



**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**Outdoor Advertising Control**

200 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105-3204  
(405) 521-3005

May 9, 2022

Chancellor Media Whiteco dba Lamar Outdoor  
Attn: Eric Cayot  
5205 N Santa Fe  
Oklahoma City OK 73118

*\*\*Certified Mail No.: 9214 8902 7801 8900 0366 85\*\**

*Sign Registration No.: 11530  
Sign File No. 40174-01  
I-240, Oklahoma County*

Dear Mr. Cayot:

Pursuant to OAC Title 730:35-5-6 (h), you are hereby advised that a legal document, alleging that you do not have a current land use agreement on the property where the above-mentioned sign is located has been received. A copy of that document and a photo of the sign, have been enclosed for your review. The sign is located on the south side of I-240, approximately 3.2 miles east of I-35. Property owner for lease in our file is Watson Partnership No. 1 LTD.

If you have documentation or information that would prove contrary to these allegations, please submit it to this office within ten (10) days in receipt of this letter.

If we have not received any correspondence at the end of ten (10) days, we will assume you agree with the information we have received and the permit will be cancelled.

If you have any questions regarding this matter, please do not hesitate to call. (405) 521-3005

Respectfully,

*Barbara Hoppes*

Barbara Hoppes  
Transportation Manager  
Outdoor Advertising Control Branch

BH/

Enclosures

cc: M.H. Dugan, President  
DHD CORP  
5300 Shartel Ave  
Oklahoma City OK 73118

Affidavit of Lease Expiration

I, M.H. Dugan, President of DHD CORP, upon oath state:

1. I am the president of DHD CORP, owner of certain real property located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference.
2. The previous Lease Agreement with The Lamar Companies for the purpose of maintaining an outdoor advertising structure on the above property, expired by its stated terms (see attached Exhibit "B" – Expired Lease Agreement).

Date: April 19, 2022

By: M. H. Dugan  
 Name: M.H. Dugan  
 Its: President  
 DHD CORP

Subscribed and sworn to before me this 20<sup>th</sup> day of April, 2022 by M. H. Dugan, President, DHD CORP.

Monica Y. Dickison  
 NOTARY PUBLIC



My commission expires 3/24/28

Exhibit "A" Legal Description

Sunny Pointe Sec 2 Block 013 Lot 001

**THE LAMAR COMPANIES**

This Instrument Prepared by:  
James R. McIlwain  
5551 Corporate Boulevard  
Baton Rouge, Louisiana 70808

Lease # 20285

*James R. McIlwain*

James R. McIlwain

**RENEWAL LEASE**

THIS LEASE AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Watson Partnership #1, LTD**

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides  
**WITNESSETH**

"LESSOR hereby leases to LESSEE, it successors or assigns, as much of the hereinafter described premises as may be necessary for the construction, repair and relocation of outdoor advertising structure(s), including necessary structures, advertising devices, power poles, communications devices and connections, with the right of access to and egress from structure(s) by LESSEE'S employees, contractors, agents and vehicles and the right to survey, maintain advertisement, maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the structure(s) to be situated at the approximate location(s) as shown on the sketch below."

The leased premises are a portion of the property located in the County/Parish of Oklahoma, State of Oklahoma, more particularly described as:

**I-240, 3.2 miles E/O I-35, SS**

1. This lease shall be for a term of Ten (10) years commencing on April 1, 2003, unless sooner terminated as hereinafter provided.

LESSEE agrees to contact and renegotiate rental monies and term at the expiration of this lease.

2. LESSEE shall pay to LESSOR an annual rental of (\$ see below ) Dollars, payable quarterly in advance in equal installments of see below (\$) each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within Thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE Thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premises advertising structures on property owned or controlled by LESSOR within One Thousand (1000') Feet of LESSEE'S advertising structure(s) or to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of its advertising structure(s). LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at its option.

4. LESSEE may terminate this lease upon giving Thirty (30) days written notice in the event that the advertising structure becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable; provided however that if such conditions shall exist temporarily, then LESSEE may at its option, in lieu of the termination of this lease, reduce the rental herein paid to the sum of Five (\$5.00) dollars per year so long as such condition continues. If LESSEE is prevented from constructing advertising structure(s) at the leased premises by reason of any final governmental law, regulation, order or other action, this lease will terminate immediately. In the event of termination of this lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE shall remain the property of LESSEE and may be removed by it at any time prior to or within 90 days time after expiration of the term hereof or any extension. At the termination of this lease, LESSEE agrees to restore the surface of the leased premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S advertising structure(s), at the sole discretion of LESSEE. All such permits shall be the property of LESSEE.

6. LESSOR represents that he is the owner of the premises described above and has the right to grant LESSEE free access to the premises to perform all acts necessary to carry on LESSEE'S business. In the event of any change of ownership of the property hereby leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this lease and LESSEE will no longer be bound by the lease.

7. The premises is not the homestead of the LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocations of the highway, the LESSOR grants to the LESSEE the right to relocate its structure(s) on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, maintenance, or dismantling of any advertising structures or displays during the term of this lease and to repair any damage to the leased premises resulting from the installation, maintenance, or dismantling of such advertising structures or displays, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.

11. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.

