

## OUTDOOR LEASE AGREEMENT

1. This Lease Agreement ("Lease") is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016, and entered into by the City of Boynton Beach, a Florida Municipality ("Landlord") and Wilton Manors Street Systems, Inc., a Florida corporation ("Tenant"). Landlord hereby leases to tenant a portion of the real estate commonly known as the City of Boynton Beach Public Works Site located at 510 NW 14<sup>th</sup> Court in the City of Boynton Beach, County of Palm Beach, in the State of Florida ("Property")-~~whose permanent property parcel identification number 08434521340010000 and legal description are attached together with a site plan as Exhibit "A". The specific portion of the Public Works Site shall be agreed upon by the parties and described in a separate document.~~ The Property is leased for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing one (1) outdoor advertising structure, which shall contain two (2) ~~static advertising electronic changeable sign~~ faces (~~light-emitting diode – "LED" digital advertising technology in compliance and comply~~ with Chapter 479 of the Florida Statutes, ~~Chapter 14-10 Florida Administrative Code,~~ -and that certain Settlement Agreement dated October 5, 2001, attached as Exhibit "B", including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structure"). Wilton Manors Street Systems, Inc. currently holds the rights to two of the nine outdoor advertising structures contemplated by the Settlement Agreement. The Structure contemplated by this Lease shall constitute one of Wilton Manors Street Systems, Inc.'s two outdoor advertising structures. The Settlement Agreement remains in full force and effect in all respects except that should Wilton Manors Street Systems, Inc., its licensees, heirs, successors or assigns requests to erect the one additional outdoor advertising structures permitted by the Settlement Agreement, the City agrees to approve, permit and allow for either or both of the sign faces on that structure to contain electronic changeable sign faces (light-emitting diode ("LED")) digital advertising technology for that outdoor advertising structure. This Lease includes all necessary rights of ingress and egress and utility access. Further, Tenant may license the use of the Structure, or any portion thereof, for any lawful purpose.

2. Term: This Lease shall be in effect for an initial term of Thirty (30) Years, commencing on the first day of the first month following completion of construction as indicated by a Final Inspection approval by the City of Boynton Beach. If another government or quasi-government entity acquires

the property, then the Lease shall be extended to the date which is 30 years from the date of acquisition.

3. Rent: The Structure shall contain two (2) Electronic Changeable Sign Faces (light-emitting diode – “LED”) digital advertising technology: Tenant shall apply for necessary approvals for the installation of two (2) Electronic Changeable Sign Faces to be permanently installed on the south facing and the north facing (for northbound and southbound traffic on Interstate 95) of the Structure. ~~static advertising faces.~~ Within 150 days of issuance of the necessary approvals for the installation and operation of two (2) Electronic Changeable Sign Faces to be installed on the Structure, Tenant shall purchase and install the Electronic Changeable Sign Faces and, upon final inspection and approval by the City of Boynton Beach, on the first day of the first month following such final inspection approval by the City, Tenant shall pay the City the first Annual Base Rental sum of \$50,000. Tenant shall pay Landlord upon execution of this Lease rent in the amount of One Thousand Dollars (\$1,000.00) for the period of time prior to complete construction of the Structure. Construction of the Structure shall commence within 120 days following issuance of all necessary governmental approvals for construction. On the first day of the first month after construction is completed, as evidenced by Final Inspection approval from the City of Boynton Beach, Annual Base Rent in the amount of \$24,750.00 shall be payable in full by Tenant. On the first anniversary of the Lease and on every anniversary thereafter, the Annual Base Rent shall be increased by the sum of three per cent (3%) per year over the previous year.

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(1) Promotional Digital Advertising Space to the City. As additional compensation, Tenant shall provide Landlord with digital advertising space on the Structure to advertise and promote the City of Boynton Beach and community events and programs within the City (i.e., events such as the City’s annual Founder’s Day). In consideration for the execution of this Agreement and improvement to digital advertising technology by Landlord, at no cost or expense to the City of Boynton Beach, Tenant agrees to provide to the City of Boynton Beach one guaranteed cycle in a standard rotation on the Electronic Changeable Sign Face(s) of the Structure for five (5) blocks of time during each calendar year with each block being two (2) weeks long. In addition to these blocks of time, Tenant will also make a spot available in the sign rotation for times of State declared emergency, for example, and by way of illustration and not limitation, prior to, during and after a hurricane.

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(2) Ongoing Obligation to Provide Digital Advertising Space. The provision of such advertising space to the City of Boynton Beach will continue for so long as the Structure, with Electronic Changeable Sign Faces exists and is operated on the Property.

