



September 6, 2022

Chancellor Media White/Lamar Outdoor  
Attn: Eric Cayot  
5205 N Santa Fe  
Oklahoma City OK 74118

*Re: Reinstatement of Relocation Rights  
Revocation of Sign No.: 15223  
SH-74, Oklahoma County  
(Relo. Rights Issued for Sign No. 12131)*

Dear Mr. Cayot:

This letter is to advise you that relocation rights have been reinstated for sign permit no. 15223 as required by settlement of Lamar v. ODOT, et. al; U.S. West District Oklahoma Case No. 20-CV-1194-SLP.

The Settlement Agreement and Release also states that two relocation sites will be issued for the revocation of sign no. 15223. Please provide a copy of the Settlement Agreement when forwarding the application documents for each of the new sites.

Relocation rights were initially granted from the taking of sign registration number 12131. The property upon which Sign Registration No. 12131 was located was purchased to accommodate a highway project. Rights to the relocation permit were granted per Agreement for Relocation of Outdoor Advertisement through Journal Entry for Court Case No. CJ-2015-4548.

Your cooperation and assistance in our Billboard Relocation Program are much appreciated. If you have any questions, please contact the Outdoor Advertising Control Branch at (405)521-3005.

Respectfully,

Barbara Hoppes  
Transportation Manager  
Outdoor Advertising Control Branch

BH/



## Barbara Hoppes

---

**From:** Lisa Endres  
**Sent:** Tuesday, September 6, 2022 1:06 PM  
**To:** Barbara Hoppes  
**Cc:** Robert Blackwell  
**Subject:** Re: Lake Hefner Settlement  
**Attachments:** Lamar v. ODOT Attach 1 - Settlement w sign and exhibits.pdf

Hi Barbara,

Let me forward you the settlement agreement. Please reference the reinstatement of the sign permit is required by the settlement in the Lamar V. ODOT, et. Al, U.S. West. Dist. OK CASE NO. 20-CV-01194-SLP.

As you said, because these permits are being issued as part of a settlement agreement and we are in process of transferring property to Lamar, which has not occurred yet. However, is there anyway to preserve a sign permit registration number for the second sign and include it in the letter. Then once we have transferred the deed documents to Lamar on the two sites, we can have them put in applications referencing both sign registration numbers.

I know it is kind of backwards but then again, this is not a normal sign permitting situation due to the settlement and litigation. Please call me or come see me to discuss our options.

Thank!

Get [Outlook for iOS](#)

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**From:** Barbara Hoppes <BHOPPES@ODOT.ORG>  
**Sent:** Tuesday, September 6, 2022 12:52:05 PM  
**To:** Lisa Endres <LEndres@ODOT.ORG>  
**Cc:** Robert Blackwell <RBLACKWELL@ODOT.ORG>  
**Subject:** RE: Lake Hefner Settlement

Lisa – let me know if you are good with this letter and I will print it out, sign it and bring it up to you.

*Barbara*

---

**From:** Lisa Endres <LEndres@ODOT.ORG>  
**Sent:** Tuesday, September 6, 2022 12:28 PM  
**To:** Barbara Hoppes <BHOPPES@ODOT.ORG>  
**Cc:** Robert Blackwell <RBLACKWELL@ODOT.ORG>  
**Subject:** Re: Lake Hefner Settlement

Won't you need to assign the second relocation permit a permit # so you can track it for sign inventory purposes?

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**From:** Barbara Hoppes <BHOPPES@ODOT.ORG>  
**Sent:** Tuesday, September 6, 2022 12:26:09 PM

**To:** Lisa Endres <[LEndres@ODOT.ORG](mailto:LEndres@ODOT.ORG)>  
**Cc:** Robert Blackwell <[RBLACKWELL@ODOT.ORG](mailto:RBLACKWELL@ODOT.ORG)>  
**Subject:** RE: Lake Hefner Settlement

Hi Lisa,

I will furnish a letter to you shortly reinstating sign registration no. 12131 that was issued the rights for RELO that was used for R-15223. The granting of two relocations, for the one, will be issued through the settlement agreements and not my office.

*Barbara*

---

**From:** Lisa Endres <[LEndres@ODOT.ORG](mailto:LEndres@ODOT.ORG)>  
**Sent:** Tuesday, September 6, 2022 11:30 AM  
**To:** Barbara Hoppes <[BHOPPES@ODOT.ORG](mailto:BHOPPES@ODOT.ORG)>  
**Subject:** Fwd: Lake Hefner Settlement

Hello Barbara,

Just FYI- We settled the Lamar v. ODOT litigation over Lake Hefner Parkway 10 days ago. As a condition of settlement, we are to reinstate the relocation permit # used at that site (referenced in the email below) and must issue an additional relocation permit as a condition of our settlement agreement.

Can you assist me in getting this done ASAP. I am assuming we simply need a letter from your office reinstating the relocation permit that was revoked and issuing a second one for the two new locations.

Please Teams Call me or come by my office to discuss as needed.  
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**From:** William Hickman <[hickman@hickmanlawgroup.com](mailto:hickman@hickmanlawgroup.com)>  
**Sent:** Tuesday, September 6, 2022 11:17:14 AM  
**To:** Lisa Endres <[LEndres@ODOT.ORG](mailto:LEndres@ODOT.ORG)>  
**Subject:** [EXTERNAL] Lake Hefner Settlement

Hi Lisa,

Pursuant to the settlement agreement, my office had docketed within 10 days of the execution of the settlement that ODOT was to reinstate in writing Relocation Permit # 15223 and issue one additional relocation permit to Lamar for the exclusive use at Site 1 and 2.

Can you check on the status of ODOT taking these actions pursuant to the terms of the settlement agreement?

Best,  
Bill

Thank you,  
**William H. Hickman**

## Barbara Hoppes

---

**From:** Lisa Endres  
**Sent:** Tuesday, September 6, 2022 11:30 AM  
**To:** Barbara Hoppes  
**Subject:** Fwd: Lake Hefner Settlement

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Can you assist me in getting this done ASAP. I am assuming we simply need a letter from your office reinstating the relocation permit that was revoked and issuing a second one for the two new locations.

