

No. 902

**LEASE**

New \_\_\_\_\_ Renewal X

By Alan Marzoline

1. The undersigned Lessor hereby leases to GANNETT OUTDOOR COMPANY, INC. OF NORTHERN CALIFORNIA, Lessee, the exclusive use of the following described property for the purpose of erecting and maintaining outdoor advertising structures, including fixture connections, panels, signs, and copy, all referred to as "structures" herein, and free access and use of the property for Lessee to construct, post, paint, illuminate, maintain, repair, or remove the structures: Location:

APN: 6571-008

Commonly known as: 1515 S. Van Ness for sign structure with three (3) panels

at Van Ness S. E/L 100 S/O 26th

situated in the City of San Francisco, County of San Francisco  
State of California, for a term of ten years from 6-15-93 ("commencement date").

2. The rent shall be One-thousand two-hundred (\$1,200.00)  
dollars per year, payable by Lessee monthly in advance, commencing 6-15-93.

3. In the event that the portion of said property occupied by Lessee's structures is to be improved by permanent construction as evidenced by a building permit, this lease shall terminate upon thirty (30) days written notice by Lessor. The Lessor will, upon giving such notice of cancellation, return to the Lessee all rent paid for the unexpired term. Lessee shall remove its structures, except that portion below ground level, within said thirty (30) days. In the event such improvements shall not be commenced within thirty (30) days after removal of such structures, the Lessee shall have the right to re-enter said premises and reconstruct such structures, and the terms of this lease are thereupon reinstated. In the event this lease covers other structures belonging to Lessee on Lessor's property that will not be affected by said construction, then, in that event, this lease shall remain in force in regard only to those structures not affected by the proposed permanent construction, in which case the future rental shall be the percentage of the advertising income of the remaining structure(s) in direct relation to the percentage of advertising income of the original total number of structures as determined by Lessee.

4. This lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms, unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee, served by certified or registered mail sixty (60) days before the end of such term or subsequent like term, provided that Lessee shall have the right to terminate the lease at the end of any monthly period during the term or any subsequent term upon written notice to Lessor served not less than sixty (60) days prior to the end of such monthly period.

5. Lessor and Lessor's tenants, agents, employees, or other persons acting on Lessor's behalf, shall not place or maintain any object on the property or any neighboring property which would wholly or partially obstruct the view of the advertising copy on Lessee's structure. Lessor shall remove said obstruction within ten (10) days of notice from Lessee; if Lessor fails to do so, Lessee may either (1) remove said obstruction at Lessor's expense; or, (2) cancel this agreement and remove the structure; or, (3) reduce the rent to One Dollar (\$1.00) per month while the obstruction continues. Lessor agrees Lessee may trim any or all trees and vegetation on the property as often as Lessee deems necessary to prevent obstructions.

6. The Lessee and its successors-in-interest is and shall remain the owner of all structures placed by it and/or its predecessors-in-interest upon said property, and has the right to remove said structures and cancel this lease at any time. If the structures are removed, only the above-ground portions of said structures need be removed.

7. If the view of the structures' advertising copy is partially or wholly obstructed, or the structures' advertising value is impaired or diminished by reduced vehicular circulation; or said signs remain unsold for 90 consecutive days; or the use of such structures is prevented or restricted by law, the Lessee may immediately at its option either (1) reduce rental in direct proportion to the loss suffered; or, (2) keep the lease in force except that no rental shall accrue while such conditions continue; or, (3) cancel this agreement and receive all rent paid for the unexpired term of said lease, by giving the Lessor notice in writing of such obstruction, impairment, prevention or restriction of use. If Lessee is prevented by law, government or military order, or other cause beyond Lessee's control from illuminating its signs, the rental shall be reduced by one-half while such condition continues.

8. Lessee shall indemnify and hold Lessor harmless from all injuries to third persons caused by Lessee or Lessee's employees, agents and contractors.

9. This lease is binding upon the heirs, assigns and successors of both the Lessor and Lessee.

10. The Lessor represents that he (~~are~~) (is) the ~~(agent)~~ (owner) (~~tenant~~) of the above described property, and has the authority to make this lease.

11. Lessee shall not be bound by any terms, conditions or oral representations made by or to any person, agents, or employees, unless the same are incorporated in this lease. Each singular term used herein (e.g., "Lessor") shall include the plural (e.g., "Lessors"), and each plural term shall include the singular.

Accepted: Junk 1 19 93

GANNETT OUTDOOR COMPANY, INC.  
OF NORTHERN CALIFORNIA  
1695 Eastshore Highway  
Berkeley, CA 94710



By: [Signature]

Signed: [Signature]

President, McMillan Electric Co, Inc.  
Lessor

1515 Southa Van Ness Ave, SF, CA 94110  
Address

SS or Tax I.D. Number 94-1729373  
(required by federal law)

Telephone Number (415)826-5100  
(optional)