

# STANDARD OUTDOOR SIGN LEASE

iDigital Outdoor, LLC  
4302 13<sup>th</sup> Ave So, Suite 4375  
Fargo, ND 58103

031621

<b>SECTION I:</b>	<b>AGREEMENT</b>
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Agreement of lease made this \_\_\_\_\_ day of \_\_\_\_\_ of 2022, by & between \_\_\_\_\_  
City of Ramsey \_\_\_\_\_ as Lessor, and iDigital Outdoor, LLC, as Lessee.

<b>SECTION II:</b>	<b>LOCATION OF SIGN STRUCTURE</b>
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Sign Address: \_\_\_\_\_ XXXX HWY 10 NW \_\_\_\_\_ City: \_\_\_\_\_ Ramsey \_\_\_\_\_ State: \_\_\_\_\_ MN \_\_\_\_\_ Zip: \_\_\_\_\_ 55303  
Property Identification Number (PIN): \_\_\_\_\_ 28-32-25-43-0008  
Legal Description: Part of Outlot A, The Diamonds \_\_\_\_\_  
Addition Name: \_\_\_\_\_  
County: \_\_\_\_\_ Anoka \_\_\_\_\_  
State: \_\_\_\_\_ Minnesota \_\_\_\_\_  
Tax Parcel #: \_\_\_\_\_ 28-32-25-43-0008

<b>SECTION III:</b>	<b>LESSOR/LESSEE INFORMATION</b>
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Lessor:	CITY OF RAMSEY	Lessee:	IDIGITAL OUTDOOR, LLC
Address:	7550 Sunwood Dr NW Ramsey, MN 55303	Address:	4302 13 <sup>th</sup> Ave So, Suite 4375 Fargo, ND 58103
Contact:	Kurtis G. Ulrich	Contact:	Josh Gilleland
Phone:		Phone:	701.369.6100
Email:	<a href="mailto:KUlrich@ci.ramsey.mn.us">KUlrich@ci.ramsey.mn.us</a>	Email:	<a href="mailto:josh@idigitaloutdoor.com">josh@idigitaloutdoor.com</a>

<b>SECTION IV:</b>	<b>LEASE TERM - RENTAL/ADVERTISING PAYMENTS</b>
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**Term:** This Lease is for an initial term of 20 years. The Lessee will have the option to renew this Lease for two additional ten year terms which will automatically renew unless notice is given by Lessor two months before the expiration of the Lease term. Notwithstanding any other provision herein, this Lease shall terminate upon written notice from Lessor and Lessee shall have 30 days to cure if the digital sign ceases to display images and the screen is black or blank for a time period of 14 consecutive days due to a malfunction, lack of maintenance or if the Lessee has become operationally defunct unless said cessation is caused by the act or omission of Lessor. A termination notice cannot be issued in the event the sign was damaged by an outside force, natural disasters, or acts of God. If the sign becomes damaged by an outside force, the Lessor and Lessee will work together to create a reconstruction plan, which may be 120 to 180 days depending on supply side issues at the time of the sign damage. If Lessee decides not to rebuild, notice will be given to Lessor and this Lease will terminate.

**Payment:** Lessor will be paid monthly at a rate of 25 % of the gross monthly billing per month. Payments to Lessor will commence 60 days after the billboard goes live. Two years after billboard goes live, a minimum payment of \$1,500 / month (\$18,000/year) shall be made by the Lessee to the Lessor.

**Special Condition(s):** Lessee agrees to reserve up to 8 slots of the advertisement inventory for Local Business Enterprises, in the event this inventory is not sold within 120 days, Lessee reserves the right to open that inventory for sale to entities outside of Ramsey city limits. Lessee will work in good faith with the city of Ramsey to prioritize local businesses that wish to advertise on the billboard.

Lessee agrees to allow City of Ramsey to use advertising space on the Ramsey billboard for Public Service Announcements (PSA) as inventory is available; Lessee will do its best to accommodate any PSA requests.

Lessee agrees to allow the City of Ramsey to advertise up to 1 slot each on its St Cloud Network and Northern MN network at no cost based on open inventory.

Lessee will raise advertising rates annually based upon prime and/or market conditions. Local Business Enterprises or "LBE" will have a special rate, called the "local rate". The local rate shall be 33% less than the standard rate card rates as published by iDigital annually. An LBE shall be defined as a business headquartered or which maintains a Substantial Local Office that performs the significant functions of the business in the City of Ramsey or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in the City of Ramsey. All businesses in the COR shall also carry an LBE designation. There is no formal certification process for LBE designation and it is determined and assigned based upon the criteria referenced in this definition.