12. This lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.


13. In the event LESSOR proposes the construction of a permanent building upon the Lease Site, or upon the Premises where the location of the sign would violate any applicable zoning or building set-back requirements, from the proposed building, the LESSOR may terminate this Lease upon ninety (90) days prior written notice which must be accompanied by a copy of LESSOR'S building permit, a copy of the LESSOR'S building plans showing the encroachment of the building upon the Lease Site, notice of the date construction will commence, and the refund to LESSEE of all prepaid rental as of the construction commencement date LESSEE agrees to remove its outdoor advertising structure from the Lease Site on or before commencement of actual construction of LESSOR'S building. LESSOR agrees that if LESSEE is required to remove its outdoor advertising structure, LESSOR shall grant LESSEE, at LESSEE'S expense, an opportunity to relocate the outdoor advertising structure to another location on the LESSOR'S premises, where legally permitted, (within the area designated on the Area Sketch of Lease of this agreement) under terms and conditions similar to those included in this Lease Agreement.

In the event LESSOR does not pursue construction of the permanent building for a period of one hundred eighty (180) consecutive days, then the Notice of Termination shall be ineffective and upon tendering to LESSOR the previously refunded prepaid rental LESSEE shall have the right, at its option and upon notice to LESSOR, to re-enter the Premises to re-erect the outdoor advertising structure. Additionally, at the option of LESSEE, LESSEE shall have the right to charge LESSOR for either the actual cost of re-erection of the outdoor advertising structure up to a maximum of \$4,000.00 or an amount equal to 12 months of advertising rents received by LESSEE from such advertising structure.

- 14. LESSEE shall have right to cancel this Lease Agreement for any reason upon thirty (30) days written notice to LESSOR, or its successors in interest. No rental payment shall be owed if the Lease is cancelled prior to the erection of any outdoor advertising structure. However, if LESSEE cancels this Lease Agreement after the outdoor advertising structure has been erected for any reason except as herein provided, LESSEE shall be required to pay LESSOR a termination payment equal to twelve (12) months of rental, at the rental rate in effect at the date of termination. LESSOR shall be entitled to no further claim or damages from loss of rent.
- 15. In the event that the value of the Lease Site to LESSEE is destroyed or diminished by (a) the enactment or enforcement of any law, statute, ordinance, rule, regulation or building restriction which prevents, interferes with, or prohibits the erection, maintenance or continued sales or operational use of LESSEE's outdoor advertising structure, or (b) the total or partial obstruction of the outdoor advertising structure for any reason not caused by LESSOR, or (c) changes streets, highways or traffic patterns, or (d) any other event or occurrence which adversely affects the advertising and commercial value of the Lease Site to LESSEE, LESSEE may terminate this lease upon thirty (30) days written notice to LESSOR, and LESSOR agrees to refund LESSEE all unearned prepaid rental as of date of such termination.

EXECUTED BY LESSOR IN THE PRESENCE OF:

Watson Partnership #1 LTD

  
O. Allen Watson Jr.

16. Annual amount payable in quarterly installments

Years 1-2 \$5,700/yr  
 \*\$1425/quarterly  
 3-4 \$6,100/yr.  
 \*\$1525/quarterly  
 5-6 \$6,500/yr.  
 \*\$1625/quarterly  
 7-8 \$6,900/yr.  
 \*\$1725/quarterly  
 9-10 \$7,300/yr.  
 \*\$1825/quarterly

7808 S. Western  
Oklahoma City, OK 73139

LESSOR'S ADDRESS

631-6151

LESSOR'S TELEPHONE NUMBER


LESSOR'S SOCIAL SECURITY NUMBER

THE LAMAR COMPANIES, LESSEE

BY:   
VICE-PRESIDENT/GENERAL MANAGER

Date: \_\_\_\_\_

This instrument Prepared by:  
James R. McIlwain  
5551 Corporate Boulevard  
Baton Rouge, Louisiana 70808

  
James R. McIlwain

SHOW POINTS OF COMPASS N.S.E.W.	Σ														

## Barbara Hoppes

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**From:** Barbara Hoppes  
**Sent:** Friday, May 6, 2022 3:36 PM  
**To:** Derek Vinson  
**Subject:** Re: CONFIRMED REMOVAL OF 11530 I-240

Thank you Derek. Enjoy your weekend!

Get [Outlook for iOS](#)

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**From:** Derek Vinson <DVINSON@ODOT.ORG>  
**Sent:** Friday, May 6, 2022 2:58:19 PM  
**To:** Barbara Hoppes <BHOPPES@ODOT.ORG>  
**Subject:** CONFIRMED REMOVAL OF 11530 I-240

Barbara,

I have confirmed the removal of Reg. 11530 the photos are in the sign upload.

Derek Vinson  
Outdoor Advertising Control

Oklahoma Dept. of Transportation  
Right-of-Way & Utilities Division  
200 NE 21st Street, Room 2A1  
Oklahoma City, OK 73105

(405)521-3005 (office)  
(405)627-7415 (cell)  
(405)522-0386 (fax)  
E-mail: [dvinson@odot.org](mailto:dvinson@odot.org)



**OKLAHOMA**  
Transportation

MAKE SAFETY STICK  EVERYBODY CLICK 