

Lamar Co # 258

This Instrument Prepared by:  
James R. McIlwain  
5321 Corporate Boulevard  
Baton Rouge, Louisiana 70808

\_\_\_\_\_  
Yes \_\_\_\_\_ New  
2925-01 \_\_\_\_\_ Renewal  
Lease #

*James R. McIlwain*

James R. McIlwain

**SIGN LOCATION LEASE**

THIS LEASE AGREEMENT, made this \_\_\_\_\_ day of October, 2014, by and between: MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides

**WITNESSETH**

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

The premises are a portion of the property located in the County/Parish of Milwaukee, State of Wisconsin, more particularly described as:

**COMSTOCK & WILLIAMS SUBD OF LOTS 1 TO 5 SEC 5 & SE 1/4 SEC 5 & NW 1/4 SEC 4-  
7-22 100' R O W RUNNING N W'LY & S E'LY THRU LOT 133.  
4377 NORTH SANTA MONICA BOULEVARD.  
Tax Key #2420220000**

1. This Lease shall be for a term of three (3) years commencing on the first day of the calendar month following the date of completion of construction of the sign; provided, however, that if this is a renewal Lease, the term and payments shall begin November 1, 2014 ("commencement date").

This Lease shall renew for an additional term, of equal length, on the same terms and conditions. Said extension shall automatically go into effect unless either party shall give to the other party written notice of non-extension at least sixty (60) days prior to the expiration of the original term.

2. LESSEE shall pay to LESSOR an annual rental of Two Thousand and 00/100Dollars (\$2,000.00), payable annually in advance in one installment of \$2,000.00 due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

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

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

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE's sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this

lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE; provided, however, that this provision shall not apply to LESSOR's obligations pursuant to the Wisconsin Open Records Law, Wisconsin Statutes s. 19.31 *et seq.*

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

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

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE's sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.

11. Either party may terminate this Lease if the other party breaches its obligations hereunder and fails to cure such breach upon thirty (30) days' prior written notice. In the event LESSOR terminates the Lease pursuant to this Section 11, LESSEE shall remove all equipment from the Premises at its sole expense.

12. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, LESSOR authorizes and appoints LESSEE as LESSOR's agent, representative, and attorney in fact for the limited purpose of executing on behalf of LESSOR such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

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

LESSEE: THE LAMAR COMPANIES

By:  Date \_\_\_\_\_  
Kurt Weis, Vice President/General Manager

LESSOR: MILWAUKEE COUNTY  
DEPARTMENT OF PARKS, RECREATION  
AND CULTURE

By: \_\_\_\_\_ Date \_\_\_\_\_  
Milwaukee County Parks Director

Approved:

By: \_\_\_\_\_ Date \_\_\_\_\_  
County Executive Chris Abele

Approved:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Comptroller Scott B. Manske

Approved as to form and independent status:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Corporation Counsel

Reviewed by:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Risk Management

Approved as compliant under Sec. 59.42(2)(b)5, Stats.:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Corporation Counsel

lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE; provided, however, that this provision shall not apply to LESSOR's obligations pursuant to the Wisconsin Open Records Law, Wisconsin Statutes s. 19.31 et seq.

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

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE's sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

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**LESSEE: THE LAMAR COMPANIES**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Kurt Weis, Vice-President/General Manager

**LESSOR: MILWAUKEE COUNTY  
DEPARTMENT OF PARKS, RECREATION  
AND CULTURE**

DocuSigned by:  
By: \_\_\_\_\_ Date 6 October 2014  
Milwaukee County Parks Director

**Approved:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
County Executive Chris Abele

**Approved:**

DocuSigned by:  
By: \_\_\_\_\_ Date 9/30/2014  
Comptroller Scott K. O'Rourke

**Approved as to form and independent status:**

DocuSigned by:  
By: \_\_\_\_\_ Date 9/29/2014  
Corporation Counsel

**Reviewed by:**

DocuSigned by:  
By: \_\_\_\_\_ Date 9/29/14  
Risk Management

**Approved as compliant under Sec. 59.42(2)(b)5, Stats.:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Corporation Counsel

414-257-4575  
LESSOR's TELEPHONE NUMBER

39-6005720  
LESSOR's SOCIAL SECURITY NUMBER /  
EMPLOYER IDENTIFICATION NUMBER

2420220000  
Tax ID Parcel # (for land on which sign is located)

**Address of LESSEE:**  
Lamar Advertising of Milwaukee  
2809 South Fifth Court  
Milwaukee, WI 53207  
414-257-3999

**Address of LESSOR:**  
Milwaukee County Department of Parks,  
Recreation and Culture  
Milwaukee County Treasurer  
9480 Watertown Plank Road  
Wauwatosa, WI 53226

DocuSign Envelope ID: 2E786D54-21D7-4354-9723-5778625F168D

**THE  COMPANIES**

Rider #1 to Lease#2925-01 dated the 1<sup>st</sup> day of November, 2014, by and between Milwaukee County Department of Parks, Recreation and Culture, as LESSOR and The Lamar Companies, as LESSEE.