(3) Provision of Copy and Artwork. Prior to the City of Boynton Beach's display of digital advertising on the Structure, Tenant shall provide the sign face and coordinate the display of the City advertising message as reasonably directed by the Landlord/City of Boynton Beach, at no expense to the City. Tenant and Landlord agree to work together on a cooperative basis in accomplishing the foregoing.

(4) Compliance with Chapter 14-10 Florida Administrative Code. Chapter 14-10.004 (9) and (10) F.A.C. provides as follows:

9. Lighting. Signs shall not be illuminated by flashing, intermittent, or moving lights. Signs shall not be illuminated so that it interferes with the effectiveness of or obscures an official traffic sign, device, or signal.

10. Changeable messages- Signs may have an automatic changeable facing provided:

a. The static display time for each message is at least six seconds;

b. The time to completely change from one message to the next is a maximum of two seconds or, if messages are displayed digitally, the message must change instantaneously.

c. The change of message occurs simultaneously for the entire sign face; and,

3- c. All signs with changeable messages shall contain a default design that will ensure no flashing, intermittent message, or any other apparent movement is displayed should a malfunction occur.

(5) Light produced by the digital billboard(s) shall not exceed 0.3 Footcandles over ambient light levels.

a. The digital billboards(s) shall have Automatic Dimming Capability. Automatic Dimming Capability means that the digital billboard(s) shall automatically adjust as ambient light levels change. An automatic light sensing device (such as photocell or similar technology) shall be utilized for adjusting the digital billboards(s) brightness. Sunset-sunrise tables and manual methods of controlling brightness shall not be acceptable as a primary means of controlling brightness.

b. In the event that Landlord reasonably believes, or receives a complaint regarding the brightness of Tenant's digital billboard(s) and notifies Tenant, Tenant shall address said complaint within forty-eight (48) hours and report back to Landlord with the action taken by Tenant.

4. This Lease shall continue in full force and effect for its initial term and renew automatically, provided that Tenant is not in default on the day of renewal, unless at least one hundred eighty (180)

days prior to the end of any such initial or subsequent term Landlord or Tenant gives written notice of termination. During any term of this Lease and for a period of ninety (90) days following any termination of this Lease, Landlord grants Tenant the right of first refusal to match any offer acceptable to Landlord for the use or purchase of all or any portion of the Property. A copy of any such third-party offer received by Landlord shall be delivered to Tenant. Tenant shall then have thirty (30) business days from the date of delivery in which to match any such offer by giving written notice to Landlord. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change in writing. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of this Structure and has the right to remove the Structure at any time or within one hundred twenty (120) days following the termination of this Lease. If for any reason, Tenant's Structure is removed, materially damaged or destroyed, all rent payments shall cease unless and until the Structure is rebuilt. If the Structure is removed for any reason, both the above-ground and foundation portions of the Structure need to be removed by Tenant. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structure, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Tenant shall have no obligation to pursue any zoning matter or to continue to maintain any permit. Any such action shall be at Tenant's option. Tenant shall be required to maintain and service its Structures (including any supporting or necessary structures, footings, devices, electrical power and connections) in a reasonably safe and operational condition on the Property for which use or uses are permitted by law throughout the Term of this Lease, including any extensions thereof. Tenant shall keep the Property and its surrounding area free of unused sign materials, sign debris or discarded materials at all times during this Lease. Tenant's failure to maintain the Property and its surrounding area free of prohibited materials, and failure to correct such defects within sixty (60) days following written notification by Landlord shall constitute a material breach of this Lease.

6. Tenant shall be responsible for the annual payment of applicable Tangible Personal Property taxes for its sign Structures. Landlord shall be responsible for the annual payment of Real Property Taxes for the Property, if applicable.

7. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's reasonable discretion, would materially obstruct the view of the advertising copy on the Structure. If Landlord fails to remove the obstruction within five (5) days after written notice from Tenant, Tenant may, in its sole discretion, (a) remove the obstruction at Landlord's expense; (b) cancel this Lease following separate written notice of cancellation, remove the structure and receive all pre-paid rent for any unexpired term of this Lease; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Tenant may trim or prune any trees and vegetation currently on the Property or any neighboring property owned or controlled by the Landlord as often as Tenant in its reasonable discretion deems appropriate to prevent obstructions. Any such trimming or pruning shall be in accordance with accepted arborist standards. Without limiting the foregoing, Landlord shall not permit the Property or any neighboring property owned or controlled by Landlord to be used for off-premise advertising.