Please Teams Call me or come by my office to discuss as needed.  
Get [Outlook for iOS](#)

---

**From:** William Hickman <hickman@hickmanlawgroup.com>  
**Sent:** Tuesday, September 6, 2022 11:17:14 AM  
**To:** Lisa Endres <LEndres@ODOT.ORG>  
**Subject:** [EXTERNAL] Lake Hefner Settlement

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Can you check on the status of ODOT taking these actions pursuant to the terms of the settlement agreement?

Best,  
Bill

Thank you,  
**William H. Hickman**



**Hickman Law Group**  
attorneys counselors mediators  
330 West Gray Street, Suite 170  
Norman, Oklahoma 73069  
Phone: 405.605.2375  
Fax: 405.605.2374  
[hickmanlawgroup.com](http://hickmanlawgroup.com)



## SETTLEMENT AGREEMENT AND RELEASE

**THIS SETTLEMENT AGREEMENT AND RELEASE** (hereinafter the “Agreement”) is made and entered into as of this 16th day of August 2022, by and between the **State of Oklahoma, ex rel., Department of Transportation** (hereinafter “ODOT”) **Lamar Central Outdoor, LLC, Lamar TLC Properties, Inc. (together, referred to as “Lamar”)**, Intervenor, **the City of Oklahoma City** (hereinafter “City”), and Intervenor **Hearts for Hearing Foundation** (hereinafter “Hearts for Hearing”) (collectively the “Parties”). This Settlement Agreement once executed by all Parties, will resolve all issues among the Parties in *Lamar v. ODOT, et al; CJ-2020-5370*, which was removed from Oklahoma County to the **U.S. District Court for the Western District of Oklahoma, Case No. 20-CV-1194**, (hereafter referred to as “the Litigation”).

**WHEREAS** Lamar has acquired and still retains a Relocation Permit, # 15223, as a part of a settlement reached with ODOT in a condemnation action in which the State had to acquire land and remove an existing Lamar billboard.

**WHEREAS** the Litigation filed is a result of legal disputes that arose among the Parties regarding the multiple approvals and revocations of the use of Relocation Permit #15223 on property that abuts State Highway 74 (also known as Lake Hefner Parkway) on the west side of the highway approximately 1.6 miles south of the Kilpatrick Turnpike (the “Subject Property”) on the permanent grant of sign easement owned by Lamar (the “Sign Site”) *See Attached Exhibit A, Aerial Photograph of Sign Site and surrounding area.*

**WHEREAS**, the City and Hearts for Hearing have become parties to the Litigation after being granted the right to intervene in the above captioned lawsuit in order to, among other things, dispute the ability of Lamar to use relocation permits issued by ODOT without adherence to Oklahoma City zoning ordinances and to stop Lamar from building a billboard sign on the Subject Property.

**WHEREAS** ODOT acknowledges that Lamar relied upon the mistakenly approved relocation permit at the Sign Site when purchasing the sign easement and that the Sign Site has significant market value that was significantly impacted when ODOT revoked permission for Lamar to use Relocation Permit #15223 at the Sign Site.

**WHEREAS**, on April 4, 2018, Lamar applied for a relocation permit at the Sign Site and on April 10, 2018, ODOT issued a relocation permit at the Sign Site. Lamar asserts that the relocation permit was properly granted to Lamar for the Sign Site and ODOT revoked the relocation permit on October 24, 2018, after Lamar had relied upon the issuance of the relocation permit to purchase an easement at the Sign Site, to purchase and fabricate a digital mono-pole, 14 x 48 back to back billboard sign, and to secure advertisers at that location.

**WHEREAS** the Parties have reached a mutual agreement to resolve all claims and issues between them that have or could be raised in the Litigation, including those claims in relation to the Sign Site.

**WHEREAS** the Parties desire to compromise and upon execution of this Agreement, agree that all claims and causes of action that have been asserted in the Litigation or could have been asserted by any Party in the Litigation, including but not limited to all due process, equal protection inverse condemnation, encroachment, nuisance and/or tort claims as well as any and all actions for statutory interpretation, injunctive or declaratory relief that is or could be brought in relation to the granting and/or denial of an outdoor advertising sign permit at the Sign Site, are hereby settled pursuant to the terms of this Agreement. The Parties also agree to be bound by the duties and deadlines set forth in this Agreement.

**WHEREAS** the Parties all declare and represent that they are executing this Agreement with binding authority and wholly upon their own volition, individual judgment, belief and knowledge of all facts, terms and circumstances. The Parties acknowledge they at all times have been represented by counsel during these proceedings and that once the terms of this Agreement are fully executed by all Parties, they agree to administratively close the litigation and will not dismiss the Litigation until all terms of this agreement have been fully completed by all Parties.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **TERMS OF SETTLEMENT**

- 1. Land Exchange.** Within thirty (30) days of the execution of this Agreement, Lamar shall assign to Hearts for Hearing all its interests obtained and currently held in the Grant of Easement recorded at Book 13811, Page 592 Oklahoma County Clerk's Office attached as Exhibit "B" (the "Easement"). ODOT shall transfer to Lamar by quit claim deed the surplus Right of Way owned by ODOT at the following locations: *Site 1* located at the Kilpatrick Turnpike and Western in Oklahoma City, which shall be no less than Fifty (50) by Eighty (80) feet in dimension with the shortest area along the highway, with a legal description to be mutually agreed upon. ODOT shall also grant mutually agreeable roadway, visibility and utility easement rights across the larger parcel owned by ODOT to the site to be conveyed to Lamar. *See Exhibit "C"* Photo / Schematic of Site 1; and *Site 2*, located at I-235 and Sheridan in Oklahoma City, which shall be no less than Fifty (50) by Eighty (80) feet in dimension with the shortest area along the highway, with a legal description to be mutually agreed upon. ODOT shall also grant mutually agreeable roadway, visibility and utility easement rights across the larger parcel owned by ODOT to the site to be conveyed to Lamar. *See Exhibit "D"* Photo / Schematic of Site 2. ("Site 1" and "Site 2", respectively). ODOT shall transfer the surplus parcels, by quit claim deed for the erection and operation of an outdoor advertising signs at Site 1 and Site 2 and ODOT agrees to provide any existing survey and write the property descriptions for both Sites. The City shall approve any lot split as may be necessary for the land exchange contemplated herein and the City agrees to waive any other requirements that would prohibit the construction and operation of the billboard signs at either site. ODOT shall deed the properties for Site 1 and Site 2 within thirty (30) days of the execution of this Agreement.



