

Dexter Community Schools
Board of Education
Executive Summary and Recommendation

Purpose: To provide an additional opportunity to discuss the proposed lease of school land for the placement of two digital signs.

Explanation: The School District has been presented with an opportunity to lease land to Adams Outdoor Advertising for the placement of two digital signs. The proposed ten-year leases would generate up to a total of \$40,000 annually for the School District, with a generous escalator clause. As additional consideration, DCS has requested free advertising on the digital signs and funding for at least one pedestrian-actuated warning system. The same system used on Shield Rd. at the bridge would be placed at the marked crosswalk on Baker Rd. between Bates and Creekside.

The proposed locations of the two electronic signs have been staked. The first location is on the west side of Baker Rd. between Dan Hoey Rd. and Shield Rd. at the edge of the open field. The second location is on Dexter-Ann Arbor Rd. east of the current traffic light.

The Board of Education previously discussed the proposed lease at its January 9 school board meeting. This proposal had also been discussed by both the Policy Committee and the Finance Committee. Thrun Law Firm has reviewed the proposed lease agreement.

We have added a Development Addendum in the event we decide to develop the property.

Recommendation: It is the recommendation of the Superintendent that the Board of Education discuss the proposed lease of school land for the placement of two digital signs.

January 16, 2017

Background on Optical Measurements and Calculations

Watchfire Signs has been in the sign business since 1932 manufacturing both incandescent light bulb and led signs.

Incandescent signs were commonly measured using illuminance measurements, partly because the light bulb is ideally a point source of light, illuminating equally in all directions, and illuminance meters are commonly available and inexpensive. Foot-candle measurements are made at a defined distance from the sign and the magnitude depends on the physical size of the sign.

LED signs are highly directional however, which is an advantage in an urban setting since the light can be directed more precisely to the intended audience. Luminance measurements have been used to specify LED signs by the industry. The candela per square meter (NITs) unit allows a specification that does not depend on size or viewing distance.

<http://www.signs.org/IndustryResources/TechnicalRegulatoryResources/BrightnessGuideforElectronicMessageCenters/tabid/745/Default.aspx>

The study done on the sign adjacent to a residential area used actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations are then scaled up to the size of the sign and the distance corrections are made using the inverse square law. These calculations allow the study to be made in foot-candles, which then could be referenced back to the ISA study.

Below is a list of some of the measurement equipment used by Watchfire engineers. If there are any questions on this subject, we would be happy to discuss them.

Equipment used by Watchfire engineers to make lighting measurements:

Foot-candles/Lux - Minolta Illuminance Meter T-10

NITs/candela/sq. m – Minolta Luminance Meter LS-100

Sign Calibration – Minolta CS-1000 Spectra radiometer

SIGN LIGHTING STUDY

Sign Details

Size: 11x22 Digital Billboard

Location: Baker Rd: 42.325765 -83.887383

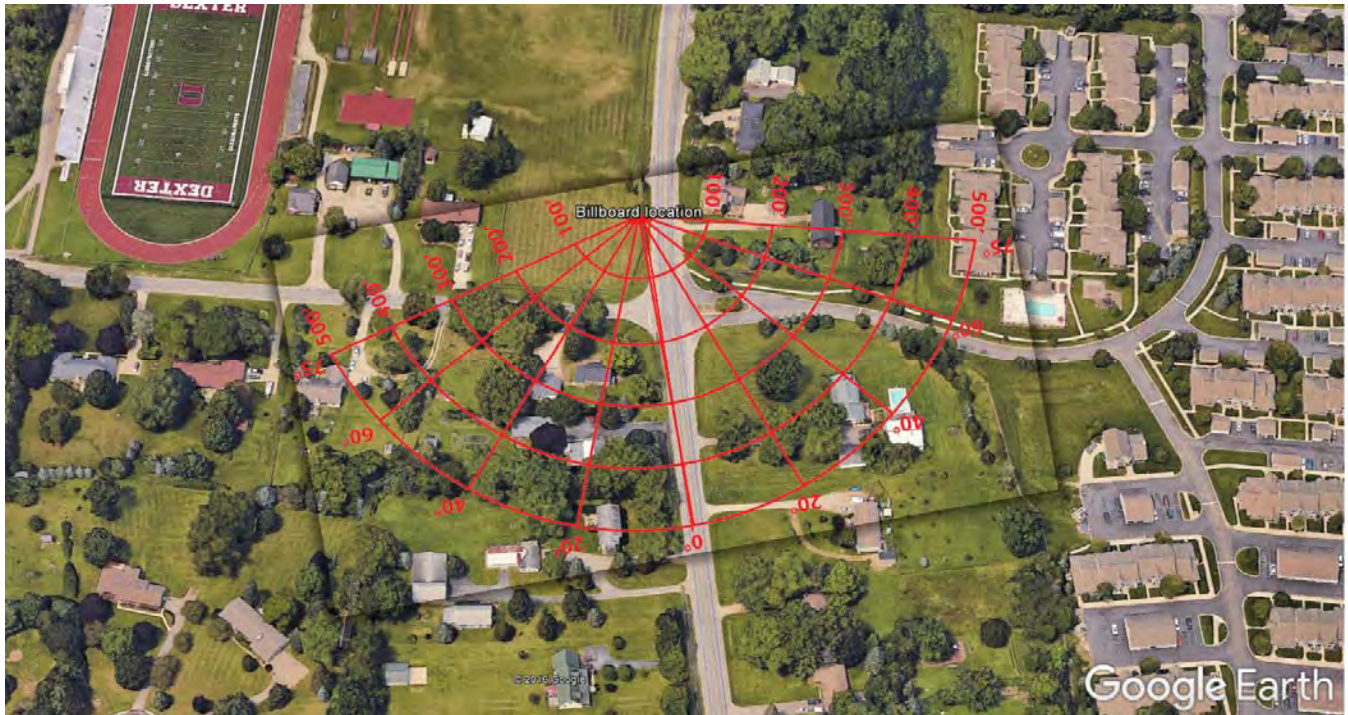
Data Collection

Light measurements are completed in foot-candles. A foot-candle is the amount of light produced by a single candle when measured from 1 foot away. For reference, a 100-watt light bulb produces 137 foot-candles at 1 foot away, .0548 foot-candles at 50 feet and .0137 foot-candles at 100 feet.

The table represents the total increase in ambient light produced by the sign under normal or typical operation at night. The ambient light increases will actually be less than shown in the chart since they fail to consider any objects blocking the line of site to the sign. Obstructions such as trees would further reduce real world overall ambient light increases. In addition to obstructions any existing light within the viewing cone will further diminish any light increase

	0 degrees	20 degrees	40 degrees	60 degrees	75 degrees
100'	0.2024	0.1670	0.1127	0.0510	0.0101
200'	0.0506	0.0417	0.0282	0.0128	0.0025
300'	0.0225	0.0186	0.0125	0.0057	0.0011
400'	0.0127	0.0104	0.0070	0.0032	0.0006
500'	0.0081	0.0067	0.0045	0.0020	0.0004

Light values in foot-candles at night under typical operation



Conclusion

Given the above comparisons and measurements, the home owners will see an almost undetectable difference in ambient light after installation of a billboard. Ambient light levels in the neighborhood are more heavily impacted by porch lights and landscape lights than the increases produced by a billboard.

