

. Reg. 15496, 15497, 15498, 15499, 15550 SH-66 Rogers County

Thomas Davis <TTDAVIS@ODOT.ORG>

Sent: 2/21/2024 10:34 AM

To: Derek Vinson <DVINSON@ODOT.ORG>

5 attachments (5 MB)

Joyce Rager Lease.pdf; Joyce Rager Lease 2.pdf; Joyce Rager Lease 3.pdf; Joyce Rager Lease 4.pdf; 20240221094240715.pdf;

Respectfully

Thomas Davis  
Supervisor  
Outdoor Advertising Control

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**From:** Tyler Parsons <tylerp@lindmarkcompanies.com>

**Sent:** Wednesday, February 21, 2024 9:54 AM

**To:** Thomas Davis <TTDAVIS@ODOT.ORG>

**Cc:** Marci Durrett <Marci@lindmarkcompanies.com>

**Subject:** [EXTERNAL] Sign Reg. 15496, 15497, 15498, 15499, 15550 SH-66 Rogers County

Thomas,

The parcel where we operate the above referenced permits was just sold by Joyce Rager to Mr. and Mrs. Roach in December of 2023 according to county records, and we had not been contacted by them to update our ownership records. I have attached the lease agreements covering the property which was signed by Mrs. Rager in 2006. Please note Paragraph 2 of each lease details the lease term of five (5) years effective 8/1/2006. The lease shall continue in full force and effect for subsequent like terms unless terminate, so we show it to renew for 5-year increments with the next anniversary date 8/1/2026.

There are currently 4 structures on the property and I have attached the lease for each of them. Let me know your thoughts when you have a chance to review.

**Tyler Parsons**

*Land Lease Manager*

Lindmark Companies

✉ [tylerp@lindmarkcompanies.com](mailto:tylerp@lindmarkcompanies.com)

🖱 [lindmarkcompanies.com](http://lindmarkcompanies.com)

☎ 405.928.5800x141

📍 2700 Technology Place | Norman OK 73071

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**BILLBOARDS / INK / STEEL**  
**LINDMARK**



Lease # 400945

REAL ESTATE LEASE

This Real Estate Lease is made this 8<sup>th</sup> day of Sept., 2006 by and between MAGIC MEDIA REAL ESTATE, LLC, a subsidiary of MAGIC MEDIA, INC., a Delaware Corporation, with an address of 1988 Plano Rd, Suite 180, Dallas, TX 75243 (Phone (800) 635-5045), hereafter referred to as the Lessor and:

Ms Joyce Rager; 24005 A.S. Hwy 66  
Claremore, OK 74019

hereafter referred to as the Lessor. Lessor leases to Lessee and Lessee leases from Lessor the following described real estate (the "Real Estate"):

RT. 66 N/S 4 mi. W/O RT. 20  
(Existing sign)

It is agreed that the intent of the Lessee is to erect, lease and maintain advertising billboard(s) and electronic communications devices including antennas and other devices attached to the billboard(s) structure on the Real Estate. It is agreed that this agreement is a license and that the billboard(s) and other electronic devices erected and installed will remain the personal property of the Lessee including any and all applicable permit(s) and may be removed or cancelled by Lessee at any time. It is also agreed that the following terms will apply in and be a part of this Lease:

