upon. If the audit shows that there is a deficiency in the payment of any Percentage Rent, then Tenant shall promptly upon notice pay the deficiency to City which payment will not require any penalty or other late fee. City will pay the costs of the audit unless the audit shows that Tenant understated Annual Net Revenue by more than three

(3%) percent in which case Tenant will pay all reasonable out-of-pocket costs paid to third party consultants and incurred by City in connection with the audit.

5.2.2 City Usage. To the extent that commercial advertising time on the Billboard is unsold and available, City shall have the right to use up to five percent (5%) of the total advertising time for the Panel Sign (such usage "City Usage"). Content displayed on the Panel Sign in connection with City Usage shall be displayed (subject to the terms of this Lease) during the operation of the Panel Sign in increments, at the times of day and otherwise in the same manner as the commercial advertising displayed by Tenant on the Panel Sign. Subject to the terms of this Lease, City may use such time to promote any purpose that City, in its sole discretion determines best serves the needs of the City and residents, including but not limited to advertising City events and programs, including events and programs. City will submit "camera ready" artwork to Tenant, at no cost to Tenant, for display purposes. City agrees that for any City Usage pursuant to this Section 5.2.2: (x) City will provide Tenant with prior written notice of its desire for City Usage, (y) City will provide Tenant with the copy or text of such messages not less than ten (10) business days prior to the date such messages are to appear on the Billboard, and (z) City Usage shall be limited to messages for the civic and public purposes described in this Section 5.2.2 and will not be used directly or indirectly for any types of messaging or advertising which Tenant would otherwise be able to sell to third parties in the ordinary course of Tenant's business. City represents and warrants that all advertising materials and content supplied by City to Tenant for display in connection with City Usage, (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity, (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which the parties may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are not false; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. City hereby agrees to indemnify, defend and save harmless Tenant against any and all claims, liabilities, losses, damages, fees and expenses arising out of or in connection with the City Usage, including but not limited to any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right and reasonable attorneys' fees and expenses incurred in defending any such claims.

5.2.3 Emergency Notifications. Without any offset in the City Usage described above and at no cost to the City and as further consideration for the use and occupancy of Premises, Tenant shall make the Primary Sign available to Caltrans and the California Highway Patrol for purposes of "Amber Alerts" and for emergency or disaster notifications by local, state or federal agencies as described in Article 7.

5.2.4 One-Time Payment of City Costs. Without any offset of Rent or Percentage Rent described in Section 5.2.1, Tenant shall make a one-time payment to the City in the amount of Twenty-Thousand Dollars (\$20,000) to reimburse the City for its costs associated with the preparation and review of this Lease. The payment to the City described in this Section shall not include or cover any fees associated with City Permits and/or entitlements in connection with the planning and construction of the Billboard. The one-time payment described in this Section shall be paid by Tenant to the City within thirty (30) days after Tenant obtains all approvals and permits from

Caltrans and the City following review under the California Environmental Quality Act and applicable statute of limitations running.

ARTICLE 6 USE OF PREMISES.

6.1 Condition of Premises

The Premises and all improvements thereon, are being leased to Tenant in its current, existing, "AS IS" condition. City makes no representations or warranties of any kind, express or implied, written or oral, about any of the following: the physical condition of the Premises; the suitability of the Premises for Tenant's anticipated use; any limitations on Tenant's use of the Premises, including limitations arising from zoning laws, environmental laws, or other laws, regulations, or governmental requirements; the costs of conducting Tenant's business on the Premises; or the condition of the soils or ground waters of the Premises. By taking possession of the Premises, Tenant accepts the Premises "AS IS" and acknowledges that the Premises are satisfactory for Tenant's purposes. Tenant has ascertained the condition of the Premises through its own independent investigation and has relied solely on that independent investigation when entering into this Lease.

6.2 Permitted Uses

Subject to any City Usage, Tenant has the exclusive right to display Off-site Outdoor Advertising on the Premises consistent with Exhibit C. City will not authorize any other Off-site Outdoor Advertising on the Premises. Tenant's right to conduct Off-site Outdoor Advertising on the Premises includes the following uses:

(a) Renovating, constructing, operating, maintaining, repairing, improving, the Billboard, the Sign Structure, and any utilities installed in connection with the Billboard.

(b) Installing and maintaining utility wires, poles, cables, conduits, and pipes over or under the Premises from the nearest accessible public right-of-way that support the permitted operations of the Billboard.

(c) All rights of ingress and egress over the Premises that Tenant needs to access the Billboard.

(d) Subject to the criteria set forth in Article 7 to this Lease, the use of the Billboard as described in Section 1.2, or any portion thereof, for any lawful purpose related to outdoor advertising.

(e) Subject to the City's sole and absolute discretion as property owner, as well as the regulator through any generally applicable permit process, Tenant may sublease the Premises for telecommunications facilities on the Sign Structure with the written approval of the City and with any such revenue considered part of Annual Net Revenues. Such telecommunications facilities shall be "stealth;" not affect the aesthetic or structural integrity of the Billboard in the City's discretion; and not interfere with the City's Telecommunications Facilities as described in Section 3.1. Tenant shall immediately remove any facilities that interfere with the City's Telecommunication Facilities described in Section 3.1, as determined by the City.

6.3 Prohibited Uses.

6.3.1 Hazardous Substances. Neither Tenant nor any of Tenant's representatives or agents may use, handle, store, transport, treat, generate, release or dispose of any Hazardous Materials anywhere in, on, under or about the Premises, the Billboard, or any improvements thereon. Notwithstanding the foregoing, Tenant may use, handle, store, transport, treat, generate, release or dispose of any Hazardous Materials in such limited amounts as are customarily used to renovate, operate, maintain, repair, improve, or remove the Billboard in accordance with this Lease, and so long as Tenant is at all times in full compliance with all applicable environmental laws. Tenant shall cause any and all Hazardous Materials brought onto, used, generated, handled, treated, stored, released or discharged by Tenant or its authorized representatives on or under the Billboard, the Premises, or any improvements thereon to be removed therefrom and transported for disposal in accordance with applicable laws, including Hazardous Materials Laws. City will have the right to enter the Premises, or any improvements thereon, from time to time to conduct tests, inspections and surveys concerning Hazardous Materials and to monitor Tenant's compliance with its obligations concerning Hazardous Materials and Hazardous Materials Laws (the City agrees that all such testing, inspections, surveys and monitoring will be at the City's expense unless the results of such testing, inspections, surveys or monitoring demonstrate that, with respect to Tenant's use, handling, storage, transportation, treatment, generation, release or disposal of Hazardous Materials in, on, under or about the Premises, the Billboard, or any improvements thereon, Tenant has violated its obligations contained in this Section 6.3.1. Tenant shall promptly notify City in writing upon its actual knowledge of: (a) any release or discharge of any Hazardous Material by Tenant or its authorized representatives; (b) any voluntary clean-up or removal action instituted or proposed by Tenant, (c) any enforcement, clean-up, removal or other governmental or regulatory action instituted or threatened against Tenant, or (d) any claim made or threatened by any person against Tenant, the Billboard, the Premises, or any improvements thereon relating to Hazardous Materials or Hazardous Materials Laws. Tenant shall also supply to City as promptly as possible, and in any event within five (5) business days after Tenant receives or sends same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Billboard, the Premises, any portion thereof, or any improvements thereon or Tenant's use thereof and concerning Hazardous Materials or Hazardous Materials Laws. In the event Tenant institutes a cleanup or removal action, Tenant shall provide copies of all work plans and subsequent reports submitted to the governmental agency with jurisdiction to City in a timely manner.

6.3.2 Unlawful Activities. Tenant may not use or permit the Premises to be used in any way that violates this Lease or any valid and applicable statute, ordinance, regulation, rule, or order of any federal, state, or local governmental entity (including City). Tenant may not maintain or commit, or permit the maintenance or commission of, any public or private nuisance as defined by any law applicable to the Premises. Tenant hereby waives any rights to compensation it may have if a court finds that the Billboard constitutes a public or private nuisance under any valid and applicable federal, state, or local law and for that reason orders Tenant to remove or modify the Billboard.

6.3.3 Encumbrances. Tenant may not encumber the Premises or any part of the Premises or the Billboard or any part of the Billboard, for any purpose, without City's prior written consent, which City may withhold for any reason. Tenant shall keep the Premises and the Billboard free of all liens and other encumbrances other than those, if any, to which City consents.

6.4 Unobstructed Use

6.4.1 If Tenant notifies City in writing that any obstruction exists which obstruction impedes or reduces the view of the Billboard from Interstate 710 and which did not exist as of the Effective Date (each such obstruction, an "Obstruction"), Tenant will have the right, in addition to all other remedies granted under this Lease to (a) equitably reduce the MAG, or (b) terminate this Lease. Notwithstanding the foregoing, if an Obstruction is located on property owned by City, then, prior to having the rights set forth in the foregoing sentence, Tenant shall provide notice to City identifying such Obstruction, in which event, Tenant shall have the rights in the foregoing sentence if City fails to remove such Obstruction within five (5) days of City's receipt of such notice from Tenant.