8. If, in Tenant's sole opinion, (a) the view of the Structure's advertising copy becomes entirely or partially obstructed, (b) electrical service, excluding minor interruptions in electrical service (i.e., storm outages), is unavailable; (c) the Property cannot safely be used for the erection or maintenance of the Structure for any reason; (d) there is a diversion reduction (by thirty percent (30%)) or change in directional flow of traffic on Interstate 95 (I-95) adjacent to or leading to or past the Property; (e) the Structure's value for advertising purposes is diminished by thirty percent (30%); (f) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structure; or (g) the Structure's use is prevented or restricted by law, then Tenant may, upon one-hundred eighty (180) days (or thirty (30) days with respect to clause (f) of this Section 8, written notice to Landlord, cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease. If Tenant is prevented from illuminating its signs by law or other legal cause beyond Tenant's control, rent shall be reduced by one-third for any such period of non-illumination.

9. If the Structure or the Property, or any part thereof, is condemned by the proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any major right-of-way from which the Structure is visible is relocated, Tenant shall have the right to relocate the Structure on Landlord's remaining property with Landlord's consent, such consent shall not be unreasonably withheld, or to terminate this Lease upon not less than one hundred eighty (180) days

written notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structure and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease may be exercised prior to the purchase by or sale to any entity with the power of eminent domain, or by, or for the benefit of any entity with the power of eminent domain.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

12. If (a) Tenant has not been informed of the new address of Landlord or its authorized agent or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable (although rent continues to accrue) hereunder for the period commencing with the due date of the first such payment not deposited and continuing forward until Landlord (i) gives Tenant notice of its new business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, all accrued rent shall be due and payable, and prior rent shall also be due and payable unless previous payments were deposited as described in (ii) of this section and honored by the applicable financial institution.

13. Tenant shall indemnify and hold Landlord harmless from all damage to the Property or injury to persons caused by the Structure, Tenant, Tenant's employees, agents, licensees, and contractors. Landlord shall indemnify and hold Tenant harmless from all damage to the Structure or injuries to persons caused by Landlord, Landlord's employees, agents, licensees, and contractors.

14. Signs on the Structure permitted by this Agreement shall not display any advertising of any establishment or business that, in the Landlord's sole opinion, could reasonably be characterized as providing adult sexual entertainment, nor shall any sign contain sexually graphic materials. No signs shall contain any obscene language or language that describes sexual conduct or graphics that depict sexual conduct.

15. Tenant shall maintain throughout the Term of this Lease as may be renewed from time to time a policy of commercial general liability insurance with limits of not less than \$2,000,000 covering liability arising from Structure and Tenant's use of the Property or Tenant's operations, employees, independent contractors, personal injury, advertising injury and liability. Such policy shall specifically name Landlord/City of Boynton Beach as an additional insured party and a certificate of insurance shall be provided to Landlord prior to commencement of construction, and for each annual renewal of the required policy. Tenant's obligations under this provision operate independently of Tenant's obligations under paragraph 13 of this Lease.

16. This Lease is binding upon the heirs, assigns, and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign or sublet the Structure following approval from Landlord. Landlord shall not unreasonably withhold any such approval.

17. Any notice to any party under this Lease shall be in writing, sent by certified or registered mail and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such Party to all parties hereto prior to the notice being delivered.

18. If legal proceedings are instituted or suit is brought and attorneys are retained by either party because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

19. Neither Landlord nor Tenant shall be bound by any terms, conditions, or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structure and the Property and supersedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease without Landlord's signature, including a limited power of attorney for such purpose, and requires Tenant to do so furnishing certified copies of such recordation to Landlord.

*(Signatures on Next Page)*



LANDLORD: CITY OF BOYNTON BEACH, FLORIDA

Witness: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: 100 E. Boynton Beach Blvd  
P.O. Box 310  
Boynton Beach, FL 33435-0310  
(561) 742-6000

\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF PALM BEACH    )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by \_\_\_\_\_ of the CITY OF BOYNTON BEACH, FLORIDA, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission expires:

TENANT: WILTON MANORS STREET SYSTEMS, INC.

Witness: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
Daniel L. Hardin  
Its: President

Witness: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Address: 2987 Center Point Circle, Suite #3  
Pompano Beach, FL 33064  
(954) 788-4747

STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF BROWARD    )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by DANIEL L. HARDIN, President of WILTON MANORS STREET SYSTEMS, INC., freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is  personally known to me or  has produced \_\_\_\_\_ as identification.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission expires: