

R-24-048

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SIGN LOCATION LEASE TO LEASE CERTAIN REAL PROPERTY LOCATED AT 54 RIVERFRONT DRIVE IN THE CITY OF NORTH LITTLE ROCK, ARKANSAS, TO LAMAR ADVERTISING; AND FOR OTHER PURPOSES.

WHEREAS, Arkansas Code Ann. § 14-54-302 authorizes the City to enter into lease agreements when authorized by a resolution approved by a majority vote of the City Council present and participating; and

WHEREAS, the City of North Little Rock ("the City") owns certain real property located at 54 Riverfront Drive (see map attached hereto as Exhibit A); and

WHEREAS, Lamar Advantage Holdings Company, LLC d/b/a Lamar Advertising of Little Rock ("Lamar") wishes to lease the property from the City for the purpose of constructing and maintaining a sign; and

WHEREAS, it is in the best interest of the City and its residents to lease the property to Lamar.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute a Sign Location Lease (substantially similar to Exhibit B attached hereto) and to lease the premises located at 54 Riverfront Drive to Lamar Advantage Holdings Company, LLC dba Lamar Advertising of Little Rock.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

Maurice Taylor
City Council Member Maurice Taylor
BAF

Diane Whitbey, City Clerk

APPROVED AS TO FORM:


Amy Beckman Fields, City Attorney

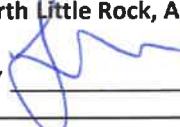
PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 10:30 A.M. ___ P.M.

By Amy Fields CA

DATE 11-19-24

**Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas**

RECEIVED BY 

EXHIBIT

A

tabbles

BROTHER PAUL

S PINE ST

RIVERFRONT DR

S LOCUST ST

S CYPRESS ST

INTERSTATE 30



200 Feet

100

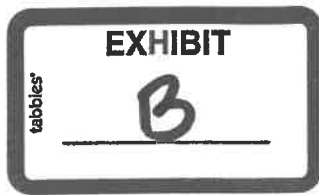
50

0

This map is not survey accurate.

Date: 10/25/2024

 Proposed Lamar Sign



Lease # 286-70478-01

SIGN LOCATION LEASE

THIS SIGN LOCATION LEASE ("Lease"), made this 9th day of October, 2024, ("Effective Date"), by and between: City of North Little Rock ("Lessor") and Lamar Advantage Holding Company, LLC dba Lamar Advertising of Little Rock ("Lessee"). The Lessor and Lessee may at times hereinafter be referred to collectively as "Parties" or individually as "Party."

WHEREAS, Lessor is the owner, easement holder or lessee under written lease of certain real property located in City of North Little Rock, Pulaski County, Arkansas as more particularly described or depicted on Exhibit A attached hereto (the "Leased Premises") and Lessee desires to lease such Leased Premises for the purposes and activities more specifically described herein.

NOW, THEREFORE, in consideration of and reliance upon the mutual benefits and obligations to be conveyed by this Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Lessor hereby leases and grants to Lessee, its successors or assigns, the right to use the Leased Premises, with free access over and across the Leased Premises, for the purposes of constructing, installing, operating, maintaining, servicing, altering, replacing, relocating or removing an outdoor advertising structure ("Sign"), including supporting structures, illumination facilities and connections, display panels, and other appurtenances and ancillary equipment, and the right to 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 applicable local and state law. Lessor also grants to Lessee and/or its agents, contractors, subcontractors, sublessees and assigns (i) the right and easement to and from the Sign over and across the Leased Premises for the vehicular and pedestrian ingress and egress necessary to effect any action allowed herein or required by this Lease or by applicable law, (ii) the right to provide, establish, install and maintain electrical power to the Sign at Lessee's expense, and (iii) the right to place incidental and ancillary equipment onto and add any commercially reasonable use to the Sign, including but not limited to wireless or telecommunication devices. The Sign shall be located upon and within the Lease Premises as generally depicted on Exhibit B attached hereto (the "Sign Location"). Any discrepancies or errors in the Sign Location and/or the 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.

2. This Lease shall be for an initial term of fifteen (15) years commencing on the first day of the calendar month following the date Lessee completes construction of the Sign ("Rent Commencement Date"). Each one-year period following the Rent Commencement Date shall be referred to herein as a "Lease Year." Upon expiration of the initial term of this Lease, this Lease shall automatically renew and continue from year to year, on the same terms and conditions contained herein, unless either Party provides to the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.