6.4.2 Tenant's exercise of its rights under this Section 6.4 are in addition to any other remedies it may have under this Lease.

ARTICLE 7 CONSTRUCTION AND OPERATION OF BILLBOARD

Subject to any required permits and approvals, Tenant shall design, construct, maintain and operate the Billboard on the Premises in accordance with the provisions of this Lease. Upon completion of the Billboard, Tenant shall provide City with a complete set of as-built drawings.

7.1 Permitting Costs

Tenant will bear the costs associated with obtaining the Caltrans Permits and costs related to all other permitting and entitlements which are required for the construction and operation of the Billboard, including obtaining any municipal and local permits described in Section 7.4 below for the design, construction, and maintenance of the Billboard and the Premises and any environmental review of the Premises.

7.2 Plans and Specifications

At no cost to City, Tenant shall prepare complete plans and specifications for the construction of the Billboard consistent with Exhibit C to this Lease, working closely with City to develop plans and specifications that are mutually acceptable (the "Plans"). Tenant shall submit the Plans to City for final approval, which City will not unreasonably withhold, condition or delay. The Billboard shall be designed to comply with all applicable state, county, and City codes and regulations.

7.3 Caltrans Permits

Tenant is responsible for ensuring that the Billboard complies with all requirements of California's Outdoor Advertising Act and Regulations if Caltrans determines that the Premises fall within the scope of such law. As soon as practicable after the Effective Date (and, in any event, within thirty (30) days after the Effective Date), Tenant shall engage in discussions with

Caltrans to negotiate a Billboard Relocation Agreement that is mutually agreeable to both Tenant and Caltrans which will permit Tenant to seek all Caltrans Permits required in connection with the construction and operation of the Billboard contemplated by this Lease. Tenant agrees that upon request by the City, Tenant will provide updates and any reasonably requested documentation relating to the negotiations with Caltrans for the Caltrans Permits and any status on the issuance of the Caltrans Permits. During the Term, Tenant shall perform all obligations under the Caltrans Permits at no cost to City. Tenant shall have twelve (12) months from the Effective Date to obtain the Caltrans Permits. If Tenant has not received the Caltrans Permits at the end of such twelve (12) month period, and provided that Tenant has diligently pursued the Caltrans Permits, City must provide Tenant an extension of an additional six (6) months to obtain the Caltrans Permits. If, following such additional six (6) month extension period, Tenant is still unable to obtain the Caltrans Permits, either the City or Tenant can agree to another extension of time or terminate this Lease.

7.4 City Permits

Prior to starting construction, Tenant shall apply for all City Permits for the Billboard. City will diligently process Tenant's applications for the City Permits. This Lease does not commit City in advance to approve City Permits; and this Lease does not constrain City's discretion, acting as a government, with respect to City Permits specifically or to the Billboard generally, and nothing contained herein will be construed to mean that City is agreeing or has agreed to exercise its discretionary authority in support of any approvals or entitlements that may be required to construct the Billboard. Moreover, this License shall not limit the scope or affect the discretion of City to review CEQA documents and impose mitigation measures, alter a project, or deny a project in consideration of adverse environmental impacts. As of the Effective Date, this Lease shall constitute the Agreement required for the placement, construction, and operation of an electronic billboard within the City pursuant to Bell Gardens Municipal Code Section 9.40.065(B)(2).

7.5 Construction; Prevailing Wages

Tenant shall begin design process and permitting process for the Billboard as soon as practicable after the Effective Date and shall diligently pursue construction to completion without unnecessary interruption so that the Billboard is Operational by the on hundredth fiftieth (150th) day after the date on which all permits and approvals that Tenant and City shall obtain from all applicable governmental authorities to renovate, operate, and maintain the Billboard in accordance with this Lease are obtained. Tenant will be excused, however, for any delays in beginning or completing construction that are caused by a Force Majeure Event, as defined in Section 13.5. Tenant shall use reasonable diligence to avoid such delays and to resume work as promptly as possible after such a delay.

The parties agree that any "construction, alteration, demolition, installation, or repair work" ("Improvement Work") shall comply with applicable prevailing wage policies as set forth in California Labor Code section 1720 *et seq.*, any applicable federal law and applicable regulations thereto ("Prevailing Wage Laws"). Tenant shall defend, indemnify and hold harmless City and its officers, officials, employees, volunteers and agents from any claims arising out of or in any way connected to Tenant's obligations regarding compliance with Prevailing Wage Laws.

7.6 Maintenance

Tenant shall be responsible for all the on-going repair, maintenance, installation, and operation costs of the Billboard, the Sign Structure, and related improvements on the Premises at no cost to the City. Tenant shall also be responsible for the prompt removal of any graffiti from the Billboard or Sign Structure within 48 hours of receiving notice of the graffiti.

7.7 ~~Intentionally Omitted~~ Removed Billboards

City and Tenant acknowledge and agree that Tenant will permanently remove the Removed Billboards within one hundred eighty (180) days after Tenant receives all required permits ("Permits"). City and Tenant agree that Tenant may toll the demolition and removal of the Removed Billboards in the event that there is a legal challenge to this Agreement or to any Permit. The tolling period shall last until the date upon which any legal challenge is resolved such that Tenant may proceed with construction and operation of the Billboard, unless this Lease is otherwise terminated as set forth in Article 8 of this Agreement, in which case the obligation to demolish and remove the Removed Billboards shall become null and void. Tenant hereby acknowledges and agrees that no claim for relocation or removal arising under California Government Code Section 7260 or other applicable law shall be submitted to City with respect to the Removed Billboards.

7.8 Damage or Destruction to the Billboard

This Lease will continue in full effect if the Billboard is substantially damaged or destroyed in whole or part by any cause whether or not covered by the fire-and-casualty insurance the City maintains, subject to the following:

7.8.1 The Rent thereafter due under this Lease will abate from the date of the casualty until the repair or replacement of the Billboard is completed.

7.8.2 The City and Tenant will mutually agree upon the repair or replacement of the Billboard, which such repair or replacement will use any proceeds of insurance maintained by the City or otherwise at the expense of the City. In connection with any election to repair the casualty, Tenant and the City will promptly apply for, and diligently pursue the issuance of, any permits or approvals needed to repair or replace the Billboard. Within 30 days after obtaining the necessary permits and approvals, the party which will perform such repair or replacement will begin work to repair or replace the Billboard and diligently pursue the completion thereof. If the City decides not to repair or restore the Billboard, then this Lease will terminate upon the date the City provides notice to Tenant of such termination.

7.8.3 In the event of any damage or destruction which is covered by insurance, the City will promptly make proof of loss and proceed promptly to collect, or cause to be collected, all valid claims which the City may have against insurers or others based upon any such damage or destruction. Except as otherwise provided above, amounts received on account of any losses pursuant to insurance policies shall be used and expended for the purpose of fully repairing or reconstructing the portions of the Billboard which has been destroyed or damaged.

7.8.4 Notwithstanding anything herein to the contrary, if (a) the cost to repair or replace the damage or destruction of the Billboard exceeds 50% of its fair-market

value immediately before it is damaged or destroyed; and (b) the damage or destruction occurs during the last five (5) years of the Term, then the City may terminate this Lease upon written notice to Tenant without penalty.

7.9 Utilities

At no cost to City, Tenant shall provide and pay for all utility connections, utility equipment, and utility service required to construct, operate, maintain, repair, improve, or reposition the Billboard throughout the Term (provided that City will pay for all such costs and expenses in connection with the construction and operation of the City's Telecommunication Facilities, if applicable). Tenant shall coordinate with City and the applicable utility companies for utility tie-ins and electrical power sources that Tenant may need to construct and operate the Billboard.

7.10 Advertising

7.10.1 The Billboard is not intended to provide a general public forum for purposes of communication, but rather to make use of property held by the City in a proprietary capacity in order to generate revenue.