Ray Digby

office 800-637-2645 x3006 Fax 217-442-1020

ray.digby@watchfiresigns.com



Baker Rd. n/o Shield Rd.
CALCULATED LEVELS ABOVE AMBIENT
fc = Foot Candles | Calculations based on 140 nit, 100% white at night

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POWERED BY **AdTech**

Jim Shimmin
GM Digital Products Group
jims@formetco.com

January 16, 2017

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SIGN LIGHTING STUDY

Sign Details

Size: 11x22 Digital Billboard

Location: Dexter Ann Arbor Rd: 42.329755 -83.875904

Data Collection

Light measurements are completed in foot-candles. A foot-candle is the amount of light produced by a single candle when measured from 1 foot away. For reference, a 100-watt light bulb produces 137 foot-candles at 1 foot away, .0548 foot-candles at 50 feet and .0137 foot-candles at 100 feet.

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	0 degrees	20 degrees	40 degrees	60 degrees	75 degrees
100'	0.2024	0.1670	0.1127	0.0510	0.0101
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300'	0.0225	0.0186	0.0125	0.0057	0.0011
400'	0.0127	0.0104	0.0070	0.0032	0.0006
500'	0.0081	0.0067	0.0045	0.0020	0.0004

Light values in foot-candles at night under typical operation



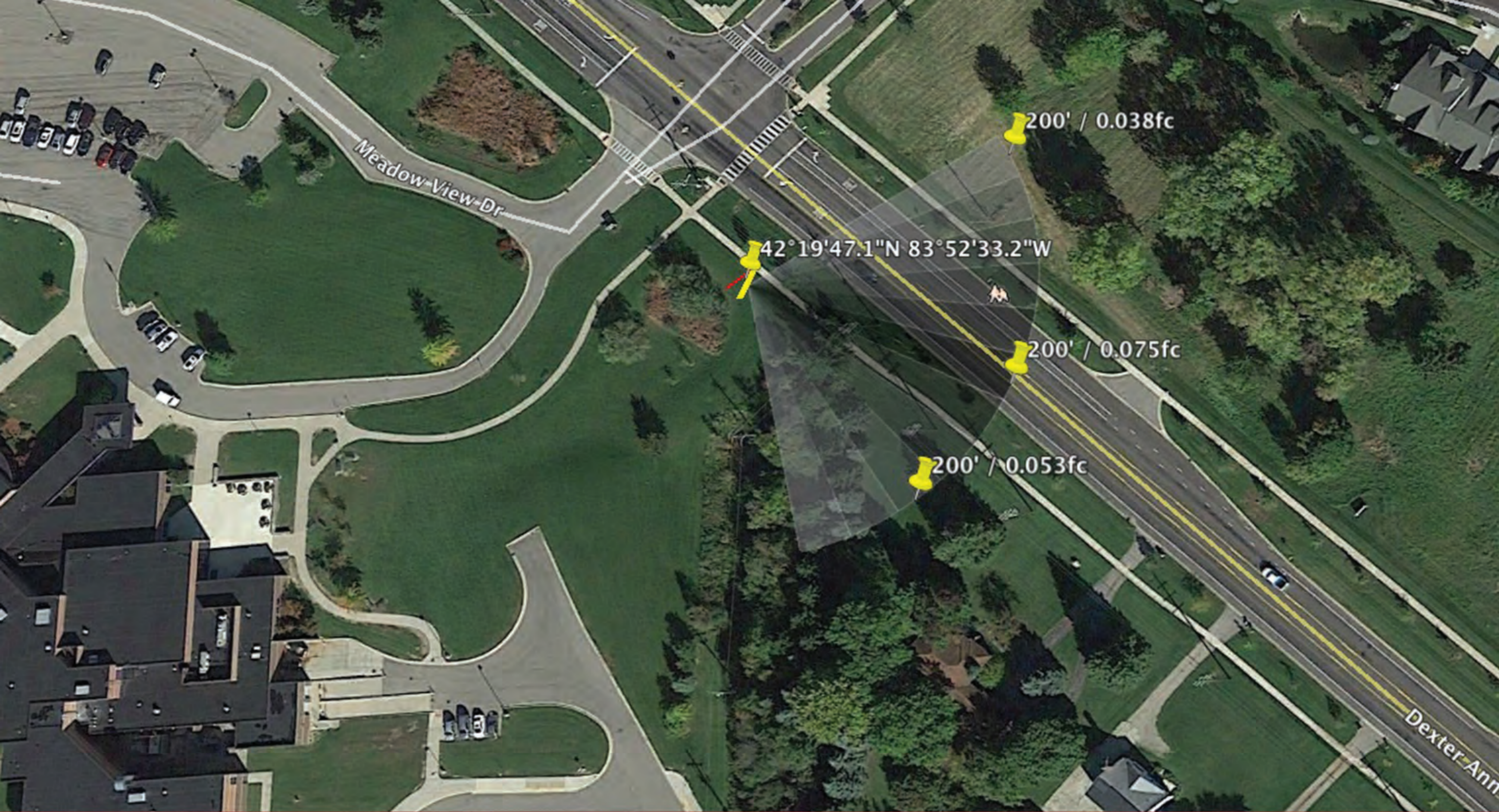
Conclusion

Given the above comparisons and measurements, the home owners will see an almost undetectable difference in ambient light after installation of a billboard. Ambient light levels in the neighborhood are more heavily impacted by porch lights and landscape lights than the increases produced by a billboard.

Ray Digby

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Dexter Ann Arbor Rd. @ Meadow View Dr.
CALCULATED LEVELS ABOVE AMBIENT
fc = Foot Candles | Calculations based on 140 nit, 100% white at night

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Jim Shimmin
GM Digital Products Group
jims@formetco.com

Dexter Community Schools
Digital Signs
F.A.Q.'s

Dexter Community Schools has been presented with an opportunity to lease land to Adams Outdoor Advertising for the placement of two digital signs on school property. The Board of Education is discussing the proposal and taking community input. We have created this document of frequently asked questions for your reference.

Where would the digital signs be placed?

The first location is on the west side of Baker Rd. between Dan Hoey Rd. and Shield Rd. at the edge of the open field. The side of the sign facing south (entering town) would be digital and the side facing north (leaving town) would be traditional.

The second location is on Dexter-Ann Arbor Rd. east of the current traffic light. The side of the sign facing east (entering town) would be digital and the side facing west (leaving town) would be traditional.

The proposed locations of the signs have been staked on each site. The exact locations will likely move further from the road once formally completing site plans to comply with right-of-way requirements. Visual mockups are displayed at the Superintendent's office in the Copeland Administration Building at 7714 Ann Arbor St.

How is this sign different than the digital sign in front of Creekside Intermediate School?

The digital sign in front of Creekside Elementary is approximately 3' x 10' in size and provides valuable information to the community on a daily basis. The proposed digital sign would be approximately 10' 6" x 22' in size and would have displays from both the school district, community events, and advertisers. One side of the sign is a static image similar to the existing billboard on Dexter-Ann Arbor Rd.

