

**rbauer@fathertime.com**

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**Subject:** FW: BECKER LAMAR ADVERTISING Scanned from MFP-04738120 03/06/2009 15:12

**Attachments:** Lamar AdvertisingDOC030609.pdf



Lamar  
AdvertisingDOC030609.pdf

-----Original Message-----

From: rbauer@fathertime.com [mailto:rbauer@fathertime.com]  
Sent: Friday, March 06, 2009 4:49 PM  
To: 'Paul Roesch'; '# Cathy Roesch: (croesch@fathertime.com)'  
Subject: BECKER LAMAR ADVERTISING Scanned from MFP-04738120 03/06/2009 15:12

-----Original Message-----

From: Amy Mckinney [mailto:amckinney@lamar.com]  
Sent: Friday, March 06, 2009 2:32 PM  
To: rbauer@fathertime.com  
Subject: FW: Scanned from MFP-04738120 03/06/2009 15:12

TO:  
Rick Bauer (Father Time Auctions),  
Attached are the two leases for the billboards on the Becker property.  
The payment schedule is specified on the first page of each lease, but if you have any questions,  
please feel free to let me know.

The terms of a new lease to remove the existing structures and build one monopole on the property  
are as follows:

Twenty year lease at an annual rate of \$2,400 per year or 15% of the annual revenue, whichever is  
greater. At the end of every  
12 month period after the structure is built, Lamar would provide the owners with a report showing the  
revenue from the past  
12 months. If 15% of the annual revenue for the 12 month period is greater than the base rental of  
\$2,400, Lamar would pay the owners the difference.

Let me know if you have any other questions regarding this information.

Amy McKinney . Real Estate Manager  
Lamar Advertising . East Missouri  
6320 Spencer Road, Bonne Terre, MO 63628  
573-431-4414 . Fax 573-431-7715

-----Original Message-----

From: Toshiba Copier [mailto:copier231@lamar.com]  
Sent: Friday, March 06, 2009 5:12 PM

To: Amy McKinney  
Subject: Scanned from MFP-04738120 03/06/2009 15:12

Scanned from MFP-04738120.  
Date: 03/06/2009 15:12  
Pages:6  
Resolution:300x300 DPI  
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#1505

### SIGN LOCATION LEASE

This agreement is made and entered into this *30th* day of *April, 1997*, by and between *Marion Becker, 4307 Cory Place, Las Vegas, NV 89107*, hereinafter referred to as "Lessor", and Overland Outdoor Advertising Co., Inc., whose address is P.O. Box O, Park Hills, MO 63601, hereinafter referred to as "Lessee".

WITNESSETH:

1. Lessor hereby leases to Lessee exclusively the premises described as follows:

*In Jefferson County, MO, Route 67 - 3.77 Miles North of Route 67 and Route 110 Intersection - West Side of Hwy.*

with the full right of ingress and egress to and from the same for the purpose of erecting and maintaining outdoor advertising sign boards.

2. The term of this lease shall be twenty-five (25) years beginning on the commencement date as hereinafter defined.

3. During the original term hereof, it is understood and agreed that the Lessee shall pay to the Lessor an amount of

*Two Thousand Dollars (\$2,000.00)  
per year for the period of 5/1/97 - 4/30/2002*

*Two Thousand Two Hundred Dollars (\$2,200.00)  
per year for the period of 5/1/2002 - 4/30/2007*

*Two Thousand Four Hundred Twenty Dollars (\$2,420.00)  
per year for the period of 5/1/2007 - 4/30/2012*

*Two Thousand Six Hundred Sixty Two (\$2,662.00)  
per year for the period of 5/1/2012 - 4/30/2017*

*Two Thousand Nine Hundred Twenty Eight (\$2,928.00)  
per year for the period of 5/1/2017 - 4/30/2022,*

which shall be payable monthly, and shall be rent on the space occupied by said Lessee, beginning on the commencement date as set forth herein.

4. The commencement date for payment shall be defined as: *May 1, 1997*; however, this Sign Location Lease shall be effective and binding on the day that it is signed by the Lessor and Lessee.

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

6. It is hereby warranted by the Lessor that the Lessor is the sole owner of the above described premises, and that the Lessor has full authority to enter into this Sign Location Lease agreement. By entering into this Sign Location Lease agreement, the Lessor and Lessee do hereby revoke all other lease agreements at any time heretofore made between them or their successors, administrators, heirs, or assigns.

7. 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 judgement of Lessee, or in case the view of the leased premises shall become obstructed, the Lessee may terminate this lease at any time upon ten (10) days notice in writing, and Lessor shall refund, pro rata, any rent paid in advance.

8. Lessor covenants and agrees that Lessor will not permit any obstruction or impediment to the view of the leased premises from the public highways adjacent thereto during the term of this Sign Location Lease. Further, Lessor shall not allow any lien or encumbrance to take precedence over Lessee's leasehold interest in the leased premises without the written consent of the Lessee.

9. Lessee shall 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.

10. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. In the event the Lessee fails to perform under the terms of this agreement, Lessor shall provide written notice to Lessee of such failure and Lessee may cure any default within ninety (90) days from the date of such written notice.

12. Lessee shall carry liability insurance, relative to the subject premises, protecting both Lessor and Lessee from damages or injury or claim thereof incurred or sustained by persons or property while on or about the subject premises. However, Lessee is not responsible if an accident is due to Lessor's negligence.

I/We have read this entire Sign Location Lease and agree to the terms and conditions contained therein.

