



December 16, 2016

The Honorable Dan Devine  
Mayor of the City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214

RECEIVED

DEC 19 2016

CITY OF WEST ALLIS  
MAYOR

RE: Off-Premise Advertising Sign located at 1721 S. 100<sup>th</sup> Street (West Allis Auto Club)

Dear Mayor Devine:

Your City Attorney, Scott Post, suggested that due to the intricacies of the lease agreement we have with the West Allis Auto Club (WAAC) and the City of West Allis, it would be prudent to communicate with you prior to us applying for a permit to raise our outdoor advertising sign at the location referenced above, located where the WAAC currently resides and where we have an active lease with WAAC for the use of the property through 2031 (lease copy attached).

As we are sure you well know, WisDOT is planning to build a wall on the west side of I-894 that will ultimately block out all visibility of said sign to I-894. This action would force us to have to remove the sign unless we could get permission to raise it... which is where the "intricacies" start.

What you may not remember is that we and WAAC were asked to meet with some members of your team, and yourself, in early 2014 to talk about this very sign. At the time it had been discovered that even though the property where the sign is located was being donated by the City to WAAC, it was WAAC that was receiving our lease payments. After some continued discussions with WAAC, it was agreed that Lamar would continue to pay the annual lease rent to WAAC who, in turn, would forward a check to the City for the same amount. This has now been in place since February, 2014. If I remember correctly, none of this was public record.

Jump back to present day and we find ourselves in the unenviable position that once the sign becomes blocked by WisDOT's wall, not only would the sign have to come down if we cannot get it raised, it would also eliminate that recently sought after revenue stream to the City... a revenue stream that could easily continue to grow should the sign be allowed to stay. The only difference is that the City would have to approve the raising of this sign at a height that would allow it to maintain its usefulness to those traveling on I-894. We have taken the liberty of attaching a set of photos to illustrate how the wall will affect the sign and renderings of how the sign might look with variance approval.

Hopefully this spells out the dilemma. We are familiar with your City's sign ordinances and understand that seeking permission to raise this sign to compensate for the wall is a tough challenge without prior support from the City. However, it wasn't too long ago that approval was given to Clear Channel Outdoor to raise a sign just to the east of ours to accommodate some ground work related to the railroad line adjacent to the highway. All we would be seeking is the same courtesy and, in this case, that courtesy would continue to bring direct benefit to the City. Can we have your support?

Sincerely,

A handwritten signature in black ink that reads "Kurt Weis".

Kurt Weis  
Vice-President/General Manager  
Cc: Atty. S. Post, B. Campbell

Lamar Co # 258

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

\_\_\_\_\_  
X Renewal  
3430-01 Lease #



James R. McIlwain

### SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 30<sup>th</sup> day of JANUARY, 2012, by and between:

#### West Allis Auto Club

(hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides

#### WITNESSETH

"LESSOR hereby leases to LESSEE, it 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/Parish of Milwaukee, State of Wisconsin, more particularly described as:

1721 S. 100<sup>th</sup> Street, further described as Part of Lot 11, located in High Ridge Subdivision, being a part of NW ¼ of Section 5, Township 6 North, Range 21 East, City of West Allis, Tax Key #449-0031-004.

1. This Lease shall be for a term of ten (10) years commencing on the first day of the calendar month following the date of completion of construction of the sign; provided, however, that if this is a renewal Lease, the term and payments shall begin March 1, 2012 ("commencement date").

This Lease shall be extended, at Lessee's sole option, for an additional term, of equal length, on the same terms and conditions. Said extension shall automatically go into effect unless Lessee shall give to Lessor written notice of non-extension at least sixty (60) days prior to the expiration of the original term.

2. LESSEE shall pay to LESSOR an annual rental of Six-thousand Seven Hundred Fifty and 00/100 (\$6750.00) Dollars, payable monthly in advance in equal installments of Five hundred sixty-two dollars and 50/100 (\$562.50) each, with the first installment due on the first day of the month following commencement (SEE RIDER for additional terms). 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.

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. 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.

12. 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.

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

THE LAMAR COMPANIES, LESSEE:

LESSOR: West Allis Auto Club

BY: Kurt Weis  
Kurt Weis - VICE-PRESIDENT/GENERAL MANAGER

BY: Dean J. Wojas  
BY: TOM  
BY: Chawn M. [Signature]

DATE: 2 / 2 / 12

DATE: 1 / 30 / 12

414-258-9533 WAAAC  
LESSOR'S TELEPHONE NUMBER

39-6064092 WAAACFE  
LESSOR'S SOCIAL SECURITY NUMBER /  
EMPLOYER IDENTIFICATION NUMBER

449-0031-004  
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:

Address of LESSOR:

2809 S. Fifth Court  
Milwaukee, WI 53207

1721 S. 100<sup>th</sup> Street  
West Allis, WI 53227

Witnesses (LESSEE)

Witnesses (LESSOR)

\_\_\_\_\_  
\_\_\_\_\_

Alan Kastner  
\_\_\_\_\_

THE **LAMAR** COMPANIES

**Addendum to Lease #3430-01**

This addendum to Lease #3430-01, beginning March 1, 2012 by and between West Allis Auto Club, as Lessor, and The Lamar Companies, as Lessee, sets forth the following payment terms additions:

Lessee agrees to increase annual lease rent paid to Lessor to \$7000, payable in monthly installments of \$583.33, beginning March 1, 2017 and running through the end of the Lease Agreement

Dean J. Wyes 1/30/12  
LESSOR Date

WMS 1/30/12  
LESSOR Date

Dean M. [Signature] 1/30/12  
LESSOR Date

ant Kast 1-30-12  
LESSEE Date

Just Ali 2-2-12



**Existing sign**



**Rendering of Sign raised on a monopole**





**Current Southbound view**



**Rendering of Southbound view after sound wall addition**



Rendering of southbound view with sign raised on a monopole after sound wall addition





**Current Northbound view**



**Rendering of Northbound view after sound wall addition**





Rendering of Northbound view with sign raised on a monopole after sound wall addition