Where can we see a similar digital sign that has been installed elsewhere?

The proposed digital signs in Dexter will be the first in the area.

For size reference, the digital signs are called poster units and are 10' 6" x 22'. The billboards currently on Dexter-Ann Arbor Rd. in Dexter and on Baker Rd. near Marshall Rd. in Scio Township are also poster units, so those would be a good reference for size. The billboards you see on the highway are called bulletin units and are 14' x 48'.

For digital reference, the I sign at I-94 and Huron Street is the large bulletin size (over two times the length and 3 feet taller), but the digital technology is the same.

There is already a traditional billboard on Dexter Ann Arbor Rd. west of the traffic light, will that billboard be removed?

The City of Dexter is the lessor for that structure. At this time, no one has indicated that it needs to be removed.

How much revenue will the school receive? A total of \$40,000 per year (\$20,000 per site) with a 2% increase annually during the term of the contract.

Can the school have free advertising on the digital signs? Yes. The school can place one digital advertisement of its choice on each structure for each 4-week cycle. In addition, any unsold "slots" will be made available for the school to place an advertisement or School logo.

How long is the contract? Ten years.

Who will be responsible for determining the content? The contract contains advertising restrictions that comply with Board Policy 9700 which states, “No advertisement shall promote or contain references to alcohol, tobacco, drugs, drug paraphernalia, weapons, or lewd, vulgar, obscene pornographic or illegal materials or activities, gambling, violence, hatred, sexual conduct or sexually explicit material, X or R rated movies, or gambling ads. No advertisement shall promote any specific religion or religious, ethnic or racial group, political candidate or ballot issue and shall be non-proselytizing.” If advertising copy is inadvertently displayed in violation of the contract, then it will be removed as soon as possible, but no later than 48 hours.

Would the sign company be able to change the rules regarding content once the initial contract is up? No. School district attorneys have actively worked on the lease terms to protect the school district. The district policy regarding content is the final determiner for any and all advertising on school property.

What is being done about the congestion at the corners of Baker and Shield and Baker and Dan Hoey? The Washtenaw County Road Commission has applied for a grant to address the congestion. They are proposing to place one roundabout at the corner of Baker and Shield and another at the corner of Baker and Dan Hoey. The digital sign would be positioned to take into consideration the eventual placement of the two roundabouts. Adams Outdoor Advertising is working with the architect for the proposed roundabouts, the City of Dexter, and our DCS administration to refine the actual locations.

What is being done about pedestrian crossing on Baker Rd. between Bates and Creekside? The City of Dexter installed a pedestrian crossing on Baker Rd. that includes a center median and lights that flash at certain preset times each day. There are no pedestrian crossings near the proposed sign, which would be placed on Baker Rd. between Dan Hoey and Shield Roads.

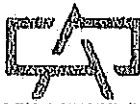
However, DCS has requested that the digital sign agreement include funding for a pedestrian-actuated warning system to be placed at the marked crosswalk on Baker Rd. between Bates and Creekside. The school installed a similar pedestrian-actuated warning system on Shield Rd. at the bridge, and it has been very well received. It is available for pedestrians 24/7 and is only activated when a pedestrian is crossing the street in the marked crosswalk. Because it is state law to stop for pedestrians at crosswalks, no additional inconvenience is added to drivers. It simply reminds them that they are expected to stop and encourages them to follow existing laws.

How bright are the digital signs? The digital signs are LED and the newest technology. The resulting light is described as being less bright than a street lamp. The brightness level automatically adjusts down for nighttime conditions. The lumen information is forthcoming.

How distracting will the signage be for nearby residents? The houses east of the proposed sign at Mill Creek has a pine tree screen between the school property and the residential properties. There are no houses facing the sign in the athletic field off Baker Rd. The digital signs have limited visibility off the edges of the signs.

Who will maintain the digital signs? All maintenance, repairs, and costs of the units will solely be Adams Outdoor Advertising’s responsibility. DCS has no ongoing cost related to either.

What happens if we don't renew the contract, are we responsible for removing it? No. The digital signs remain the property of Adams Outdoor Advertising and if the contract is not renewed, Adams Outdoor Advertising would remove the signs and return the property to the pre-lease condition.



LEASE AGREEMENT

Lease # 20744

THIS AGREEMENT, made this 1 day of March, 2017, by and between ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP ("Lessee"), whose address is: 880 James L. Hart Parkway, Ypsilanti Michigan 48197 and Dexter Community Schools ("Lessor"), whose address is: 7714 Ann Arbor Street Dexter MI 48130; WITNESSETH:

1. DEMISE: Lessor hereby leases and demises to Lessee the following described property ("Property") for the purpose of erecting, operating, maintaining, repairing, modifying and reconstructing outdoor advertising structures, together with any advertising, equipment and accessories that Lessee may desire to place thereon ("Structures"), and Lessor warrants to Lessee the quiet enjoyment of the Property during the term of this lease, and shall not enter into any agreement for or conditioned upon the removal of Lessee's Structures; the Property is located in the City/County of Washtenaw in the State of Michigan, and is more particularly described as:

Existing Structure # _____ Address: 2436 Baker Rd Dexter MI 48130
Tax Parcel # H-08-07-100-002

Lessor also hereby grants to Lessee the following easements over the Property and adjacent property owned or controlled by Lessor: a) an easement for reasonable access to Lessee's Structures; b) an easement to maintain an unobstructed view of the advertising copy on the Structures by passing motorists and pedestrians, including, but not limited to, the right to trim and remove any trees and other vegetation as often as Lessee in its sole discretion deems appropriate to prevent obstructions; and, c) an easement to connect utilities to Lessee's Structures.

2. TERM: This Lease is for a term of ten (10) years, commencing on the 1 day of January, 2017, and shall continue in full force and effect and be automatically extended for a like term (the "Extended Term"), and thereafter automatically for successive like terms (each a "Successive Term"); however, after the initial Extended Term, Lessor and Lessee shall each have the right to terminate this Lease Agreement by giving notice of termination to the other as provided for herein at least ninety (90) days in advance of the next Successive Term, AND renew for successive three year terms upon Mutual agreement of both (3) parties.

3. RENT: Rent shall commence on the later of completion of the Structure or commencement of the term and shall be the amount of \$ 20000.00, payable annually.

4. STRUCTURES: All Structures erected by or for the Lessee or its predecessors-in-interest on the Property shall at all times be and remain the property of the Lessee and, with the exception of the foundation, may be removed by the Lessee before or within a reasonable time of termination or expiration of this Lease Agreement, notwithstanding that such Structures are intended by Lessor and Lessee to be permanently affixed to the Property. Similarly, all license and permit rights relating to the use of the Property for outdoor advertising purposes are and shall at all times be and remain the property of the Lessee. If Lessee requires additional permits or approvals to conduct its business, Lessee has the right to, and Lessor's permission to, obtain the same and Lessor covenants and warrants that it shall cooperate fully with Lessee and shall execute all instruments necessary or appropriate in the matter.

