

THE **LAMAR** COMPANIES

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

Lease # 269-3245-01
Panel # 2679

James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 20_____, by and between: **CITY OF OCALA**, a Florida Municipal Corporation, under the laws of the State of Florida, (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 repair and maintenance of its existing one (1) panel outdoor advertising structure ("sign") and connections, with the right of access to and egress from the sign by **LESSEE'S** employees, contractors, agents and vehicles and the right to survey, post, illuminate, repair and maintain advertisements on the sign, as are allowed by local law 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.

The premises is a portion of **Parcel #22797-001-00**, located in the City of **OCALA**, County of **MARION**, State of **FLORIDA**, East of I-75 and South of US HWY 27, being more particularly described as:

SEE ATTACHED EXHIBIT 'A'

1. This Lease shall be for a term of **ONE (1) year**, commencing on **JANUARY 1, 2023** ("Commencement Date"). In the event of any holdover beyond the initial term and any extended term, this Lease shall continue in force from year to year unless terminated at any time, by either party, with or without cause during the initial term or any subsequent term(s), upon a ninety (90) day advanced written notice of termination by **LESSOR** or **LESSEE**, delivered to the other. **LESSOR** and **LESSEE** agree that if this Lease is terminated by the **LESSOR**, **LESSEE** is entitled to a refund of rent previously paid, on a pro rata basis, for the unexpired portion of this Lease beyond the termination date.
2. **LESSEE** shall pay to **LESSOR** an annual rental of **ONE THOUSAND (\$1,000.00)** Dollars, payable **ANNUALLY** in advance, with the first installment due on the first day of the month following the Commencement Date. Rent shall be considered tendered upon due by 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) on property owned or controlled by **LESSOR** within three hundred (300) 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 its sign. **LESSEE** is hereby authorized to remove any such obstruction or vegetation at its option.
4. **LESSEE** may terminate this Lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in **LESSEE'S** opinion the location becomes economically or otherwise undesirable. If **LESSEE** is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, **LESSEE** may elect to terminate this Lease. In the event of termination of this Lease prior to expiration, **LESSOR** will return to **LESSEE** any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the **LESSEE** or its predecessor shall remain the property of **LESSEE** and may be removed by **LESSEE** at any time prior to or within one hundred twenty (120) days after expiration or termination of the term hereof or any renewal. Upon expiration or 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 repair, maintenance and removal 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 they are the owner of the premises and have the right to make this agreement and to grant **LESSEE** free access to the premises to perform all acts necessary to carry on **LESSEE'S** business activities related to the sign. **LESSOR** is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the, posting, painting, illumination or maintenance of the sign.
7. In the event of any change of ownership of the property herein Leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this Lease and to deliver a copy thereof to such new owner at or before closing. **LESSEE** may not assign this Lease without **LESSOR'S** written consent. If said consent is granted, 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. **LESSEE** shall maintain the following insurance coverage in amounts not less than specified and shall furnish **LESSOR** with Certificates of Insurance evidencing compliance with the following minimum provisions:
 - a. Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$1,000,000, affording coverage under the Workers Compensation laws of the applicable states.
 - b. Commercial General Liability Insurance for limits of not less than \$1,000,000 per occurrence Bodily Injury and Property Damage combined; \$1,000,000 per occurrence and \$2,000,000 general aggregate limit per location. The policy shall be written on an occurrence basis.
 - c. Automobile Liability Insurance with a limit of not less than \$1,000,000 combined and including all owned, non-owned and hired vehicles.
 - d. Umbrella Liability Insurance at not less than \$5,000,000 limit providing excess coverage.
 - e. Additional Insured Requirement: All policies above, with the exception of Workers' Compensation shall be endorsed to name **LESSOR** as Additional Insureds with respect to any and all claims resulting from the negligence or omissions of **LESSEE'S** operations and activities. Coverage shall apply on a primary and non-contributory basis regardless of any other insurance. All noted policies shall contain a Waiver of Subrogation in favor of **LESSOR** and a 30-day Notice of Cancellation. **LESSEE** shall provide a Certificate of Insurance with pertinent endorsements attached.
9. Any notice to any party under this Lease shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to LESSOR:
City of Ocala
Finance Department
201 SE 3rd Street
Ocala, FL 34471

With a copy to:
City of Ocala
Real Estate Division
1805 NE 30th Avenue
Ocala, FL 34470

If to LESSEE:

LAMAR
Real Estate Dept
2065 NW 57th St
Ocala, FL 34475

With a copy to:

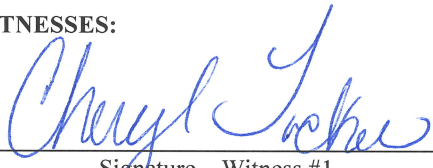
N/A

10. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages to **LESSOR** or third parties caused by the installation, operation, repair, 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, repair, maintenance or dismantling of the sign, less ordinary wear and tear. **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. Both parties acknowledge that the **LESSOR** is a governmental entity and does not waive any sovereign immunity protections provided in Section 768.28, Florida Statutes.
11. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company and the City Council President.

