



OKLAHOMA DEPARTMENT OF TRANSPORTATION

Outdoor Advertising Control

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

February 22, 2022

David Reese, Mgr.
Redstone LLC
2010 North Memorial
Tulsa OK 74115

Certified Mail No.: 9214 8902 7801 8900 0314 51

*No Lease Affidavit – Lamar Central Outdoor
Sign Registration No.: 11908, Sign File No.: 80190-01
2 miles east of US-169 on the north side of SH-51, Tulsa County*

Dear Mr. Reese:

We received your affidavit stating that you do not have a valid lease with Lamar Outdoor Advertising to maintain a sign on the property for the above registered sign location. However, it appears that Lamar feels that they do. As you can see from the enclosed copy of response that our office received from Lorinda Elizando of Lamar Outdoor Advertising, she challenges the affidavit you sent this office.

Therefore, at this time, we feel that this matter has become a dispute between yourself and Lamar Outdoor Advertising and will not be cancelling or issuing any new permits for this location until the matter has been resolved in a court of competent jurisdiction. We have enclosed an excerpt from the Oklahoma Administrative Code that substantiates this decision.

I am sorry that we could not assist you at this time, however, if you have any questions, please feel free to contact this office at (405)521-3005.

Respectfully,

Barbara Hoppes
Transportation Manager
Outdoor Advertising Control Branch

BH/

Enclosure

cc: Lamar Central Outdoor, 7777 E 38th St, Tulsa OK 74145
Lorinda Elizando: lelizando@lamar.com
Elaine Allred; Whistler Sign Company, 6304 E 102nd St, Tulsa OK 74137



February 17, 2022

ODOT
Outdoor Advertising Control
Attention: Barbara Hoppes
200 N.E. 21st Street
Oklahoma City, OK 73105

RE: ODOT notification letters dated Feb 9, 2022 notifying Lamar of Fine Outdoor Advertising Affidavits of Lease Expiration

Dear Barbara,

Thank you for bringing these matters to my attention. Lamar Outdoor Advertising does not agree with the dates and facts claimed by Fine Outdoor Advertising on the affidavit of Lease Expiration on the following sign registration #'s:

11025
11545
11158
10903
11029
15150
15151
11908
12032

As per paragraph 4 of each lease that you have referred to and have on file (please see attached for quick reference), it has been brought to our attention that proper termination obligations have not been met by the Fine Outdoor Advertising party. Also, the dates listed were in fact not termination as we were / currently are still in negotiations and payments beyond those dates have been sent.

If you have any further questions, please do not hesitate to contact me.

Respectfully,


Lorinda Elizando
Real Estate Manager, Tulsa

7777 East 38th Street – Tulsa, Oklahoma 74145
Phone: 918-665-1755 / Fax: 918-665-0284



Lease # 1752

LEASE AGREEMENT

1. The undersigned ("Landlord") leases to ELLER MEDIA COMPANY, a Delaware corporation ("Eller"), the following described property ("Property"), for the purpose of erecting and maintaining outdoor advertising structures, including fixture connections, panels, signs, copy and any equipment and accessories as Eller may place thereon (collectively, the "Structures"), together with free access to the Property and use of the Property to construct, improve, supplement, post, paint, illuminate, maintain, repair, or remove the Structures. Eller may license the use of the Structures, or any portion thereof, for any lawful purpose. The Property is located at: 12540 E. Skelly Dr.

_____ in the City/Township of Julia County of Julia State of OK

2. This Lease shall be in effect for a base term of twenty (20) years, commencing on Oct 10, 2000

3. The rent shall be ~~_____ dollars per year, payable by Eller in twelve (12) equal monthly payments in advance.~~

4. This Lease shall continue in full force and effect for its initial term and thereafter for subsequent like terms, unless not less than ninety (90) days before the end of any such term Landlord or Eller gives Notice of termination. Eller shall have the right to terminate the Lease at the end of any monthly period during the initial term or any subsequent term upon Notice to Landlord served not less than thirty (30) days prior to the end of such monthly period. During any term of this Lease and for a period of Ninety (90) days following any termination of this Lease, Landlord grants Eller the right of first refusal to match any offer acceptable to Landlord for the use or purchase of the Property. A copy of any such third party offer received by Landlord shall be delivered to Eller. Eller shall then have ten (10) business days in which to match such offer by giving Notice of acceptance to Landlord. If ownership of the Property changes, Landlord shall promptly notify Eller of such change and furnish the new owner with a copy of this lease.