2. **Land Exchange Escrow.** The Parties agree that the land exchange discussed in Paragraph 1 of this Agreement shall be closed in escrow with the costs of to be borne by Lamar. Counsel for Lamar shall hold the assignment of the Easement to Hearts for Hearing in escrow until the terms of this Agreement are fully completed by all of the Parties. Within five (5) days of these terms being completed, counsel for Lamar shall deliver to counsel for Hearts for Hearing the assignment of the Easement. Counsel for ODOT shall hold the deeds conveying Site 1 and Site 2 in escrow until Lamar completes its due diligence, which may include, but is not limited to, a phase 1 environmental study, a title opinion, and a survey of the parcel conveyed. Lamar shall bear all costs of its due diligence and shall have up to one-hundred twenty (120) days to complete its due diligence from the execution of this Agreement. Should Lamar need additional time to complete its due diligence, it shall request such additional time in writing and ODOT shall not unreasonably withhold its approval. Should Lamar discover from its due diligence that on, or both of the sites described in Paragraph 1 cannot be used for the intended purpose; title related issues are identified; or, Lamar determines that there are costs required to remediate any issues identified, Lamar may reject a site and the Parties shall negotiate in good faith a replacement site. Should a replacement site not be reasonably plausible, Lamar may re-open the Litigation. If Lamar notifies ODOT that it has completed its due diligence and requests the delivery of the deed(s) for Site 1 and / or Site 2, ODOT shall deliver said deed(s) to counsel for Lamar within five (5) days of said request.
3. **Relocation Permits.** Within ten (10) days of the execution of this Agreement, ODOT shall reinstate in writing the Relocation Permit #15223 and shall issue one (1) additional relocation permit to Lamar for the exclusive use at Site 1 and Site 2. These two relocation permits granted as part of this Agreement shall only be used by Lamar for the purposes set forth herein and will not be valid for use at any other sign site relocation other than at Site 1 and Site 2.
4. **Abandonment of Lake Hefner Billboard Site & Billboard Moratorium; Prohibition.** Lamar agrees to abandon and forgo any future plans to acquire, apply for or gain permission or permit to erect an outdoor advertising billboard along the Lake Hefner Parkway approximately covering the area between NW Expressway to the south and Memorial Road to the north, including specifically at the Sign Site, that Oklahoma City wishes to remain a "scenic corridor." In exchange, the City agrees to propose and adopt a moratorium to be effective until a permanent ban is enacted by the City on billboard signs on the Lake Hefner Parkway corridor within thirty (30) days of this fully executed Agreement. Further, the City agrees to propose and intends to adopt a permanent ban on billboard signs along that portion of Lake Hefner Parkway identified

herein within twelve (12) months of the execution of this Agreement; provided however, the moratorium will remain in-place until a permanent ban is enacted. In the event the City allows the moratorium to lapse, or fails to adopt a permanent ban on billboard signs along the identified stretch of Lake Hefner Parkway within twelve (12) months of the execution of this Agreement, Lamar is released from its duty to abandon and forgo plans to acquire, apply for or gain permission or permit to erect an outdoor advertising billboard along Lake Hefner Parkway such that Lamar may engage in such conduct; provided however, Lamar shall still not pursue erecting a billboard on the Easement unless the Litigation is re-opened as provided for herein.

5. **Administrative Closing of Litigation.** Within ten (10) days of the Parties fully executing this Agreement, all Parties will sign off upon an agreed order to administratively close the Litigation with the right to reopen should settlement negotiations fail or should the terms of settlement set forth herein not be fully completed by one or more parties hereto within the time periods prescribed.
6. **Dismissal.** Once all of the settlement terms are fully completed, to include, but not limited to, the City adopting the permanent ban on billboard signs along the identified area on the Lake Hefner Parkway, Plaintiff Lamar shall circulate and file an agreed order dismissing the case in its entirety, including the Intervenor's claims, with prejudice. In any event, the Parties agree that either the case will be dismissed with prejudice, action to enforce this Agreement will be initiated, or the Litigation will be re-opened within twelve (12) months of the execution of this Agreement.
7. **No Billboard.** The Parties each agree and represent to the other that they will not authorize or erect a free-standing pole with a display face larger than two hundred (200) square feet, an off-premises sign, and / or a non-accessory sign (i.e., "Billboard") along Lake Hefner Parkway in the area identified in Paragraph 4, or on the Easement described in Exhibit B.
8. **No Refiling.** Except as otherwise provided for in this Agreement, all Parties agree they will not reopen or refile any litigation over any and all current or future claims brought in or arising from the Litigation.
9. **Mutual Release.** Each party does for itself and their respective officers, directors, stockholders, agents, employees, legal representatives, successors and assigns hereby irrevocably and unconditionally release and forever discharge the other and their respective officers, directors, stockholders, agents, employees, legal representatives, successors and assigns from any and all actions, suits, causes of action, damages, injuries, costs, losses, claims or rights which either has or ever had, known or unknown, now existing or that might arise hereafter directly or indirectly attributable to or relating to the Litigation, including any damages, fees, or costs.