5. REPRESENTATIONS: Lessor represents that it is the owner or the authorized agent of the owner of the Property and has full authority to enter into this Lease Agreement as or on behalf of owner. If ownership of the Property changes, Lessor shall notify Lessee within thirty (30) days of such change and shall furnish the new owner with a copy of this Lease Agreement. Throughout the term of this Lease, Lessor covenants not to lease, sell, transfer, assign or otherwise alienate the Property and/or the Lease, or any portion thereof, to any person or entity who competes with Lessee in the outdoor advertising and/or ground lease acquisition industries.

6. CANCELLATION: If, in Lessor's reasonable sole opinion: a) the view of the advertising copy on any Structure becomes obstructed; b) the Property cannot be safely used for the erection, maintenance or operation of any Structure for any reason; c) the value of any Structure is substantially diminished, in the sole judgment of the Lessee, for any reason; d) the Lessee is unable to obtain, maintain or continue in force any necessary permit for the erection, use or maintenance of any Structure as originally created; or, e) the use of any Structure, as originally erected, is prevented by law or by exercise of any governmental power; then Lessee may, at its option, either: (i) reduce and abate rent in proportion to the impact or loss that such occurrence has upon the value of Lessee's Structure for so long as such occurrence continues, or, (ii) cancel this Lease Agreement and receive a refund of any prepaid rent, prorated as of the date of cancellation.

To the extent permitted by law,

7. INDEMNIFICATION: Lessee shall indemnify and hold Lessor harmless from all injuries to the Property or third person caused by Lessee, Lessee's employees, agents, licensees and contractors; Lessor shall indemnify and hold Lessee harmless from all injuries to Structures or third persons caused by Lessor, Lessor's employees, agents, licensees and contractors.

8. CONDEMNATION: In the event that all or any part of the Property is acquired or sought to be acquired by any entity or person possessing or acting on behalf of any entity possessing the power of eminent domain, whether by condemnation or sale in lieu thereof, Lessee shall be entitled, in its sole and absolute discretion, to: a) contest the acquisition; b) reconstruct any of its Structures on the remaining property of the Lessor; and/or, c) recover damages and compensation for the fair market value of its leasehold and Structures taken or impacted by the acquisition. *Including reasonable attorneys fees*

9. ASSIGNMENT: This Lease Agreement is binding upon the heirs, successors and assigns of both Lessor and Lessee, with the exception of any termination rights of Lessor set forth in this Lease Agreement or any addendum or subsequent amendment, which rights may only be exercised by the original Lessor (whose name is set forth at the top of this lease) and not by or for the benefit of any entity with the power of eminent domain. Lessor agrees not to terminate or assign this lease for the benefit of any competitor of Lessee without Lessee's written permission. Lessee shall have the absolute right to assign its rights under this Lease Agreement.

10. RIGHT OF FIRST REFUSAL: If, during the term of this Lease Agreement (including any extensions or renewals thereof), or within 90 days after termination of this Lease Agreement, Lessor shall make or receive an offer to lease, license, convey, grant an easement, sell, or otherwise alienate all or any portion of the Property (an "Offer"), Lessor grants Lessee a right of first refusal ("ROFR") to enter into a new relationship with Lessor at the same price and on the same terms as contained in the Offer. Lessor shall deliver to Lessee (in the manner set forth in paragraph 11 of the Lease Agreement) a copy of the Offer within five (5) days of Lessor's receipt of the same. Lessee shall have thirty (30) days to exercise its ROFR by providing notice to Lessor within the ROFR period. In the event Lessee does not timely exercise its ROFR, the ROFR shall be deemed not exercised; provided, however, if Lessor does not lease, license, convey, grant an easement, sell, or otherwise alienate the Property to the purchaser identified in the Offer, or if the terms of the Offer should change prior to closing, the ROFR period shall automatically renew and Lessor shall deliver a copy of the Offer as amended or any new Offer to Lessee to begin the new ROFR period.

11. NOTICE: Any notice ("Notice") to Lessor or Lessee described in this Lease Agreement in order to be effective must be in writing and sent certified mail, return receipt requested, or via a nationally recognized Next-Day courier service, and then shall only be effective upon the earlier of a) the date that said Notice is delivered and received by a person at the address specified in the Agreement; or, b) the date that is three (3) days after mailing (postage prepaid) by certified mail, return receipt requested, to such address; provided that in either case Notice shall be delivered to such other address as Lessor or Lessee, as the case may be, has previously designated in writing and provided to the other by Notice as set forth herein.

12. MEMORANDUM OF LEASE: Lessor agrees that this Lease Agreement may be recorded.

13. MISCELLANEOUS: In the event of litigation between Lessor and Lessee predicated upon this Lease Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, provided, however, that Lessee shall first be given written Notice of default as set forth herein, and shall have failed to cure such default within thirty (30) days of receipt of said Notice. Neither Lessor nor Lessee shall be bound by any terms, conditions or oral representations that are not set forth in this Lease Agreement. The law of the state in which the Property is located shall govern. This Lease Agreement (and any addendum) represents the entire agreement of Lessee and Lessor with respect to the Structures and the Property.

14. ADDENDUM: There is is not an addendum attached to this Lease Agreement and incorporated by this reference (check one).

ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP

By: Adams Outdoor GP, LLC
Its: General Partner

By: _____
Corporate Vice President

Approved By: _____
General Manager

Witness (1)

Witness (2)

Dexter Community Schools
Name of Lessor or Authorized Representative

By: _____

Christopher Thomas
print name
Its: Superintendent
Soc. Sec. or FEIN# 38-608780

Lessor's Phone # (734) 233-1000

*we'll add
with
signature*

Witness (1)

Witness (2)

Lease # _____
Board/Structure # _____

ADDENDUM

THIS ADDENDUM is executed concurrently with, attached to and made part of a LEASE AGREEMENT, dated 1st of March 2017, ("Lease"), between ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP ("Lessee") and DEXTER COMMUNITY SCHOOLS. ("Lessor"). In addition to the provisions set forth in the LEASE AGREEMENT, Lessee and Lessor also agree to the following:

Advertising Restrictions: Lessee shall place no content, message or advertising on the Structure that in any way relates to tobacco and/or alcoholic products, sexually explicit depictions or business, or products or services that would compete with or be contrary to Lessor's educational products or services. Lessee acknowledges that Lessor provides public educational services and agrees that it will not use the Structure in any manner that will be contrary to reasonable standards of decency as determined by normal and reasonable community standards. It is the intent of both parties that the language of this section and the restrictions set forth within this section are in compliance with the Advertising Policy of the Lessor attached hereto as "Exhibit A". If advertising copy is inadvertently displayed on the Structure in violation of this paragraph, Lessee shall remove the same within 48 hours of notice from Lessor.

Ad Trade: In consideration of the terms and provisions of this Lease, Lessee agrees to provide Lessor with one (1) digital share (defined as one eight (8) second play per minute per cycle (defined as 4 consecutive weeks) for the exclusive use of Lessor. Lessor shall be allowed a minimum of two (2) copy changes per cycle (defined as 4 consecutive weeks) for each share, with additional copy changes based on availability and mutual agreement of both parties.