Lessee:

Overland Outdoor Adv. Co., Inc.  
P. O. Box 0  
Park Hills, MO 63601  
(573)431-4414 (573)431-7715 FAX

Date 5-12-97

Approved by Lessee

[Signature]

Lessor(s)

Marion J. Beecher

Date 5/12/97

SS# 498-20-2152

Phone 702-877-6845

#1504

**SIGN LOCATION LEASE**

This agreement is made and entered into this *30th* day of *April, 1997*, by and between *Norville Becker, 4307 Cory Place, Las Vegas, NV 89107*, hereinafter referred to as "Lessor", and Overland Outdoor Advertising Co., Inc., whose address is P.O. Box O, Park Hills, MO 63601, hereinafter referred to as "Lessee".

WITNESSETH:

1. Lessor hereby leases to Lessee exclusively the premises described as follows:

*In Jefferson County, MO, Route 67 - 3.84 Miles North of Route 67 and Route 110 Intersection - West Side of Hwy.*

with the full right of ingress and egress to and from the same for the purpose of erecting and maintaining outdoor advertising sign boards.

2. The term of this lease shall be twenty-five (25) years beginning on the commencement date as hereinafter defined.

3. During the original term hereof, it is understood and agreed that the Lessee shall pay to the Lessor an amount of

*Two Thousand Dollars (\$2,000.00)  
per year for the period of 5/1/97 - 4/30/2002*

*Two Thousand Two Hundred Dollars (\$2,200.00)  
per year for the period of 5/1/2002 - 4/30/2007*

183.33

*Two Thousand Four Hundred Twenty Dollars (\$2,420.00)  
per year for the period of 5/1/2007 - 4/30/2012*

201.67

*Two Thousand Six Hundred Sixty Two (\$2,662.00)  
per year for the period of 5/1/2012 - 4/30/2017*

*Two Thousand Nine Hundred Twenty Eight (\$2,928.00)  
per year for the period of 5/1/2017 - 4/30/2022,*

which shall be payable monthly, and shall be rent on the space occupied by said Lessee, beginning on the commencement date as set forth herein.

4. The commencement date for payment shall be defined as: *May 1, 1997*; however, this Sign Location Lease shall be effective and binding on the day that it is signed by the Lessor and Lessee.

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

6. It is hereby warranted by the Lessor that the Lessor is the sole owner of the above described premises, and that the Lessor has full authority to enter into this Sign Location Lease agreement. By entering into this Sign Location Lease agreement, the Lessor and Lessee do hereby revoke all other lease agreements at any time heretofore made between them or their successors, administrators, heirs, or assigns.

7. 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 judgement of Lessee, or in case the view of the leased premises shall become obstructed, the Lessee may terminate this lease at any time upon ten (10) days notice in writing, and Lessor shall refund, pro rata, any rent paid in advance.

8. Lessor covenants and agrees that Lessor will not permit any obstruction or impediment to the view of the leased premises from the public highways adjacent thereto during the term of this Sign Location Lease. Further, Lessor shall not allow any lien or encumbrance to take precedence over Lessee's leasehold interest in the leased premises without the written consent of the Lessee.

9. Lessee shall 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.

10. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. In the event the Lessee fails to perform under the terms of this agreement, Lessor shall provide written notice to Lessee of such failure and Lessee may cure any default within ninety (90) days from the date of such written notice.

12. Lessee shall carry liability insurance, relative to the subject premises, protecting both Lessor and Lessee from damages or injury or claim thereof incurred or sustained by persons or property while on or about the subject premises. However, Lessee is not responsible if an accident is due to Lessor's negligence.

I/We have read this entire Sign Location Lease and agree to the terms and conditions contained therein.

Lessee:

Overland Outdoor Adv. Co., Inc.  
P. O. Box 0  
Park Hills, MO 63601  
(573)431-4414 (573)431-7715 FAX

Date 5-12-97

Approved by Lessee

[Signature]

Lessor(s)

[Signature: Novick E. Becker]

15/12/97  
Date 487-20-6225

SS# \_\_\_\_\_

Phone 702-877-6845

rbauer@fathertime.com

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**Subject:** FW: BECKER AUCTION COMING UP

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**From:** Amy Mckinney [mailto:amckinney@lamar.com]  
**Sent:** Friday, March 06, 2009 9:38 AM  
**To:** Resmybiz@aol.com  
**Subject:** RE: BECKER AUCTION COMING UP

I finally go the buyout amount. To buyout of both of the existing leases, the cost will be \$85,000 and that will allow us to cancel the lease agreements early and remove the existing structure to the ground. Of course, we would like to have the option of negotiating a new lease and building a monopole on the property, rather than just canceling, but we understand that will be up to the purchasers. Let me know if you have any other questions regarding this.

*Amy McKinney · Real Estate Manager  
Lamar Advertising · East Missouri  
6320 Spencer Road, Bonne Terre, MO 63628  
573-431-4414 · Fax 573-431-7715*

-----Original Message-----

**From:** Resmybiz@aol.com [mailto:Resmybiz@aol.com]  
**Sent:** Wednesday, March 04, 2009 2:23 PM  
**To:** amckinney@lamar.com  
**Subject:** BECKER AUCTION COMING UP

Hi Amy,

Don't know if you received my last e-mail.

We are meeting with the Auctioneers tomorrow to discuss the details of the Auction.

We still need from you, a total of the buy-out figure and the amount of income the new monopole would provide so that we may give the buyer this information.

As I stated in my last e-mail, I don't know of any reason a new owner would not want the signs but it our responsibility to let them know ahead of time what those figures are and then connect them to you for the transfer of or cancellation of the contracts.

Thanking you in advance for your expedient response to this matter.

In case I failed to mention it earlier, the Auction is on Monday, March 9th, 2009 in the field at Noon.

Sandy

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