LESSOR and LESSEE agree to the following additional provisions:

1. The LESSOR will receive:
  - Two (2) freeway static boards or three (3) street static boards for a period of not more than eight (8) weeks per lease year.
    - County has the option, in its sole discretion, to change the skins of the board(s) at any time during the lease term at a rate of \$1,250.00 per change.
    - The locations(s) of the board(s) shall be mutually agreeable to both parties.
  - Ten (10) days of digital advertising when a spot is available.
    - The LESSOR to supply art.
    - The locations(s) of the board(s) shall be mutually agreeable to both parties.
2. LESSEE agrees not contract for any advertising display on the sign for any firm or product that is distasteful or offensive at any time during the term of this Lease. LESSOR shall have the right to approve any and all advertising or other use of the sign, said approval not to be unreasonably withheld or delayed.
3. LESSEE shall pay all electricity and utility costs in connection with the sign.
4. LESSOR shall have no responsibility to LESSEE or any third party for the security, maintenance, repair, or removal of the sign or its contents.
5. LESSEE agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General and Automobile Liability coverage in the following minimum amounts

| <u>Type of Coverage</u>  | <u>Minimum Limits</u>         |
|--|-------------------------------|
| Wisconsin Worker's Compensation<br>or Proof of All States Coverage<br>with Waiver of Subrogation | Statutory                     |
| Employer's Liability   | \$100,000/\$500,000/\$100,000 |
| Commercial General Liability   |                               |
| Bodily Injury & Property Damage  | \$1,000,000 per Occurrence    |
| (Incl. Personal Injury, Fire Legal<br>Contractual & Products/Completed<br>Operations)            | \$1,000,000 General Aggregate |
| Automobile Liability   |                               |
| Bodily Injury & Property Damage  | \$1,000,000 per Accident      |
| All Autos-Owned, non-owned and/or hired<br>Uninsured Motorists                                   | Per Wisconsin Requirements    |

Milwaukee County, as its interests may appear, shall be named as an additional insured for General and Automobile Liability and be afforded a thirty (30) day written notice of cancellation or non-renewal. Waiver of Subrogation by Workers Compensation by policy endorsement in favor of Milwaukee County and Milwaukee County Parks Department is required. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverage's shall be submitted for review and approval by the County for the duration of this Agreement.

Coverage's shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.

LESSEE: THE LAMAR COMPANIES

LESSOR: MILWAUKEE COUNTY DEPARTMENT  
OF PARKS, RECREATION AND CULTURE

By:  \_\_\_\_\_ Date \_\_\_\_\_  
Kurt Weis, Vice-President/General Manager

By: \_\_\_\_\_ Date \_\_\_\_\_  
Milwaukee County Parks Director

**THE  COMPANIES**

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5. LESSEE agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General and Automobile Liability coverage in the following minimum amounts

| <u>Type of Coverage</u>   | <u>Minimum Limits</u>                                       |
|---|---|
| Wisconsin Worker's Compensation or Proof of All States Coverage with Waiver of Subrogation                      | Statutory   |
| Employer's Liability  | \$100,000/\$500,000/\$100,000                               |
| Commercial General Liability  |   |
| Bodily Injury & Property Damage (Incl. Personal Injury, Fire Legal Contractual & Products/Completed Operations) | \$1,000,000 per Occurrence<br>\$1,000,000 General Aggregate |
| Automobile Liability  |   |
| Bodily Injury & Property Damage<br>All Autos-Owned, non-owned and/or hired<br>Uninsured Motorists               | \$1,000,000 per Accident<br><br>Per Wisconsin Requirements  |

Milwaukee County, as its interests may appear, shall be named as an additional insured for General and Automobile Liability and be afforded a thirty (30) day written notice of cancellation or non-renewal. Waiver of Subrogation by Workers Compensation by policy endorsement in favor of Milwaukee County and Milwaukee County Parks Department is required. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverage's shall be submitted for review and approval by the County for the duration of this Agreement.

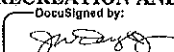
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The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.

**LESSEE: THE LAMAR COMPANIES**

**LESSOR: MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE**


By: \_\_\_\_\_ Date \_\_\_\_\_  
Kurt Weis, Vice-President/General Manager

By:  Date 6 October 2014  
Milwaukee County Parks Director

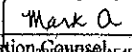
Approved:

By: \_\_\_\_\_ Date \_\_\_\_\_  
County Executive Chris Abele

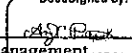
Approved:

DocuSigned by:  
By:  Date 9/30/2014  
Comptroller Scott H. Manske

Approved as to form and independent status:

DocuSigned by:  
By:  Date 9/29/2014  
Corporation Counsel

Reviewed by:

DocuSigned by:  
By:  Date 9/29/14  
Risk Management

Approved as compliant under Sec. 59.42(2)(b)5, Sta

By: \_\_\_\_\_ Date \_\_\_\_\_  
Corporation Counsel