



December 20, 2024

Mr. Brian Swanson  
Lamar Advertising, Duluth MN/Escanaba MI  
9331 Westgate Blvd  
Proctor, MN 55810

RE: Lease location 900 4<sup>th</sup> Street West, Grand Rapids, MN 55744

Dear Mr. Swanson,

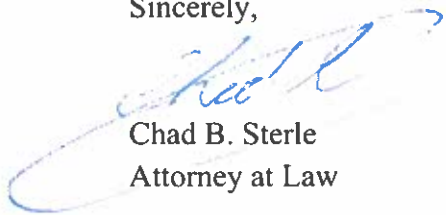
I am writing to you on behalf of the Grand Rapids Economic Development Authority (GREDA) as their legal counsel. The Grand Rapids Economic Development Authority (GREDA) has recently purchased the property located at 900 4th Street West, Grand Rapids, Minnesota, which had an existing lease agreement established prior to this purchase. Despite the presence of undisclosed encumbrances at the time of sale, the Grand Rapids Economic Development Authority (GREDA) wishes to terminate this lease.

According to the enclosed lease agreement, clause #4 states, "Lessor may terminate this lease by giving Lessee 60 days written notice, etc."

We hereby provide you with a 60-day notice of termination for any lease associated with this property. Additionally, Lamar Companies are required to remove all signage, posts, foundations, electrical components, support structures, and any other related materials from the property within this 60-day period. Failure to comply will result in this matter being referred for legal action.

Thank you for your prompt attention to this matter.

Sincerely,



Chad B. Sterle  
Attorney at Law

CBS/mw  
Enclosures

cc: Director of Community Development Rob Mattei, City of Grand Rapids, MN  
Assistant Finance Director Laura Pfeifer, City of Grand Rapids, MN

142  
5152-01  
1/20/17

Lamar Co # 142

This Instrument Prepared by:  
James R. McIlwain  
5321 Corporate Boulevard  
Baton Rouge, Louisiana 70808

Renewal  
 142-5152-01 Lease #

*James R. McIlwain*

James R. McIlwain

**SIGN LOCATION LEASE**

THIS LEASE AGREEMENT, made this 17th day of January, 2017, by and between:

ITASCA COUNTY FARM SERVICE  
900 4<sup>TH</sup> ST. W  
GRAND RAPIDS, MN 55744

(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 a portion of the property located in the County of Itasca, State of Minnesota, more particularly described as:

PID 91-420-2610, Section 20, T.55, R.25, Grand Rapids Second Division, lots 1-6 less E. 25' and all lots 7-12, block 26 and vacated 10<sup>th</sup> avenue lying West of Block 26, City of Grand Rapids  
LAMAR LOCATION: HWY 2, 900 NW 4<sup>TH</sup> ST

1. This Lease shall be for a term of ~~ten (10)~~ <sup>five (5)</sup> years commencing on the first day of the calendar month following the date of completion of construction of the sign, or, if this is a renewal lease, the term and payments begin December 1<sup>st</sup>, 2017 ("commencement date") with payment retroactive to current lease year.

2. LESSEE shall pay to LESSOR an annual rental of (\$1,850.00) Dollars, payable annually in advance in equal installments of One Thousand Eight Hundred Fifty and 00/100 (\$1,850.00) each. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

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 two thousand (2000) 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.

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. *LESSOR MAY terminate this lease by giving Lessee 60 Day Written Notice and Refunding any unearned rental.*

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 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.

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.

11. If LESSOR desires to sell or otherwise transfer any interest/sign easement in the property upon which the sign is situated, LESSOR grants LESSEE a right of first refusal to match any bona fide agreement to purchase a perpetual easement (servitude) encompassing the sign and the access, utility service and visibility rights set forth herein. LESSEE must elect to exercise this right of first refusal within thirty (30) days after written notification of LESSOR'S desire to sell. LESSEE'S failure to exercise this option within said period shall be a waiver of this option. Closing shall be within thirty (30) days of LESSEE'S exercise of this option.

12. Prior to LESSEE removing its sign, and for five (5) years after such removal, LESSOR grants LESSEE a first right of refusal to match any bona fide agreement of LESSOR with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. LESSEE has seven (7) days after LESSOR provides to LESSEE a copy of such agreement executed by such third party to match the terms of such agreement.


13. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, LESSOR authorizes and appoints LESSEE as LESSOR'S agent, representative, and attorney in fact for the limited purpose of executing on behalf of LESSOR such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

14. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

LESSOR: ITASCA COUNTY FARM SERVICE

BY:   
\_\_\_\_\_  
Matt Harold  
VICE-PRESIDENT/GENERAL MANAGER

BY:   
\_\_\_\_\_  
BY: \_\_\_\_\_

DATE: 11/8/2017

DATE: 11/7/17

218-326-4102  
LESSOR'S TELEPHONE NUMBER

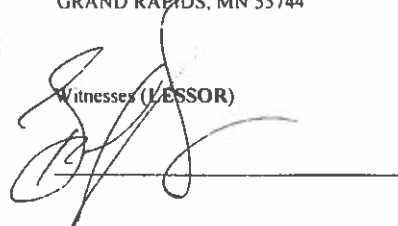
41-0330750  
LESSOR'S SOCIAL SECURITY NUMBER /  
EMPLOYER IDENTIFICATION NUMBER

PID 91-420-2610  
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:  
9331 WESTGATE BLVD  
PROCTOR, MN 55810

Address of LESSOR:  
900 4TH ST. W  
GRAND RAPIDS, MN 55744

Witnesses (LESSEE)  
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Witnesses (LESSOR)  
  
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