

**LEASE AGREEMENT**

**BY AND AMONG**

**GORDON OUTDOOR ADVERTISING, LLC**

**and**

**CITY OF BROKEN ARROW, OKLAHOMA**

**Dated as of August 4, 2025**

## **LEASE**

This Lease (the "Lease") is made \_\_\_\_\_, 2025 between the City of Broken Arrow, 220 South 1st Street, Broken Arrow, Oklahoma, 74013 ("Lessor"), and Gordon Outdoor Advertising, LLC., an Oklahoma Limited Liability Company, having its principal office at 110 West Commercial St. Broken Arrow Oklahoma ("Lessee").

### **1. DESCRIPTION OF PROPERTY; TERM**

- A. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each intending to be legally bound, Lessor leases to Lessee real property belonging to Lessor located in Tulsa County, Oklahoma and more particularly described as follows:
- Exhibit A to this Lease is a legal description of the actual location at which the sign shall be constructed (the "Leased Property").
  - Exhibit (B) to this Lease is the legal description of Lessor's entire property at which the sign shall be constructed.
- B. The Lease shall be for an initial term of twenty-five (25) years, beginning on the effective date of this Lease ("Lease Term").

### **2. CONSIDERATION**

In exchange for use of the Leased Property, Lessee shall construct a double-sided LED billboard and allow Lessor to utilize up to two (2) of the eight (8) LED slots on each side of the LED billboard, which equates to 25% of the total advertising time of any advertising that takes place on the Leased Property in the form of digital image display on a digital billboard. Lessee shall also make unlimited billboard graphic design services available to the City of Broken Arrow in connection with the City's use of the billboard. Lessee shall be responsible for all upload / download art trafficking services.

### **3. USE OF PROPERTY**

Lessee shall only use the Leased Property for the construction, maintenance, and operation of one (1) double sided LED billboard that displays digital images on a digital billboard, and for no other purpose whatsoever. The size of each of the two (2) LED sign faces on said billboard shall be 25 feet by 40 feet. Construction of the billboard shall be contingent upon Gordon Outdoor Advertising successfully obtaining a Class "A" state sign permit from ODOT.

### **4. COVENANT RUNNING WITH THE LAND; RECORDING OF MEMORANDUM**

This Lease and all rights and obligations set forth herein shall be deemed to run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective

successors, assigns, and legal representatives. The parties expressly intend that this Lease create a covenant running with the land pursuant to applicable Oklahoma law. The benefits and burdens of this Lease shall be enforceable by and against subsequent owners, lessees, or occupants of the Leased Property for the full term of this Lease and any renewals or extensions hereof.

To provide public notice and further evidence of the covenant running with the land, the parties agree to execute a Memorandum of Lease in recordable form setting forth the names of the parties, a description of the Leased Property, the Lease term, and such other provisions as may be required or permitted by law. The Memorandum of Lease may be recorded in the land records of Tulsa County, Oklahoma, or the appropriate recording office. The recording of such memorandum shall not be deemed to modify or amend the terms of this Lease.

## **5. COMPLIANCE WITH LAW**

- A. In its use of the Leased Property, Lessee shall fully comply with all applicable federal, state, county and municipal statutes, rules, regulations, and ordinances.
- B. In its use of the Leased Property, Lessee shall secure from the proper authorities all required licenses and permits before commencing construction of the billboard. Lessor shall support Lessee in obtaining any and all required licenses and permits required by any and all applicable regulatory entities. Costs for obtaining any and all required licenses and permits shall be the responsibility of the Lessee.

## **6. REPAIRS AND MAINTENANCE**

Lessee shall, at all times during the term of this Lease, keep all improvements placed by Lessee on the Leased Property in good repair, and shall maintain them at all times in a clean and attractive condition.

## **7. INSURANCE**

Lessee shall obtain and keep in full force and effect at all times during the term of this Lease, a policy of public liability insurance, with an insurer satisfactory to Lessor, for the protection of Lessor and Lessee against liability arising out of the condition of the Leased Property and the improvements erected on the Leased Property. Lessee agrees to name Lessor as an additional insured on Lessee's liability insurance policy covering the Leased Property and shall furnish Lessor a \$1,000,000.00 Certificate of such insurance from its insurance carrier.

## **8. NOXIOUS WEEDS; MOWING**

Subject to and in compliance with any applicable local, state or federal laws or regulations, including those enforced by the United States Army Corps of Engineers, Lessee shall remove by the roots or otherwise effectively destroy all thistles and other noxious weeds growing on the Leased Property, provided that Lessee shall use no chemical weed killers containing chemicals dangerous to crops, animals, or human beings, and shall keep the property neatly mowed. Lessee

shall have the right to remove any trees, brush, or vegetation that may, in the opinion of the Lessee, obscure the view of the sign. Lessee agrees to keep the sign structure maintained to the highest standards, both structurally and cosmetically.

## **9. OWNERSHIP OF IMPROVEMENTS**

All improvements erected by Lessee on the Leased Property shall remain intact and shall remain the property of Lessee. At Lessor's request only, any and all improvements of the Leased Property shall be removed by Lessee within sixty (60) days after the termination of this Lease.

