

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE DIRECTOR OF GENERAL SERVICES TO EXECUTE A CONSENT FOR THE TRANSFER OF A LEASE WITH LAMAR COMPANIES FOR A BILLBOARD LOCATED ADJACENT TO INTERSTATE 75, MILE MARKER 1.9, TO FAIRWAY OUTDOOR ADVERTISING.

---

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Director of General Services to execute a consent for the transfer of a lease with Lamar Companies for a billboard located adjacent to Interstate 75, mile marker 1.9, to Fairway Outdoor Advertising.

ADOPTED: \_\_\_\_\_, 2012

/mms

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: December 11, 2012

Preparer: Dan L. Thornton

Department: General Services

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # \_\_\_\_\_ Council District # \_\_\_\_\_ 6

A RESOLUTION AUTHORIZING THE DIRECTOR OF GENERAL SERVICES TO EXECUTE A DOCUMENT GIVING WRITTEN CONSENT FOR THE TRANSFER OF A LEASE WITH THE LAMAR COMPANIES FOR A BILLBOARD LOCATED ADJACENT TO INTERSTATE 75, MILE MARKER 1.9, TAX MAP NUMBER 157M-A-009.03, TO FAIRWAY OUTDOOR ADVERTISING; THIS ASSIGNMENT/TRANSFER IS ALLOWED AS STATED IN PARAGRAPH 10 OF THE ORIGINAL LEASE AS EXECUTED ON 06-25-07.

|                                       |                            |   |            |
|---------------------------------------|----------------------------|---|------------|
| Name of Vendor/Contractor/Grant, etc. | <u>The Lamar Companies</u> | New Contract/Project? (Yes or No)       | <u>NO</u>  |
| Total project cost \$                 | <u>N/A</u>                 | Funds Budgeted? (YES or NO)             | <u>N/A</u> |
| Total City of Chattanooga Portion \$  | _____                      | Provide Fund                            | <u>N/A</u> |
| City Amount Funded \$                 | _____                      | Provide Cost Center                     | _____      |
| New City Funding Required \$          | _____                      | Proposed Funding Source if not budgeted | _____      |
| City's Match Percentage %             | _____                      | Grant Period (if applicable)            | _____      |

### List all other funding sources and amount for each contributor.

| Amount(s) | Grantor(s) |
|-----------|------------|
| \$ _____  | _____      |
| \$ _____  | _____      |
| \$ _____  | _____      |

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

The original lease was executed with The Lamar Companies ON 06-25-07; the transfer/assignment will not effect any other terms of the original 10 year lease.

Approved by:  DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09



Lamar of Rome

City Of Chattanooga

General Services STE 101

100 E 11<sup>th</sup> St

Chattanooga TN 37402

12/06/2012

Lamar Advertising is currently in the process of working out a trade of assets with Fairway Outdoor Advertising. The outdoor advertising sign on your property is one of the structures involved in the trade. Fairway Outdoor currently has an office in Chattanooga and that office will be operating and maintaining the billboard on your property. The current lease states that the Lessee must give written consent for any transfers or assignments of the lease, which consent shall not be unreasonably withheld. We feel confident that you will be satisfied with Fairway Outdoor as your new Lessee and we are asking for your authorization to proceed with this transaction. Please feel free to contact me if I can answer any question concerning this transaction.

Sincerely,  
  
David Stone

Real Estate Manager

Accept \_\_\_\_\_



## Hart, Gail

---

**From:** David Stone [dstone@lamar.com]  
**Sent:** Thursday, December 06, 2012 10:23 AM  
**To:** Hart, Gail; Thornton Dan  
**Cc:** Nick Brown  
**Subject:** Fwd: Lease 862-01 Billboard lease Lamar Advertising  
**Attachments:** 20121206095818877.pdf

Hello Gail and Dan,

Attached is a consent letter concerning the Lamar lease. We are doing a trade with Fairway Outdoor. We are trading our structures in Chattanooga and in Dade county for some of their boards on I-75 and Dalton. Chattanooga is a stretch for us to handle out of Rome. Fairway has an office off of I-24 close to Broad St and it will be a breeze for them. Let me know if you have any questions.