School Logo/Promotion: Lessee agrees to post electronic image of School logo along with the School Name ~~upon all ad trade advertising~~ as well on bonus shares based on unsold shares and availability as determined by Lessee.

Commencement: Commencement of the Lease shall start on the day after issuance of the final permit from the local municipality.

Hazardous Substances: The Lessee shall not place on the Property any petroleum products, asbestos, or other hazardous or toxic materials, waste, or substances, any pollutants and/or contaminants or any other similar substances or materials which are identified or defined as such in, or regulated by, any federal, state or local laws, rules, or

regulations (collectively, the "Hazardous Materials"). If it is necessary for Lessee to use any Hazardous Materials at the Property, it shall fully comply with all laws, ordinances, rules, orders or regulations applicable to the Hazardous Materials and shall be fully responsible for any expense or other cost arising out of the presence of Hazardous Materials brought onto the Property by Lessee, its contractors, agents, and/or employees.

To the extent permitted by law, →
Indemnification: ~~To the extent permitted by law,~~ Lessee shall indemnify and hold Lessor harmless from, including reasonable attorneys' fees, all injuries to the Property or third person caused by Lessee, Lessee's employees, agents, licensees and contractors. Lessor shall indemnify and hold Lessee harmless from, including reasonable attorneys' fees, all injuries to Structures or third persons caused by Lessor, Lessor's employees, agents, licensees and contractors.

Tax Exempt Liability: The Lessor is a tax-exempt entity and represents that it currently pays no real or personal taxes with respect to its ownership and/or use of the Property. Should any taxing authority impose real or personal taxes on the Lessor as a direct result of the placement and/or use of the Structures on the Property, the Lessee shall be solely responsible for such taxes (excepting income taxes), but only to the extent the same are directly attributable to the Structures' placement and/or use on the Property. However, if any such taxes are imposed, Lessor covenants and agrees to allow Lessee to appeal such tax determination and further covenants and agrees to provide reasonable non-financial assistance to the Lessee in its appeal(s). If Lessee obtains a final and non-appealable (by right) ruling confirming that the Property or the use thereof is subject to taxation as a direct result of the placement and/or use of the Structures on the Property, Lessee shall have the right to file an action for partition (or similar action) to separate and segregate an amount of the land from the Property sufficient for the Lessee to engage in the business contemplated by this Agreement and for the purpose of lessening the tax burden on Lessee. Lessor covenants and agrees to provide reasonable non-financial assistance to the Lessee in its efforts to separate and segregate an amount of land from the Property sufficient for Lessee to engage in the business contemplated by this Agreement and for the purpose of lessening the tax burden on the Lessee.

Insurance: Lessee shall indemnify and hold harmless, ~~to the extent allowable by law,~~ Lessor, and shall provide a certificate naming Lessor as an additional insured. The policy shall carry a Commercial General Liability Coverage limit of no less than \$1,000,000 per occurrence, \$1,000,000 aggregate limit, a Michigan No Fault Automobile Liability Coverage on all owned, hired or non-owned vehicles licensed for road use and used by all contractors in connection with this project. Auto Liability Coverage for bodily injury and property damage shall apply at no less than \$1,000,000 per occurrence.

IN THE EVENT OF A CONFLICT between the Lease and the Addendum, the provisions of this Addendum shall take priority; in all other respects, the Lease remains unchanged.

Lessee agrees to comply in good faith with the adopted advertising policies of the Lessor, see "Exhibit A".

Adams Outdoor Advertising Limited Partnership

By: Adams Outdoor Advertising, Inc.

By: _____

VP Real Estate

By: _____

By: _____

General Manager

By: _____



Lease # _____

RENT ESCALATOR ADDENDUM

THIS ADDENDUM is executed concurrently with, attached to and made part of a LEASE AGREEMENT, dated _____, ("Lease"), between ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP ("Lessee") and _____ ("Lessor"). In addition to the provisions set forth in the LEASE AGREEMENT, Lessee and Lessor also agree to the following:

RENT ADJUSTMENT: The rent stated in paragraph 3 of the Lease Agreement shall be increased by ^{two} percent (^{2%} 10%) at the commencement of ~~the sixth~~ ^{each} year of the Lease Term.

IN THE EVENT OF A CONFLICT between the Lease and the Addendum, the provisions of this Addendum shall take priority, except with respect to Lease paragraph 6; in all other respects, the Lease remains unchanged.

ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP
By: Adams Outdoor GP, LLC
Its: General Partner

By: _____
Corporate Vice President

Approved By: _____
General Manager

Witness (1)

Witness (2)

Name of Lessor or Authorized Representative

By: _____

Print Name

Soc. Sec. or FEIN # _____

Lessor's Phone # _____

Witness (1)

Witness (2)

Lease # _____

DEVELOPMENT ADDENDUM

THIS ADDENDUM is executed concurrently with, attached to and made part of a LEASE AGREEMENT, dated _____, ("Lease"), between ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP ("Lessee") and _____ ("Lessor"). In addition to the provisions set forth in the LEASE AGREEMENT, Lessee and Lessor also agree to the following:

DEVELOPMENT OF THE PROPERTY: After the fifth annual anniversary of the commencement of the Lease term, in the event the Property is to be ~~improved~~ ^{developed} by construction of a permanent commercial, industrial or residential building at the location of Lessee's Structure for which all necessary approvals and building permits have been issued; Lessor may require Lessee to move and reconstruct its Structure to a suitable location elsewhere on the Property by providing Lessee with written notice to that effect, together with copies of the issued building permit, site plan and construction plans, at least ninety (90) days in advance of the date the Structure is required to be moved and reconstructed. Lessor agrees not to remove the structure except through legal process.

IN THE EVENT OF A CONFLICT between the Lease and this Addendum, the provisions of this Addendum shall take priority; in all other respects, the Lease remains unchanged.

ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP
 By: Adams Outdoor GP, LLC
 Its: General Partner

By: _____
 Corporate Vice President

Approved By: _____
 General Manager

 Witness (1)

 Witness (2)

 Name of Lessor or Authorized Representative

By: _____

 Print Name

Soc. Sec. or FEIN # _____

Lessor's Phone # _____

 Witness (1)

 Witness (2)

5. media-based electronic advertising (e.g., Internet or web-based sponsorship);
6. free samples (e.g., of food or personal hygiene products).

C. Indirect Advertising:

1. corporate-sponsored instructional or educational materials, teacher training, contests, incentives, grants or gifts;
2. the Board approves the use of instructional materials developed by commercial organizations such as films and videos only if the education value of the materials outweighs their commercial nature.

The films or material shall be carefully evaluated by the school principal for classroom use to determine whether the films or materials contain undesirable propaganda and are in

compliance with the guidelines as set forth above.

It is further the policy of the Board that its name, students, staff members and District facilities shall not be used for any commercial advertising or otherwise promoting the interests of any commercial, political, nonprofit or other non-school agency or organization, public or private, without the approval of the Board or its designee.

Any commercial advertising shall be structured in accordance with the General Advertising Guidelines set forth below.