7.10.2 Except for any advertising or messages displayed on the Billboard at the request of the City (subject to the terms of this Lease), all advertising to be displayed on the Billboard shall be strictly "commercial advertising." As used in this Lease, "commercial advertising" means advertising for a commercial or industry business, product, good, service, or other commercial or industrial activity for a commercial or industrial purpose. In addition to the general limitation on Billboard advertising to strictly commercial advertising, Tenant may not display any message that:

- a) is inherently false, misleading, or libelous (*i.e.*, speech that is incapable of being presented in a manner that is not misleading);
- b) promotes the sale or use of firearms, tobacco products, or marijuana, whether directly or indirectly;
- c) promotes the sale or use of alcoholic beverages unless approved in writing by the City Manager and not directed to minors in any manner;
- d) promotes gaming establishments located outside the City of Bell Gardens;
- e) promotes adult entertainment, products, conventions, events, or websites;
- f) contains "obscene matter," as that term is defined in local, California or federal law, including but not limited to any statements or words of an obscene, indecent or immoral character, or any picture or illustration of any human figure in such detail as to offend public morals or decency or

any other matter or thing of an obscene, indecent or immoral character;

- g) contains any “political advertising,” which means advertising that promotes or opposes any candidate for public office or promotes or opposes a ballot measure, referendum, bond issue, or any federal, state or local legislation, regulation, or other discretionary action;
- h) contains language that presents a clear-and-present danger of causing riot, disorder, or other imminent threat to public safety, peace, or order;
- i) promotes any product, service or activity illegal under federal, state, or local law.

7.10.3 Tenant shall, within 48 hours after written demand from City, at Tenant’s risk and expense, remove any advertising material or message that does not comply with the advertising criteria set forth in this section, and which is not being disputed by Tenant. If Tenant fails to promptly cause the removal of such advertising, City may (but is not required to), without further process of law, cause the removal of the advertising. Tenant shall reimburse City’s costs of such actions upon demand and will bear the risk of any damage to the Billboard resulting from such actions. City may exercise such remedies without prejudice to any other remedies it may be entitled to exercise under this Lease, at law or in equity.

7.10.4 Tenant agrees to ensure that businesses or organizations located within the City or residents of the City will be able to purchase advertising on the Billboard in such manner and at such rates as offered to businesses, organizations or persons located or residing outside of the City and that it will not permit any exclusivity contracts or arrangements with advertisers that would violate this covenant.

7.11 Removal of Billboard

7.11.1 Tenant shall be responsible for the removal of the Billboard and Sign Structure, and other improvements from the Premises and restore the Premises to its condition immediately prior to the date that City delivered control of the Premises to Tenant (reasonable wear and tear, damage or destruction by the acts of God beyond the control of Tenant, and damage caused by parties other than Tenant (and its employees and contractors) excepted), at the expiration of the Term of this Lease, unless the City waives Tenant’s removal obligation in writing. In the event this Lease is otherwise terminated or cancelled prior to the expiration of the Term or the Extended Term (if applicable), the Tenant shall remove the Billboard and other improvements installed by Tenant from the Premises and restore the Premises to its condition immediately prior to the date that City delivered control of the Premises to Tenant (reasonable wear and tear, damage or destruction by the acts of God beyond the control of Tenant, and damage caused by parties other than Tenant (and its employees and contractors) excepted), unless the City waives Tenant’s removal obligation in writing. Tenant shall cause the removal as required under this Section 7.11 within 30 days from the end of the Term or from the date of early termination, whichever the case may be. Notwithstanding anything to the contrary set forth in this Lease, Tenant shall have no obligation to remove the footings of the Billboard from the Premises.

7.11.2 If Tenant does not timely remove the Billboard and other improvements as required by this Section, City may, but shall not be required to, remove or cause the removal of the Billboard, Sign Structure, and other improvements on the Premises at Tenant's expense. Tenant shall reimburse City within thirty (30) days of receipt of an itemized accounting of the cost for such removal.

7.11.3 City and Tenant acknowledge and agree that Tenant shall be the exclusive owner and operator of the Billboard, and that all equipment comprising the Billboard shall remain the personal property of Tenant and shall not become fixtures of the Property and City shall have no right, title or interest in the Billboard or any component of the Billboard, notwithstanding the manner in which the Billboard is or may be physically attached, mounted or adhered to the Property.

7.12 Compliance with Law

During the Term and while removing the Billboard after the Term in accordance with Section 7.11, Tenant, at no cost to City, shall comply with all valid and applicable statutes, ordinances, regulations, rules, and orders that concern Tenant's use and occupancy of the Premises and the Billboard and are enacted or issued by any federal, state, or local governmental entity with jurisdiction over the Premises or the Billboard (including City) whether enacted or issued before, on, or after the Effective Date.

ARTICLE 8 EVENTS OF DEFAULT; EARLY TERMINATION.

8.1 Defaults by Tenant

Tenant will be in default under this Lease upon occurrence of any of the following:

8.1.1 Tenant is at any time in default in the payment of Rent or any other monetary sum called for by this Lease for more than 30 days following written notice from City to Tenant; or

8.1.2 Tenant is at any time in default in the keeping and performing of any of its other covenants or agreements herein contained, and should such other default continue for 30 days after written notice thereof from City to Tenant specifying the particulars of such default, or if such other default is of a nature that curing such default will take more than 30 days Tenant has failed to commence such cure within such 30 day period and to thereafter diligently pursue completion of such cure; or

8.1.3 Tenant violates Section 13.2 of this Lease; or

8.1.4 Tenant abandons and ceases to use the Premises following 30 days' notice and Tenant's failure to cure; or

8.1.5 The Billboard is not Operational by the one (1) year anniversary of the later to occur of the date when (a) Tenant receives approval from Caltrans for the Caltrans Permits, and (b) all other approvals, permits and entitlements (including the City Permits and any review under the California Environmental Quality Act) for construction and other work related to the Billboard have been issued.

8.2 City's Remedies for Default by Tenant

Upon the occurrence and during the continuance of any such default, in addition to any and all other rights or remedies of City hereunder, or by law or in equity provided, City will have the sole option to exercise the following rights and remedies:

8.2.1 Without prejudice to its other remedies at law or in equity, City may terminate this Lease, at any time and in its sole discretion, effective 30 days after City gives Tenant written notice of termination.

8.2.2 City may exercise all rights of entry or reentry upon the Premises, including but not limited to the right to remove any Signs on the Premises and if City requests Tenant to do so and Tenant fails to do so; the right to relet the Premises as the City determines in its sole discretion; and the forfeiture of any of Tenant's property on the Premises.

8.2.3 Anything in this Lease to the contrary notwithstanding, neither City nor Tenant shall be liable to other under or in connection with this Lease for any consequential or punitive damages and each party waives, to the full extent permitted by applicable laws, any claim for consequential or punitive damages, and any claim for loss of business or profits.

8.3 Intentionally omitted.

8.4 City Remedies Cumulative

Each right and remedy of City provided for herein or now or hereafter existing at law or in equity, by statute or otherwise will be cumulative and will not preclude City from exercising any other rights or remedies provided for in this Lease or now or hereafter existing at Law or in equity, by statute or otherwise. No payment by Tenant of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment of Rent will be deemed an accord and satisfaction of full payment of Rent; and City may accept such payment without prejudice to City's right to recover the balance of such Rent or to pursue other remedies.

8.5 Default by City

City will not be in default under this Lease unless City fails to perform obligations required of City within 30 days after written notice is delivered by Tenant to City specifying the obligation which City has failed to perform; provided, however, that if the nature of City's obligation is such that more than 30 days are required for performance, then City will not be in default if City commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. All obligations of City hereunder will be construed as covenants, not conditions.

8.6 Tenant's Remedies for Default by City

If the City is in default under this Lease beyond any applicable cure period, Tenant's exclusive remedies will be an action for specific performance or injunctive relief. Tenant also waives the benefit of any laws granting it the right to perform any City obligation or the right to place a lien upon the property of City and/or upon Rent due City, or withhold Rent on account

of any City default.

8.7 Tenant's Early Termination Rights

Tenant may terminate this Lease effective 30 days after Tenant gives the City written notice of termination, if any of the following circumstances occur:

8.7.1 The view of the Billboard's display area from the portion of Interstate Highway 710 adjacent to the Premises is materially obstructed, and Tenant did not cause the obstruction.

8.7.2 Tenant cannot safely use the Premises to renovate, operate, maintain, repair, or improve the Billboard because of a non-remediable condition, and Tenant did not cause the condition.

8.7.3 There is a material diversion of traffic from, or a material reduction or change in the directional flow of traffic on, the portion of Interstate Highway 710 adjacent to the Premises, and the diversion or disruption continues uninterrupted for at least 24 consecutive months.

8.7.4 Through no fault of its own, Tenant cannot obtain or maintain the governmental permits required to construct, operate, maintain, repair, or improve the Billboard, including the Caltrans Permits and the City Permits, or there is a legal challenge to such permits and approvals, including, but not limited to, any challenges under the California Environmental Quality Act, and Tenant elects, in its sole discretion, not to oppose such challenges, Tenant may withdraw its applications for approval and terminate this Lease.

8.7.5 Use of the Billboard for its intended purpose is prevented or limited by law, or Tenant is required by any court or other governmental entity, for reasons other than eminent domain, to remove the Billboard from the Premises.