- 10. No Admissions.** It is agreed that this Agreement is executed solely to compromise and settle disputed claims and thereby avoid the uncertainty and expense of litigation relating to the Litigation. This Agreement shall not be construed as an admission of fault or wrongdoing or waiver of legal arguments by any party.
- 11. Consolidation.** This Agreement constitutes the entire agreement of the Parties, supersedes all prior or contemporaneous agreements or understandings relating to the subject matter herein, whether verbal or written, and may not be modified except by a writing executed by the party against whom the modification or amendment is asserted.
- 12. Governing Law, Venue and Prevailing Party.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that any dispute regarding this Agreement shall be resolved in the U.S. District Court for the Western District of Oklahoma. The prevailing party in any action brought to enforce this Agreement shall be entitled to recover reasonable attorney fees and costs.
- 13. Further Acts and Documentation.** The Parties agree to do such further acts and to execute and deliver such further and additional documents, instruments, and writings as may be necessary, proper, or required to fully effectuate the terms and provisions of this Agreement.
- 14. Legal Consultation.** The Parties represent to one another that they have carefully read this Agreement and understand its terms and conditions without reservation. The Parties acknowledge that they have been advised by legal counsel prior to the execution of this Agreement.
- 15. Counterparts.** This Agreement may be executed in any number of counterparts and by different Parties and separate counterparts, and any copy, telecopy, telefax or facsimile of same may be used for execution or any other purpose with the same force and effect as the original, but all of such counterparts shall constitute but one (1) instrument.
- 16. Binding Effect.** This Agreement, and all rights and obligations hereunder, shall be binding upon all Parties, and shall inure to the benefit of the Parties hereto, their respective predecessors, successors, heirs, directors, officers, employees, trustees, legal representatives, shareholders, and assigns.

- 17. Signatories' Authority.** The signatories to this Agreement represent and warrant that they have the requisite authority to bind their respective party.
- 18. Costs and Attorney Fees.** The Parties shall bear and pay all costs, expenses, and attorneys' fees that they have each incurred in connection with the current and past litigation involving the issues and disputes resolved herein.
- 19. Enforcement.** The Parties agree that this Agreement may be enforced by any party should the terms and conditions set forth herein not be fulfilled and the prevailing party shall be entitled to reasonable attorney fees and the cost of litigation.
- 20. Order of Prohibition.** In lieu of litigating the issues of whether the Highway Beautification Act preempts all municipal zoning regulations, the City will prepare and submit a joint motion to confirm the Agreement and proposed order of the Court in the Litigation regarding same within 5 days after the execution by the Parties of this Agreement. In accordance with the terms of this Agreement, the City is prohibited from enforcing its ordinances regulating signage at Site 1 and Site 2, which the City believes would otherwise prohibit the construction of the signs contemplated in Section 1 of this Agreement and as specifically depicted in Exhibits C and D. Should the joint motion not result in an order from the Court consistent with this paragraph, or should the Litigation be re-opened as provided for herein, the Parties agree to vacate, waive, or otherwise release the City from any obligation prohibiting the City from arguing the enforceability of the City's ordinances.
- 21. Billboard Prohibition.** The Parties shall support ordinances and/or legislation that prohibits the erection of off-premises or non-accessory signs, to include, but not limited to, electronic message display signs on Highway 74, also known as, Lake Hefner Parkway "scenic corridor" that is located between the Northwest Expressway and Memorial Road
- 22. No Objection; 911 Addresses.** The City shall not object to or challenge in anyway ODOT's issuance of relocation permits for both Site 1 and Site 2. The City shall not take any action to impede, interfere, prolong, or otherwise prohibit Lamar from erecting a billboard sign at both Site 1 and Site 2. Within 20 days of Lamar providing the City with a legal description for Site 1 and Site 2, the City shall provide to Lamar the 911 addresses for Site 1 and Site 2.
- 23. Time is of Essence; Revocation.** The parties agree that time is of the essence in performing the terms of settlement in this Agreement. Should one or more party fail to perform the obligations set forth herein within the time period specified, any Party that has otherwise not failed to perform hereunder may revoke this Agreement, which shall render the Agreement null and void, and no Party will object to the re-opening the Litigation.

24. **No Billboard.** By approving this Agreement, Hearts for Hearing agrees that it shall not allow a billboard sign on its property along Lake Hefner Parkway so long as it is the owner of said property. Additionally, Hearts for Hearing will include in any deed conveying title that billboards are prohibited on the property unless the City has already enacted a ban on billboards along Lake Hefner Parkway. Hearts for Hearing also agrees that it shall not allow a billboard to be erected on the Easement.
25. **Vegetation Removal.** ODOT shall provide reasonable assistance and cooperation and shall work in good faith with Lamar to authorize the removal of any vegetation within one thousand feet in each direction of both Site 1 and Site 2, that is obstructing the view of the signs at either location whether the vegetation is on the right of way or on property owned by ODOT. To the extent Lamar is not getting timely and reasonable cooperation from other offices within ODOT, Lamar may contact ODOT's legal division for assistance.
26. **Further Assurances.** The Parties hereby agree and acknowledge that they shall take whatever actions and execute whatever documents may reasonably be necessary to ensure that the purpose and intent of this Agreement are fulfilled. A Party that is requested to provide further assurance, such as the execution of certain documentation, shall take such action with reasonable diligence acknowledging that time is of the essence in fulfilling this Agreement.

[Signatures on the Pages that Follow]

DATED: 8/16/2022

*Dawn Sullivan*  
Dawn Sullivan, Deputy Director  
For Defendant ODOT

**ACKNOWLEDGEMENT OF ODOT**

State of Oklahoma )  
County of Oklahoma )

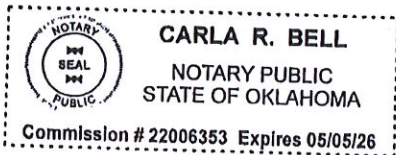
ss:

Before me, the undersigned, a Notary Public in and for said county and State on this 16<sup>th</sup> day of August, 2022, personally appeared Dawn Sullivan, to me known to be the identical person who executed the above and foregoing Settlement Agreement and Release and acknowledged to me that they had the authority to execute this agreement and executed this agreement as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

*Carla R. Bell*  
Notary Public

My Commission No. & Expiration:  
[Seal]



DATED: 8/15/22

Bill Condon

Bill Condon  
For Plaintiff, Lamar Central Outdoor, LLC

**ACKNOWLEDGEMENT OF LAMAR Central Outdoor**

State of Oklahoma )  
County of Oklahoma ) ss:

Before me, the undersigned, a Notary Public in and for said county and State on this 15 day of August, 2022, personally appeared Bill Condon, to me known to be the identical person who executed the above and foregoing Settlement Agreement and Release and acknowledged to me that they had the authority to execute this agreement and executed this agreement as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above-written



Sarah Lee  
Notary Public

My Commission No. & Expiration:  
[Seal]

EXP 04/02/25

DATED: 8/15/22

Bill Condon

Bill Condon  
For Plaintiff, Lamar TLC Properties, Inc.

