



June 26, 2024

Schober Outdoor Advertising
Attn: August Schober
3921 Sagamore Hill CT
Plano TX 75025

Sign Owner No.: 3726
Re: New Sign Application
US-69, Atoka County
Property Owner: Atoka Precision Machine Shop

Dear Mr. Schober:

As we discussed, the enclosed application could not be processed due to the proposed location being within 300 feet of two registered, unbuilt sign sites and there was no payment submitted with the application.

- R-15237 is 160 ft to the north of your proposed location. The second permit renewal was 12/23/2023. Therefore, this site has not been built by the second permit renewal.
- R-15078 is 195 ft to the south of your proposed location. The second permit renewal was 6/25/2022. Therefore, this site has not been built by the second permit renewal.

We are returning your application and the other documentation that you submitted. I have also attached the information on processing an unbuilt location should you choose to request the revocation of either sign.

If you have any questions or concerns, please feel free to contact this office at any time (405)52-3005.

Respectfully,

Thomas Davis
Branch Supervisor
Outdoor Advertising Control Branch
TD

Enclosures

SCHOBER OUTDOOR ADVERTISING SIGN LOCATION LEASE

This Agreement is made and entered into this 5th day of March, 2024, by and between Dean and Belinda Franke, hereinafter referred to as "Lessor," and Schober Outdoor Advertising, LLC., whose address is 3921 Sagamore Hill Ct., Plano, Tx 75025, hereinafter referred to as "Lessee." Both Lessor and Lessee acknowledge the receipt and sufficiency of good and valuable consideration and agree as follows:

1. **Property.** Lessor hereby leases to Lessee exclusively the property described as: 446 S. Jefferson Hwy, ATOka, OK 74525, 34.31663321, -96.169010 with the full right of ingress and egress to and from the same to its officers, employees, agents, and contractors for the purpose of erecting and maintaining an outdoor advertising wall sign. The leased portion of Property includes all necessary areas over, across and under the Property to provide for the construction, maintenance, service of advertising copy, repositioning (if subsequently necessary) and removal of the sign. The placement of the sign (Lease Pad) on the above Property is more particularly described in Exhibit A, attached to and incorporated by reference into this Agreement. 25

2. **Term and Commencement Date.** The original term of this lease shall be Ninety-Eight (98) years beginning on the commencement date as hereinafter defined. At the end of the original term, this lease shall continue on the same terms and conditions for a like successive period or periods, unless Lessor delivers to Lessee notice of termination not less than ninety (90) days prior to the end of said term. The commencement date shall be defined as the date the sign begins to be used for advertising purposes with any advertising message displayed or ninety (90) days after the start of construction, whichever occurs first.

3. **Rent Payments.** During the original term hereof, it is understood and agreed that the Lessee shall pay to the one (less agency commissions) received from the prior one (12) month's sale of the advertising (vinyl production and installation not included) on the sign on or before the 20th day of the month immediately following each one ~~twelve~~ (12) month period for the duration of this Agreement. Payments will be payable to: Dean Franke whose Tax Identification Number is: ATOka, OK 74525, at 7366 E. Turkey Creek Rd, and whose phone number is 580-364-6591.

4. **Consideration.** A single non-refundable rental payment of \$10.00 will be paid to Lessor upon executing this Agreement. This lease is subject to Lessee obtaining all necessary permits from the state and/or local municipality.

5. **Ownership.** All permits and structures or materials placed upon the leased premise by Lessee shall remain Lessee's Property and may be removed at any time by Lessee. In the event the Lessee elects to electrify or connect phone service to the sign on the leased premises, Lessor shall grant to Lessee reasonable necessary easements for wiring and poles.

6. **Signing Authority.** Lessor warrants that he is the owner (or authorized agent of the owner) of the Property stated in paragraph one (1), and that he has full authority to enter into this Agreement.

7. **Hazardous Waste Indemnification.** Current and future federal, state, and local laws and regulations may require the clean-up of such toxic, hazardous, or undesirable materials at the expense of those persons who, in the past, present, or future have had any interest in the leased Property including, but not limited to current, past, and future owners and users of the leased Property. While each of the parties hereto acknowledge such circumstances, Lessor agrees to indemnify and hold harmless Lessee for any such damages, penalties, and related costs assessed to Lessee caused by the acts of anyone but Lessee, or its agents and employees.

8. **Lessee's Termination Right.** In case any restriction, rules, regulation, or taxation on the construction or maintenance of advertising signs or sign boards are imposed by statute or ordinance which shall have the effect of diminishing the value of the leased premises for advertising purposes in the judgment of Lessee, or in case the view of the leased premises shall become obstructed, or if traffic is not sufficient, diverted or reduced, or if Lessee is unable, for any period of ninety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the sign, the Lessee may terminate this lease at any time upon ten (10) days notice in writing. Within ninety (90) days of the termination of this lease, Lessee agrees to remove the sign, exclusive of footing which shall only be removed to grade level.