8.7.6 Tenant is unable to obtain or maintain any utilities required to operate the Billboard through no fault of its own.

8.7.7 The City is in default under Section 8.5.

8.7.8 Any events giving rise to Tenant's rights to terminate pursuant to Section 7.12.

8.8 Tenant's Right To Renegotiation

If any of the circumstances identified in Section 8.7 occurs, then, at its discretion and in lieu of termination, Tenant may request that the City negotiate a reduction in the Rent to an amount that reasonably reflects the diminished value of the Billboard to Tenant, and on receiving the request the City will negotiate in good faith with Tenant. The City is not required, however, to agree on a reduction in Rent.

8.9 No Relocation Benefits.

It is agreed that nothing contained in this Lease shall give Tenant any right to occupy

the Premises at any time after the expiration of the term of this Lease or its earlier termination. Tenant agrees that its use of Property or this Lease shall not entitle Tenant to any relocation benefits from City pursuant to any federal, state or local law and waives any such claim against City.

ARTICLE 9 TAXES

Tenant shall pay without abatement, deduction, or offset any income taxes or possessory interest taxes levied on or assessed against the Billboard located on the Premises, Tenant's equipment, fixtures, and personal property located on or in the Premises, which are directly attributable to this Lease or Tenant's use of the Premises, whether belonging, owned, or chargeable against the City. Tenant shall make all such payments directly to the charging authority prior to delinquency and before any fine, interest, or penalty becomes due or is imposed for Tenant's non-payment. Following prior request by City, Tenant shall provide City with proof of payment of such tax.

ARTICLE 10 EMINENT DOMAIN

10.1 Definitions

For the purposes of this Article 10, the following definitions will apply:

(a) "Condemning Entity" means any entity that by law may exercise the power of eminent domain to acquire possession of, and title to, any of the following: the Billboard, the entire Premises, or an Essential Part of the Premises.

(b) "Essential Part of the Premises" means any portion of the Premises that is reasonably necessary for operating, maintaining, repairing, or improving the Billboard in accordance with this Lease.

10.2 Termination Events

This Lease will terminate if a Condemning Entity acquires the Billboard, the entire Premises, or an Essential Part of the Premises:

(a) by using the power of eminent domain; or

(b) through negotiations under the threat of using the power of eminent domain.

10.3 Termination Date; Rent Refund; Caltrans Permits

Termination under this Article 10 will occur on the date the Condemning Entity obtains possession of, or title to, the Billboard, the entire Premises, or the Essential Part of the Premises, whichever occurs first. Within 15 business days after the termination date, City shall:

(a) refund to Tenant any pre-paid Rent for the unexpired portion of the Term;

(b) relinquish any interest it may have in the Caltrans Permits and execute any documents needed to confirm that Tenant is the sole owner of the Caltrans Permits; and

(c) if the same occurs during the first ten (10) years of this Lease (and City has exercised its power of eminent domain), reimburse Tenant for the unamortized portion (amortized over the Initial Term) of the one-time payment my by Tenant to City pursuant to Section 5.2.4 above.

10.4 Compensation

If termination occurs under this Article 10, then Tenant and City may each independently seek to recover from the Condemning Entity all compensation and other remedies provided by law for the interests taken from them; however, City may not seek or recover compensation for Tenant's lost interests, and Tenant may not seek or recover compensation for City's lost interests.

ARTICLE 11 INDEMNIFICATION

11.1 Definitions

For the purposes of this Article 11, the following definitions will apply:

11.1.1 "Person" is to be interpreted broadly and includes Tenant and Tenant's directors, officers, employees, contractors, and agents; and City and City's elected officials, officers, employees, contractors, and agents.

11.1.2 "Liabilities" means all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final resolution on appeal) that arise directly or indirectly from Tenant's possession or use of the Premises.

11.1.3 "Occurrence" means (A) the death of, or injury to, any Person; and (B) damage to, or destruction of, any real property, personal property (including intellectual property), or the environment (broadly interpreted to include the air, soil, soil vapor, surface water, groundwater, flora, and fauna on or about the Premises).

11.2 General Indemnity

Except to the extent claims are caused by the sole negligence or willful misconduct of the City and its employees, agents and contractors, and not waived by Tenant pursuant to Section 11.6 below, Tenant shall indemnify, protect, defend, and hold harmless City and its elected officials, officers, employees, volunteers, lenders, agents, and representatives and each of their successors and assigns from and against any and all third party claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all reasonable out-of-pocket costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (a) any Tenant default under this Lease (including in the performance or non-performance of any obligation on Tenant's part to be performed under the terms of this Lease); (b) Tenant's performance of the design and construction of the Billboard; (c) Tenant's or Tenant's representatives or agents use of the Premises, the Billboard, any portion thereof, or any

improvements thereon, the conduct of Tenant's business or any activity, work or thing done, permitted or suffered by Tenant or its representatives or agents in or about the Premises or any portion thereof, or any improvements thereon, except that with regard to the presence of Hazardous Materials, the Premises or any improvements thereon, Tenant will not be responsible for conditions that existed prior to the date that City delivers exclusive control of the Premises to Tenant and, whether prior to the Effective Date or not, were not caused by Tenant or its authorized representatives; and (d) any grossly negligent or willful act, error or omission of Tenant or its representatives or agents in or about the Billboard, any portion thereof, or any improvements thereon (collectively, "Indemnification"). Tenant shall provide such Indemnification by and through counsel reasonably approved by City. Without limiting the foregoing, Tenant's obligation under this section includes Liabilities arising from any of the following:

(a) Any Occurrence that is caused by, or related in any way to, a verbal or nonverbal display on the Billboard.

(b) Tenant's failure to perform any provision of this Lease due to no fault of City, to comply with any requirement of law applicable to Tenant, or to fulfill any requirement imposed by any governmental entity (including City when acting as a government) on Tenant or on Tenant's use of the Premises.

(c) Any claim that Tenant's policies with respect to the allocation of advertising time violate any person's or persons' First Amendment rights.

(d) Any Occurrence caused or allegedly caused by (i) any condition of the Premises created by Tenant or by any Person on the Premises with Tenant's permission; or (ii) some act or omission on the Premises by Tenant or by any Person on the Premises with Tenant's permission.

Notwithstanding anything in this Section 11.2, the Indemnification shall not cover Liabilities arising where a third party challenges the City's restrictions on advertising, as provided for in Section 7.10. If a third party specifically challenges Tenant's compliance with the express restrictions in Section 7.10, the City's indemnity is conditioned on the following events: (1) the City shall promptly notify Tenant of messaging perceived to violate Section 7.10 restriction (the "Offending Message"); (2) Tenant shall confer in good faith regarding the City's concerns about the Offending Message; and (3) if the City's concerns are reasonable, the City and Tenant shall modify or replace the Offending Message.

Tenant agrees that its obligation under this Section 11.2, includes the reasonable costs of attorney fees incurred by City's City Attorney's Office to monitor and consult with Tenant regarding the defense of any such Liabilities, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep litigation costs to a reasonable minimum. Tenant further acknowledges and agrees that settlement of any Liabilities requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Tenant is financially able (based on demonstrated assets) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Lease.

11.3 Hazardous Materials

Except to the extent caused by City's negligence or willful misconduct, caused by a third party or with regard to the presence of Hazardous Materials on the Premises as of the date City delivers exclusive control of the Premises to Tenant, Tenant shall indemnify, defend and hold City harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including attorneys' fees and expenses and consultant fees and expenses) caused or alleged to have been caused by Tenant's use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials in violation of Tenant's obligations under this Lease, whether such claims, causes of action or liabilities are first asserted during the Term or thereafter, and including claims made against City with respect to bodily injury, death or property damage sustained by third parties caused or alleged to have been caused by Tenant's use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials. For the purposes of clarification, the indemnity contained in this Section 11.3 (a) will be the sole indemnity Tenant provides to the City with respect to Hazardous Materials and (b) Tenant will not be responsible for nor indemnifies the City for any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses with respect to Hazardous Materials which do not directly result from Tenant's use, storage, handling, treatment, generation, presence, discharge or release of Hazardous Materials in violation of Tenant's obligations under this Lease.

11.4 Intentionally omitted

11.5 Not a Construction Contract

This Lease is not intended nor will it be construed to be a construction contract. To the extent this Lease is construed by a court of law to be a construction contract, all indemnity obligations construed to be related to construction contracts will be read as if including the carve out "except to the extent claims are caused by the sole or active negligence or willful misconduct of the indemnified party."