## **10. ACCESS TO LEASED PROPERTY**

Lessor warrants that it is the owner of the Leased Property and has all necessary authorities to grant to Lessee the rights conveyed herein. The Lessor hereby grants to the Lessee a non-exclusive access and utility easement across the real property of Lessor described on the attached Exhibit B as a means of vehicular and pedestrian access to the Leased Property and as a means of providing electricity to Lessee's billboard sign. Further, Lessor shall not allow any obstruction of the view of either sign face on Lessee's billboard.

## **11. TERMINATION**

### **A. By Lessor**

#### **1. Limited Termination for Convenience**

The parties acknowledge that Lessee is making a substantial investment in the Leased Property and requires long-term assurance of its rights under this Lease. Accordingly, the City shall not terminate this Lease for convenience during the initial ten (10) years of the Lease Term. Thereafter, the City may terminate this Lease for convenience only upon providing not less than one hundred eighty (180) days prior written notice to Lessee. In the event of such early termination, the City shall pay Lessee an early termination fee equal to the annual net revenue generated by the sign multiplied by the number of years remaining in the Lease Term and additional lease term (not to exceed ten years), as provided in section 13 of this Lease. The "annual net revenue" shall mean the annual average of the gross revenue generated by the sign during the three years prior to termination, less Lessee's structural insurance, electrical costs, and amounts paid to the City, if any.

#### **2. Termination for Cause**

The City may terminate this Lease at any time upon fifteen (15) days' prior written notice to Lessee in the event of any of the following causes:

(a) Lessee's failure to comply with any material term of this Lease, provided such failure is not cured within thirty (30) days after written notice from the City, or within a longer

period if cure is not reasonably possible within 30 days and Lessee is diligently pursuing cure;

(b) Lessee's failure to comply with any applicable federal, state, or local laws or regulations relating to the use of the Leased Property;

(c) Abandonment or discontinuance of use of the billboard structure for a continuous period of one (1) year without written notice and explanation to the City;

(d) The billboard structure is determined by a governmental authority, in accordance with applicable local and state statutory and regulatory requirements, to pose a danger to public health or safety and Lessee fails to promptly remedy such condition.

### C. Effect of Termination

Upon termination of this Lease for any reason, Lessee shall, at its sole cost, remove all improvements and restore the Leased Property to a clean and orderly condition, reasonable wear and tear excepted, within sixty (60) days of the termination date.

B. By Lessee. During the term of this Lease, should the use of the Leased Property for the purpose permitted by this Lease be prohibited, limited or restricted by the terms of any restriction, covenant, regulation, ordinance, or zoning resolution affecting the property, or if the Leased Property becomes unsuitable for the use of advertising in Lessee's opinion, Lessee, at Lessee's option, may terminate this Lease by giving Lessor sixty (60) days' notice in writing of its election to do so. Furthermore, should Lessee be prohibited from construction of the billboard by any regulatory entity, this Lease shall terminate immediately without any penalty or cost to the Lessee.

## 12. RIGHT OF FIRST NEGOTIATION

In the event the City elects to sell or otherwise dispose of the Leased Property during the Lease Term, the City shall provide written notice to Lessee and offer Lessee an opportunity to enter into good faith negotiations for the potential acquisition of the Leased Property or an interest therein. Nothing in this provision shall obligate the City to enter into any transaction with Lessee or to refrain from offering the Leased Property to other parties if the parties are unable to reach agreement within sixty (60) days of notice.

## 13. RENEWAL OPTION

Lessor grants Lessee an option to renew this Lease for an additional 25 years after expiration of the term of this Lease, at an annual rental of an amount equal to 20% of the gross revenue generated by the sign, to be paid annually, or, Lessor may continue utilizing the same percentage of advertising space on each side of LED billboard as noted above in this Lease. The other terms, covenants, and conditions of the renewal lease are to remain the same as those in this Lease.

To exercise such option, Lessee must give Lessor written notice of Lessee's intention to do so at least two (2) months before expiration of this lease.

**14. CONTENT RESTRICTIONS**

Content referencing, directly or indirectly, the City's political candidates or obscene material shall not be displayed on the Sign.

The parties have executed this lease at City of Broken Arrow on the day and year first above written.

City of Broken Arrow, "LESSOR"

Gordon Outdoor Advertising, LLC "LESSEE"

By: \_\_\_\_\_  
Michael Spurgeon, City Manager

By: \_\_\_\_\_  
Jeff Gordon, Owner / managing member

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

Date: 7/23/25

Attest: \_\_\_\_\_  
Secretary [Seal]

Attest: \_\_\_\_\_  
John B. Smith

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

Date: 7/23/25

Approved as to form:

\_\_\_\_\_  
D. Graham Parker  
Assistant City Attorney

**EXHIBIT A TO LEASE AGREEMENT**

**65' X 65' SIGN EASEMENT LEGAL DESCRIPTION WILL GO HERE  
AFTER MY SURVEYOR CREATES LEGAL DESCRIPTION  
AT LOCATION AGREED UPON BY LESSEE AND LESSOR  
OVERHEAD SURVEY SHOWING SIGN EASEMENT AND SURROUNDINGS WILL  
BE PROVIDED TO CITY BY GORDON OUTDOOR**

**EXHIBIT B TO LEASE AGREEMENT**

**RESERVE G LESS BEG NWC RESERVE G TH SW49.37 E33.67 CRV RT 94.16 SE68.23  
NWLY CRV RT 183.01 POB FOR RD**