9. **Obstruction and Encumbrance.** Lessor, Lessor's tenants, agents, or other persons acting on Lessor's behalf, shall not permit any person, tenant, or successor in interest during the term of this lease to obstruct or impede the view of the leased premises from the public roads adjacent thereto and from neighboring property owned or controlled by the Lessor. Lessor shall also not allow any lien or encumbrance to take precedence over Lessee's leasehold interest in the leased premises.

10. Liability. Lessee shall only be responsible to Lessor for any damage to Lessor's Property occasioned by the acts of Lessee, its agents and employees. Lessor shall be responsible to Lessee for any damage to Lessee's Property occasioned by the acts of Lessor, his tenants, agents, employees, and successors in interest.

11. Conveyance. This Agreement shall be binding upon the inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns. Any conveyance of the Property to a third party is subject to this Agreement. Lessor agrees not to assign this Lease to any competitor of Lessee without Lessee's written permission. In the event of a change of ownership of the Property, Lessor agrees to promptly notify Lessee and provide the new landlord with a copy of this lease Agreement. If Lessor or its designated agent fails to promptly inform Lessee of a change of ownership and Lessee makes any rent payment, at no fault of its own, to the previous Lessor, (a) Lessee's rental status shall be deemed current (paid in full), (b) Lessee shall not be in default or violation of this agreement, and (c) the previous Lessor shall promptly forward any erroneously received rent payments to the new Lessor, give a copy of the lease to the new Lessor, and promptly notify Lessee in writing of the new Lessor's name, phone number and address.

12. Notice. In the event the Lessee fails to perform under the terms of this Agreement, Lessor shall provide written notice to Lessee within thirty (30) days of any such failure, and Lessee may cure any default within ninety (90) days from the postmark of such written notice.

13. Insurance and Indemnity. Lessee shall carry liability insurance pursuant to Lessee's responsibilities as stated in Paragraph ten (10) hereinabove. Such responsibility by Lessee to provide for liability insurance shall be limited to damage to Lessor's Property occasioned by the acts of Lessee, its agents and employees. Lessor agrees to indemnify and hold harmless Lessee for any damage to Lessor and/or Lessee's properties caused by the acts of Lessor, its agents, employees, and successors in interest.

14. Condemnation. In the event that all or any part of the Property is acquired or sought to be acquired by any entity having or delegated the power of eminent domain, Lessee shall, at its election and in its sole discretion, be entitled to contest the acquisition or defend against the taking of Lessee's interest in the Property and/or relocate the structure on Lessor's remaining property. Any condemnation award for Lessee's property and/or leasehold interest shall accrue to Lessee.

15. Right of First-Refusal. During the term of this Agreement and for a period of ninety (90) days following any termination of the Agreement, Lessor grants Lessee the right of first refusal to match any offer acceptable to Lessor for the use or purchase of the Property. A copy of any such third-party offer received by Lessor shall be delivered to Lessee. Lessee shall then have fifteen (15) business days in which to match such offer by giving notice of acceptance to Lessor.

16. Vegetation Clearing. Lessor grants Lessee, its agents and employees permission to trim and cut trees, bushes or brush it deems necessary for an unobstructed view of its advertising displays from the roadway.

17. Assignment. Lessee may assign its rights under this Agreement. Any such assignment will become effective on written notice of it to Lessor.

18. Legal Fees. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement because the other party breached this Agreement, the prevailing party is entitled to reimbursement for reasonable attorney's fees and related costs and expenses.

19. Venue. This Agreement is to be construed under Texas law, and all obligations of the parties are performable in Collin County, TX.

20. Enforceability. In the event any provision hereof is declared invalid, illegal, or unenforceable in any respect, then the remaining provisions hereof shall be deemed unaffected and shall remain in full force and effect notwithstanding such invalidity, illegality, or unenforceability.

21. Entire Agreement. This Lease constitutes the sole Agreement of the parties hereto, and replaces all other written and oral understandings and Agreement, and may be amended only in written form executed by both Lessor and Lessee.

Executed in ATOKA County, OK, on the date stated above.

LESSOR: [Signature] LESSEE: Schober Outdoor Advertising, LLC
Printed Name: Dean Franke SOA Rep: [Signature]

LESSOR:
By: [Signature]
Name: Dean Franke
Title: owner

LESSEE:
SCHOBOR OUTDOOR ADVERTISING, LLC
By: [Signature]
Name: August Schober
Title: Manager