Lessee further agrees to give the City of Ramsey open inventory for free on Lessees other networks to advertise events and announcements.

In light of Lessor's status as a governmental entity, Lessee agrees political advertisements, meaning advertisements appealing for votes for or against a candidate or issue in any election campaign will be treated with equal opportunity and be unbiased to any one party. This will include equal inventory offerings and equal rates to all political parties. Lessee further agrees to prohibit advertisement of adult use businesses or products sold or marketed by adult use businesses as such businesses are defined in Section 117-1 of the City Code, as well as advertisement of tobacco products, including cigarettes, e-cigarettes, chewing tobacco, cigars and vapor products, and any advertisement that promotes the use or consumption of such products .

Lessee agrees to place on the sign pedestal permanent City of Ramsey verbiage and logo visible from both directions on Highway 10.

Lessee's sign erected pursuant to this Lease is subject to Ramsey City Code § 117-463(f)(b-d).

<b>SECTION V:</b>	<b>CONSTRUCTION OF SIGNS</b>
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The Lessee will have the right to erect, place and maintain advertising sign structures and equipment at Lessee's own expense on the demised premises and post, paint, illuminate and maintain advertisements on such structures. All structures, equipment and materials placed upon the

said premises by the Lessee shall always remain the personal property of, and may be removed by, the Lessee at any time prior to or within a reasonable time after the expiration of the term hereof or any extension thereof or as otherwise provided herein. Exhibit "B" will be attached hereto with the sign plans, specifications, renderings and placements. These and future sign changes that are significant in nature are subject to approval by the city of Ramsey. All signs, structures, equipment and materials shall comport with Federal, State and local law, including any City of Ramsey permit requirements.

**SECTION VI:**

**EASEMENT**

Lessor hereby grants unto Lessee, its successors and assigns an easement over, upon and in the following described tract of property:

Legal Description: Part of Outlot A, The Diamonds

Addition Name: \_\_\_\_\_

County: Anoka

State: Minnesota

Tax Parcel #: 28-32-25-43-0008

The purpose is constructing, operating and maintaining, repairing its advertising sign structures and equipment, together with the customary utilities including, but not limited to, the electrical utilities described in Section VII below. The easement area is pictorially represented on the attached Exhibit "A." Lessor, it's successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with the advertising structures and equipment, including utilities, over and upon the above described premises and Lessor expressly warrants and states no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the above described premises so as to interfere in any manner with the construction, operation, maintenance or repair of said advertising sign, structures and equipment including utilities or customary appurtenances provided that Lessee, at its own expense, shall refill any excavation it makes, and level the ground thereafter, leaving the easement area in as good condition as it was prior to the time of constructing said advertising structure and equipment and customary appurtenances has begun. Lessee further maintains the right to remove brush, trees or obstructions impairing the full view of the sign(s).

**SECTION VII:**

**ACCESS, ELECTRIC POWER, INSURANCE, MAINTENANCE**

Lessor guarantees to lessee free access to and use of any part of any ground or structure on said premises as may be necessary for Lessee to hang scaffolds, or construct, post, paint, illuminate, repair or remove its advertisements and structures. Lessee may equip the signs with electric wires and other equipment necessary or incidental to operation and maintenance of the sign and lessor agrees to grant to lessee such easements and other rights of access and use as are reasonably necessary to install and repair any such electrical wires or equipment provided that such wires and equipment shall not interfere with lessors quiet enjoyment of the demised premise. Lessee shall supply and pay the charges for all electric power for the sign. Lessee will cover all maintenance costs of the digital billboard and will cover this sign location under its existing general liability and property damage insurance policy.