Thank You,

David

----- Forwarded message -----

**From:** <[copier-rome@lamar.com](mailto:copier-rome@lamar.com)>  
**Date:** Thu, Dec 6, 2012 at 9:58 AM  
**Subject:**  
**To:** DSTONE <[dstone@lamar.com](mailto:dstone@lamar.com)>

This E-mail was sent from "RNPD20622" (Aficio MP 2550).

Scan Date: 12.06.2012 09:58:18 (-0500)  
Queries to: [copier-rome@lamar.com](mailto:copier-rome@lamar.com)

--

**David Stone**  
**Real Estate Manager**  
**Office: 706-291-7740**  
**Fax: 706-235-4745**

## BILLBOARD LEASE

THIS BILLBOARD LEASE AGREEMENT ("Lease") made between the City of Chattanooga, Tennessee, a municipal corporation ("Lessor"), and The Lamar Companies, whose address is 205 Highway 411 East, Rome, Georgia 30162-5562 ("Lessee").

### RECITALS

WHEREAS, Lessor desires to lease to Lessee, its successors or assigns, the property described below (the "Leased Premises") for the purpose of maintaining existing advertising signs located thereon and owned by Lessee. The Leased Premises consist of a portion of property located in Hamilton County, Tennessee, more particularly described as follows:

Property adjacent to Interstate 75, mile marker 1.9, log mile 12.58  
(North end of property next to Eastgate Shopping and Office Center,  
located next to the Chickamauga Creek, southbound on I-75,  
Chattanooga, Tennessee, DOT Permit No. 33-0487);

NOW, THEREFORE, in consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations of the parties as set forth herein, the parties agree as follows:

1. The term of this Lease shall commence upon execution by the parties (the "Commencement Date"), shall be for a period of ten (10) years, and shall not renew automatically, but may be renewed upon mutual agreement of a monthly lease payment and any additional charges prior to the expiration of this Lease.

2. Either party may terminate this Lease at any time upon giving the other party written notice of its intention to terminate the Lease, and said notice shall be received at least sixty (60) days prior to the termination date.

3. Lessee shall, during the term of this Lease, pay a minimum annual rent of Twenty Thousand Dollars (\$20,000.00) for years 2007 through 2012 and a minimum annual rent of

Twenty-Two Thousand Dollars (\$22,000.00) for years 2012 through 2017, payable monthly in advance in equal installments as follows:

- i.) One Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$1,666.67) or twenty-five percent (25%) of the monthly gross rental income, whichever is greater, for the first five (5) years, 2007 through 2012.
- ii.) One Thousand Eight Hundred Thirty-three and 33/100 Dollars (\$1,833.33) per month or twenty-five percent (25%) of the monthly gross rental income, whichever is greater for the next five (5) years, 2012 through 2017.

Lease payments shall be due on the first day of each month during the term of this Lease, the first such payment to include any pro-rated rental for the period from the Commencement Date to the first full calendar month in the term. All rentals payable by Lessee to Lessor under this Lease shall be paid to Lessor at the address herein designated in Paragraph No. 17 hereof.

4. The monthly lease payments will be adjusted and the additional amount over the minimum monthly lease payments will be remitted to Lessor by December 31 of each year. Copies of the advertising contracts and a detailed statement of accounting will be sent with the check to confirm how the gross revenue for the year was calculated. All rental records relating to the income generated by the billboard will be made available to Lessor for inspection or audit at any time.

5. Lessee shall use the land to operate the billboard in accordance with all city, county, state, and federal laws regulating the billboard sign industry.

6. All structures or materials placed upon the Leased Premises by Lessee shall remain the property of the Lessee, who shall have the right of removal. If this Lease is terminated, Lessor shall give Lessee thirty (30) days to remove the billboard structure from the Leased Premises and Lessee shall return the Leased Premises to its original condition.

7. If a sale or taking by a local, state or federal government for right-of-way use requires the removal of Lessee's billboard, this Lease shall terminate upon thirty (30) days' written notice to Lessee, and Lessor shall refund pro rata any rental advance for the unexpired term.

8. If Lessee's use of the Leased Premises shall be prohibited or restrained or if the view of said Leased Premises shall, in the opinion of Lessee, become obstructed, this Lease shall terminate at the option of Lessee, and Lessor shall refund pro rata any rental advance for the unexpired term.

9. The area (20-25 feet) in front of the billboard structure will be landscaped with appropriate shrubbery by Lessee and will be maintained by Lessee throughout the term of this Lease.

