

Outdoor Advertising Ground Lease (New Sign)

Location No.: 11039

Granger Hunter Improvement District ("you", "your"), in consideration of the covenants herein, grants and warrants to YESCO Outdoor Media LLC, a Delaware limited liability company of 1605 Gramercy Road, Salt Lake City, Utah 84104 ("YESCO"), the exclusive right to use and occupy for third-party advertising purposes and the non-exclusive right to use for wireless telecommunications purposes, as such purposes are more particularly defined in Paragraph 1 hereof, the premises located at 2888 S 3600 W West Valley City, Utah 84119, the legal description of which is attached as Exhibit A and incorporated by reference herein (the "Premises"). It is further agreed:

1. This lease is made for the sole purpose of allowing YESCO to install, operate, maintain, repair, upgrade and replace on the Premises a single outdoor advertising sign, including wireless communications structures, displays and devices affixed thereto (the "Sign"), including the associated utilities and equipment, for an initial period of 15 years (the "Initial Term"). The Initial Term shall commence on the first day of the month immediately following installation of the Sign (the "Commencement Date"). As rental for this lease and the easements and other rights herein provided, YESCO will pay you the sum of \$ SEE ADDENDUM in advance of each month during the Initial Term and any extensions thereof while the Sign permanently occupies the Premises. YESCO has an option to extend this lease for an additional period equal to the Initial Term (the "Extended Term"), on the same terms and conditions, which shall be automatically exercised upon expiration of the Initial Term, unless YESCO provides written termination notice to you at your mailing address shown above, or to your successor, at least sixty days prior to the expiration of the Initial Term. This lease automatically extends for successive terms of one year each from the Extended Term, until terminated thereafter (only at the anniversary of the Commencement Date) by either party upon written notice given to the other party at least sixty days prior to expiration. There will be a lease rate increase of 10% every 5 years during the Initial Term and any Extended Term.
2. This lease is not binding upon either party hereto unless and until signed by an officer or other duly authorized agent of each such party. When this lease is fully executed, the undersigned, for the respective parties, represent and warrant that they are authorized to execute this lease in either their individual or representative capacity as indicated, and that this lease is enforceable according to its terms. You must give YESCO written notice of any change in ownership of the Premises and/or assignment of this lease, and your obligations hereunder shall run with the land and bind your successors in interest, if any. You warrant that you have good title to the Premises, the Premises is accurately and completely described in Exhibit A, and that YESCO will not be disturbed in its occupancy or quiet enjoyment of the Premises.
3. In the event the portion of the Premises where the Sign is located is to be taken by a governmental authority, YESCO shall have the right to relocate the Sign to a new location on the Premises as approved by you in your sole discretion; otherwise, this lease shall thereupon be terminated. Upon such termination, you will refund to YESCO all unearned prepaid rent, if any.
4. YESCO may terminate this lease by giving thirty days written notice to you upon the occurrence of any of the following events: 1) the enactment and/or enforcement of any law, statute, ordinance, rule, regulation or restriction which may prevent or interfere with installation and/or maintenance of the Sign; or 2) if, in the opinion of YESCO, the Sign becomes or is likely to become entirely or partially obstructed for any reason, regardless of fault; or 3) diversion of traffic for any reason; or 4) your breach of this lease. In the event this lease is terminated prior to expiration, you must refund to YESCO all unearned prepaid rent.
5. The Sign and the associated permits are and shall remain the property of YESCO, and YESCO may remove the same from the Premises at any time. You assign to YESCO all zoning, permit, and display rights for the display of outdoor advertising on the Premises, including relocation rights. YESCO may install, replace, or make improvements to the Sign in order to maximize the advertising value of the Sign. Upon termination of this lease for any reason, YESCO shall remove the above-ground portion of the Sign, and at least 6 feet of the under-ground footings, and related improvements. YESCO shall obtain all licenses and permits required, and shall pay all fees for such licenses and permits.
6. For a period of one year subsequent to the date of termination of this lease, you agree to not lease the Premises for advertising purposes to any party except YESCO.