**SECTION VIII:**

**LESSEE'S OPTION TO TERMINATE**

If at any time (a) the signs or structures of the lessee on the demised premises shall be or become entirely or partially obscured or destroyed; or (b) the said premises shall be or become unsafe for the maintenance of the lessee structures thereon, or unable to support such structures; or (c) the value of said location for advertising purposes shall be or become diminished; or (d) there be a permanent diversion of traffic from the street or streets adjacent to, or leading to or past, the said premises, or a change in the direction of traffic on such street or streets; or (e) the lessee be unable to obtain from authorities having jurisdiction any necessary permit for the erection or maintenance of such sign or signs (of special or standard size, design and construction) as the lessee may desire to construct or maintain for the purpose of its business; or (f) the lessee be prevented by any present or future law or ordinance, or by the authorities having jurisdiction, from construction or maintaining on said premise such signs (of special or standard size, design and construction), as the lessee may so desire to construct, use or maintain them and in such event, at the option of the lessee, this lease shall terminate on fifteen (15) days' notice in writing to the lessor, by registered mail addressed to him at his address shown below, or such other addresses as the lessor may here after in writing specify. If for any reason prior to the renewal date of this contract the lease is terminated outside the forces of the lessee, or if at the end of the term of this lease the lessee does not renew, the lessee shall remove the structure, equipment, all above ground components of the sign, and repair the grounds at grade to their original condition, unless otherwise directed in writing by Lessor. Lessee maintains the ability, authority and right to remove Lessee's property which includes any structure, signage, and equipment, upon the end or termination of this lease. Upon the end of or termination of this lease, lessee shall have 60 days to remove any structure, signage, or components during the months of May through October and 90 days after October 30 to remove during the months of November through April due to cold weather conditions.

**SECTION IX:**

**CONTRACT**

Payments for this contract shall commence 60 days after the date that the digital billboard is live. This Contract shall be construed and enforced in accordance with the laws of the state of Minnesota without regard to principles of conflicts of laws. The parties agree that jurisdiction; rule of law, venue and the interpretation of this lease agreement shall be pursuant to the state of Minnesota. Shall any disputes arise, it is agreed that the state of Minnesota shall hold jurisdictional governing law and any actions taken will be done so through the Minnesota judicial system.

**SECTION X:**

**LESSOR'S WARRANTIES**

The lessor represents and warrants that Kurtis G. Ulrich (Lessor Representative) the City Administrator (Title of Representative) of the premises above described and has authority to make this lease and covenants. Lessor also warrants that it will not permit Lessee's signs to be obstructed.

**SECTION XI:**

**OBLIGATION; BINDING ON SUCCESSORS**

It is expressly understood that neither the lessor nor the lessee is bound by any stipulations, representations, or agreements not printed or written in the lease. This lease shall inure to the benefit of and be binding upon the personal representative, successors and assigns of the parties hereto.

**SECTION XII:**

**LESSEE'S RIGHT TO ASSIGN**

Lessee hereby reserves the right, and said right, is granted to lessee to sell, assign and set over all of the lessee's rights, title and interest in this lease to any financially responsible assignee upon the express and written assumption by the assignee of all the obligations of the lessee herein named and upon such assumption, lessee shall be fully discharged from any and all obligations under this instrument.

<b>SECTION XIII:</b>	<b>MEMORANDUM OF LEASE</b>
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The parties agree to execute a Memorandum of Lease setting forth basic terms of the lease in order to give notice of record of the existence of the lease. The Memorandum of Lease will not contain the financial terms of the lease. Both parties agree to execute the Memorandum of Lease which will be recorded by lessee. Lessor agrees not to record the outdoor sign lease.

<b>SECTION XIV:</b>	<b>CONTINGENCY</b>
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This contract is contingent upon permit approval from city, state and any other governing body that may regulate signage, digital signage, or billboard signage. This contract and any memorandums will be deemed null and void in the event a permit is not granted by any of the aforementioned permitting authorities.

<b>SECTION XV:</b>	<b>EXCLUSIVITY</b>
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Lessee and its successors and assigns shall have the exclusive right to install and operate any advertising or billboard sign upon the Property consistent with local, State and Federal law. Lessor shall not allow or permit any other advertising sign, billboard sign or other sign upon the Property, except for the existing signage or on-premise signage for any subsequent tenant or occupant operating upon the Property. Any new signage will not encumber or obstruct the Lessee's billboard sign. Lessee and its successors and assigns shall have the right to enforce by any proceeding at law or in equity the exclusivity restriction imposed by this Lease.

<b>SECTION XVI:</b>	<b>SIGNATURE</b>
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**Lessee:**

<b>Legal Name:</b> IDIGITAL OUTDOOR, LLC	<b>Authorized Signature:</b>
<b>Printed Name/Title:</b>	<b>Date:</b>

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public within and for said county and state, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of iDigital Outdoor, LLC, the limited liability company that is described in and that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

(Seal)	
	<b>Notary Public Signature:</b>
	Commission Expires:

**Lessor:**

<b>Legal Name:</b> City of Ramsey	<b>Authorized Signature:</b>
<b>Printed Name/Title:</b> Kurtis G. Ulrich / City Administrator	<b>Date:</b>

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public within and for said county and state, personally appeared \_\_\_\_\_ known to me to be person who is described in and who executed the within instrument and acknowledged to me that said person executed the same.