10. Lessee shall not assign or transfer this Lease or interest herein nor sublease the Leased Premises or part thereof to anyone without the express written consent of Lessor, which consent shall not be unreasonably withheld. Further, neither this Lease nor any interest herein shall be subject to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or receivership unless a receivership is sought by Lessor. If this Lease should at any time become void or forfeited, no demand shall be necessary to a recovery of possession of the Leased Premises and the Lessor shall be entitled to immediate possession.

11. Should Lessor at any time rightfully seek to recover possession of the Leased Premises, and be obstructed or resisted therein, and any litigation thereon ensues, Lessee shall be bound to pay Lessor a reasonable attorney's fee.

12. Lessor shall have the right to enter into and upon the Leased Premises or any part thereof, at all reasonable hours for the purpose of examining the same. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims for injuries or damage for any cause arising at any time to persons in or about said Leased Premises where said injuries or damage occurs as a result of the use of the Leased Premises by Lessee. Lessor shall not be responsible or liable to Lessee or to those persons coming by, through, or under Lessee, for any loss or damage which may be occasioned by or through the acts or omissions of persons on the Leased Premises. Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Lessee of the Leased Premises or any part thereof occasioned wholly or in part by any act or omission of Lessee, its agents, contractors or employees.

13. If Lessee defaults in the payment of the lease payments or defaults in the performance of any term, covenant, or condition of this Lease, Lessor shall give written notice to Lessee of such default and, if Lessee does not cure any rent default within five (5) days or other default within fifteen (15) days after the giving of such notice (or, if such default is of such a nature that it cannot be completely cured within such fifteen (15) days), if Lessee does not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such defaults, then Lessor may terminate this Lease on not less than three (3) days' written notice to Lessee, and on the date specified in said notice the term of this

Lease shall terminate and Lessee shall then quit and surrender the Leased Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Leased Premises by any lawful means and remove Lessee or other occupants and their effects.

14. The parties' remedies hereunder are not exclusive but cumulative to other remedies provided by law or in equity in the event of default.

15. Lessee shall peaceably deliver possession of the Leased Premises to Lessor on the date of expiration or termination of this Lease, whatever the reason for termination. Lessor shall have the right to reenter and take possession of the Leased Premises on the date termination becomes effective without further notice of any kind and without instituting summary or regular legal proceedings.

16. Any waiver by the parties of any default or breach of any one or more of the terms, conditions, or covenants of this Lease shall be in writing and shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant, or condition of this Lease. No delay, failure, or omission of Lessor to reenter the Leased Premises, to insist on strict enforcement of any term, condition, or condition or to exercise any right, privilege or option arising out of any breach or default shall impair any such right, privilege or option or be construed as a waiver of or acquiescence in such a breach or default.

17. All notices and other communications given hereunder by the parties shall be in writing and shall be delivered personally or by mail, postage prepaid, and the date of any notice by certified mail shall be deemed the date of certification thereof delivered by or addressed to the parties as follows:

**Lessor:** City of Chattanooga, Tennessee  
**ATTN:** General Services Division

City Hall Annex, Suite 101  
100 East 11<sup>th</sup> Street  
Chattanooga, TN 37402  
(423) 425-7814

**With a copy to:** City Attorney  
801 Broad Street, Suite 400  
Chattanooga, TN 37402

**Lessee:** The Lamar Companies  
**ATTN:** David Stone, Real Estate Manager  
205 Highway 411 East  
Rome, GA 30162  
(706) 291-7740

18. This Lease shall be construed and interpreted pursuant to the laws of the State of Tennessee. Should there be any provision thereof to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforcement of the remaining provisions shall not be affected, but shall continue in full force and effect. Any disputes between the parties and/or default by Lessee may only be submitted to a court of competent jurisdiction in Hamilton County, Tennessee, and the prevailing party shall be entitled to recover all costs, expenses, and legal fees in defending such legal action.

19. If any term, covenant, or condition of this Lease is found to be invalid, void, ineffective, or unenforceable for any reason, the remaining terms, covenants, and conditions shall remain in full force and effect.

20. This Lease represents and constitutes the entire understanding between the parties and supersedes all other agreements and communications between the parties, whether oral or written, concerning the subject matter herein. Any amendment to this Lease must be in writing and signed by the parties hereto and adopted in the same fashion as this Lease.

21. The terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and personal and legal representatives.