**ACKNOWLEDGEMENT OF LAMAR TLC Properties, Inc.**

State of Oklahoma )  
County of Oklahoma ) ss:

Before me, the undersigned, a Notary Public in and for said county and State on this 15 day of August, 2022, personally appeared Bill Condon, to me known to be the identical person who executed the above and foregoing Settlement Agreement and Release and acknowledged to me that they had the authority to execute this agreement and executed this agreement as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written



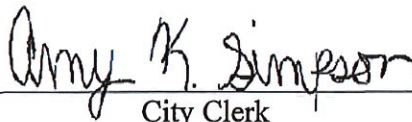
Sarah Lee  
Notary Public

My Commission No. & Expiration:  
[Seal]

**APPROVED AND ADOPTED** by the City Council and **SIGNED** by the Mayor of The City of Oklahoma City, Oklahoma, this 16th day of August, 2022.

**THE CITY OF OKLAHOMA CITY**

**ATTEST:**

  
\_\_\_\_\_  
City Clerk



  
\_\_\_\_\_  
VICE- MAYOR

**REVIEWED** for form and legality.

  
\_\_\_\_\_  
Assistant Municipal Counselor

[Seal]



DATED: 7/27/22

Joanna T. Smith  
Joanna T. Smith  
For Intervenor, Hearts for Hearing Foundation

**ACKNOWLEDGEMENT OF HEARS FOR HEARING**

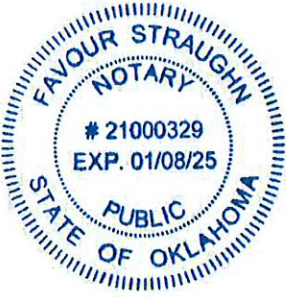
State of Oklahoma )  
County of Oklahoma ) ss:

Before me, the undersigned, a Notary Public in and for said county and State on this 27 day of July, 2022, personally appeared Joanna T. Smith, to me known to be the identical person who executed the above and foregoing Settlement Agreement and Release and acknowledged to me that they had the authority to execute this agreement and executed this agreement as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

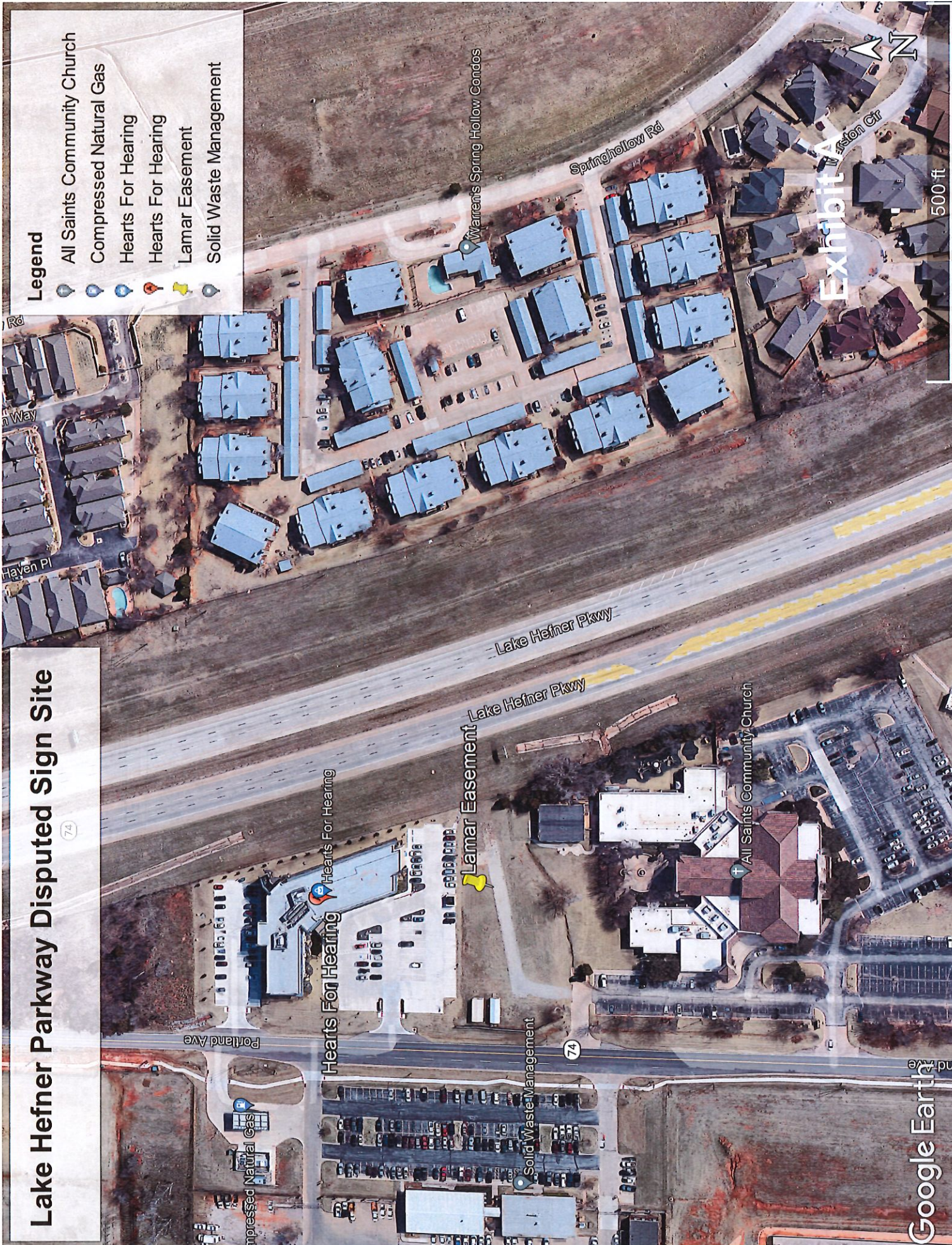
21000329 01/08/25  
My Commission No. & Expiration:  
[Seal]

Favour Straughn  
Notary Public



# Lake Hefner Parkway Disputed Sign Site

74



## Legend

- All Saints Community Church
- Compressed Natural Gas
- Hearts For Hearing
- Lamar Easement
- Solid Waste Management

Exhibit A

500 ft

20180814011113510  
EASE 08/14/2018  
03:35:30 PM Book:13811  
Page:592 PageCount:9  
Filing Fee:\$29.00  
Doc. Tax:\$5.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
David B. Hooten

**OLD REPUBLIC TITLE COMPANY OF OKLAHOMA**  
4040 N. TULSA  
Oklahoma City, OK 73112  
18212732  
GRANT OF EASEMENT

\* UNITED STATES OF AMERICA  
\*  
\*  
\* STATE OF OKLAHOMA  
\* COUNTY OF OKLAHOMA

BY: Our Lord's Community  
Church, R.C.A., Inc.

