



LEASE AGREEMENT

Lease # 20743

THIS AGREEMENT, made this 1 day of ~~July~~ March, 20 ~~16~~ 17, 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:

the area of the property of Located on  
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~~ March, 20 ~~16~~ 17, 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 (3) year 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.

*Lessor retains the continued right to engage in direct outdoor advertising reasonable*

6. CANCELLATION: If, in Lessee's ~~sole~~ *reasonable* 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 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.

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.

*(including reasonable attorneys fees. To the extent permitted by law)*

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.

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

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 # \_\_\_\_\_

**RENT ESCALATOR 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 \_\_\_\_\_ ("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 <sup>two</sup> ~~ten~~ percent (<sup>2%</sup> ~~10%~~) at the commencement of ~~the sixth~~ <sup>each</sup> 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 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:

**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 by ~~construction of a permanent commercial, industrial or residential building~~ *DEVELOPED BY THE LESSEE* 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)

Lease # \_\_\_\_\_  
Board/Structure # \_\_\_\_\_

### ADDENDUM

THIS ADDENDUM is executed concurrently with, attached to and made part of a LEASE AGREEMENT, dated 1<sup>st</sup> 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.

**Non-Exclusivity:** Nothing in this agreement shall preclude the Lessee from approving outdoor or indoor advertising in accordance with the Advertising Policy of the Lessor attached hereto as "Exhibit A."

**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 digital share, with additional copy changes based on availability and mutual agreement of both parties.

**School Logo/Promotion:** In consideration of the terms and provisions of this Lease, Lessee will agree to post electronic image of School logo with the School Name or bonus shares based on all unsold shares and availability as determine by Lessee.

**Structure Design/Placement:** The structures' design and placement shall be approved by the Lessor as depicted in the drawings attached hereto as "Exhibit B." Any changes to the structure design and/or placement shall be approved in advance by the Lessor.

**Commencement:** Commencement of the Lease shall start on the day after issuance of the final permit from the local municipality. In the event no permit is required, commencement of the Lease shall start on the day following operation of the sign commences.

**Maintenance and Costs of Structure:** All construction, maintenance, and costs of the structure shall be the sole responsibility of Lessee. Lessor has no initial or ongoing costs related to the structure.

**Pedestrian Crosswalk:** In consideration of the terms and provisions of this Lease, Lessee will agree to provide funding for least one pedestrian-actuated warning system of the type and at the location determined by the Lessor. The total funding shall not exceed \$30,000 without the prior approval of the Lessee. The Lessee has no obligation to construct or ongoing obligation to fund or provide maintenance of said system.

**Removal of Structure:** Should this Lease be terminated according to any provisions of this Lease, Lessee shall remove the structures and foundation, at the Lessee's cost, and return the property to its original state prior to erection of the structures. Alternatively, if by mutual agreement, ownership of the structures and/or foundation may remain permanently, full ownership would be transferred to the Lessor.

**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.

**Tax Exempt Liability:** The Lessor is a tax-exempt entity. Any taxes imposed on the property or the use thereof pursuant to this Lease or the performance thereof shall be the sole responsibility of the Lessee. 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 result of this Agreement or the performance thereof, Lessee shall have the right to file an action for partition (or similar action) to separate and segregate and 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. Lessor retains ownership of any partition of land.

**Insurance:** Lessee shall indemnify and hold harmless, 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: \_\_\_\_\_

Dexter Community Schools  
Bylaws & Policies

"Exhibit A"

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## 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);

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-

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

of the materials will be with the Board.

## **Accounting**

Advertising revenues must be properly reported and accounted for by the District's Business Office. All revenue generated through advertising will be directed to the sponsored building or department for use to support programs and activities. The building or department administrator will direct the use of revenue received through advertising.

Adopted 5/20/13

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