3. Lessee shall pay to Lessor the annual rental of \$ 30,000.00 ("Annual Rent"), payable annually in advance in equal installments of \$ 30,000.00 each, with the first installment due upon the Rent Commencement Date. 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, before exercising any remedies, Lessor must give Lessee written notice by certified mail and allow Lessee thirty (30) days thereafter to cure any default.

4. Lessor shall not erect or allow to be erected any other off-premise, billboard advertising structure(s), other than Lessee's, on property owned or controlled by Lessor within one thousand (1,000) feet of Lessee's Sign or erect or allow to be erected any other structure or allow any vegetation on the Leased Premises that may obstruct the roadway view of Lessee's Sign. Lessor hereby authorizes Lessee, at Lessee's option, to remove any such obstruction of Lessee's Sign.

5. Should Lessee be prevented from constructing or maintaining a Sign at the Leased Premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, Lessee may, at its sole discretion, elect to immediately terminate this Lease without any obligation or liabilities due to Lessor. Additionally, Lessee may terminate this Lease upon providing thirty (30) days' written notice to Lessor in the event the Sign becomes entirely or

partially obstructed in any way or, in Lessee's sole opinion, the location becomes economically or otherwise undesirable. Upon termination of this Lease prior to expiration, Lessor shall return to Lessee any unearned prepaid rentals on a pro rata basis.

6. Lessee, at Lessee's sole discretion, shall have the right to make any necessary applications with, or obtain permits or entitlements from, governmental bodies for the construction, operation, maintenance and removal of Lessee's Sign. The Sign and all such permits and entitlements obtained by Lessee, as well as any nonconforming rights pertaining to the Leased Premises, shall remain the property of Lessee. Upon the expiration or earlier termination of this Lease, Lessor shall provide Lessee with continued access to the Leased Premises to remove the Sign and to restore the surface of the Leased Premises to its original condition, less ordinary wear-and-tear.

7. Lessor represents that it is the owner, easement holder, or lessee under written lease of the Leased Premises and has the right to enter into this Lease and to grant Lessee free access to the Leased 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 Leased Premises that prohibit the erection, posting, painting, illumination or maintenance of the Sign. Lessor shall disclose to Lessee the existence of any deeds of trust, mortgages or similar encumbrances on the Leased Premises. Lessor shall be responsible for the payment of all real property ad valorem taxes assessed against the Leased Premises. The Parties shall follow all local, state, and federal laws with respect to collection, withholding, and payment of any taxes due under this Lease. 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.

8. In the event of any change of ownership of the Leased Premises, Lessor shall notify Lessee in writing of the name, address, and phone number of the new owner, and Lessor shall further give the new owner formal written notice of the existence of this Lease and deliver a copy thereof to such new owner prior to or upon closing. In the event that Lessee assigns this Lease, the assignee shall be fully obligated under this Lease and Lessee shall no longer be bound by the Lease. This Lease shall be binding upon the personal representatives, heirs, executors, successors, and assigns of both Lessee and Lessor.

9. In the event of condemnation or eminent domain activities affecting any portion of the Leased Premises that results in the removal or diminished value of Lessee's Sign or Sign Location, (i) any condemnation award for Lessee's property shall accrue to Lessee, and (ii) Lessee shall have the right and option to relocate the Sign onto any remaining portion of the Leased Premises on the same terms contained herein.

10. Lessee shall indemnify Lessor from all claims of injury and damages to Lessor or third parties as well as repair any damages to the Leased Premises, less ordinary wear-and-tear, or personal property at the Leased Premises caused by the installation, operation, maintenance and removal of Lessee's Sign during the term of this Lease. Lessor shall 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 under this Lease.

11. During the term of this Lease, and for one (1) year following the removal of Lessee's Sign, Lessor hereby grants Lessee the right of first refusal to meet any offer which Lessor receives from a third party for the purposes of installing and operating an off-premise advertising structure on any portion of the Leased Premises. Lessee must elect to match any such offer within ten (10) business days after Lessor provides to Lessee a written and executed copy of the third-party offer.

12. If required by Lessee, Lessor shall execute and acknowledge a memorandum of lease suitable for recordation.

13. Lessee shall pay to Lessor ad valorem taxes and assessments of the Leased Premises during the Terms of this Lease. Lessor agrees to make payment of all ad valorem taxes and assessments of the Leased Premises to such applicable authority prior to delinquency and invoice Lessor for all amounts paid. Lessee shall remit payment to Lessor within 30 days of the invoice date.

14. This Lease is **NOT BINDING UNTIL EXECUTED** by all Parties. All written notifications, demands or requests pertaining to this Lease shall be sent via certified mail to the addresses on the following signature page.