General Advertising Guidelines

The following guidelines shall be followed with respect to any form of advertising on school grounds:

- A. When working together, schools and businesses must protect educational values. All commercial or corporate involvement should be consistent with the District's educational standards and goals.
- B. Any advertising that may become a permanent or semi-permanent (defined as six (6) months or longer) part of a school requires prior approval of the Board.
- C. The District is a non-public forum and the Board can determine, in its sole judgment, to accept or reject any request for advertising or promotion.
- D. No advertisement shall promote or contain references to alcohol, tobacco, drugs, drug paraphernalia, weapons, or lewd, vulgar, obscene, pornographic or illegal materials or activities, gambling, violence, hatred, sexual conduct or sexually explicit material, X or R rated movies, or gambling aids.
- E. No advertisement shall promote any specific religion or religious, ethnic or racial group, political candidate or ballot issue and shall be non-

Dexter Community Schools

Bylaws & Policies

9700.01 - ADVERTISING AND COMMERCIAL ACTIVITIES

The purpose of this policy is to provide guidelines for the appropriate and inappropriate use of advertising or promoting of commercial products or services to students and parents in the schools.

"Advertising" comes in many different categories and forums and is defined as an oral, written or graphic statement made by the producer, manufacturer, or seller of products, equipment, or services which calls for the public's attention to arouse a desire to buy, use or patronize the product, equipment, or services. This includes the visible promotion of product logos for other than identification purposes. Brand names, trademarks, logos or tags for product or service identification purposes are not considered advertising.

"Sponsorship" takes place when businesses, organizations, or individuals underwrite the cost of a program or services provided in schools.

"Licensing" is an exclusive agreement with a company or organization to provide a specific product or service.

The Board of Education may permit advertising in School District facilities or on School District property in the following categories or forums in accordance with the guidelines set forth herein:

A. Product Sales:

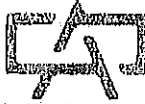
1. product sales benefiting a district, school or student activity (e.g., the sale of beverages or food within schools);
2. exclusive agreements between the District and businesses that provide the businesses with the exclusive right to sell or promote their products or services in the schools (e.g. pouring rights contracts with soda companies);
3. fundraising activities (e.g., short term sales of gift wrap, cookies, candy, etc.) to benefit a specific student population, club or activity where the school receives a share of the profits.

B. Direct Advertising/Appropriation of Space:

1. signage in schools and school facilities;
2. corporate logos or brand names on school equipment (e.g., marquees, message boards or score boards);
3. ads, corporate logos, or brand names on book covers, student assignment books, posters, or spirit wear;
4. ads in school publications (newspapers and yearbooks and event programs);

proselytizing.

- F. No advertisement may contain libelous material.
- G. No advertisement may be approved which would tend to create a substantial disruption in the school environment or inhibit the functioning of any school.
- H. No advertisement shall be false, misleading or deceptive.
- I. Each advertisement must be reviewed in advance for age appropriateness.
- J. Advertisements may be rejected by the School District if determined to be inconsistent with the educational objectives of the School District, inappropriate, or inconsistent with the guidelines set forth in this policy.
- K. All corporate support or activity must be consistent with the Board's policies prohibiting discrimination on the basis of race, color, national origin, religion, sex, disability, or age, and must be age-appropriate.
- L. Students shall not be required to advertise a product, service, company or industry.
- M. Advertising will not be permitted on the outside or the inside of school buses, or posted inside of classrooms (excluding the high school gym and outside athletic facilities).
- N. Advertising will not be permitted on athletic team uniforms, or the uniforms of curricular or co-curricular groups (e.g., band, orchestra, choir, debate, etc.)
- O. The name of a corporate sponsor or advertiser shall not be placed in such a manner that it supersedes or takes priority over the name of the school district or its mascot.
- P. The Superintendent or designee is responsible for screening all advertising.
- Q. The Superintendent or designee may require that samples of advertising be made available for inspection.
- R. The inclusion of advertisements in School District publications, in School District facilities, or on school district property does not constitute or imply approval and/or endorsement of any product, service, organization, or activity.
- S. Final discretion regarding whether to advertise and the content and value



LEASE AGREEMENT

Lease # 20743

THIS AGREEMENT, made this 1 day of March, 2017, by and between ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP ("Lessee"), whose address is: 880 James L. Hart Parkway, Ypsilanti Michigan 48197 and Dexter Community Schools ("Lessor"), whose address is: 7714 Ann Arbor Street Dexter MI 48130; WITNESSETH:

1. DEMISE: Lessor hereby leases and demises to Lessee the following described property ("Property") for the purpose of erecting, operating, maintaining, repairing, modifying and reconstructing outdoor advertising structures, together with any advertising, equipment and accessories that Lessee may desire to place thereon ("Structures"), and Lessor warrants to Lessee the quiet enjoyment of the Property during the term of this lease, and shall not enter into any agreement for or conditioned upon the removal of Lessee's Structures; the Property is located in the City/County of Washtenaw in the State of Michigan, and is more particularly described as:

Existing Structure # Address: 7305 Dexter Ann Arbor Rd, Dexter MI 48130
Tax Parcel # 08-08-05-300-002

Lessor also hereby grants to Lessee the following easements over the Property and adjacent property owned or controlled by Lessor: a) an easement for reasonable access to Lessee's Structures; b) an easement to maintain an unobstructed view of the advertising copy on the Structures by passing motorists and pedestrians, including, but not limited to, the right to trim and remove any trees and other vegetation as often as Lessee in its sole discretion deems appropriate to prevent obstructions; and, c) an easement to connect utilities to Lessee's Structures.

2. TERM: This Lease is for a term of ten (10) years, commencing on the 1 day of January, 2016, and shall continue in full force and effect and be automatically extended for a like term (the "Extended Term"), and thereafter automatically for successive like terms (each a "Successive Term"); however, after the initial ~~Extended Term~~ Term, Lessor and Lessee shall each have the right to terminate this Lease Agreement by giving notice of termination to the other as provided for herein at least ninety (90) days in advance of the next Successive Term. *and renews automatically for an annual term for successive three year(3) terms upon mutual agreement of both parties.*

3. RENT: Rent shall commence on the later of completion of the Structure or commencement of the term and shall be the amount of \$ 20000.00, payable annually.

4. STRUCTURES: All Structures erected by or for the Lessee or its predecessors-in-interest on the Property shall at all times be and remain the property of the Lessee and, with the exception of the foundation, may be removed by the Lessee before or within a reasonable time of termination or expiration of this Lease Agreement, notwithstanding that such Structures are intended by Lessor and Lessee to be permanently affixed to the Property. Similarly, all license and permit rights relating to the use of the Property for outdoor advertising purposes are and shall at all times be and remain the property of the Lessee. If Lessee requires additional permits or approvals to conduct its business, Lessee has the right to, and Lessor's permission to, obtain the same and Lessor covenants and warrants that it shall cooperate fully with Lessee and shall execute all instruments necessary or appropriate in the matter.