11.6 Exemption of City from Liability

Tenant, as a material part of the consideration to City, hereby assumes all risk of damage to its property (including any personal property and the Billboard), and injury to or death of Tenant's employees, agents or contractors in, upon or about the Billboard or the Premises, any portion thereof, or any improvements thereon, arising from any cause, and Tenant hereby waives all claims in respect thereof against City, except to the extent such claims are caused by City's sole negligence or willful misconduct. Tenant hereby agrees that City will not be liable for injury to Tenant's business or any loss of income therefrom or for damage to its personal property, or injury to or death of Tenant, its representatives, or agents, whether such damage or injury is caused by fire, electricity, gas, water or rain, or from the breakage, leakage or other defects of wires, or lighting fixtures, or from any other cause, whether such damage or injury results from conditions arising within or about the Billboard or the Premises, any portion thereof, or any improvements thereon or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except damage or injury caused solely by City's sole negligence or willful misconduct. City will not be liable for any damages arising from any act or neglect of any other tenant or occupant, if any, of the Premises, any portion thereof, or any improvements thereon not owned by the City, or City's failure to enforce the terms of any

agreements with parties other than Tenant.

11.7 Survival

Each party's obligations under this Article 11 will survive expiration or termination of this Lease for a period of three (3) years following termination.

ARTICLE 12 INSURANCE

12.1 Types of Policies

During the Term and, if Tenant is removing the Billboard pursuant to Section 7.11, during Tenant's removal of the Billboard in accordance with Section 7.11, at no cost to City except as otherwise contemplated by this Lease, Tenant shall procure and maintain the forms and amounts of insurance covering Tenant's possession and use of the Premises set forth in section 12.1(a) and (b) below ("Tenant's Insurance"). Such insurance shall be primary to and not contributing with any other insurance, self-insurance or joint self-insurance maintained by City, and shall name the City as an additional insured.

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate, providing coverage for blanket contractual liability (including Tenant's indemnification obligations under this Lease), premises liability, products and completed operations liability, broad form property damage, and bodily injury (including wrongful death) and advertising injury coverage.

(b) Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance, if required by law, which complies with all applicable state statutes and regulatory requirements, and employer's liability insurance coverage in statutory amounts. Tenant shall also require any contractor utilized to perform any services or work at the Premises pursuant to this Lease to maintain such workers' compensation insurance and provide proof of such insurance prior to commencing any services or work at the Premises.

(c) Premises Insurance. The City will maintain property insurance (at no cost to Tenant), including fire and extended coverage, sprinkler leakage, vandalism and malicious mischief coverage, insuring the Billboard for its full replacement value against damage or destruction by fire or by any of the perils commonly covered under the standard extended-coverage endorsement to fire-insurance policies issued on real property in the County of Los Angeles or memorandum of coverage issued by the California Joint Powers Insurance Authority providing reasonable proof of insurance in accordance with this Section. In addition, during construction of the Billboard, the policy will include coverage for course of construction, vandalism, and malicious mischief and insure the Billboard and all materials delivered to the Premises for their full insurable value. Tenant agrees to make commercially reasonable efforts to investigate, and, if reasonable, obtain insurance coverage similar to property insurance insuring all of Tenant's activities as an operator of the Billboard and not as an owner. If Tenant obtains such insurance, it will be in addition to and not in lieu of any property insurance maintained by the City with respect to the Billboard and the Premises.

(d) Other Insurance. Any other form or forms of insurance as City may reasonably require from time to time, in form, amounts and for insurance risks against which a

prudent tenant would protect itself, but only to the extent such risks and amounts are available in the insurance market at commercially reasonable costs.

12.2 Insurer Qualifications

Tenant's Insurance shall be written by companies licensed to do business in California and having a "General Policyholders Rating" of at least A-/ VII (or such higher rating as may be required by a lender having a lien on the Tenant's leasehold interest) as set forth in the most current issue of "Best's Insurance Guide."

12.3 Certificates of Insurance

Tenant shall deliver to City certificates of insurance for Tenant's Insurance, in the form of the ACORD standard certificate of insurance, with the execution of the Lease. Prior to expiration of the policy, Tenant will furnish City with certificates of renewal or "binders" thereof. Each certificate shall, if standard insurance industry practice, expressly provide that such casualty policies must not be cancelable or otherwise subject to modification except after 30 days' prior written notice to the parties named as additional insureds as required in this Lease. If Tenant fails to maintain any insurance required in this Lease, Tenant shall be liable for all losses and costs resulting from such failure.

12.4 Notice

Each of the policies shall endeavor to require the insurer to give City at least 30 days' advance written notice before the policy is cancelled or materially changed.

12.5 Other Requirements

The general-liability policy shall:

(a) name City and City's elected officials, officers, employees, and agents as additional insureds, which endorsement will be on form CG 20 11 01 96 or an equivalent form as reasonably approved by the City;

(b) provide that Tenant's insurance coverage is primary insurance with respect to City and City's elected officials, officers, employees, and agents to the extent they are additional insureds;

(c) any umbrella liability policy or excess liability policy shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. The limits of Tenant's Insurance will not limit Tenant's liability under this Lease;

(d) provide that Tenant's insurance applies separately to each insured against whom a claim is made or a suit brought, except with respect to the applicable policy limits;

(e) provide that City's insurance and self-insurance are in excess of Tenant's insurance and will not contribute with it; and

(f) waive any right to recover against City for claims for damages to Tenant's personal property to the extent covered (or required by this Lease to be covered) by

Tenant's Insurance. This provision is intended to waive fully, and for the benefit of City, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by Tenant pursuant to this Lease shall include a waiver of subrogation endorsement attached to the certificate of insurance.

12.6 Notification of Incidents

Tenant shall endeavor to notify City within forty-eight (48) hours after Tenant has actual knowledge of the occurrence of any accident or event on or about the Billboard, the Premises, any portion thereof, or any improvements thereon and which Tenant actually determines could give rise to a claim against City, City's insurance, Tenant, or Tenant's Insurance, except that Tenant will not be so obligated with respect to any accident or event which could give rise to a claim under Tenant's workers' compensation insurance. Tenant's notice shall be accompanied by a copy of any report(s) relating to such accident or event.

12.7 No Limit on Indemnification

Nothing in this Article 12 limits Tenant's obligations under Article 11.

ARTICLE 13 MISCELLANEOUS

13.1 Notices

Any notice or other communication to be given under this Lease shall be in writing and will be considered properly given and effective only when addressed to the persons identified below and (i) mailed postage prepaid by certified or registered mail, return receipt requested, or (ii) delivered by personal or courier delivery, or (iii) sent by facsimile (immediately followed by one of the preceding methods). Notices or communications will be deemed served upon the earlier of receipt or three (3) days after the date of mailing. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this Section 13.1.

If to City:

City of Bell Gardens
7100 Garfield Avenue
Bell Gardens, CA 90201
Attn: City Manager
Telephone: 562-806-7702
Facsimile: 562-806-7709

With a copy to: City Attorney

Arnold M. Alvarez-Glasman
13181 Crossroads Pkwy. North
Suite 400 – West Tower
Industry, CA 91746
Telephone: 562-699-5500
Facsimile: 562-692-2244

If to Tenant:

OUTFRONT MEDIA, LLC
Collin Smith
1731 Workman Street
Los Angeles, CA 90031
Email: collin.smith@outfrontmedia.com
Telephone: 323-276-7308

13.2 Assignments and Subleases

Except as set forth in this Lease, Tenant may not assign or otherwise transfer this Lease or any interest herein, and this Lease is not assignable by operation of law (except as set forth in this Section 13.2), without the City's prior written consent. City shall respond in writing within 30 days of receipt of any request by Tenant for an assignment of this Lease. An assignment or transfer of this Lease does not occur, for purposes of this Section 13.2, if Tenant merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, or if Tenant sells all or substantially all of its assets or if Tenant changes its name. Tenant may assign this Lease, without the prior written consent of City, to any entity (i) controlled by, controlling, or under common control with Tenant. Any assignee of this Lease which requires approval of the City and which is approved by City shall provide City with an assignment and assumption of this Lease in a form reasonably acceptable to City's City Attorney prior to the effective date of such assignment. Tenant may not sublease the Premises or any part of the Premises, or the Billboard or any part of the Billboard, without City's prior written consent, which City may withhold or condition in the City's sole and absolute discretion. Upon the assignment of this Lease in accordance with this Section 13.2, Tenant will be forever released of all obligations accruing after the date of the transfer. Any assignment, transfer, or sublease made contrary to this section will be null and void.

13.3 Successors and Assigns

Subject to the restrictions set forth herein, each of the terms, covenants and conditions of this Lease will extend to and be binding on and will inure to the benefit of not only City and Tenant, but to each of their respective heirs, administrators, executors, successors and assigns. Whenever in this Lease reference is made to either City or Tenant, the reference will be deemed to include, wherever applicable, the heirs, administrators, executors, successors and assigns of such parties, the same as if in every case expressed.