[SIGNATURES ON FOLLOWING PAGE]

SIGN LOCATION LEASE SIGNATURE PAGE

Lamar Advantage Holding Company, LLC, **LESSEE:**
DBA Lamar Advertising of Little Rock

BY: _____
Tom Gibbens, VP/GM

Date:

Address: 12001 Interstate 30
Little Rock, Arkansas, 72209

Email: tgibbens@lamar.com

Phone : 501-562-2476

Witnesses (Lessee)

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

City of North Little Rock, **LESSOR:**

BY: _____
Terry Hartwick, Mayor

Date:

Address: P O Box 5757
North Little Rock, Arkansas, 72119

Email: mayor@nlr.ar.gov

Phone : 501-975-8601

ATTEST:

Diane Whitbey, City Clerk

EXHIBIT A
“The Leased Premises”

Part of Lot 1, W.H. Taylors Addition and Part of Block 5, W.H. Taylors Addition, City of North Little Rock, Pulaski County, Arkansas being more particularly described as follows: Beginning at the Northwest corner of Lot 1, W.H. Taylors addition; thence along the north line of Lot 1 South 88°52'36" East 60.00 feet; thence South 01°07'24" West 50.00 feet; thence North 88°52'36" West 60.00 feet; thence North 01°06'17" East 50.00 feet returning to the Point of Beginning.

EXHIBIT B
“The Sign Location”

See attachment A with survey

Certificate of Owner

We, the undersigned, owners of the real estate shown and described herein do hereby certify that we hold off, parted and subdivided, and do hereby lay off, part and subdivided, said real estate in accordance with the within plat.

Date of Execution - City of North Little Rock - Owner

OWNER: City of North Little Rock
P.O. Box 3737
North Little Rock, Arkansas 72119

SUBOWNER: City of North Little Rock
P.O. Box 3737
North Little Rock, Arkansas 72119

Certificate of Land Surveying Accuracy

I hereby certify that this plat represents a survey made by me, and that all monuments shown herein actually exist and their location, size, type and material are correctly shown.

Date of Execution

William Allen Smith
Surveyor
No. 1095, Ark.

Certificate of Final Plat Approval

Pursuant to the North Little Rock Subdivision Rules and Regulations, and all of the conditions of approval having been completed, this document is hereby accepted. The certificate executed under the authority of said Rules and Regulations.

Date of Execution

North Little Rock Planning Commission

Source of Title: Instrument No. 99-036563

UTILITY SERVICE PROVIDERS

1. Water: Central Arkansas Water
2. Sewer: Central Arkansas Water
3. North Little Rock Electric
4. Centennial Energy
5. Gas
6. All

ZONING REGULATION

Zone 12 - Light Industrial

LEGEND
The property line within a flood zone as shown on Flood Insurance Rate Map Community Panel Number 65119C030202, having an effective date of July 6, 2013, as published by the Federal Emergency Management Agency (FEMA).

O=DENOTES SET 1/2" REBAR WITH CAP.



Date	
Notes	
By	

Designed	WAS
Checked	WAS
Drawn	WAS
Approved	WAS

SMITH AND GOODSON
CIVIL ENGINEERING AND LAND SURVEYING
7509 CANTRELL ROAD, SUITE 227
LITTLE ROCK, ARKANSAS 72207
501-414-9809