5. REPRESENTATIONS: Lessor represents that it is the owner or the authorized agent of the owner of the Property and has full authority to enter into this Lease Agreement as or on behalf of owner. If ownership of the Property changes, Lessor shall notify Lessee within thirty (30) days of such change and shall furnish the new owner with a copy of this Lease Agreement. Throughout the term of this Lease, Lessor covenants not to lease, sell, transfer, assign or otherwise alienate the Property and/or the Lease, or any portion thereof, to any person or entity who competes with Lessee in the outdoor advertising and/or ground lease acquisition industries.

6. CANCELLATION: If, in Lessee's *reasonable* ~~sole~~ opinion: a) the view of the advertising copy on any Structure becomes obstructed; b) the Property cannot be safely used for the erection, maintenance or operation of any Structure for any reason; c) the value of any Structure is substantially diminished, in the sole judgment of the Lessee, for any reason; d) the Lessee is unable to obtain, maintain or continue in force any necessary permit for the creation, use or maintenance of any Structure as originally erected; or, e) the use of any Structure, as originally erected, is prevented by law or by exercise of any governmental power; then Lessee may, at its option, either: (i) *reduce and abate rent in proportion to the impact or loss that such occurrence has upon the value of Lessee's Structure for so long as such occurrence continues;* or, (ii) cancel this Lease Agreement and receive a refund of any prepaid rent, prorated as of the date of cancellation.

To the extent permitted by law,

7. **INDEMNIFICATION:** Lessee shall indemnify and hold Lessor harmless from all injuries to the Property or third person caused by Lessee, Lessee's employees, agents, licensees and contractors; Lessor shall indemnify and hold Lessee harmless from all injuries to Structures or third persons caused by Lessor, Lessor's employees, agents, licensees and contractors.

8. **CONDEMNATION:** In the event that all or any part of the Property is acquired or sought to be acquired by any entity or person possessing or acting on behalf of any entity possessing the power of eminent domain, whether by condemnation or sale in lieu thereof, Lessee shall be entitled, in its sole and absolute discretion, to: a) contest the acquisition; b) reconstruct any of its Structures on the remaining property of the Lessor; and/or, c) recover damages and compensation for the fair market value of its leasehold and Structures taken or impacted by the acquisition. *including reasonable attorneys fees*

9. **ASSIGNMENT:** This Lease Agreement is binding upon the heirs, successors and assigns of both Lessor and Lessee, with the exception of any termination rights of Lessor set forth in this Lease Agreement or any addendum or subsequent amendment, which rights may only be exercised by the original Lessor (whose name is set forth at the top of this lease) and not by or for the benefit of any entity with the power of eminent domain. Lessor agrees not to terminate or assign this lease for the benefit of any competitor of Lessee without Lessee's written permission. Lessee shall have the absolute right to assign its rights under this Lease Agreement.

10. **RIGHT OF FIRST REFUSAL:** If, during the term of this Lease Agreement (including any extensions or renewals thereof), or within 90 day after termination of this Lease Agreement, Lessor shall make or receive an offer to lease, license, convey, grant an easement, sell, or otherwise alienate all or any portion of the Property (an "Offer"), Lessor grants Lessee a right of first refusal ("ROFR") to enter into a new relationship with Lessor at the same price and on the same terms as contained in the Offer. Lessor shall deliver to Lessee (in the manner set forth in paragraph 11 of the Lease Agreement) a copy of the Offer within five (5) days of Lessor's receipt of the same. Lessee shall have thirty (30) days to exercise its ROFR by providing notice to Lessor within the ROFR period. In the event Lessee does not timely exercise its ROFR, the ROFR shall be deemed not exercised; provided, however, if Lessor does not lease, license, convey, grant an easement, sell, or otherwise alienate the Property to the purchaser identified in the Offer, or if the terms of the Offer should change prior to closing, the ROFR period shall automatically renew and Lessor shall deliver a copy of the Offer as amended or any new Offer to Lessee to begin the new ROFR period.

11. **NOTICE:** Any notice ("Notice") to Lessor or Lessee described in this Lease Agreement in order to be effective must be in writing and sent certified mail, return receipt requested, or via a nationally recognized Next-Day courier service, and then shall only be effective upon the earlier of a) the date that said Notice is delivered and received by a person at the address specified in the Agreement; or, b) the date that is three (3) days after mailing (postage prepaid) by certified mail, return receipt requested, to such address; provided that in either case Notice shall be delivered to such other address as Lessor or Lessee, as the case may be, has previously designated in writing and provided to the other by Notice as set forth herein.

12. **MEMORANDUM OF LEASE:** Lessor agrees that this Lease Agreement may be recorded.

13. **MISCELLANEOUS:** In the event of litigation between Lessor and Lessee predicated upon this Lease Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, provided, however, that Lessee shall first be given written Notice of default as set forth herein, and shall have failed to cure such default within thirty (30) days of receipt of said Notice. Neither Lessor nor Lessee shall be bound by any terms, conditions or oral representations that are not set forth in this Lease Agreement. The law of the state in which the Property is located shall govern. This Lease Agreement (and any addendum) represents the entire agreement of Lessee and Lessor with respect to the Structures and the Property.

14. **ADDENDUM:** There is is not an addendum attached to this Lease Agreement and incorporated by this reference (check one).

ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP
By: Adams Outdoor GP, LLC
Its: General Partner

Dexter Community Schools
Name of Lessor or Authorized Representative

By: _____
Corporate Vice President

By: _____
Christina [unclear]
print name
Its Superintendent
Soc. Sec. or FEIN# 38-6027801

Approved By: _____
General Manager

Lessor's Phone # (734) 233-1100

we'll add that signing

Witness (1)

Witness (1)

Witness (2)

Witness (2)

Lease # _____
Board/Structure # _____

ADDENDUM

THIS ADDENDUM is executed concurrently with, attached to and made part of a LEASE AGREEMENT, dated 1st of March 2017, ("Lease"), between ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP ("Lessee") and DEXTER COMMUNITY SCHOOLS. ("Lessor"). In addition to the provisions set forth in the LEASE AGREEMENT, Lessee and Lessor also agree to the following:

Advertising Restrictions: Lessee shall place no content, message or advertising on the Structure that in any way relates to tobacco and/or alcoholic products, sexually explicit depictions or business, or products or services that would compete with or be contrary to Lessor's educational products or services. Lessee acknowledges that Lessor provides public educational services and agrees that it will not use the Structure in any manner that will be contrary to reasonable standards of decency as determined by normal and reasonable community standards. It is the intent of both parties that the language of this section and the restrictions set forth within this section are in compliance with the Advertising Policy of the Lessor attached hereto as "Exhibit A". If advertising copy is inadvertently displayed on the Structure in violation of this paragraph, Lessee shall remove the same within 48 hours of notice from Lessor.

Ad Trade: In consideration of the terms and provisions of this Lease, Lessee agrees to provide Lessor with one (1) digital share (defined as one eight (8) second play per minute per cycle (defined as 4 consecutive weeks) for the exclusive use of Lessor. Lessor shall be allowed a minimum of two (2) copy changes per cycle (defined as 4 consecutive weeks) for each share, with additional copy changes based on availability and mutual agreement of both parties.

School Logo/Promotion: Lessee agrees to post electronic image of School logo along with the School Name ~~upon all ad trade advertising~~ as well on bonus shares based on unsold shares and availability as determined by Lessee.