(Seal)	
	<b>Notary Public Signature:</b>
	Commission Expires:

**Authorizing Agent: (If Applicable)**

<b>Legal Name:</b> City of Ramsey	<b>Authorized Signature:</b>
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**Printed Name/Title:**

Mark E. Kuzma / Mayor

**Date:**

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before me, the undersigned, a Notary Public within and for said county and state, personally appeared \_\_\_\_\_ known to me to be person who is described in and who executed the within instrument and acknowledged to me that said person executed the same.

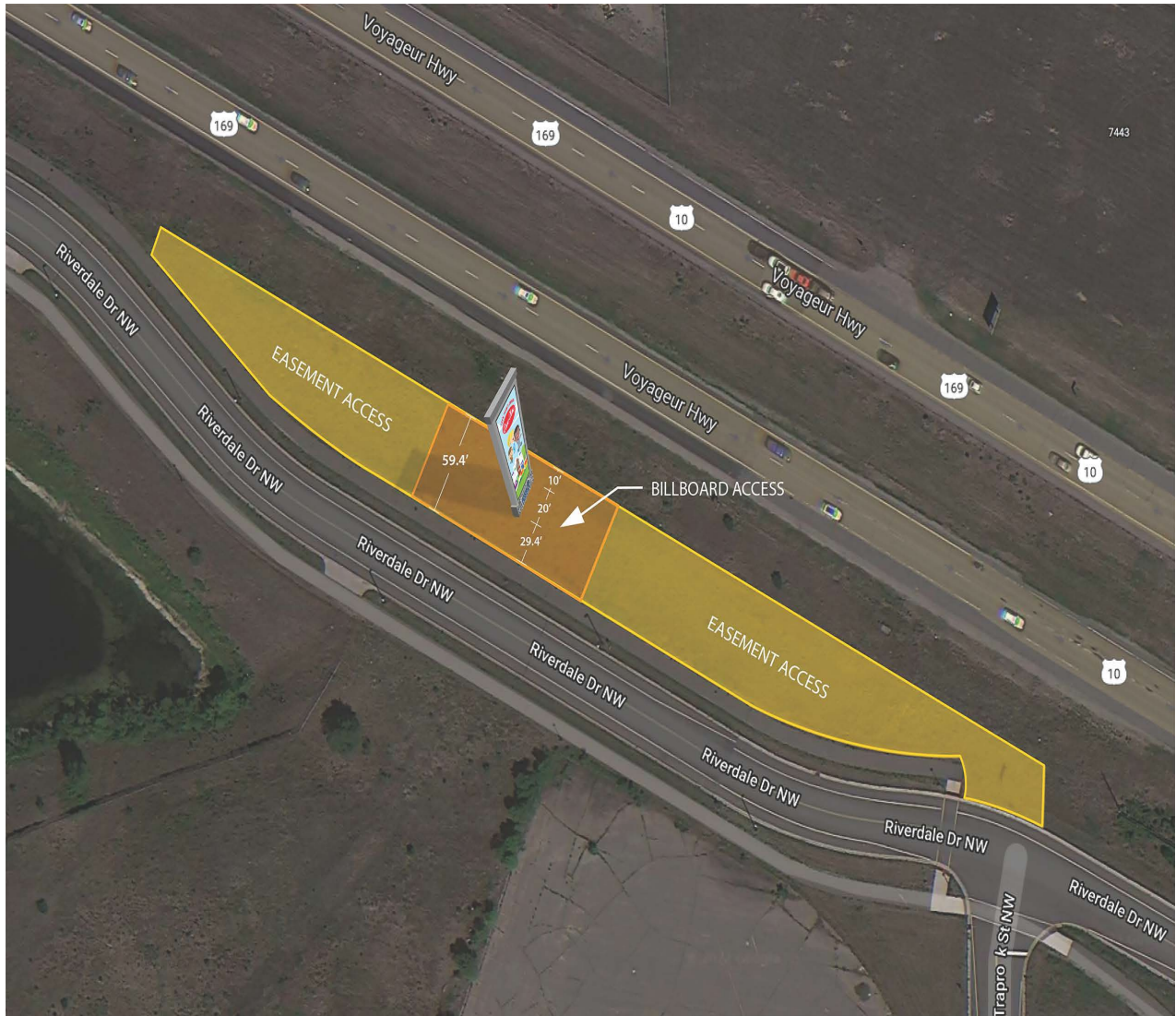
(Seal)

Notary Public Signature:

Commission

Expires:

# Exhibit A – Sign Location and Access



# Exhibit B – Sign Design and Dimensions