7. In the event that you receive a bona fide offer to purchase the Premises, any portion thereof, or any lesser interest (including, without limitation easements, licenses, or leases) affecting the Sign, or if you otherwise acquire or desire to exercise the right to retain any interest affecting the Sign in a disposition of the Premises (separately or collectively the "Property") which you desire to accept or to retain, as the case may be, you must, in writing, forthwith offer the Property to YESCO on the same terms and conditions, and YESCO shall thereafter have thirty days to notify you of its decision to purchase that Property, and a reasonable time thereafter to finalize a purchase agreement. The parties agree that neither is bound by any warranties, representations, covenants, or agreements except as specifically set forth herein. The provisions in this section are binding on successors, heirs, and assigns of the parties.
8. You agree that YESCO shall at all times have reasonable access to the Sign site for installing, maintaining, utilizing, and removing the Sign, and for all associated purposes. Access will be during the hours of 6:30am to 5:00pm Monday through Thursday. Emergency access will be granted by calling the emergency contact provided. YESCO shall be responsible to reimburse you for any and all costs actually incurred by you in connection with the repair and/or replacement of any structure owned by you including, without limitation, any building, out building, asphalt, concrete, curb, gutter, sidewalk, and other equipment and facilities that may be damaged to the extent caused by YESCO accessing the Premises for any purpose.
9. You agree to grant such easements and other interests, and execute such additional documents, as may be reasonably necessary in order to carry out your obligations and to facilitate YESCO's rights under this lease. You authorize YESCO to record documents in the applicable county recorder's office giving notice of YESCO's rights hereunder and you consent to YESCO's submission to any land use permitting authority any authorization to secure or modify YESCO's permit rights. You agree to provide the necessary signatures or such other documents as may be reasonably required to make such recorded documents or permit authorizations effective.
10. YESCO may trim, cut or remove any shrubs or trees it deems necessary in order to maintain its Sign and/or the Sign's effectiveness. You cannot obstruct or permit anyone else under your control to obstruct the Sign in any manner. YESCO has the right to illuminate the Sign.
11. Any and all notices, demands or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to the other party if served either personally, by electronic transmission, or by deposit in the United States mail. If such notice is served personally or by electronic transmission, service shall be conclusively deemed given at the time of such personal service or electronic transmission. If such notice is served by mail, such notice shall be sent postage prepaid, by certified mail, return receipt requested, and shall be conclusively deemed given two business days after the deposit thereof in the United States mail addressed to the party to whom such notice is given utilizing the addresses for the parties as first set forth above.
12. YESCO shall have the right to sublease and/or license its rights under this lease to third-party wireless telecommunications providers for the operation of wireless/cellular transmission equipment on the Sign, subject to your prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. You shall not be liable, in any way, for any interference with, or other adverse effect upon, any such third-party wireless communications provider and/or its equipment on the Sign, which may result from or in connection with electromagnetic interference arising from or generated by your facilities and/or equipment on the Premises.
13. YESCO shall indemnify and defend you and hold you harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character, to any person or property (collectively, the "Claims"), to the extent caused by: (i) any use by YESCO of the Premises pursuant to this lease; (ii) the negligence or wrongful acts or omissions of YESCO'S agents, employees, sublessors, and sublicensees (collectively, "YESCO's Agents") in the installation, operation, maintenance, repair, upgrade or replacement of the Sign; (iii) any bodily injury, property damage, accident, fire or other casualty to or involving YESCO's Agents within the Premises; (iv) any violation or alleged violation by YESCO's Agents of any law or regulation now or hereafter enacted; (v) the failure of YESCO to maintain the Premises in a safe condition; (vi) any breach by YESCO of its obligations under this Agreement; and (vii) any enforcement by you of any provision of