TO: LAMAR TLC PROPERTIES, INC.

\*\*\*\*\*

This Grant of Easements ("Agreement") is made this 14 day of August, 2018, by and between OUR LORD'S COMMUNITY CHURCH, R.C.A., INC., whose address is 11400 Portland Ave., OKC, OK 73120 ("Grantor"), and LAMAR TLC PROPERTIES, INC., a Louisiana Corporation, whose address is 5321 Corporate Boulevard, Baton Rouge, LA 70808 (TIN: 72-0640751) ("Grantee").

The Grantor, its successors and assigns, do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement for the location and construction of the outdoor advertising structure or structures (the "Sign Easement"), which Sign Easement is described on the attached Exhibit "A", together with a maintenance, utility, access, and visibility, easement (the "Maintenance, Utility, Access, and Visibility Easement"), and all necessary or desirable appurtenances on, over and upon the following described real property (the Sign Easement and the Maintenance, Utility, Access, and Visibility Easement are collectively referred to herein as the "Easements"). The property subject to the foregoing Easements is described and depicted on the attached Exhibit "B" (the "Property"). The area of the Visibility Easement is the line of sight triangle more particularly described and depicted on the attached Exhibit "B".

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor herein grants perpetual Easements subject to the following terms and conditions:

The Easements hereby granted shall consist of perpetual servitudes of use that run with the Property and shall include the right to construct, service, maintain, improve, modify the sign, including changeable copy faces or electronic faces, as are allowed by local and state law, and replace or rebuild any outdoor advertising structure on the Property described. Grantee and Grantor agree that the advertising structure will not have stacked advertising panels. The minimum distance from the bottom of the sign faces to the ground level directly below the sign faces shall be thirty-five (35) feet unless otherwise mutually agreed in writing. The specific location of the advertising structure shall be limited to the Sign Easement area described in Exhibit "A". These rights shall include, but not be limited to, a reasonable right of ingress and egress over and through the Property, to and from the advertising



structure hereafter constructed within the Sign Easement, a temporary construction easement within the area in proximity to the Sign Easement for purposes of the erection of the to-be-installed advertising structure; a right to install, repair, replace and maintain underground and/or above ground electrical service, a right to maintain telecommunication devices as it relates to the advertising structure only and a right of view, prohibiting vegetation or improvements on the Property described to the extent such vegetation or improvements would materially obstruct the view of the advertising structure from the adjoining highway. Grantor agrees that Grantee may trim any or all trees and vegetation in, on or about the Sign Easement and within the Visibility Easement as often as Grantee deems necessary to prevent obstruction or to improve the appearance of the advertising structure. Grantee, its successors and assigns, hereby specifically hold Grantor, its successors and assigns, free and harmless from any damages or injuries to any person or property caused by Grantee's construction or maintenance activities anywhere on the Property.

The Easements hereby granted are expressly subject to the following reservations:

- (a) A general subsurface utility easement ten (10) feet in width along the east boundary of the Sign Easement as depicted on the attached Exhibit "B";
- (b) Grantor's continued ability to use or improve the Property within the Sign Easement or the Visibility Easement so long as such improvements (i) do not unreasonably interfere with Grantee's Easements hereby granted, and (ii) the apex of any roof or the height of any other above-ground improvements does not exceed twenty-five (25) feet in height;
- (c) If Grantor believes that the outdoor advertising structure(s) has been removed from the Property for twenty-four (24) consecutive months and, thereby, wishes to terminate the Grant of Easement, Grantor must provide written notice to Grantee by certified mail, return receipt requested, that the outdoor advertising structure(s) has been removed from the property for twenty-four (24) consecutive months and that Grantor wishes to terminate the Grant of Easement.

Grantee will then have sixty (60) days from receipt of the notice in which to establish that it is maintaining a permit, or actively engaged in, or commence rebuilding the outdoor advertising structure(s) as allowed in the Easement. Some examples of active engagement include without limitation applying for permits, ordering the structure, the pendency of any condemnation proceeding involving the Property, applying for a variance when a permit is denied, or seeking legal relief if a permit is denied.

If, at the end of said sixty (60) day period, Grantee has not shown it is maintaining a permit, or actively engaged in building or rebuilding the outdoor advertising

structure(s) as allowed in the Easement then Grantor may exercise its right to terminate this Easement; and,

(d) The content of the advertising to be exhibited on the Grantee's advertising structure, may not include copy that: (i) is factually inaccurate, fraudulent or deceptive; (ii) is obviously obscene or offensive as determined in Grantee's reasonable discretion; (iii) promotes any sexually oriented business, lewd conduct or illegal activity; (iv) promotes tobacco or tobacco substitute products; (v) contains politically motivated controversial copy; or (v) promotes any other church or religious organizations. Notwithstanding any of the foregoing copy restrictions, Grantor agrees that Grantee shall have the right to sell advertising for placement on the advertising structure within the Sign Easement that promotes alcohol or casinos, so long as the advertising content conforms to general community standards.

Grantor warrants that it is the sole record owner of the immovable Property over, across and through which these Easements are created, that such Property is not subject to any mortgages or liens, that such Property, except as appearing of record, is not encumbered by any restrictions, easements, covenants, leases or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority subject to the approval of Grantor's authorized denomination representative, to execute these Easements and to grant, sell and convey the real property rights set forth herein to Grantee.

