



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:

Date of Request:

Requesting Department:

Department Contact Name:

High Org:

Low Org:

Approval Signature of Department Head:

DESCRIPTION

Please provide a detailed description of the request:

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

Desired Timeline:

Anticipated Funding Source *(select all that apply):*

Begin Date:

Requestor's Operating Budget

End Date:

Capital Budget

Duration:

Other *(i.e. grants, donations, etc.; please describe):*

Request Involves:

Parks Property

BHD Property



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

TYPE OF REQUEST (Refer to paragraph 4.3 of the CFPSC charter for more details)

☐

1. Property Management

☐

2. Move Management

☐

3. Property Improvements

☐

4. New Footprint

☐

5. Contractual Obligations

☐

6. Centralized Facilities
Management Process
Improvement

CFPSC Review Comments:

FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

Note:

1. Easements affecting lands zoned "Parks" require County Board approval.
2. Forward a copy of the recorded easement to AE&ES.

CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee [does not / recommend] approval of this proposal.

Chair or Vice-Chair:

Date:

County Facilities Planning Steering Committee

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the 30th day of October, 2019 by and between _____ ("Lessor") and LANDMARK DIGITAL ("Lessee"). Lessor and/or Lessee are also herein referred to as the parties or party.

1. PURPOSE OF LEASE

(a) Lessor hereby exclusively grants a Lease to Lessee to use and occupy a certain portion of the property known as 1423 North 12th Street, Milwaukee, WI (the "Property"), and more particularly described and delineated as location A in Schedule A attached hereto, in order to erect a single outdoor advertising structure with one 14"x48" advertising sign faces.

(b) Lessee shall be given free access over and across Property for the purposes of constructing, operating, modifying, relocating, and removing Lessee's outdoor advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders, telecommunications devices, and other appurtenances and ancillary equipment (collectively referred to as the "Billboard").

(c) The Leased premises are hereafter referred to as the Premises and shall consist of the area where the supporting structure of the Billboard is affixed to the Property, the surrounding area and airspace above the same, as more particularly described in Schedule A.

(d) This Lease is contingent upon the (i) Lessee's ability to obtain all necessary permits in order to erect the Billboard; (ii) Lessee's ability to obtain a state permit to remove and to trim the trees in the vicinity of the Billboard to the satisfaction of Lessee, and (iii) Lessor and Lessee's agreement on exact location of the Billboard on the Property.

2. TERM The term of this Lease shall be for ten (10) years commencing on the first calendar day following the completion of construction and installation of the Billboard (the "Initial Term"). After the Initial Term, so long as Lessee is not in material default of this Lease, the term shall extend for up to two (2) additional five (5)-year option periods unless notice is otherwise provided to Lessor by Lessee at least ninety (90) days prior to the expiration of the Initial Term or option period (the Initial Term and option period(s) shall be collectively referred to as the "Term"). For two years following the Term, Lessee shall have the right to match any competitive offers to erect an outdoor advertising structure on the Property, and enter into a new lease with Lessor on such terms.

3. LEASE FEES Lessee covenants to pay Lessor annual rent of \$33 000.00 in twelve (12) equal monthly installments which shall be due and payable on or before the 1st day of each month.

4. BILLBOARD CONSTRUCTION

(a) Lessor hereby grants Lessee, at Lessee's cost, the right (subject to Lessee first obtaining approvals from all governmental and quasi-governmental authorities as provided herein) to construct one (1) outdoor advertising structure with one (1) digital advertising sign faces. Lessee shall construct the Billboard without damage to the Premises. The exact location of the Billboard shall be agreed to by Lessor and Lessee prior to the construction of the Billboard. During the Term, the Lessee's signage rights shall be exclusive to the Property and Lessor shall not permit any other competitor of Lessee to utilize the Property for third-party outdoor advertising purposes. As long as Lessee is not in default hereof Lessor shall provide Lessee

and its contractors with reasonable rights of access to and from the Billboard for the purposes described herein.

(b) Lessee shall obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies necessary or required in connection with Lessee's work, use of the Premises or occupancy thereof. Lessor will reasonably cooperate with Lessee's obtainment of any of such necessary permits, approvals and certificates.

(c) Lessor and Lessee acknowledge that visibility of the Billboard to vehicular traffic is extremely important. Lessor shall not allow the Billboard to be obscured from visibility to such vehicular traffic. Lessor hereby grants Lessee the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Property, or any other property owned or controlled by Lessor, which limits the Billboard's visibility.