this Agreement, including any cost of removing YESCO from the Premises or restoring the same as provided herein. The terms and conditions of this provision shall remain effective, for one year after the expiration or termination of this lease, so long as the event for which the indemnification is needed occurred prior to such expiration or termination. If an action is initiated by either party to enforce the provisions hereof, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party.

14. In the event YESCO secures an agreement to place wireless telecommunication equipment on the billboard, YESCO agrees to pay to Lessor a 25% share of the revenue generated from the wireless agreement. Said payment for wireless telecommunication equipment shall be in addition to the ground lease payment. This is a non-exclusive right and does not prohibit Lessor from installing wireless telecommunication structures or equipment anywhere on their property except the billboard. Any wireless telecommunication agreements for the billboard will be subject to Lessor approval.

15. YESCO will abide by the Advertising Content Guidelines in Exhibit B below. In addition, any political advertisements are prohibited on the sign.

16. During the term of the lease, advertising spots will be provided on the board for the Lessor on a space-available basis and for public service announcements only.

This lease is a complete integration and final expression of the agreement between the parties, and it may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THIS LEASE HAS BEEN READ, IS UNDERSTOOD, AND AGREE TO BE BOUND BY THE SAME.

YESCO OUTDOOR MEDIA LLC

By: Debra K. Armstrong
Printed Name: Debra K. Armstrong Title: Board Chair
Tax ID or SSN: 87-6112008

By: _____
Printed Name: Nathan Young
Title: President Date Signed: _____

Exhibit A – Legal Description of Premises

Location No.: 11039

The description of the Premises is as follows:

Salt Lake County 2024 Assessor Parcel Number: 15291790010000

Legal Description:

BEG N 53 FT & W 71 FT & N 0°09'17" W 129.79 FT & N 10°02'57" E 174.99 FT FR SE COR OF NW 1/4 SEC 29, T 1S, R 1W, SLM; N 10°02'57" E 39.52 FT; N 0°09'17" E 824.77 FT; S 89°50'43" W 7 FT; S 0°09'17" E 22.8 FT; SWLY ALG A 50 FT RADIUS CURVE TO R 54.87 FT; S 89°50'43" W 93.79 FT; N 77°30' W 163 FT; S 73° W 153.89 FT; S 0°05'08" E 145.66 FT; S 83°41'02" W 177.2FT; N 0°07' 48" W 881.49 FT; S 30°03'58" W 207.865 FT; SE'LYALG 2939.789 FT RADIUS CURVE R 388.69 FT; S 0°07' W 624.19 FT; E 701.27 FT; S 0°09'17" W 328.22 FT TO BEG. 8.7 AC. 7073-1072 5408-1721, 1753, 1760 5421-0127 5569-829, 822 5569-0842 5711-2904 6119-2230 6164-2090 6196-2373 6268-1838 6448-0525

Exhibit B – Advertising Content Guidelines

General Statement of Content:

We believe that our medium is an effective outlet for free speech, however, we must balance that with a strong commitment to community standards to ensure that the messages placed on our inventory are not offensive or biased towards any business, group, or individual.

Prohibited Content:

- Personal messaging/advertising
- Imagery of people consuming alcoholic products
- Cigarette and vaping imagery or pricing of products
- Specific cigarette or vape product names, photos and/or product features
- Imagery or pricing of specific marijuana products, product names, photos or consumption related products. (CBD products can only be shown in the states they are legally sold)
- Imagery implying nudity (All photos of people must include clothing)
- Shock-factor images or ad copy (ex: "Gone Limp?" ads for erectile dysfunction)
- Anti-medical ads or ads whose imagery or ad copy target a specific group and could be perceived as painting that group in a negative light.
- Images of drugs themselves (ex: pills, needles, people in compromising positions)
- Interstate gambling advertising (Gambling related activities may only be advertised in states that the activity is legal or legally sold)
- Rally's, protests, yard sales, and private events
- Ads for a non-permitted event
- Abortion related ads. Organizations that provide women's services may advertise the (legal) social services that they provide, as long as they adhere to community standards.
- Attack ads against a business or services they provide including personal opinion-based claims in copy or imagery
- PSA ads with political or religious leaning messages
- Personal opinion messages related to candidates or political matters
- Ads objecting to another party, candidate, etc.
- Images of people engaging with firearms (Can only advertise firearms and accessories in markets where they are legally sold)
- Graphic imagery of animals that have been harmed (ex: shot, trapped, injured in any way)
- Sexually-oriented businesses
- Explicit content
- Ad copy that explicitly states or insinuates profanity
- Imagery that is vulgar, sexually graphic or does not meet community standards

Outdoor Advertising Ground Lease Addendum

Location No.: 11039

That certain Outdoor Advertising Ground Lease, together with its amendments and exhibits (if any) by and between YESCO Outdoor Media LLC, a Delaware limited liability company ("YESCO"), and Granger Hunter Improvement District ("you", "your") with a Date Signed by YESCO of , a copy of which is attached hereto (collectively the "Agreement"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, is by this Addendum supplemented, amended, and/or modified, effective as of the effective date of the Agreement. Notwithstanding any provision of the Agreement to the contrary, the following are the controlling terms and provisions:

1. For a board with one digital face and one static face the payments will be the following:

	Monthly	Annual Total
Years 1-5	\$2,000	\$24,000
Years 6-10	\$2,200	\$26,400
Years 11-15	\$2,420	\$29,040
Years 16-20	\$2,662	\$31,944
Years 21-25	\$2,928.20	\$35,138.40
Years 26-30	\$3,221.02	\$38,652.24

For a double digital board the payments will be the following:

	Monthly	Annual Total
Years 1-5	\$3,000	\$36,000
Years 6-10	\$3,300	\$39,600
Years 11-15	\$3,630	\$43,560
Years 16-20	\$3,993	\$47,916
Years 21-25	\$4,392.30	\$52,707.60
Years 26-30	\$4,831.53	\$57,978.36

This lease is a complete integration and final expression of the agreement between the parties, and it may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THIS LEASE HAS BEEN READ, IS UNDERSTOOD, AND AGREE TO BE BOUND BY THE SAME.

YESCO OUTDOOR MEDIA LLC

By: *Debra K. Armstrong*
 Printed Name: Debra K. Armstrong Title: Owner Board Chair
 Tax ID or SSN: 87-6112008

By: _____
 Printed Name: Nathan Young
 Title: President Date Signed: _____