Notwithstanding any language to the contrary, Grantor expressly disclaims any representation and warranty, whether express or implied, with respect to Grantee's intended use of the easements. Further, Grantor shall have no responsibility for securing any permits, licenses or other approvals for Grantee to be able to utilize the Easements for the intended use.

In the event of condemnation of any material part of the Sign Easement or any part thereof by proper authorities, or relocation of the highway, the Grantor grants to the Grantee the right to relocate its sign to a mutually acceptable location within, or as close as practicable, to the Sign Easement, on the remaining part of Grantor's Property adjoining the condemned parcel or the relocated highway. Any condemnation award for Grantor's Property shall accrue to Grantee insofar as Grantee's advertising structure and Grantee's Easements are concerned. Any condemnation award for or related to Grantor's Property except with respect to the Easements granted herein shall be the sole property of Grantor. The scope of the Visibility Easement, in the event of any relocation, shall be mutually determined and agreed upon.

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of Grantor and Grantee.

[Signature page to follow]

WITNESS this 14<sup>th</sup> day of August, 2018.

WITNESSES:

GRANTOR:

OUR LORD'S COMMUNITY CHURCH,  
R.C.A., INC.,  
an Oklahoma not-for-profit corporation

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: Wallace L. Walcher  
Name: Wallace L. Walcher  
Title: Vice-President, Consistory

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA

On this, the 14 day of August, 2018

Before me, Alison Steele  
(Printed name of Officer/Notary Public)

the undersigned a/an Notary, personally appeared  
(Notary Public/Officer)

Wallace L. Walcher, as the Vice-President of the Consistory of Grantor,  
known (or satisfactorily proven) to me to be the person(s) whose name(s)

is subscribed to the within instrument and acknowledged to me that he  
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Alison Steele  
(Signature of Officer/Notary Public)

This Instrument Prepared By:  
James R. McIlwain  
5321 Corporate Blvd  
Baton Rouge, LA 70808



EXHIBIT "A"

**SIGN EASEMENT LEGAL DESCRIPTION**

A tract of land lying in the Southwest Quarter (SW/4) of Section TWENTY-FOUR (24), Township THIRTEEN (13) North, Range FOUR (4) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at northwest corner of said Southwest Quarter (SW/4);

THENCE South 00°17'14" East, along the west line of said Southwest Quarter (SW/4) and the west line of that tract of land ("Church Tract") as described in WARRANTY DEED recorded in Book 5104, Page 788, a distance of 380.00 feet to the southwest corner of a tract of land ("HOH Tract") described in WARRANTY DEED recorded in Book 12552, Page 42;

THENCE North 89°42'48" East, along the south line of said "HOH Tract", a distance of 244.60 feet to the POINT OF BEGINNING;

THENCE continuing North 89°42'48" East, along said south line, a distance of 80.00 feet to a point on the west line of that easement ("ONG Easement") as described in RIGHT OF WAY AGREEMENT recorded in Book 5483, Page 682, said point also being on a curve;

THENCE Southeastly along the west line of said "ONG Easement" and along a non-tangent curve to the left having a radius of 10,902.08 feet (said curve subtended by a chord which bears South 17°31'00" East a distance of 62.35 feet) for an arc distance of 62.35 feet;

THENCE South 89°42'48" West a distance of 95.51 feet;

THENCE North 00°17'14" West a distance of 80.00 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 4,387 square feet or 0.1007 acres, more or less.

**EXHIBIT "B"**

**The Property**

A part of the Southwest Quarter (SW/4) of Section TWENTY-FOUR (24), Township THIRTEEN (13) North, Range FOUR (4) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

BEGINNING at the northwest corner of the Southwest Quarter (SW/4) of said Section 24;

THENCE North 88°37'24" East, along the north line of said Southwest Quarter (SW/4), a distance of 225.52 feet to a point on a curve;

THENCE Southeasterly on a curve to the left having a radius of 10,892.958 feet, a tangent bearing South 15°21'02" East an arc distance of 1023.10 feet;

THENCE South 83°07'01" West a distance of 600.98 feet to a point on the west line of the Southwest Quarter (SW/4) of said Section 24;

THENCE North 00°17'14" West, along the west line of the Southwest Quarter (SW/4) of said Section 24, a distance of 1242.75 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT THE PROPERTY DESCRIBED AS FOLLOWS:**

A tract of land being a part of the Southwest Quarter (SW/4) of Section TWENTY-FOUR (24), Township THIRTEEN (13) North, Range FOUR (4) West of the Indian Meridian, Oklahoma County, Oklahoma, and being a portion of a tract of land as described in Book 5104, Page 788, being more particularly described as follows:

BEGINNING at the northwest corner of said Southwest Quarter (SW/4), said point being the POINT OF BEGINNING;

THENCE North 89°23'67" East, along and with the north line of said Southwest Quarter (SW/4) and the north line of said tract of land described in Book 5104, Page 788, a distance of 225.52 feet to the northeast corner of said tract of land as described in Book 5104, Page 788, said point being on the west right-of-way line of Lake Hefner Parkway;

THENCE along and with the east line of said tract of land as described in Book 5104, Page 788 and the West right-of-way line of Lake Hefner Parkway on a non-tangent curve to the left, having a radius of 10,892.958 feet, a chord bearing of South 10°36'67" East, a chord length of 396.69 feet and an arc length of 385.81 feet;

THENCE South 89°26'19" West, departing said line, a distance of 335.34 feet to a point on the west line of said Southwest Quarter (SW/4) and the west line of said tract of land as described in Book 5104, Page 788;

THENCE North 00°30'41" West, along and with the west line of said Southwest Quarter (SW/4) and the west line of said tract of land as described in Book 5104, Page 788, a distance of 360.00 feet to the POINT OF BEGINNING.

Said described tract of land contains a gross area of 329,184 square feet or 7.5370 acres and a net area (less three rights of way) of 286,672 square feet or 6.5811 acres, more or less.