5. OWNERSHIP OF BILLBOARD The Billboard, including all materials, equipment and installed Billboard improvements, shall at all times remain Lessee's property, and no lien or encumbrance of any kind or manner shall be placed upon the Billboard or any equipment by Lessor. From time-to-time upon written request of Lessee, Lessor shall have its lender(s) execute, acknowledge and deliver to Lessee a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Lessor and Lessee. Upon termination of this Lease, Lessee shall remove Lessee's property within ninety (90) days.

6. INSURANCE

(a) Lessee covenants that during the Term, Lessee will, at Lessee's sole cost and expense, provide with respect to the Premises, comprehensive general liability insurance, with limits of at least Two Million Dollars (2,000,000.00) combined single limit of liability for bodily injury, death and property damage arising out of one occurrence. Such insurance shall be written by qualified companies licensed to do business in the State in which the Premises is situated. All policies of insurance required hereunder may be in the form of "blanket" policies (but the coverage there under must be at least equal to that which would be provided under a separate policy or policies). All such policies shall name Lessor as an additional insured. Copies or certificates of all policies of insurance required hereunder ("Required Insurance") shall be promptly delivered to Lessor.

(b) In connection with any of the foregoing, Lessee agrees to carry and will cause Lessee's contractors and sub-contractors to carry such workers' compensation, general liability, personal and property damage insurances Lessor may reasonably require in addition to specific insurance referred to herein.

7. INDEMNIFICATION AND NON-LIABILITY OF LESSOR

(a) Lessee covenants, at Lessee's sole cost and expense, to indemnify Lessor of and from and to hold Lessor harmless against any and all loss, cost, liability and expense that may arise during the Term or any period during which Lessee occupies the Premises, on account of or arising out of (i) Lessee's use and occupancy of the Premises; or (ii) Lessee's material breach or default of any term, covenant, condition or provision of this Lease which has not been cured by Lessee within thirty (30) days of Lessee's receipt of notice of such breach from Lessor.

(b) Lessee shall, during the Term in which Lessee occupies the Premises under the provision of this Lease, at Lessee's sole cost and expense, comply, in all material respects, with all applicable laws,

ordinances and regulations of federal, state, county and municipal authorities respecting the use of the Premises and the conduct of Lessee's business on the Premises.

8. LESSEE'S RIGHTS TO INGRESS AND EGRESS Lessor grants to Lessee and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Billboard over and across the Property and any other property owned or controlled by the Lessor for all purposes reasonably necessary for (i) the erection, construction, installation placing, operating, maintaining, modifyin, servicing, and removal of the Billboard, (ii) providing or establishing electrical power to the Billboard, (iii) the placement of incidental and ancillary equipment thereon, (iv) relocating the Billboard to lawful site(s) satisfactory to Lessee on Lessor's Property if the operation of the Billboard on the Premises is proscribed by Federal, State, or Local statute, ordinance or regulation.

9. ASSIGNMENT/SUBLEASES/SUBORDINATION Lessor may assign or pledge its rights under the Lease upon ten (10) days prior written notice to Lessee. Lessee may assign or sublet its interest in the Lease, in whole or in part, upon ten (10) days prior written notice to Lessor. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Lessor agrees to notify Lessee of any change of ownership of the Property or Premises, or change to Lessor's mailing address within seven (7) days of such change. Lessor agrees to provide notice of Lease as part of any purchase contract associated with the property or premises. Lessor agrees to provide Lessee with 30 day notice prior to sale of property or premises.

10. UTILITIES AND COSTS Lessee shall pay for all gas, electricity, water, heat and all other utilities consumed by Lessee. Lessee shall also be responsible for all costs associated with the operation of the signs including maintenance and construction.

11. CONDEMNATION

(a) If the whole or a substantial portion of the Premises are taken by eminent domain (or sold to such governmental authority under threat of condemnation), such that Lessee's use of the Billboard is significantly impaired, Lessee may terminate the Lease. In the event the Billboard can be relocated to another location on the Premises without significant interference with Lessor's use of the Premises, Lessor shall permit such relocation at Lessee's option and at Lessee's expense.

(b) If the Lease is not terminated, Lessor shall promptly restore the Premises as nearly as possible to its condition prior to the taking. During and after the period of such restoration, the rent shall be equitably reduced.