5. Eller is the owner of all Structures and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination of this Lease. If for any reason, Eller's Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt. If the Structures are removed for any reason, only the above-ground portions of the Structures, need be removed. Eller has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures. All such permits remain the property of Eller.

6. Landlord and Landlord's tenants, agents, or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Eller's sole opinion, would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after Notice from Eller, Eller may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Eller may trim any trees and vegetation on the Property and on any adjacent property controlled by Landlord as often as Eller in its sole discretion deems appropriate to prevent obstructions.

7. If, in Eller's sole opinion: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) the Structures' value is substantially reduced by lower vehicular circulation; (d) the Structures' value for advertising purposes is otherwise diminished; (e) Eller is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures as Eller may desire; or (f) the Structures' use is prevented or restricted by law, Eller may immediately at its option either: (i) reduce rent in proportion to the loss suffered; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease. If Eller is prevented from illuminating its signs by law, or other cause beyond Eller's control, the rent shall be reduced by one-third.

8. In the event the Structures or any part thereof, or any portion of the Property, is condemned by proper authorities, or any right-of-way from which the Structures are visible is relocated, Eller shall have the right to relocate the Structures on Landlord's remaining Property or to terminate this Lease upon not less than thirty (30) days' Notice and to receive all pre-paid rent for any unexpired term of this Lease. Any condemnation award for Structures shall accrue to Eller. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Eller as a party thereto.

Lease #

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9. Landlord represents that it is the owner (or authorized agent of the owner) of the Property and has the authority to enter into this Lease.

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10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Eller on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Eller. If Landlord encumbers the Property subsequent to the commencement date hereof, Landlord shall deliver to Eller on or before, the effective date of encumbrance a non-disturbance agreement in a form reasonably acceptable to Eller.

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11. If (a) Eller has not been informed of the current address of Landlord or its designated agent, or (b) two or more of the monthly payments sent by Eller are not deposited by Landlord within ninety (90) days after the last such payment is sent by Eller, then no rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Eller Notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Eller's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred.

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12. Eller shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by Eller, Eller's employees, agents licensees and contractors. Landlord shall indemnify and hold Eller harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors.

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13. This Lease is binding upon the heirs, assigns and successors of both Landlord and Eller. Landlord agrees not to assign this Lease to any competitor of Eller without Eller's written permission. Eller shall have the absolute right to assign or sublet.

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14. Any notice ("Notice") to any party under this Agreement shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Agreement, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested to such address; provided that in either case Notices shall be delivered to such other address as shall have previously been specified in writing by such party to all parties hereto at their respective addresses then in effect.

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15. 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 shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

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16. Neither Landlord nor Eller shall be bound by any terms conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Eller and Landlord with respect to the Structures and the Property.

Date Accepted: 10-10-2000

Branch Address: 7777 E. 38th St.

Tulsa, OK 74145-3291

Tel No. (918) 665-1755

By: [Signature]

Its: Senior Vice President

Eller Officer Initials: [Signature] Landlord Initials: [Signature]

WHEN INITIALED ON BEHALF OF BOTH ELLER AND LANDLORD, THIS AGREEMENT IS SUPPLEMENTED AND/OR MODIFIED BY AN ATTACHED ADDENDUM.

Signed: [Signature]
Landlord
Fine Outdoor Advertising
[Name]

2010 N. Memorial
[Street Address]

Tulsa, Okla. 74115
[City & State] [Zip]

SS or Tax ID No. 73-1446301

Tel # 918 832-1931