[This portion of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and behalf by its duly authorized representative(s).

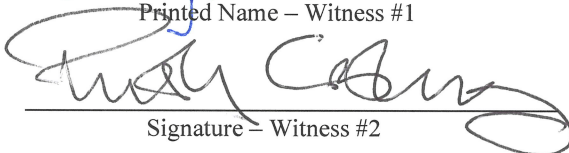
WITNESSES:



Signature – Witness #1

Cheryl Tucker

Printed Name – Witness #1



Signature – Witness #2

Timothy Crosby

Printed Name – Witness #2

ATTEST:

Angel Jacobs, City Clerk

Approved as to Form and Legality:

William E. Sexton, City Attorney

LESSEE:

THE LAMAR COMPANIES

By: _____
Name: James Locke

Its: Vice-President / General Manager

Date: 6/10/93

Telephone No. (352) 351-2345

Facsimile No. (352) 351-4907

Lessee Address: 2065 NW 57th Street
Ocala, FL 34475

LESSOR:

CITY OF OCALA,
a Florida municipal corporation

By: _____

Name: James P. Hilty, Sr.

Its: City Council President

Date: _____

Telephone No. _____

Facsimile No. _____

Tax ID No. 59-6000392

Lessor Address: 101 SE Watula Avenue
Ocala, FL 34471

EXHIBIT 'A'

Parcel #: 22797-001-00 (A Portion Of)

COMMENCE AT THE NE CORNER OF THE NW ¼ OF THE NW ¼ OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE RUN SOUTH 00°07'58" WEST FOR A DISTANCE OF 660.03 FEET, TO A POINT, SAID POINT BEING ON THE SOUTHERN BOUNDARY OF THE I-75 INDUSTRIAL PARK AS PER PLAT THEREOF RECORDED IN PLAT BOOK "U", PAGE 82 IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN NORTH 89°57'19" WEST ALONG THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED PLAT FOR A DISTANCE OF 982.90 FEET, TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 (300 FEET WIDE); THENCE RUN SOUTH 00°06'50" WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 731.96 FEET, TO A POINT; THENCE CONTINUE SOUTH 11°37'34" EAST FOR A DISTANCE OF 146.63 FEET, TO THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE C.S.X. RAILROAD (70.00 FEET WIDE); THENCE RUN NORTH 78°11'52" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 149.59 FEET, TO THE POINT OF INTERSECTION OF SAID NORTHWESTERLY RIGHT-OF-WAY LINE; THENCE RUN NORTH 11°48'08" WEST, PERPENDICULAR TO THE CENTERLINE OF SAID C.S.X. RAILROAD RIGHT-OF-WAY FOR A DISTANCE OF 25.00 FEET, TO THE POINT OF INTERSECTION OF SAID RIGHT-OF-WAY; THENCE RUN NORTH 78°11'52" EAST, PARALLEL WITH AND 60.00 FEET NORTHWEST OF THE CENTERLINE OF SAID C.S.X. RAILROAD RIGHT-OF-WAY FOR A DISTANCE OF 89.42 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING FOR ITS ELEMENTS, A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 74°39'00", A CHORD DISTANCE OF 327.42 FEET AND A CHORD BEARING OF NORTH 37°12'40" WEST; THEN RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 351.78 FEET TO THE POINT OF TANGENT; THENCE RUN NORTH 00°06'50" EAST FOR A DISTANCE OF 541.42 FEET, TO A POINT, SAID POINT BEING ON THE AFOREMENTIONED SOUTHERN BOUNDARY OF THE I-75 INDUSTRIAL PARK SUBDIVISION; THENCE RUN NORTH 89°57'19" WEST, ALONG SAID SOUTHERN BOUNDARY FOR A DISTANCE 60 FEET, TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 1.627 ACRES, MORE OR LESS.