

5321 Corporate Boulevard
Baton Rouge, Louisiana 70808



5067 1
CO 238 - Lease# Sub#

Date Scanned 1/24/24

Lamar Co. #: 238
City: Casper
Lease #: 5067
Amendment #: 1

AMENDMENT TO LEASE AGREEMENT

The parties to the Lease Agreement dated July 1, 2021, and more particularly described above hereby execute this Amendment to Lease Agreement effective April 13th, 2021. To wit, FLOW, LLC ("Lessor") and The Lamar Companies ("Lessee") hereby agree to modify the terms of that existing Lease Agreement and prior amendments in the following respect:

- (i) **LESSEE agrees to the following advertising restrictions: NO automotive dealers, auto repair and shops or auto parts, accessories & tires.**

All other terms of the Lease Agreement and prior amendments shall remain unchanged.

LESSOR NAME

Signed: [Signature], Date: Jan 23, 2024

Printed: David J. Wolf
Title: Managing Member

Phone Number: 308-235-5071
Mailing Address:
601 West Highway 30
Kimball, NE 69145

THE LAMAR COMPANIES

Signed: [Signature], Date: Jan 19, 2024

Printed: Joe Shreve
VP & General Manager

Phone Number: 307-234-9107
Mailing Address:
2056 North Skyview Drive
Casper, WY 82601



1 message

Tue, Jan 23, 2024 at 4:19 PM

To: Dave Wolf <davewolf@wolfauto.com>, Jamie Rideoutt <jrideoutt@lamar.com>, Joe Shreve <jshreve@lamar.com>

[illegible]

To: Dave Wolf, Jamie Rideoutt and Joe Shreve

Copies have been automatically sent to all parties to the agreement.

You can view the document in your online account.

To ensure that you continue receiving our emails, please add adobesign@adobesign.com to your address book or safe list.



201K

Lamar Co # 238

This Instrument Prepared by:

James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

Renewal Lease # 5067



James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 1st day of July, 2021, by and between: **FLOW, LLC** (hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign."

The premises are on property located in City of Scottsbluff, County of Scotts Bluff and State of Nebraska, more particularly described as:

Being known to LESSEE as the south side of US Highway 26 South Lane 200' east of Irwin Avenue
(Legal: LT 2, BLK 2, CANNON SUB REPLAT OF BLK 22216 14TH AVE SCOTTSBLUFF NE 69361 24-22-55)

1. This Lease shall be for a term of ten (10) years commencing on April 13th, 2021 ("commencement date").

Thereafter, this Lease shall automatically renew on a year-to-year basis until canceled by either party in writing not less than sixty (60) days prior to the anniversary date of the Lease.

2. LESSEE shall pay to LESSOR an annual rental according to the following:

LESSOR will receive advertising space in lieu of a yearly cash lease payment. Under this option LESSOR will receive twelve (12) months of advertising on the static panel (#50674) on LESSEE'S sign located on LESSOR'S property as noted in the legal description of the lease. LESSEE will provide up to two (2) vinyls per year for LESSOR'S advertising at LESSEE'S expense. The vinyls will not accrue, if they are not used within the current lease year. Additional vinyls, if desired within the current lease year, will be at LESSOR'S expense.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within one thousand (1000') feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

Initials: LESSOR

LESSEE

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. 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 or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the 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 sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.
6. LESSOR represents that he/she is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE.
7. In the event of any change of ownership of the property herein 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. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.
8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE and any condemnation award for LESSOR'S property shall accrue to LESSOR.
9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, 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.
12. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.
13. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.
14. In order to cure all past delinquencies from 4/13/2013 to 4/12/2021, LESSOR will receive a one-time payment of twenty five thousand Dollars and 00/100 Cents (\$25,000.00) from the date of acceptance of this Lease by LESSEE. LESSOR agrees to indemnify, hold harmless and make whole the LESSEE from and against any future claims or demands for rental owed during this period.
15. This lease supersedes all previous leases.

Initials: LESSOR

[Handwritten initials]

LESSEE

[Handwritten initials]

THE LAMAR COMPANIES, LESSEE:

BY: Joe Shreve
Joe Shreve, VP/GM

DATE: 07/01/2021

Address of LESSEE:
2056 N. Skyview Drive
Casper, WY 82601

Witnesses (LESSEE)

Joe Shreve

FLOW, L.L.C, LESSOR:

BY: David J. Wolf
David J. Wolf, Managing Member

DATE: 07/01/2021

308-235-5071
TELEPHONE NUMBER

6891237654

LESSOR'S TAX IDENTIFICATION NUMBER

010327304

Tax ID Parcel # (for land on which sign is located)

Address of LESSOR:
601 West Highway 30
Kimball, NE 69145

Witnesses (LESSOR)



Jamie Rideoutt <jrideoutt@lamar.com>

LeaseRightofFirstRefusal 5067 FLOW LLC rev 7-1-21 between Lamar Advertising, Dave Wolf, Jamie Rideoutt, and 1 more is Signed and Filed!

1 message

Adobe Sign <echosign@echosign.com>

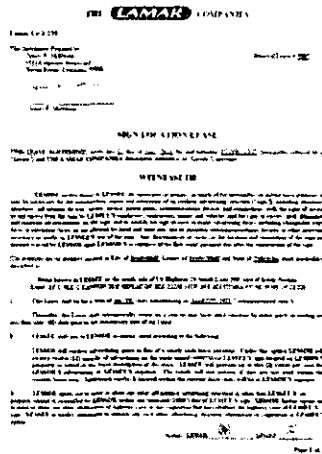
Reply-To: Adobe Sign <echosign@echosign.com>

To: Jamie Rideoutt <jrideoutt@lamar.com>, Dave Wolf <davewolf@wolfauto.com>, Joe Shreve <jshreve@lamar.com>

Mon, Jul 12, 2021 at 10:37 AM



POWERED BY
Adobe Sign



LeaseRightofFirstRefusal 5067 FLOW LLC rev 7-1-21 between Lamar Advertising, Dave Wolf, Jamie Rideoutt, and 1 more is Signed and Filed!

To: Jamie Rideoutt, Dave Wolf and Joe Shreve

Attached is a final copy of
LeaseRightofFirstRefusal 5067 FLOW LLC rev 7-1-21.

Copies have been automatically sent to all parties to the agreement.

You can view the document in your online account.

To ensure that you continue receiving our emails, please add echosign@echosign.com to your address book or safe list.

3 attachments

- LeaseRightofFirstRefusal 5067 FLOW LLC rev 7-1-21 (part 1) - signed.pdf 424K
- LeaseRightofFirstRefusal 5067 FLOW LLC rev 7-1-21 (part 2) - signed.pdf 252K
- LeaseRightofFirstRefusal 5067 FLOW LLC rev 7-1-21 (part 3) - signed.pdf 122K