Commencement: Commencement of the Lease shall start on the day after issuance of the final permit from the local municipality.

Hazardous Substances: The Lessee shall not place on the Property any petroleum products, asbestos, or other hazardous or toxic materials, waste, or substances, any pollutants and/or contaminants or any other similar substances or materials which are identified or defined as such in, or regulated by, any federal, state or local laws, rules, or

regulations (collectively, the "Hazardous Materials"). If it is necessary for Lessee to use any Hazardous Materials at the Property, it shall fully comply with all laws, ordinances, rules, orders or regulations applicable to the Hazardous Materials and shall be fully responsible for any expense or other cost arising out of the presence of Hazardous Materials brought onto the Property by Lessee, its contractors, agents, and/or employees.

To the extent permitted by law → **Indemnification:** ~~To the extent permitted by law~~, Lessee shall indemnify and hold Lessor harmless from, including reasonable attorneys' fees, all injuries to the Property or third person caused by Lessee, Lessee's employees, agents, licensees and contractors. Lessor shall indemnify and hold Lessee harmless from, including reasonable attorneys' fees, all injuries to Structures or third persons caused by Lessor, Lessor's employees, agents, licensees and contractors.

Tax Exempt Liability: The Lessor is a tax-exempt entity and represents that it currently pays no real or personal taxes with respect to its ownership and/or use of the Property. Should any taxing authority impose real or personal taxes on the Lessor as a direct result of the placement and/or use of the Structures on the Property, the Lessee shall be solely responsible for such taxes (excepting income taxes), but only to the extent the same are directly attributable to the Structures' placement and/or use on the Property. However, if any such taxes are imposed, Lessor covenants and agrees to allow Lessee to appeal such tax determination and further covenants and agrees to provide reasonable non-financial assistance to the Lessee in its appeal(s). If Lessee obtains a final and non-appealable (by right) ruling confirming that the Property or the use thereof is subject to taxation as a direct result of the placement and/or use of the Structures on the Property, Lessee shall have the right to file an action for partition (or similar action) to separate and segregate an amount of the land from the Property sufficient for the Lessee to engage in the business contemplated by this Agreement and for the purpose of lessening the tax burden on Lessee. Lessor covenants and agrees to provide reasonable non-financial assistance to the Lessee in its efforts to separate and segregate an amount of land from the Property sufficient for Lessee to engage in the business contemplated by this Agreement and for the purpose of lessening the tax burden on the Lessee.

Insurance: Lessee shall indemnify and hold harmless, ~~to the extent allowable by law~~, Lessor, and shall provide a certificate naming Lessor as an additional insured. The policy shall carry a Commercial General Liability Coverage limit of no less than \$1,000,000 per occurrence, \$1,000,000 aggregate limit, a Michigan No Fault Automobile Liability Coverage on all owned, hired or non-owned vehicles licensed for road use and used by all contractors in connection with this project. Auto Liability Coverage for bodily injury and property damage shall apply at no less than \$1,000,000 per occurrence.

IN THE EVENT OF A CONFLICT between the Lease and the Addendum, the provisions of this Addendum shall take priority; in all other respects, the Lease remains unchanged.

Lessee agrees to comply in good faith with the adopted advertising policies of the Lessor, see "Exhibit A".

Adams Outdoor Advertising Limited Partnership

By: Adams Outdoor Advertising, Inc.

By: _____

VP Real Estate

By: _____

By: _____

General Manager

By: _____



Lease # _____

RENT ESCALATOR ADDENDUM

THIS ADDENDUM is executed concurrently with, attached to and made part of a LEASE AGREEMENT, dated _____, ("Lease"), between ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP ("Lessee") and _____ ("Lessor"). In addition to the provisions set forth in the LEASE AGREEMENT, Lessee and Lessor also agree to the following:

RENT ADJUSTMENT: The rent stated in paragraph 3 of the Lease Agreement shall be increased by ^{two} percent (10%) at the commencement of the ~~each~~ ^{each} year of the Lease Term.

IN THE EVENT OF A CONFLICT between the Lease and the Addendum, the provisions of this Addendum shall take priority, except with respect to Lease paragraph 6; In all other respects, the Lease remains unchanged.

ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP
By: Adams Outdoor GP, LLC
Its: General Partner

By: _____
Corporate Vice President

Approved By: _____
General Manager

Witness (1)

Witness (2)

Name of Lessor or Authorized Representative

By: _____

Print Name

Soc. Sec. or FBIN # _____

Lessor's Phone # _____

Witness (1)

Witness (2)



adams outdoor advertising

Lease # _____

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Its: General Partner

By: _____
Corporate Vice President

Approved By: _____
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Witness (1)

Witness (2)

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2. the Board approves the use of instructional materials developed by commercial organizations such as films and videos only if the education value of the materials outweighs their commercial nature.

The films or material shall be carefully evaluated by the school principal for classroom use to determine whether the films or materials contain undesirable propaganda and are in

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- C. The District is a non-public forum and the Board can determine, in its sole judgment, to accept or reject any request for advertising or promotion.
- D. No advertisement shall promote or contain references to alcohol, tobacco, drugs, drug paraphernalia, weapons, or lewd, vulgar, obscene, pornographic or illegal materials or activities, gambling, violence, hatred, sexual conduct or sexually explicit material, X or R rated movies, or gambling aids.
- E. No advertisement shall promote any specific religion or religious, ethnic or racial group, political candidate or ballot issue and shall be non-

Dexter Community Schools

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B. Direct Advertising/Appropriation of Space:

1. signage in schools and school facilities;
2. corporate logos or brand names on school equipment (e.g., marquees, message boards or score boards);
3. ads, corporate logos, or brand names on book covers, student assignment books, posters, or spirit wear;
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proselytizing.

- F. No advertisement may contain libelous material.
- G. No advertisement may be approved which would tend to create a substantial disruption in the school environment or inhibit the functioning of any school.
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- I. Each advertisement must be reviewed in advance for age appropriateness.
- J. Advertisements may be rejected by the School District if determined to be inconsistent with the educational objectives of the School District, inappropriate, or inconsistent with the guidelines set forth in this policy.
- K. All corporate support or activity must be consistent with the Board's policies prohibiting discrimination on the basis of race, color, national origin, religion, sex, disability, or age, and must be age-appropriate.
- L. Students shall not be required to advertise a product, service, company or industry.
- M. Advertising will not be permitted on the outside or the inside of school buses, or posted inside of classrooms (excluding the high school gym and outside athletic facilities).
- N. Advertising will not be permitted on athletic team uniforms, or the uniforms of curricular or co-curricular groups (e.g., band, orchestra, choir, debate, etc.)
- O. The name of a corporate sponsor or advertiser shall not be placed in such a manner that it supersedes or takes priority over the name of the school district or its mascot.
- P. The Superintendent or designee is responsible for screening all advertising.
- Q. The Superintendent or designee may require that samples of advertising be made available for inspection.
- R. The inclusion of advertisements in School District publications, in School District facilities, or on school district property does not constitute or imply approval and/or endorsement of any product, service, organization, or activity.
- S. Final discretion regarding whether to advertise and the content and value