

ORDINANCE NO.: 2018-063

Authorizing the City Manager to execute a Sign Location Lease between the City of Columbia and The Lamar Companies for lease of 207 Gervais Street at Canal Street, Richland County TMS #07314-02-05

BE IT ORDAINED by the Mayor and City Council this 20th day of November, 2018 that the City Manager is hereby authorized to execute the attached Sign Location Lease, or on a form approved by the City Attorney, between the City of Columbia and The Lamar Companies for lease of the property known as 207 Gervais Street at Canal Street, Richland County TMS #07314-02-05.

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 11/6/2018
Final Reading: 11/20/2018

ORIGINAL
STAMPED IN RED

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) **SIGN LOCATION LEASE**
) **(Ordinance No.: 2018-063)**

THIS LEASE AGREEMENT, made by and between the CITY OF COLUMBIA (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 access to and 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 of Richland, State of South Carolina, more particularly described as:

207 Gervais St. @ Canal
TMS #07314-02-05

1. This Lease shall be a month to month lease to begin on the first day of each month. Said lease shall automatically renew until or unless the lease is terminated by either party. Termination period shall begin 180 days after written notice is provided by either party of the termination. The LESSEE shall have a 90-day Removal Period of which to remove the billboard and all related structures following the end of the termination period. The LESSEE shall continue to compensate the LESSOR during the termination period and removal period until such time the billboard and all support structures have been removed from the site.

- a. The LESSEE shall not be allowed to modify advertisements during the Removal Period unless written approval to do so is requested to and granted by the LESSOR. During the Removal Period, if LESSEE establishes the need to modify the advertisement on the signage due to maintenance needs of the existing advertisement or a change in the actual advertisement, LESSEE must submit a written request to the LESSOR outlining the reason for the request and acknowledging the time limitations that would exist for any new or replacement signage to be in place. The LESSOR will have 10 business days to respond to the written request. If after 10 business days, there is no response, the LESSEE may proceed with the modifications as planned but will still be required to adhere to the limits of the Removal Period with regards to complete removal of the signage and support structures from the site. The written request for the approval to modify shall be made to the City Manager with copies being provided to the Assistant City Manager responsible for development activities and the Planning and Development Services Director. A copy of this lease shall be attached to the written request.
- b. If the termination notice is issued at a time that causes the removal period to fall within the fish migration season and the removal is determined to have a possible impact on the migration patterns, the physical removal shall be delayed until the end of the fish migration season. However, the planning and any permitting required to facilitate the

removal shall continue forward in order that the actual removal can be implemented as soon as the fish migration season ends.

2. LESSEE shall pay to LESSOR an annual rental of Six Thousand and No/100 (\$6,000.00) Dollars, payable monthly in advance in equal installments of Five Hundred Dollars (\$500.00) Dollars each, with the first installment 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, 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.

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.

8. 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. 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.

11. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of Lamar Advertising Company and approved by ordinance of the City Council of the City of Columbia.


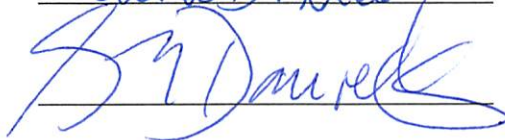
WITNESSES AS TO LESSEE:


THE LAMAR COMPANIES, LESSEE:

BY: 
ITS: Vice-President/President/General Manager
Date: 12/14/18
Telephone Number: 803-647-9122
Address: 1221 NTHS Rd
Columbia SC 29204

WITNESSES AS TO LESSOR:

CITY OF COLUMBIA, LESSOR:

BY: 
Teresa B. Wilson
ITS: City Manager
Date: 11/30/2018
Telephone Number: (803) 545-3480
Address: PO Box 147
Columbia, SC 29217

APPROVED AS TO FORM

Legal Department City of Columbia, SC