

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



Lamar Co. #: 30
City: Nashville, TN

SIGN LOCATION LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this _____ day of _____, 2022, by and between: **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (hereinafter referred to as "Licensor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Licensee"), provides

WITNESSETH

"**LICENSOR** hereby licenses to **LICENSEE**, its successors or assigns, as much of the hereinafter described licensed premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by **LICENSEE'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 **LICENSEE'S** use of the sign.

The premises are a portion of the property located in the County of Davidson State of Tennessee, more particularly described as:

Parcel ID # 09311011200
Municipal Address 180 Anthes Dr.
DB -20151221 0127585

1. This License shall be for a term of eighteen (18) months commencing on the first day of the calendar month following the passage of 1st reading from the Metropolitan Council whom is the legislative authority of The Metropolitan Government of Nashville and Davidson County. Upon the expiration of the term, **LICENSEE** agrees to remove the sign within thirty (30) days.
2. **LICENSEE** shall pay to **LICENSOR** an annual rental of nine thousand \$ **9000.00** dollars, payable monthly in advance in equal installments of seven hundred fifty \$**750.00** dollars each, with the first installment due on the first day of the month following commencement. See line item# 14 for additional rental consideration. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by **LICENSOR**, whether or not actually received by **LICENSOR**. Should **LICENSEE** fail to pay rent or perform any other obligation under this license within thirty (30) days after such performance is due, **LICENSEE** will be in default under the license. In the event of such default, **LESSOR** must give **LICENSEE** written notice by certified mail and allow **LICENSEE** thirty (30) days thereafter to cure any default.
3. **LICENSOR** agrees not to erect or allow any other off-premise advertising structure(s), other than **LICENSEE'S**, on property owned or controlled by **LICENSOR** within two thousand (2000) feet of **LICENSEE'S** sign. **LICENSOR** further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of **LICENSEE'S** sign. **LICENSEE** is hereby authorized to remove any such other advertising structure, obstruction or vegetation at **LICENSEE'S** option.
4. **LICENSEE** may terminate this license upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in **LICENSEE'S** opinion the location becomes economically or otherwise undesirable. If **LICENSEE** 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, **LICENSEE** may elect to terminate this license. In the event of termination of this License prior to expiration, **LICENSOR** will return to **LICENSEE** any unearned rentals on a pro rata basis.
5. All structures, equipment and materials placed upon the premises by the **LICENSEE** or its predecessor shall remain the property of **LICENSEE** and may be removed by **LICENSEE** at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this license, **LICENSEE** agrees to remove the sign and the pole from the ground, restore the surface of the premises to its original condition. The **LICENSEE** shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of **LICENSEE'S** sign, at the sole discretion of **LICENSEE**. All such permits and any nonconforming rights pertaining to the premises shall be the property of **LICENSEE**.

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

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

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

9. LICENSEE agrees to indemnify LICENSOR from all claims of injury and damages to LICENSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this license. LICENSEE 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. Reserved.

11. Reserved.

12. Prior to LICENSEE removing its sign, and for one (1) years after such removal, LICENSOR grants LICENSEE a first right of refusal to match any bona fide agreement of LICENSOR with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the licensed premises. LICENSEE has seven (7) days after LICENSOR provides to LICENSEE a copy of such agreement executed by such third party to match the terms of such agreement.

13. Reserved.

14. The Lamar Companies shall pay to the Metro Nashville Board of Parks and Recreation the sum of forty six thousand two hundred (\$46,200.00) dollars retroactive rental at the commencement of this license agreement. Licensor waives any and all claims of retroactive rental upon Licensee's tender of payment under this paragraph.

15. This License is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company, approved by the Board of Parks and Recreation and the Metropolitan Council, and filed with the Metro Clerk.

LICENSOR:

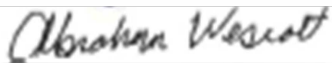


Monique H. Odom, Director
Department of Parks and Recreation

LICENSEE:



Brancy Cummins, VP + GM



Abraham Wescott, Director
Public Property Administration

APPROVED AS TO AVAILABILITY
OF FUNDS:



Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney