

Barbara Hoppes

From: Gore, Todd <tgore@pikepass.com>
Sent: Wednesday, August 18, 2021 10:07 AM
To: Barbara Hoppes
Cc: Derek Vinson
Subject: [EXTERNAL] RE: Lamar billboards in Wellston

OTA Wellston RELOS - Reg 9583 & 11560 - Lincoln County

Todd Gore
Oklahoma Turnpike Authority
Phone: (405) 425-7492

15327 → 15328

From: Barbara Hoppes <BHOPPES@ODOT.ORG>
Sent: Wednesday, August 18, 2021 9:35 AM
To: Gore, Todd <tgore@pikepass.com>
Cc: Derek Vinson <DVINSON@ODOT.ORG>
Subject: [Warning External Email] RE: Lamar billboards in Wellston

Todd – Do you have the 2 registration numbers for this Settlement?

Barbara Hoppes

Manager, Outdoor Advertising Control Branch
Right-of-Way & Utilities Division
Oklahoma Department of Transportation
200 N.E. 21st Street, Room 2 A-1
Oklahoma City, OK 73105
(405) 521-3005



From: Gore, Todd <tgore@pikepass.com>
Sent: Wednesday, August 18, 2021 7:34 AM
To: Barbara Hoppes <BHOPPES@ODOT.ORG>
Subject: [EXTERNAL] Lamar billboards in Wellston

For your Files if need it.

Todd Gore
Oklahoma Turnpike Authority
Phone: (405) 425-7492

Barbara Hoppes

From: Gore, Todd <tgore@pikepass.com>
Sent: Wednesday, August 18, 2021 7:34 AM
To: Barbara Hoppes
Subject: [EXTERNAL] Lamar billboards in Wellston
Attachments: Signed Settlement Agreement OTA v. TLC.pdf

For your Files if need it.

Todd Gore
Oklahoma Turnpike Authority
Phone: (405) 425-7492

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between TLC Properties, Inc. (TLC Properties”) and Lamar Central Outdoor, LLC (“Lamar”) (collectively “TLC”) on the one hand, and the OKLAHOMA TURNPIKE AUTHORITY, a body corporate and politic (“OTA”), on the other hand, and referred to as “Party” in the singular and collectively as the “Parties.”

RECITATIONS

- A. On March 9, 2021, OTA filed a condemnation action in the District Court of Lincoln County styled Oklahoma Turnpike Authority v. TLC Properties, Inc. et. al, Case No. CS-2021-48 (the “Condemnation Lawsuit”) condemning and extinguishing an easement set forth in Exhibit A to the Petition such property necessary for improvements to the Turner Turnpike.
- B. TLC Properties owns the Sign Location Easement set forth at Book 1734 Page 633 of the Property Records Lincoln County Clerk and Lamar presently has two signs located in the easement.
- C. On May 28, 2021 the Report of Commissioners was filed wherein just compensation was assessed in the estimated amount of \$216,000.00.
- D. Both TLC Properties and OTA have demanded a jury trial in this proceeding.
- E. TLC, Lamar and OTA desire to resolve this matter without trial.

COVENANTS

NOW, THEREFORE, in exchange for the mutual covenants contained herein, the Parties agree:

1. Settlement of Condemnation Lawsuit. In full and complete settlement of the Condemnation Lawsuit, OTA agrees to pay TLC Properties the amount of **\$243,000.00 (“Settlement Amount”)** **(such sum including the \$216,000.00 Commissioners’ Award previously paid into the registry of the Court by OTA and an additional payment of \$27,000.00 to be paid as set forth below), and other good and valuable consideration** discussed below (the “Settlement Amount”) and TLC agrees to accept the Settlement Amount and Additional Consideration described below from OTA as just compensation in the Condemnation Lawsuit.

- A. Additional Consideration
 - i. Removal of signs: TLC and Lamar will remove the signs and sign structures located in the easement, on or before August 31, 2021 and understands that OTA will grant no extensions for weather, material delay, or delays in securing a new location. Such removal will include removal of the poles and footings of such signs as follows:
 - a. the East sign structure (“Structure 1”) and footings to a depth of at least four feet