FINAL PLAT

FOR THE USE AND BENEFIT OF:
Lamar Advertising

Job: 84-078
Scale: 1"=10'
Date: 10-24-2024
Sheet: 1-1

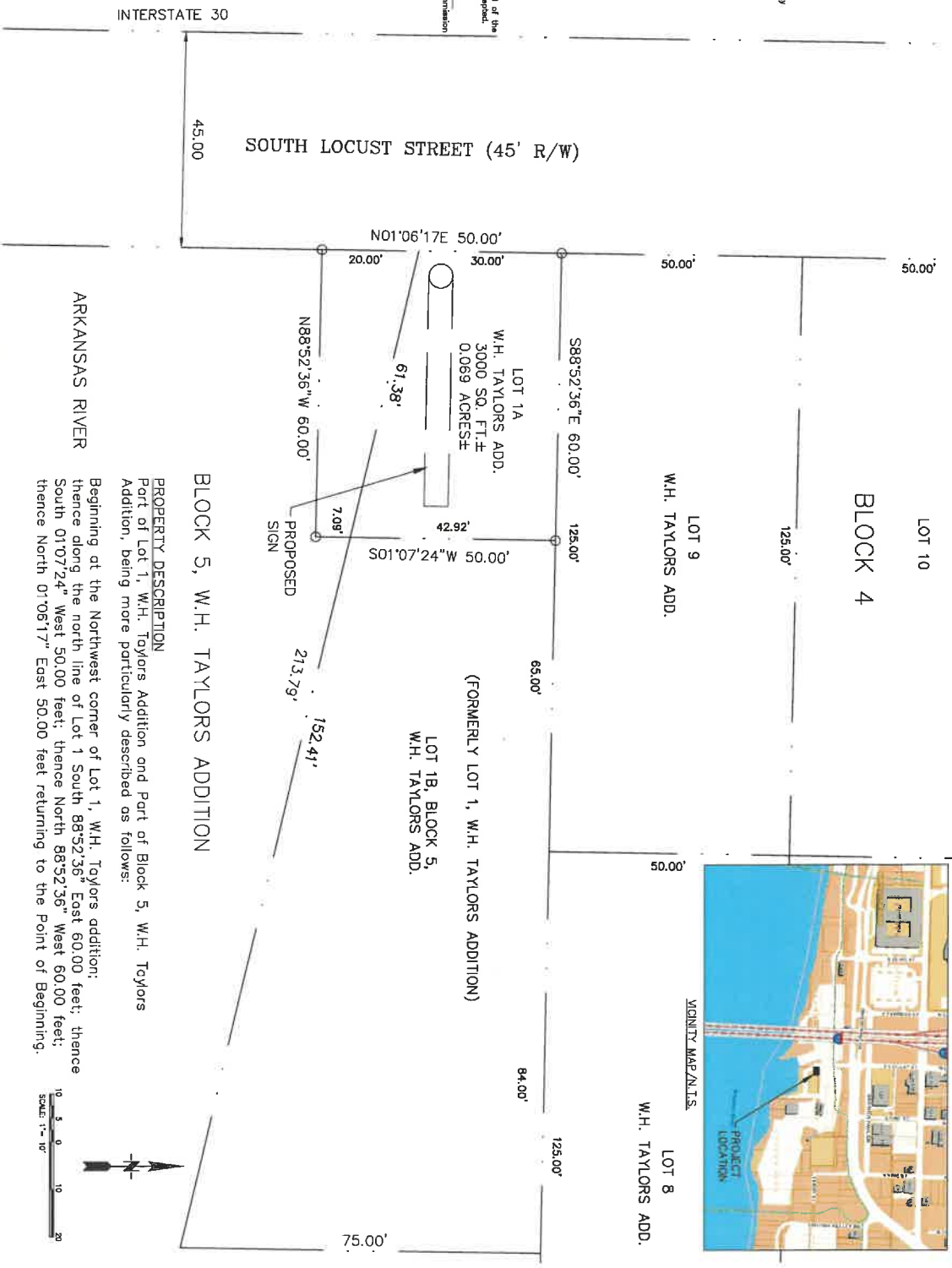


EXHIBIT C
“Additional Rental Terms”

In addition to the Annual Rent specified in Paragraph 3 of this Lease, Lessee shall provide Lessor advertising space on the Sign subject to the following terms and conditions: (i) Lessee shall provide Lessor one slot on each digital, EMD panel continuously per Lease Year at no cost to Lessor, this being one slot on north facing panel and one slot on south facing panel (ii) Lessor's advertising copy shall be subject to the ordinary copy restriction policy and community standards at Lessee's sole and absolute discretion. (iv) Lessee reserves the right to reject or remove advertising copy before or after installation, (v) Lessor shall warrant that all approved designs do not infringe upon any trademark or copyright, state or federal. Lessor further agrees to defend, indemnify and hold Lessee free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents, or subject matter of any copy displayed or produced pursuant to this Lease. Lessee may, at its option, require Lessor to execute an advertising sales contract with standard terms and conditions prior to installing advertising copy subject to this provision. Any unused advertising space provided pursuant to this provision shall not accrue from year to year and shall expire at the end of each Lease Year.

“Additional Lease Term”

In addition to the terms set forth in this Lease, Lessee agrees not to post or display advertisement that would include content which would reflect negatively upon the Lessor. Lessee agrees not to post or display advertisement that would promote the use of tobacco, drugs, or marijuana. Lessee agrees not to post or display advertisement that would include political candidates, political action ads of any subject, or any sexually oriented advertisements containing businesses, products or services. Lessee agrees to keep all advertising displays in alignment with community and moral standards.

____ Lessee Initials

____ Lessor Initials