

**AFTER RECORDING RETURN TO:**

Oklahoma Department of Transportation  
General Counsel  
200 NE 21<sup>st</sup> Street  
Oklahoma City, OK 73105

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

This instrument is exempt from  
Documentary Stamp Tax requirements  
contained in 68 O.S. 2021 § 3201  
[68 O.S. 2021 § 3202(11)]

FAP-U-369(61)  
and AA-55(5)  
Oklahoma County

**PERPETUAL EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT **State of Oklahoma, ex rel., Oklahoma Department of Transportation, ("Grantor")**, for and in consideration of the sum of **Ten and No/100 Dollars (\$10.00)** and other good and valuable and sufficient considerations, does hereby grant, bargain, sell and convey unto **Lamar TLC Properties, LLC, ("Grantee")**, a perpetual easement to the following described property and premises for the purpose of establishing thereon outdoor advertising facilities / structures and the right of ingress and egress necessary and incidental thereto and the right to provide electrical utility service to the outdoor advertising facilities / structures, and including all necessary interest in and to the airspace over as well as the light and view above the surface of the lands herein described, for said outdoor advertising facilities / structures, but to specifically exclude any rights to grant, convey, lease, license or permit any non-outdoor advertising facilities or other conduits or attachments, including but not limited to wire, pipe, fiber optic and communication lines, to-wit:

**(See Exhibits A & B for Legal Descriptions)**

Grantor, reserves and excepts unto itself, its successors and assigns, the mineral rights therein together with the exclusive right to license, permit or convey any and all non-outdoor advertising facilities or other conduits, including but not limited to wire, pipe, fiber optic and communication lines either over or under Grantor's land; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purpose herein granted;

To have and to hold said described premises unto said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma, as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said State of Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities; provided however, Grantee's easement rights set forth herein shall not be disturbed.

This Perpetual Easement shall consist of a non-exclusive perpetual servitudes of use that run with the land and shall include the right to construct, service, maintain, improve, upgrade the advertising faces to include changeable copy faces or electronic faces, as are allowed by state law, and to replace, rebuild, or relocate any outdoor advertising facilities / structures on the Property described herein. This Perpetual Easement shall also include the non-exclusive right of ingress and egress, a right of overhang for the outdoor advertising facilities / structure, a right to install, repair, replace and maintain underground and/or above ground electrical service for the outdoor advertising facilities / structures, a right to maintain telecommunication devices as it relates to the advertising structure only. The Perpetual Easement shall also include a right of view, prohibiting vegetation or improvements on the Property described In Exhibit B that would obstruct the view of advertising structure from the adjoining highway.

Grantee, its successors and assigns, shall provide and forever maintain, at Grantee's sole expense, outdoor advertising facilities / structures in accordance with the application for sign registration and permit submitted by Grantee to Grantor and as approved by Grantor for the outdoor advertising facilities / structures, which such application and approval is on file in the Grantor's Outdoor Advertising Control offices.

Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, or improvements on or adjacent to the easement, or otherwise damage the same in any way.

If, at any time, the Easement herein granted, or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall immediately remove or safely and permanently secure any improvements constructed during the life of the easement to the full satisfaction of Grantor and, thereafter, execute such instrument as now provided or as hereafter may be provided by law to clear title to the aforesaid property. Grantor shall be required to provide Grantee with one hundred (180) days written notice should Grantor assert that the Easement granted herein is no longer being used or required for the purposes for which granted. Grantee shall be authorized to respond in writing and if Grantee provides evidence of the continued use of the Easement, then said rights herein conferred to Grantee shall continue.

Grantee acknowledges that Grantor does hereby grant and conveys the interests specifically described herein unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made.



IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hand(s) and seal(s) this 9<sup>th</sup> day of March, 2023.

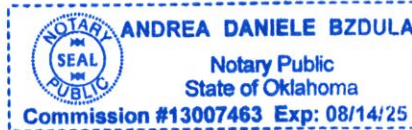
APPROVED AS TO FORM AND LEGALITY

[Signature]  
Mitch Surrett,  
Deputy General Counsel

STATE OF OKLAHOMA, ex rel.,  
DEPARTMENT OF TRANSPORTATION

[Signature]  
Timothy A. Tegeler,  
Director of Engineering

State of Oklahoma )  
                                  ) ss.  
County of Oklahoma )



Before me, the undersigned Notary Public in and for this state, on this 9<sup>th</sup> day of March, 2023, personally appeared Timothy A. Tegeler, to me known to be the Director of Engineering, of the State of Oklahoma, ex rel., Oklahoma Department of Transportation, and the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his capacity as Director of Engineering of the State of Oklahoma, ex rel., Oklahoma Department of Transportation, as his free and voluntary act and deed, and as the free and voluntary act and deed as such Director of Engineering of the State of Oklahoma, ex rel., Oklahoma Department of Transportation for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

My Commission Expires:  
08-14-25  
My Commission No.:  
13007463

[Signature]  
Notary Public

## Exhibit A

FAP-U-369(61)  
Part of Parcel 68  
AA-55(5)  
Part of Parcel 1  
Oklahoma County

### Billboard Property Site:

A strip, piece or parcel of land lying in part of the SW¼ SE¼ of Section 34, T12N, R3W in Oklahoma County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the SW Corner of the SW¼ SE¼, thence N 89°24'35" E a distance of 959.41 feet, thence N 00°35'28" W a distance of 412.94 feet to a point on the permanent Westerly right-of-way line of Interstate Highway No. 235, thence N 31°30'15" W along said right-of-way line a distance of 291.39 feet to the point of beginning, thence continuing N 31°30'15" W along said right-of-way line a distance of 58.54 feet to a point on the present South right-of-way line of East Sheridan Avenue, thence S 89°49'46" W along said right-of-way line a distance of 80.00 feet, thence S 00°10'14" E a distance of 50.00 feet, thence N 89°49'46" E a distance of 110.44 feet to said point of beginning.

Containing 4,761 sq. ft. or 0.11 acres, more or less.

Grantor, reserves and excepts unto itself, its successors and assigns **ALL RIGHTS OF INGRESS AND EGRESS**, to said 0.11 acres, more or less to the lands or rights-of-way covered by the abutting Interstate Highway No. 235 Limited Access Highway facility on the Easterly side and East Sheridan Avenue facility on the North side and North Lincoln Boulevard facility on the Westerly side, except that, Grantee, their successors and assigns shall have the right of ingress and egress from the Southerly 75.00 feet and the rights to install and maintain electric utility service to the following described property:

**A 25.00 foot Access and Utility Easement to the Billboard Property Site** from the North Lincoln Boulevard facility, Commencing at the SW Corner of the SW¼ SE¼, thence N 89°24'35" E a distance of 959.41 feet, thence N 00°35'28" W a distance of 412.94 feet to a point on the permanent Westerly right-of-way line of Interstate Highway No. 235, thence N 31°30'15" W along said right-of-way line a distance of 349.93 feet to a point on the present South right-of-way line of East Sheridan Avenue, thence S 89°49'46" W along said right-of-way line a distance of 80.00 feet to the point of beginning, thence continuing S 89°49'46" W along said right-of-way line a distance of 107.35 feet to a point on the present East right-of-way line of North Lincoln Boulevard, thence S 37°59'10" W along said right-of-way line a distance of 30.89 feet, thence S 13°51'26" E along said right-of-way line a distance of 192.62 feet, thence N 76°08'34" E a distance of 25.00 feet, thence N 13°51'26" W a distance of 180.39 feet, thence N 37°59'10" E a distance of 6.68 feet, thence N 89°49'46" E a distance of 95.11 feet, thence N 00°10'14" W a distance of 25.00 feet to said point of beginning.

Containing 7,665 sq. ft. or 0.18 acres, more or less.

## Exhibit B

FAP-U-369(61)  
Part of Parcel 68  
AA-55(5)  
Part of Parcel 1  
Oklahoma County

### **View to Billboard Property Site:**

Grantee, their successors and assigns shall have a right to an unobstructed view to the advertising faces on the outdoor advertising facilities / structures from the adjoining I-235 Limited Access Highway facility for which the advertising is intended to be viewed in each direction of the outdoor advertising structure parallel to said adjoining highway; or, to that part of the easement property boundary being described as follows:

Commencing at the SW Corner of the SW $\frac{1}{4}$  SE $\frac{1}{4}$ , thence N 89°24'35" E a distance of 959.41 feet, thence N 00°35'28" W a distance of 412.94 feet to a point on the permanent Westerly right-of-way line of Interstate Highway No. 235, thence N 31°30'15" W along said right-of-way line a distance of 205.38 feet to the point of beginning, thence continuing N 31°30'15" W along said right-of-way line a distance of 86.00 feet to a point on the present South right-of-way line of the Perpetual Easement, thence S 89°49'46" W along said right-of-way line a distance of 80.00 feet, thence S 59°41'05" E a distance of 144.73 feet to said point of beginning.

Containing 2,938 sq. ft. or 0.0674 acres, more or less.