- b. The West sign structure (“Structure 2”) and footings to a depth of at least six feet.
 - ii. OTA agrees and represents that it has secured the approval the Oklahoma Department of Transportation for Lamar to obtain the appropriate state outdoor advertising sign permits to:
 - a. relocate Structure 1 within a 200 foot radius of the existing location upon Lamar obtaining a lease from such property owner or TLC Properties obtaining an easement from such property owner and Lamar signing a lease with TLC Properties for such easement; and
 - b. relocate Structure 2 within a 200 foot radius of the existing location upon Lamar obtaining a lease from such property owner or TLC Properties obtaining an easement from such property owner and Lamar signing a lease with TLC Properties for such easement.
 - B. OTA, TLC and Lamar all agree that the Settlement Amount and other Consideration set forth in this Settlement Agreement constitute just compensation of TLC’s interests in the Subject Property for the establishment, construction, maintenance and operation of roadways, utilities, drainage improvements and facilities necessary and incident thereto for which the Subject Property was acquired; all moving, relocation, refitting and reestablishment costs including any damages, injuries, rights, title, interest, claims, and causes of action, attorneys fees or expenses, known or unknown, relating to the acquisition by the Plaintiff of the Subject Property and shall settle any and all claims that TLC may have against OTA, known and unknown, including any arising by statute, by contract, at common law or in equity, including payment for all attorney, engineering, and appraisal fees, and costs incurred as a result of this proceeding or such purported claims.
2. Payment of Settlement Amount. OTA shall pay the remaining difference of \$27,000.00. to TLC Properties within thirty (30) days of the Court’s entering the Agreed Journal Entry of Judgment.
 3. Conclusion of the Condemnation Lawsuit. OTA and TLC Properties and Lamar will sign an Agreed Journal Entry of Judgment substantially similar to the one attached hereto as Exhibit “B” to conclude the Condemnation Lawsuit. Within seven (7) days from the complete execution of this Settlement Agreement, and the Agreed Journal Entry of Judgment, OTA will present the Agreed Journal Entry of Judgment to the Court for approval by a motion submitted jointly by OTA and TLC.
 4. Authority and Capacity. Each Party is fully authorized to execute this Agreement, and no further actions, except for the satisfaction of the contingencies identified in paragraphs 2 and 3 and the filing of the Agreed Journal Entry of Judgment identified in paragraph 6, are needed to make this Agreement binding and effective according to its terms and conditions. The persons signing this Agreement on behalf of the respective parties have full and complete

authority to bind such party and no further authorization is required for such person to duly execute this Agreement on behalf of the identified party.

5. Advice of Counsel. Each Party represents and warrants that they have had the opportunity to confer with counsel and any other advisors of its choosing to discuss this Settlement Agreement and have either reviewed the matter with same or have elected not to do so at their own choosing. Each Party understands the effect of this Agreement. Each Party understands the terms and conditions of this Agreement. Each party states that this Agreement is voluntarily executed by each with no undue influence or coercion on the part of the other Party or anyone else.
6. Binding Effect and Execution. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective predecessors, successors, assigns, heirs, executors, administrators, directors, officers, employees, agents, shareholders, and subsidiaries.
7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
8. Costs and Attorney's Fees. Each Party shall bear their own costs and expenses (including, without limitation, the fees and expenses of its counsel) incurred in or incidental to the Lawsuit and the negotiation, preparation, carrying out and consummation of this Agreement.
9. Additional Documents. OTA and TLC will sign the Agreed Journal Entry of Judgment to conclude the Litigation as set forth above. OTA and TLC will sign any additional documents necessary to effect the terms of this settlement.
10. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements or understanding between the parties hereto pertaining to the subject matter hereof. There are no representations, inducements, promises, agreements, arrangements or undertakings, either oral or written, between the parties hereto other than those set forth herein, and may not be modified except by a writing executed by the party against whom the modification or amendment is asserted.
11. Applicable Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Oklahoma.
12. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly construed for or against any of the parties. As used in this Agreement, the singular or plural shall be deemed to include the other whenever the context so indicates or requires.

IN WITNESS WHEREOF, this Agreement is entered by the Parties and shall be effective on the last date that is executed by OTA or TLC.

EXECUTED BY:

OTA:

OKLAHOMA TURNPIKE AUTHORITY, a body
corporate and politic

Dated: 08/17/2021

Todd Gore

By: Todd Gore

Title: Right-of-Way

Approved as to Form:

E.S.C.

OTA General Counsel

TLC:

TLC PROPERTIES, INC.

Dated: 8/13/21

Bill Condon

By: Bill Condon

Title: GM/VP

Dated: 8/13/21

LAMAR CENTRAL OUTDOOR, LLC

Bill Condon

By: Bill Condon

Title: GM/VP