13.4 City's Right to Enter and Inspect the Premises

City and its authorized representatives will have the right to enter upon and inspect the Premises at reasonable times (and on no less than forty-eight (48) hours notice) to determine Tenant's compliance with this Lease.

13.5 Force Majeure

13.5.1 “Force Majeure Event” means a cause of delay that is not the fault of the party who is required to perform under this Lease and is beyond that party’s reasonable control, including the elements (including floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding City) or that entity’s agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.

13.5.2 Except as otherwise expressly provided in this Lease, if the performance of any act required by this Lease to be performed by either City or Tenant is prevented or delayed because of a Force Majeure Event, then the time for performance will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. An extension of time for any such Force Majeure Event will be for the period of the enforced delay and will commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Lease may also be extended in writing by the mutual agreement of City and Tenant.

13.5.3 This Section 13.5 does not excuse (A) Tenant’s obligation to pay Rent when due and payable; or (B) either party’s obligation to perform an act when performance is rendered difficult or impossible solely because of that party’s financial condition. Tenant expressly agrees that adverse changes in economic conditions, either of Tenant specifically or the economy generally, changes in market conditions or demand, and/or Tenant’s inability to sell advertising time on the Billboard or other lack of funding, or to complete the construction of the Billboard will not constitute grounds of enforced delay pursuant to this Section 13.5. Tenant expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

13.6 Waiver of Breach

A party’s failure to insist on strict performance of this Lease or to exercise any right or remedy upon the other party’s breach of this Lease will not constitute a waiver of the performance, right, or remedy. A party’s waiver of the other party’s breach of any provision in this Lease will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving party.

13.7 Relationship of the Parties; Not Third-Party Beneficiaries

This Lease does not create any relationship or association between City and Tenant other than that of landlord and tenant, and it is expressly understood and agreed that City does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant’s business or otherwise; nor does this Lease create between City and Tenant the relationship of principal and agent.

The parties do not intend to create any third-party beneficiaries to the Lease.

13.8 Attorney's Fees

In the event that any action is brought by either party as against the other party for the enforcement or declaration of any right or remedy in or under this Lease or for the breach of any covenant or condition of this Lease, the prevailing party will be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court including, but not limited to, reasonable attorneys' fees.

13.9 Severability

If any term, provision, condition or covenant of this Lease or its application to any party or circumstances is held, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, will not be affected, and will be valid and enforceable to the fullest extent permitted by Law.

13.10 Memorandum of Lease

City will record with the County Recorder's Office a memorandum of this Lease in the form attached as Exhibit DE promptly after the execution of this Lease.

13.11 Further Assurances

Each party will execute all additional documents or instruments and take all necessary action that either party reasonably considers necessary to carry out the proper purposes of this Lease.

13.12 Estoppel Certificates

Either party shall, from time to time during the Term upon not less than 20 days' prior written notice from the other party, execute, acknowledge and deliver to the other party, or such persons or entities designated by such other party, a statement in writing certifying: (a) the Effective Date and Expiration Date of this Lease as well as the Operational Date of the Billboard, (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (c) that there are no defaults under this Lease (or if so, specifying the same), (d) the dates, if any, to which the Monthly Rent has been paid, and (e) any other information that may be reasonably required by any such persons or entities. Any such certificate delivered pursuant to the provisions hereof may be relied upon by the other party or any prospective purchaser or encumbrancer of its estate. The City Manager will be authorized to execute, acknowledge and deliver any such certificate on behalf of City.

13.13 Time of Essence

Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Lease.

13.14 Interpretation

This Lease will be interpreted as though prepared jointly by both parties.

13.15 Integration and Modification

Exhibits A, B, C and D are expressly incorporated into and form a part of this Lease. This Lease constitutes the entire agreement between the parties and there are no conditions, representations or agreements regarding the matters covered by this Lease which are not expressed herein. It supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by another written agreement signed by both parties. City and Tenant agree to mutually consider reasonable requests for amendments to this Lease that may be made by either of them, provided such requests are consistent with this Lease and would not materially alter the basic business terms included in this Lease. No amendment will be effective unless in writing and signed by both parties.

13.16 Quiet Possession

So long as Tenant is not in default under this Lease and is paying the Rent and performing all of the covenants and conditions of this Lease, Tenant shall quietly have, hold and enjoy the Premises during the Term without interruption or disturbance from City or any other persons claiming by, through or under City.

13.17 Intentionally omitted

13.18 Nonliability

No member, official or employee of either party will be personally liable to the other, or any successor in interest, in the event of any default or breach by a party or for any amount which may become due to a party or its successors, or on any obligations under the terms of this Lease. Each hereby waives and releases any claim it may have against the members, officials or employees of the other party with respect to any default or breach by such party or for any amount which may become due to the non-defaulting party or its successors, or on any obligations under the terms of this Lease.

13.19 Applicable Law; Venue

The laws of the State of California, without regard to conflict of law principles, will govern the interpretation and enforcement of this Lease. Any action to enforce or interpret this Lease must be filed in the Superior Court for the County of Los Angeles, California.

13.20 Commission

Each party represents to the other that it has not been represented by any broker in connection with this Lease, and that no real estate broker's commission, finder's fee or other compensation (individually and collectively, "Commission") is due or payable. Each party agrees to indemnify and hold the other harmless from any claims or liability, including reasonable attorneys' fees, in connection with a claim by any person for a Commission based upon any statement, representation or agreement of the other party.

13.21 Counterparts

The parties agree that this Lease may be executed in counterparts, each of which will be deemed an original, and said counterparts will together constitute one and the same agreement, binding all of the parties, notwithstanding all of the parties are not signatory to the original or the same counterparts. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Lease. City and Tenant intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature.

13.22 Original Lease

For the avoidance of doubt, as of the Effective Date, Landlord and Tenant acknowledge and agree that the Original Lease (and the obligations and liabilities therein) shall be null and void and of no further force or effect, and shall be superseded in its entirety by this Lease.

—THIS SPACE INTENTIONALLY LEFT BLANK—
—SIGNATURES BEGIN ON NEXT PAGE—

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

CITY:

CITY OF BELL GARDENS, a California municipal corporation

By: _____
Name: Philip Wagner
Its: City Manager

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

—AND—

TENANT:

OUTFRONT MEDIA, LLC,
a Delaware limited liability company

By: _____
Name:
Its:

Exhibit A

Legal Description of the Premises (2-pages)

ALL THAT CERTAIN LAND SITUATED IN THE CITY OF BELL GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA LYING WITHIN PORTION OF LOT 12 OF I. HEYMAN TRACT, AS PER MAP RECORDED IN BOOK 7, PAGE 249 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 12 OF THE I. HEYMAN TRACT AS PER MAP RECORDED IN BOOK 7 AT PAGE 249 OF DEEDS, RECORDS OF SAID COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 12 OF THE I. HEYMAN TRACT, IN THE CITY OF BELL GARDENS, AS SHOWN ON THE MAP RECORDED IN BOOK 7, PAGE 249 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF CLARA STREET (60 FEET WIDE) AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED IN BOOK 4034, PAGE 215 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER, DISTANT THEREON NORTH 82°49'05" WEST 1008.60 FEET FROM THE CENTERLINE OF EASTERN AVENUE AS DESCRIBED IN THE DEED RECORDED IN BOOK 11876, PAGE 243 OF SAID OFFICIAL RECORDS;

THENCE NORTH 07°09'23" EAST 160.00 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE DESCRIBED IN THE DEED TO DEXTER L. TEETER AND WIFE RECORDED JANUARY 5, 1966 AS INSTRUMENT NO. 3173, OFFICIAL RECORDS;

THENCE NORTH 82°49'05" WEST 34.42 FEET ALONG SAID EASTERLY PROLONGATION TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN DEED TO THE CITY OF BELL GARDENS RECORDED AUGUST 12, 2016 AS INSTRUMENT NO. 20160957577, OFFICIAL RECORDS;

THENCE SOUTH 38°08'53" WEST 59.59 FEET ALONG THE EAST LINE OF SAID DEED TO THE CITY OF BELL GARDENS;

THENCE SOUTH 07°24'52" WEST, ALONG THE EAST LINE OF SAID DEED TO THE CITY OF BELL GARDENS, A DISTANCE OF 45.05 FEET TO THE SOUTHEAST CORNER OF SAID DEED TO THE CITY OF BELL GARDENS;

THENCE NORTH 51°00'58" WEST 15.65 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 11°12'07" WEST 8.66 FEET TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 32.49 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 19°40'35" EAST;

THENCE WESTERLY ALONG SAID CURVE 12.44 FEET AND THROUGH A CENTRAL ANGLE OF 21°56'24" TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.40 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 00°08'51" WEST;

THENCE WESTERLY ALONG SAID CURVE 27.81 FEET AND THROUGH A CENTRAL ANGLE OF 62°43'43" TO A NON-TANGENT LINE;

THENCE NORTH 63°40'02" WEST 14.17 FEET TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF PROPERTY IN DEED RECORDED MAY 26, 1967 AS INSTRUMENT NO. 2563, OFFICIAL RECORDS;

THENCE NORTH 21°35'42" EAST, ALONG THE WESTERLY LINE AND THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID DEED, 41.62 FEET;

THENCE SOUTH 54°00'43" EAST A DISTANCE OF 41.79 FEET TO THE **TRUE POINT OF BEGINNING.**

DESCRIPTION CONTAINS 1,048 SQUARE FEET, MORE OR LESS.