(c) Lessee shall be entitled to make a separate claim against the taking authority for any rights Lessee may have for the recovery of any damages to its property or its business resulting from the taking. For this purpose, Lessee shall have the right to participate at its expense in any condemnation proceeding or in any meetings or negotiations with the taking authority.

12. LESSEE'S RIGHTS OF TERMINATION In the event that i) the erection, placement, posting, painting, illumination, maintenance or the use of Lessee's Billboard on the Premises is prohibited or restricted at any time by any law, ordinance, authority or public utility, or ii) the view of all or a portion of Lessee's Billboard is materially obstructed or impaired in any way,

or if vehicular traffic around the Property is substantially diminished—then Lessee shall have the right to terminate this Lease upon not less than thirty (30) days written notice thereof (which notice shall specify therein the basis upon which Lessee claims the right of termination) to Lessor and Lessee shall remove the Billboard from the Premises.

13. LESSEE'S RIGHT TO CURE LANDLORD'S OBLIGATIONS If at any time during the Term of this Lease Lessor fails to pay any lien or encumbrance affecting the Premises, including any past due real estate taxes, interest, and/or penalties thereto, Lessee shall have the right, but not the obligation, to pay such amounts or any portion thereof. Lessee may deduct any such payments and any additional related expenses including reasonable attorney's fees, from future Lease Fees until Lessee has been fully reimbursed for such payments and fees.

Lessor may only terminate the Lease if the property or premises become totally damaged or rendered wholly untenable, and/or the property is so damaged that substantial alteration, demolition, or reconstruction of the premises shall be required. The Lessor must provide a 60 day notice of Lease termination. Upon termination, all Lessee liabilities under this agreement are terminated. Within 60 days of termination notice, Lessee will be allowed to remove the Billboard from the premises, but Lessee is not required to do so. All prepaid rents, lease fees, and deposits shall be refunded by Lessor to Lessee. Should the Lessor wish to terminate this lease for any other reason, the Lessor may do so by refunding Lessee 100% of all lease fees and deposits received during the lease period.

14. MECHANICS LIENS: ATTORNMENT Lessee shall in the event of the sale or assignment of Lessor's interest in this Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser or foreclosing mortgagee and recognize such purchaser or foreclosing mortgagee as Lessor under this Lease.

15. CONFIDENTIALITY From the date hereof until the termination of this Lease, Lessor (or any representative or employee thereof) shall not publish or disclose, or cause the publication or disclosure of, any information to any third party with respect to the execution or the terms of this Lease (including the identity of Lessee as a party hereto) or the advertising contracts, without prior approval of the Lessee, except as may be required by law.

16. MISCELLANEOUS

(a) In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice to the defaulting party, and said party may cure such failure within thirty (30) days of receipt of such notice.

(b) Lessee will use its commercially reasonable efforts to keep the Premises free of all mechanics liens of anyone claiming by or through Lessee.

(c) Each party agrees to furnish to the other, within thirty (30) days after request, such estoppels information as the other party may reasonably require.

(d) Both Lessor and Lessee each shall be able to provide a collateral assignment of its

interests in this Lease to an established financial institution as part of any bona fide loan transaction.

(e) In the event that litigation is necessary to enforce any provision of this Lease, it is agreed that the prevailing party shall be entitled to recover its expenses incident thereto, including court costs and reasonable attorneys' fees.

(f) Nothing in this Lease is intended or shall be construed to create a partnership, joint venture or agency relationship between Lessor and Lessee.

(g) All written notices hereunder shall be given by certified mail, return receipt requested, to the parties at their respective addresses set forth below or as they may be changed by notice hereunder:

TO LESSOR:

Attn: _____

TO LESSEE:

LANDMARK DIGITAL

15 SilverCreek Cres.

Barrie, Ontario

L4N 0Z8

Attn: David Ezeard

(h) This Lease may not be modified or otherwise amended without the written consent of Lessor and Lessee.

(i) Lessee and Lessor agree that each has full authority to enter into, and perform the obligations of, this Lease based on the terms and conditions contained herein.

(j) This Lease contains the entire agreement between the parties and all prior agreements, leases, discussions and undertakings between the parties relating to the subject matter hereof are merged herein and superseded hereby.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed on this

_____ day of _____, _____.

LESSOR

By: _____

LESSEE

LANDMARK DIGITAL

By: _____

SCHEDULE A
Description of Premises Attached



1431 North 12th Street | Mock-up