- The rental for this Lease will be \$ 324.<sup>00</sup> dollars annually. This amount will be paid in annual installments in advance unless otherwise noted in this Lease. Lessor agrees to notify Lessee in writing of any delinquencies in rental installments, and agree to grant at least a thirty (30) day grace period for Lessee to correct said delinquencies. The grace period will begin on the date of receipt of written notification by Lessee.
- This Lease will be for a period of 5 years effective on (date) Aug 1/04 upon completion of structure. This Lease shall continue in full force and effect for the term stated and thereafter for subsequent like terms unless terminated prior to the end of the initial term upon written notice by Lessor or Lessee by certified mail at least thirty (30) days but no more than ninety (90) days before the end of such initial term or subsequent like terms. This Lease will then automatically renew itself on a year to year basis unless otherwise terminated by either party at least thirty (30) days prior to the anniversary date of this Lease in writing.
- Lessee has the right to illuminate said billboard(s) at its discretion and Lessor grants an easement and a right to Lessee to run any wires above or below ground to accomplish illumination.
- Lessor gives Lessee the right of ingress and egress over the property of the Lessor whether leased or not in order to erect and/or service said billboard(s) and the right to run wires and other apparatus over, on or under such property to connect any utilities or services to the Real Estate over such property. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or any utility, including signing any easement or other instrument reasonably required by the utility company. Lessor appoints Lessee as Lessor's attorney-in-fact to act in Lessor's place for the limited purpose of applying for any local or state permits necessary or appropriate for the construction or operation of structures or the provision of services or utilities thereto. This lease is contingent upon Lessee receiving all necessary permits required to erect the billboard structure. If Lessee cannot obtain permits this lease is null and void.
- Lessee, without notice or liability to Lessor, has the right to remove any growth or obstructions that hinder the view of said billboard(s) or otherwise interfere with Lessee's use of the Real Estate. Removal is done at Lessor's expense if placed on Lessor's property subsequent to the date of this Lease.
- Lessor warrants that Lessee has the right and authority to enter into this Lease and is either the authorized agent or owner of the Real Estate and that the Real Estate is free from any legal arrangements or restrictions that may in any way prevent the Lessee from erecting, utilizing and/or servicing said billboard(s). In the event of any potential change of ownership of the Real Estate, Lessor agrees to notify Lessee of such change at least thirty (30) days prior to any change in ownership and to include the name, address and tax identification number of the prospective purchaser(s). Lessor further agrees to give and deliver to any and such prospective purchaser(s) formal, written notice of the existence of this Lease at least thirty (30) days prior to such a closing. The Lessor agrees not to erect or permit any other person except Lessee to erect any advertising sign structures on any property owned or controlled by the Lessor within a radius of one thousand (1,000) feet of Lessor's structure.
- In the event the Lessee is ever prevented by any governmental body or anyone having jurisdiction or control over Lessee or the Real Estate from maintaining said billboard(s) or other equipment described above, or if the Real Estate loses its value as a place for outdoor advertising purposes or such value is decreased, the Lessee has the right to terminate this Lease by giving the Lessor thirty (30) days written notice of termination, in which event any rental previously paid for periods after the date of termination shall be refunded by Lessor to Lessee within thirty (30) days of the date of termination, or Lessee, at its sole option, may, in lieu of cancellation, continue to maintain the structure reducing the rent to \$100. per year.
- The rights hereunder are cumulative and inure to the benefit of and bind the parties hereto, their heirs, assigns, or successors in interest. The Lessor agrees that Lessee may assign, sublet, sell or convey Lessee's rights and interest in this Lease without the consent of Lessor. Lessor will not assign this Lease to any competitor of Lessee or persons/companies for the purpose of erecting and maintaining an outdoor advertising display. Lessee, at its option, may record this Lease or a memorandum of Lease, which Lessor agrees to sign and acknowledge.
- It is agreed that neither the Lessor nor the Lessee is bound by any stipulations, representations or agreements not embodied in this Lease. To facilitate the execution of this Lease, the parties may execute and exchange by facsimile counterparts of the signature page of this Lease which facsimile shall be deemed an original.
- Lessor has no knowledge of (a) the presence of any hazardous materials currently on the Real Property, (b) any release of hazardous materials on the Real Property prior to the date of this Lease, or (c) any other unsafe environmental conditions regarding the Real Property.
- If any of this agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the agreement's terms shall remain in full force and effect.
- Special Provisions: N/A

Accepted and Agreed by LESSEE:

MAGIC MEDIA REAL ESTATE, LLC, a subsidiary of MAGIC MEDIA, INC.

Accepted and Agreed by LESSOR:

Joyce K. Rager  
405-82-3590

RECEIVED  
SEP 18 2006

Date:

Date: 9-14-2006

BY: .....



**OKLAHOMA  
Transportation**

**Outdoor Advertising Control  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105-3204**

February 14, 2024

FMG North Texas LLC  
ATTN: Tyler Parsons  
2700 Technology Place  
Norman OK 73071

*Certified Mail No.: 9214 8902 7801 8900 0934 42*

*Sign Registration No.: 15496, 15497, 15498, 15499 & 15500  
SH-66 Rogers County  
Property Owner: Johnny R. & Karen Roach*

Dear Mr. Parsons:

Pursuant to OAC Title 730:35-5-6 (h), you are hereby advised that a legal document, alleging that you do not have a valid land use agreement on the property where the above-mentioned sign is located has been received. A copy of the affidavit has been enclosed for your review. The sign is located on the east side of SH-66, approximately 1.69 miles N. of SH-266 in Rogers County.

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 this is the case, then we respectfully request that you remove the sign within ninety (90) days of receiving this letter.

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

Respectfully,

Thomas Davis  
Transportation Supervisor  
Outdoor Advertising Control Branch

TD/  
Enclosures

cc: Johnny R. & Karen Roach  
8188 E. 500 RD  
Claremore OK 74019



Subscribed and sworn before me this 9 day of February, 2024.



(SEAL)

My Commission expires:

*Kathryn Angelica White*  
Notary Public

OAC FEB 12 2024 FEB 21 2024

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF ROGERS )

Before me, a Notary Public in and for said County and State, on this 9 day of February, 2024, personally appeared Johnny R. Roach and Karen Roach, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



My Commission Expires:

*Kathryn Angelica White*  
Notary Public

(SEAL)