ON POINT LAND SURVEYING, INC.

PREPARED BY:



ANTHONY D. SMITH, PLS 8133

DATE: 10/19/18



BEGINNING AT A POINT ON THE NORTH LINE OF CLARA STREET, 60.00 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED IN BOOK 4034 AT PAGE 215 OF OFFICIAL RECORDS OF SAID COUNTY, DISTANCE THERON NORTH 82°49'05" WEST , 1008.60 FEET FROM THE CENTER LINE OF EASTERN AVENUE, AS DESCRIBED IN THE DEED RECORDED IN BOOK 11876 AT PAGE 243 OF SAID OFFICIAL RECORDS; THENCE N. 7°09'23" EAST, 160.00 FEET TO A POINT; THENCE NORTH 82°49'05" WEST 34.42 FEET, PARALLEL WITH THE TANGENT PORTION OF SAID NORTHLY LINE OF CLARA STREET; THENCE SOUTH 38°08'53" WEST, 59.59 FEET; THENCE SOUTH 7°24'52" WEST 45.05 FEET THE **TRUE POINT OF BEGINNING**, THAT IS, THE INTERSECTION OF THE GENERALLY NORTHEASTERLY LINE OF PARCEL 3 OF PROPOSED STATE HIGHWAY RELINQUISHMENT AS SHOWN ON MAP RECORDED IN STATE HIGHWAY MAP BOOK NO. 4 PAGE 36, IN SAID COUNTY RECORDER'S OFFICE; THENCE SOUTHESTERLY ALONG SAID GENERALLY NORTHEASTERLY LINE TO THE SOUTHERLY TERMINUS OF THAT CERTAIN LINE SHOWN ON SAID PARCEL 3 AS HAVING A BEARING OF SOUTH 48°43'47" EAST 11.92 FEET, SAID SOUTHERLY TERMINUS BEING A POINT IN THE NORTHERLY LINE OF SAID CLARA STREET.

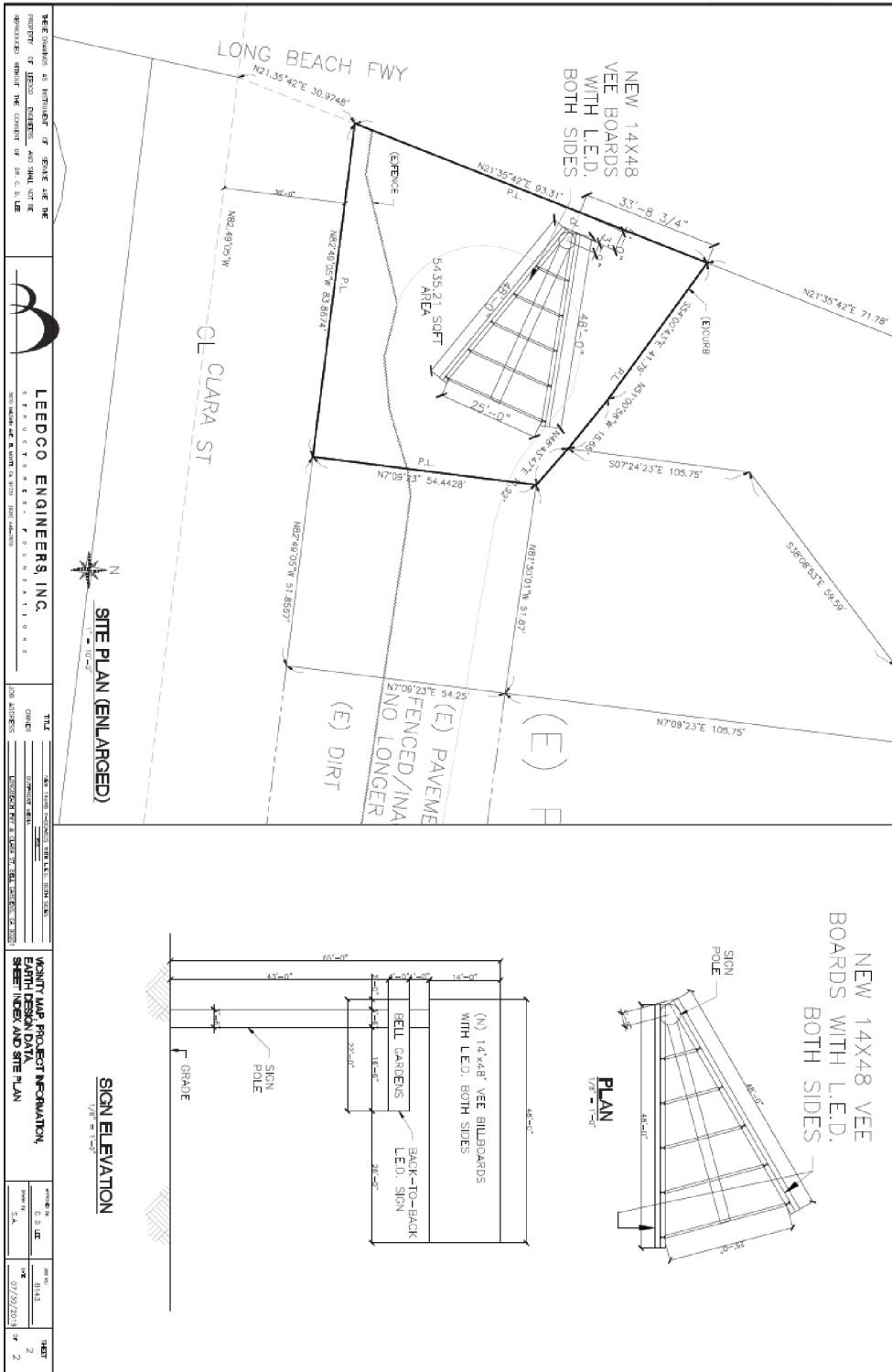
THENCE NORTH 7°09'23" EAST 54.44 FEET TO A POINT ON THE NORTH LINE OF CLARA STREET (60.00 FEET WIDE); THENCE CONTINUE WESTERLY ALONG SAID PROLONGATED NORTH LINE OF CLARA STREET 83.87 FEET TO A POINT ON THE EASTERLY EDGE OF INERSTATE 710; THENCE NORTH 21°35'42" EAST 93.30 FEET TO A POINT ALONG THE WESTERLY LINE OF SAID DEED TO THE SOUTHWESTERLY CORNER OF SAID TEETER PARCEL.

THENCE NORTH 54°00'43" WEST 41.79 FEET; THENCE CONTINUE NORTH 51°00'58" WEST 15.65 FEET TO THE **TRUE POINT OF BEGINNING**, THAT IS, SE CORNER OF INSTRUMENT 2016-0957511 O.R. RECORDED AUGUST 12, 2016.

TOTAL AREA OF THE LAND DESCRIBED ABOVE IS 5,435.21 SQUARE FOOT.

Exhibit B

Depiction of the Premises



|
|
|

Exhibit C

The Billboard

{Attached}



Exhibit C
Removed Billboards

<u>Sign #</u>	<u>Caltrans permit #</u>	<u>Location</u>	<u>Display faces/ signs (#)</u>	<u>Height (faces /signs)</u>	<u>Length (faces/ signs)</u>	<u>Advertising Area</u>	<u>Illuminated</u>
<u>1</u>	<u>35072</u>	<u>Rte. 710, PM 19.02R</u>	<u>2</u>	<u>20ft</u>	<u>60ft</u>	<u>2,400 sq ft</u>	<u>Yes</u>
<u>2</u>	<u>36798</u>	<u>Rte. 710, PM 19.12R</u>	<u>2</u>	<u>14ft</u>	<u>48ft</u>	<u>1,344 sq ft</u>	<u>Yes</u>

|
|
|

[Exhibit D](#)

[The Billboard](#)

[\[Attached\]](#)



1'4" x 48" LED display

4' x 1 1/2' aluminum background cabinet. White background with light grey grid pattern applied to fronts.

23" tall, illuminated pan channel letters with blue acrylic faces and black 5" deep returns. Attached to front of cabinet. White LED illumination.

42" pole support (approx) painted black.

