

# DONREY OUTDOOR ADVERTISING COMPANY



## LEASE AGREEMENT

Address 4945 JOULE STREET City RENO  
State NEVADA Zip 89510 Date 9-13-84 Lease Number 6978

The undersigned Lessor, hereby leases to Donrey Outdoor Advertising Company, Lessee, a tract of land, approximately 9 feet by 9 feet, of the real property located at STATE RTE. 27 W/O U.S. 395 SOUTH RENO  
Street Address City

County, State of \_\_\_\_\_, and shown on the area sketch below, for the purpose of erecting and maintaining outdoor advertising structure(s), together with necessary easements over and across Lessor's contiguous property for construction, maintenance, servicing and removal of such advertising structure(s) and to provide electrical service to such structure(s).

### AREA SKETCH OF LEASED PREMISES

1. The term of this Lease shall commence on AUGUST 11, 19 84, and unless terminated as hereinafter provided, shall continue for a period of 10 years from the first day of the first month following erection of the advertising structure(s) and Lessee shall have an option to extend this Lease for a like period of years on the same terms and conditions by giving written notice of the exercise of such option at least sixty (60) days prior to the expiration of the initial term. This Lease shall be automatically extended for successive terms of one (1) year each from the expiration of the initial or extended term, until terminated by either Lessor or Lessee as of any anniversary date by written notice given not less than sixty (60) days prior to such anniversary date.

2. As rental for the premises, easements and rights herein provided, Lessee shall pay to Lessor the sum of \$ 800.00 per year from the date of the commencement of this Lease to the first day of the first month following erection of the advertising structure(s), and the sum of \$ 800.00 per year thereafter for the full term of this Lease and any extensions thereof. Rental shall be paid to Lessor in (annual) (semi-annual) (quarterly) (monthly) payments of \$ 800.00 each, in advance.

3. This Lease Agreement consists of this page and the additional provisions appearing on the back hereof.

4. Upon approval by the general manager of Donrey Outdoor Advertising Company, this Lease shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, trustees or assigns.

Lease Manager CHRISTOPHER ARNOLD

Lessor's Name THEODORA PEIGH

APPROVED:

By

Theodora Peigh  
(Signature and Title)

DONREY OUTDOOR ADVERTISING COMPANY

006-12-1604

(Social Security or Federal ID No.)

By

Let. M. Lellen  
(General Manager)

Mailing Address 1660 WHITES CREEK LANE

Date

9/14/84

City RENO State NEVADA Zip 89511

**A. Lessor covenants and warrants that Lessor is the (owner) (agent of the owner) (Lessee) of the leased premises. If Lessor is not the owner of the premises, Lessor covenants and warrants that the owner of the premises is:**

Name \_\_\_\_\_ Address \_\_\_\_\_

that said Lessor has full power and authority to execute this Lease and that the execution thereof does not violate any authority of Lessor or any provision of Lessor's lease. Lessor further covenants and warrants that in the event of the sale of the leased premises, or the termination of Lessor's authority or Lessor's lease, Lessor shall promptly give written notice to Lessee. Lessor further covenants and warrants that so long as Lessee shall pay the rental as herein provided and perform the other covenants of this Lease, Lessee shall have, hold and enjoy the use of the leased premises for the term of this Lease and any extensions thereof.

**B. In the event Lessor proposes the construction of permanent improvements upon the leased premises, the Lessor may terminate this Lease upon ninety (90) days' prior written notice which must be accompanied by a copy of Lessor's building permit and the refund to Lessee of all prepaid rental as of the termination date. The Lease shall terminate on the later of (a) the termination date specified in the notice, or (b) the date of commencement of actual construction upon the leased premises. Lessee agrees to remove its outdoor advertising structure(s) within ten (10) working days from the date of actual termination of the Lease.**

**C. In the event that the leased premises are condemned by any condemning authority, or sold under threat of condemnation by any condemning authority, this Lease shall terminate as of the date that such condemning authority takes actual possession of the leased premises and Lessor shall refund to Lessee all prepaid rental as of such date. Lessee shall be entitled to recover from such condemning authority payment for the loss of its leasehold interest, loss of its outdoor advertising structure(s) and for all other losses to which Lessee may be entitled under applicable law.**

**D. Lessor and Lessee acknowledge and agree that all outdoor advertising structures, materials and equipment placed upon the leased premises by Lessee are and shall remain the property of Lessee and may be removed by the Lessee upon the termination of this Lease or any extension thereof or within a reasonable time thereafter. In connection with such removal, Lessee shall cut the supports for the outdoor advertising structure(s), below grade level, and place the leased premises in the same condition as at the commencement of the term of this Lease.**

**E. Lessor covenants and agrees not to erect nor permit any other party to erect any outdoor advertising structures or displays on any property owned or controlled by the Lessor within a radius of six hundred (600) feet of Lessee's outdoor advertising structure(s), nor to obstruct the view of Lessee's outdoor advertising structure(s), nor to do or permit any act upon Lessor's property which would adversely affect Lessee's access to or the use and enjoyment of the leased premises.**

**F. Throughout the term of this Lease or any extension thereof, Lessee shall maintain and keep in full force and effect public liability insurance covering bodily injury and physical property damage resulting from the negligence or willful act of Lessee's agents, servants and employees in the construction, maintenance, repair, servicing or removal of Lessee's advertising structure(s), and Lessee agrees to hold the Lessor harmless from any and all claims or demands resulting therefrom. Lessor agrees to hold the Lessee harmless from any and all claims or demands on account of bodily injury or property damage caused by or resulting from any negligent or willful act of the Lessor or Lessor's agents, servants and employees.**

**G. In the event that the value of the leased premises to the Lessee is destroyed or diminished by (a) the enactment or enforcement of any law, statute, ordinance, rule, regulation, or building restriction which prevents, interferes with, or prohibits the erection, maintenance or continued use of Lessee's outdoor advertising structure(s), or (b) the total or partial obstruction of the outdoor advertising structure(s) for any reason, or (c) changes in streets, highways or traffic patterns, or (d) any other event or occurrence which adversely affects the advertising and commercial value of the leased premises to Lessee, Lessee may terminate this lease upon thirty (30) days' prior written notice to Lessor, and Lessor agrees to refund to Lessee all unearned prepaid rental as of the date of such termination.**

**H. Special provisions:**