EXHIBIT "B" Continued

Visibility Easement

**SIGN VISIBILITY EASEMENT LEGAL DESCRIPTION**

A tract of land lying in the Southwest Quarter (SW/4) of Section TWENTY-FOUR (24), Township THIRTEEN (13) North, Range FOUR (4) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at northwest corner of said Southwest Quarter (SW/4);

THENCE South  $00^{\circ}17'14''$  East, along the west line of said Southwest Quarter (SW/4) and the west line of that tract of land ("Church Tract") as described in WARRANTY DEED recorded in Book 5104, Page 788, a distance of 380.00 feet to the southwest corner of a tract of land ("HOH Tract") described in WARRANTY DEED recorded in Book 12552, Page 42;

THENCE North  $89^{\circ}42'46''$  East, along the south line of said "HOH Tract", a distance of 244.60 feet;

THENCE South  $00^{\circ}17'14''$  East a distance of 80.00 feet to the POINT OF BEGINNING;

THENCE North  $89^{\circ}42'46''$  East a distance of 108.98 feet to a point on the east line of said "Church Tract" and a point on a curve;

THENCE Southeasterly along the east line of said "Church Tract" and along a non-tangent curve to the left having a radius of 10,892.98 feet (said curve subtended by a chord which bears South  $18^{\circ}15'22''$  East a distance of 222.65 feet) for an arc distance of 222.56 feet;

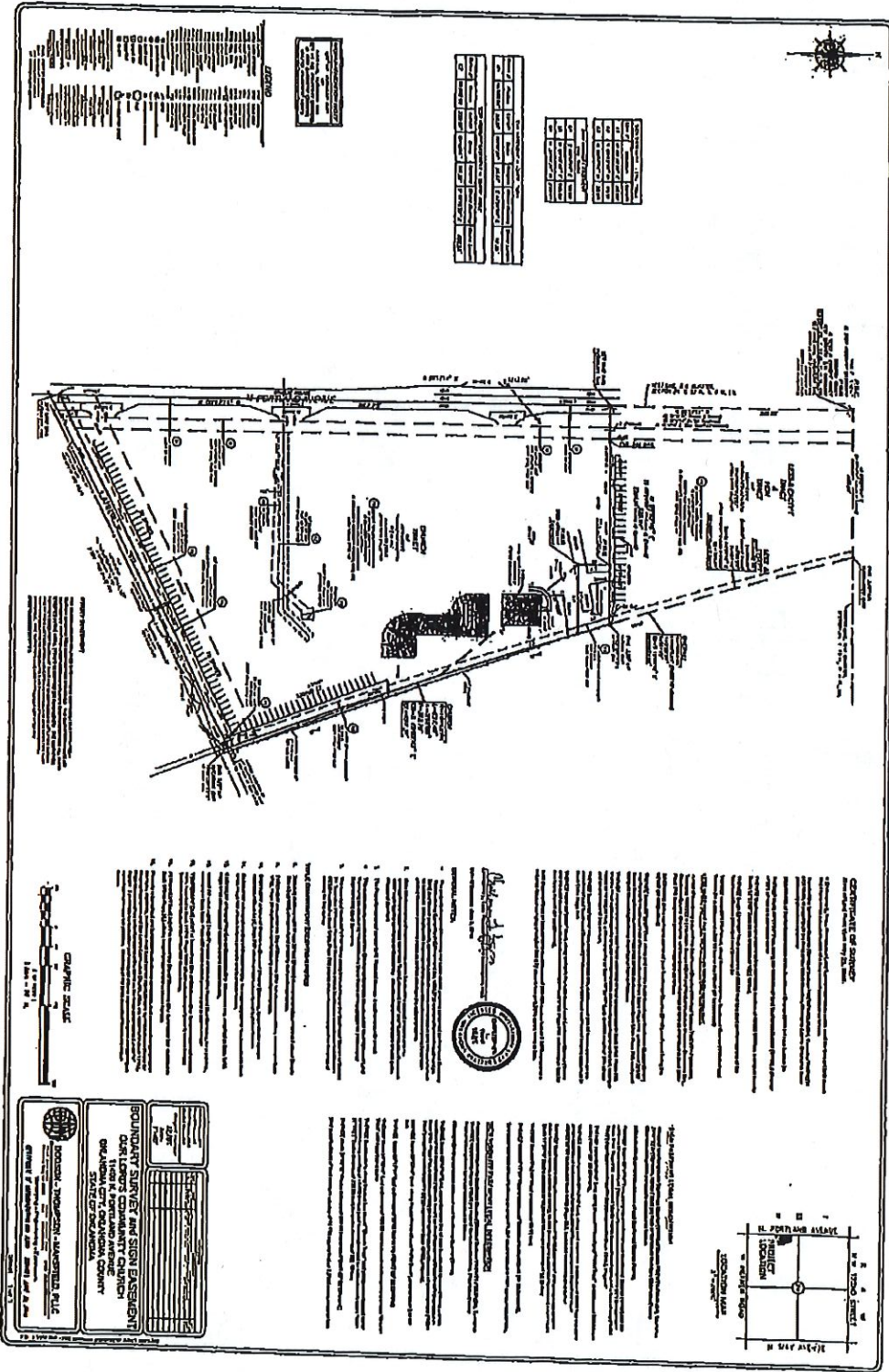
THENCE North  $39^{\circ}48'30''$  West a distance of 274.44 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 11,134 square feet or 0.2558 acres, more or less.

EXHIBIT "B" Continued

The Survey

Attached on Following Page



NO.	DESCRIPTION	BEARING	DISTANCE
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
10	...	...	...

ALL RIGHTS RESERVED  
 THIS SURVEY IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

**STATEMENT OF SURVEYOR**  
 I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Surveyor in the State of Oklahoma, and that I am the author of the foregoing plat, and that the same is a true and correct copy of the original as the same appears in my files.

\_\_\_\_\_  
 [Signature]

\_\_\_\_\_  
 [Signature]



**BOUNDARY SURVEY AND SIGN EASEMENT**  
 OUR LORDS COMMANDMENT CHURCH  
 OKLAHOMA CITY, OKLAHOMA COUNTY  
 STATE OF OKLAHOMA

BONNIE J. THOMPSON, JAMES R. RILEY  
 GENERAL SURVEYORS  
 1000 N. W. 10th St., Oklahoma City, Oklahoma 73107