48'

65'

48"
48"

EQUITY SIGN GROUP
FULL SERVICE • DESIGN, MANUFACTURE, INSTALL

OUTFRONT
 media

ADDRESS Bel Gardens CA
 DATE 7-30-18
 DRAWING NUMBER 0101121011

Exhibit ~~D~~E

Memorandum of Lease

[Attached]

RECORDING REQUESTED BY:

Outfront Media, LLC
1731 Workman Street
Los Angeles, CA 90031
Attention: Collin Smith

AND WHEN RECORDED MAIL TO:

Outfront Media, LLC
1731 Workman Street
Los Angeles, CA 90031
Attention: Collin Smith

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAXES PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE ("Memorandum") is made effective as of this ___ day of _____, 20___, by and between the CITY OF BELL GARDENS, a municipal corporation ("City"), and OUTFRONT MEDIA, LLC, a Delaware limited liability company ("Tenant"), with respect to the following:

In connection with the construction and operation of an electronic billboard on real property (the "Premises") owned by the City located in the City of Bell Gardens, County of Los Angeles, State of California, near Interstate 710, and previously used as public rights-of-way, the City and Tenant entered into that certain Amended and Restated Billboard Lease and Relocation Agreement, dated _____, ~~2018~~2019 (the "Lease"). Pursuant to the Lease, Tenant and the City agreed (among other things) that Tenant would lease and construct and operate an electronic billboard for general advertising on the Premises. The Premises is legally described on Exhibit A attached hereto, and depicted ~~on~~ as that area within the solid bold lines on Exhibit B attached hereto. The term of the Lease is ten (10) years with two (2) five (5) year tenant options to extend commencing from the operational date of the electronic billboard. The electronic billboard shall be constructed and used in accordance with the terms of the Lease and such other permits, licenses, and permissions issued and granted by the City and the State of California. This Memorandum is recorded to provide record notice of the Lease. Nothing in this Memorandum shall modify or amend the Lease, and in the event of any conflicts between this Memorandum and the Lease, the provisions of the Lease shall prevail.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum effective as of the date first written above.

City:

CITY OF BELL GARDENS,
a municipal corporation

By: _____

Name: Philip Wagner

Its: City Manager

Tenant:

OUTFRONT MEDIA, LLC, a Delaware limited liability
company

By: _____

Name: _____

Its: _____

[Signatures to Be Notarized]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

1.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES ~~(2 PAGES)~~

ALL THAT CERTAIN LAND SITUATED IN THE CITY OF BELL GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA LYING WITHIN PORTION OF LOT 12 OF I. HEYMAN TRACT, AS PER MAP RECORDED IN BOOK 7, PAGE 249 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 12 OF THE I. HEYMAN TRACT, IN THE CITY OF BELL GARDENS, AS SHOWN ON THE MAP RECORDED IN BOOK 7, PAGE 249 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF CLARA STREET (60 FEET WIDE) AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED IN BOOK 4034, PAGE 215 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER, DISTANT THEREON NORTH 82°49'05" WEST 1008.60 FEET FROM THE CENTERLINE OF EASTERN AVENUE AS DESCRIBED IN THE DEED RECORDED IN BOOK 11876, PAGE 243 OF SAID OFFICIAL RECORDS;

THENCE NORTH 07°09'23" EAST 160.00 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE DESCRIBED IN THE DEED TO DEXTER L. TEETER AND WIFE RECORDED JANUARY 5, 1966 AS INSTRUMENT NO. 3173, OFFICIAL RECORDS;

THENCE NORTH 82°49'05" WEST 34.42 FEET ALONG SAID EASTERLY PROLONGATION TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN DEED TO THE CITY OF BELL GARDENS RECORDED AUGUST 12, 2016 AS INSTRUMENT NO. 20160957577, OFFICIAL RECORDS;

THENCE SOUTH 38°08'53" WEST 59.59 FEET ALONG THE EAST LINE OF SAID DEED TO THE CITY OF BELL GARDENS;

THENCE SOUTH 07°24'52" WEST, ALONG THE EAST LINE OF SAID DEED TO THE CITY OF BELL GARDENS, A DISTANCE OF 45.05 FEET TO THE SOUTHEAST CORNER OF SAID DEED TO THE CITY OF BELL GARDENS;

THENCE NORTH 51°00'58" WEST 15.65 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 11°12'07" WEST 8.66 FEET TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 32.49 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 19°40'35" EAST;

THENCE WESTERLY ALONG SAID CURVE 12.44 FEET AND THROUGH A CENTRAL ANGLE OF 21°56'24" TO A POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.40 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 00°08'51" WEST;

THAT PORTION OF LOT 12 OF THE I. HEYMAN TRACT AS PER MAP RECORDED IN BOOK 7 AT PAGE 249 OF DEEDS, RECORDS OF SAID COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF CLARA STREET, 60.00 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED IN BOOK 4034

AT PAGE 215 OF OFFICIAL RECORDS OF SAID COUNTY, DISTANCE THERON NORTH 82°49'05" WEST , 1008.60 FEET FROM THE CENTER LINE OF EASTERN AVENUE, AS DESCRIBED IN THE DEED RECORDED IN BOOK 11876 AT PAGE 243 OF SAID OFFICIAL RECORDS; THENCE N. 7°09'23" EAST, 160.00 FEET TO A POINT; THENCE NORTH 82°49'05" WEST 34.42 FEET, PARALLEL WITH THE TANGENT PORTION OF SAID NORTHLY LINE OF CLARA STREET; THENCE SOUTH 38°08'53" WEST, 59.59 FEET; THENCE SOUTH 7°24'52" WEST 45.05 FEET THE **TRUE POINT OF BEGINNING**, THAT IS, THE INTERSECTION OF THE GENERALLY NORTHEASTERLY LINE OF PARCEL 3 OF PROPOSED STATE HIGHWAY RELINQUISHMENT AS SHOWN ON MAP RECORDED IN STATE HIGHWAY MAP BOOK NO. 4 PAGE 36, IN SAID COUNTY RECORDER'S OFFICE; THENCE SOUTHEASTERLY ALONG SAID GENERALLY NORTHEASTERLY LINE TO THE SOUTHERLY TERMINUS OF THAT CERTAIN LINE SHOWN ON SAID PARCEL 3 AS HAVING A BEARING OF SOUTH 48°43'47" EAST 11.92 FEET, SAID SOUTHERLY TERMINUS BEING A POINT IN THE NORTHERLY LINE OF SAID CLARA STREET.

THENCE NORTH 7°09'23" EAST 54.44 FEET TO A POINT ON THE NORTH LINE OF CLARA STREET (60.00 FEET WIDE); THENCE CONTINUE WESTERLY ALONG SAID PROLONGATED NORTH LINE OF CLARA STREET 83.87 FEET TO A POINT ON THE EASTERLY EDGE OF INERSTATE 710; THENCE NORTH 21°35'42" EAST 93.30 FEET TO A POINT ALONG THE WESTERLY LINE OF SAID DEED TO THE SOUTHWESTERLY CORNER OF SAID TEETER PARCEL.

THENCE NORTH 54°00'43" WEST 41.79 FEET; THENCE CONTINUE NORTH 51°00'58" WEST 15.65 FEET TO THE **TRUE POINT OF BEGINNING**, THAT IS, SE CORNER OF INSTRUMENT 2016-0957511 O.R. RECORDED AUGUST 12, 2016.

TOTAL AREA OF THE LAND DESCRIBED ABOVE IS 5,435.21 SQUARE FOOT.

THENCE WESTERLY ALONG SAID CURVE 27.81 FEET AND THROUGH A CENTRAL ANGLE OF 62°43'43" TO A NON-TANGENT LINE;

THENCE NORTH 63°40'02" WEST 14.17 FEET TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF PROPERTY IN DEED RECORDED MAY 26, 1967 AS INSTRUMENT NO. 2563, OFFICIAL RECORDS;

THENCE NORTH 21°35'42" EAST, ALONG THE WESTERLY LINE AND THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID DEED, 41.62 FEET;

THENCE SOUTH 54°00'43" EAST A DISTANCE OF 41.79 FEET TO THE **TRUE POINT OF BEGINNING.**

DESCRIPTION CONTAINS 1,048 SQUARE FEET, MORE OR LESS.

ON POINT LAND SURVEYING, INC.

PREPARED BY:



ANTHONY D. SMITH, PLS 8133

DATE: 10/19/18



Summary report:	
Litéra® Change-Pro 10.0.0.42 Document comparison done on 8/20/2019 9:30:45 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://aws-dms01/iManage/2144461/1	
Modified DMS: iw://aws-dms01/iManage/2144461/3	
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Delete	33
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Move To	0
Table Insert	1
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	6
Embedded Excel	0
Format changes	0
Total Changes:	136