

## Settlement Agreement and Stipulation for Dismissal

This Settlement Agreement and Stipulation for Dismissal ("Agreement") is entered into this 30<sup>th</sup> day of January, 2013, by and between plaintiffs, The Lamar Company, LLC, d/b/a Lamar Outdoor Advertising of Janesville, and Lamar Central Outdoor, LLC (collectively, "Lamar") and defendant, the City of Madison, Wisconsin ("City").

### RECITATIONS

1. Lamar and the City are adverse parties in a number of tax cases in Dane County Circuit Court. These include the following cases: No. 2011-CV-2201, No. 2010-CV-2615, No. 2009-CV-2695, No. 2008-CV-2390, No. 2007-CV-0928, and No. 2005-CV-0794. The parties agree that this Settlement Agreement and Stipulation of Dismissal may be filed in each of the above cases.

2. Lamar owns a billboard and an easement located at the Don Miller site in the 800 block of East Washington Avenue in the City. The City desires to have this billboard removed and the easement vacated. Lamar desires to retain the billboard. Lamar and the City anticipate that issues surrounding the future of this billboard may result in future litigation between the parties, absent this Agreement. For purposes of this recitation and for paragraph 5 of this Agreement, "Lamar" includes TLC Properties, Inc., a corporation controlled by Lamar.

3. Lamar and the City desire to end the existing litigation between them and to avoid future litigation over the billboard at the Don Miller site, and are therefore entering into this Agreement.

### AGREEMENT

1. The above Recitations are incorporated as part of this Agreement.

2. The parties hereto, by their respective attorneys, hereby stipulate and agree that the causes of action in Dane County Cases No. 2011-CV-2201, No. 2010-CV-2615, No. 2009-CV-2695, No. 2008-CV-2390, No. 2007-CV-0928 and No. 2005-CV-0794, have been compromised and settled, and that the actions therein may be dismissed on the merits and with prejudice, without costs and without further notice to either party, following approval of this Agreement by the Madison Common Council and the lawful adoption of any ordinance necessary to implement this Agreement. Upon such action by the Common Council, the parties will enter into a Stipulation and Order of Dismissal in the form attached hereto as Exhibit A, which will be filed with the respective courts for approval.

3. This Agreement is entered into by the attorneys for Lamar and the City. Lamar represents that its attorney has full authority to bind it to this Agreement. In addition, this agreement is also entered into by Brad Yarmark, Vice President and General Manager for Lamar, on behalf of Lamar. The entry into this Agreement by the City Attorney for the City of Madison is conditioned upon the Common Council of the City authorizing this Agreement and the lawful adoption by the Madison Common Council of any ordinance necessary to implement this Agreement. If the Common Council fails to authorize this Agreement or to adopt the ordinance(s) necessary to implement this Agreement within ninety (90) days of the date of this Agreement, either party may declare the Agreement null and void and the Agreement shall have no effect for evidentiary or any other purposes. In such event, the prior agreement between the parties dated August 29, 2011 will be submitted to the Common Council for approval at the next regular meeting of the Council. Upon timely, lawful adoption of the necessary ordinance by the Madison Common Council, a further short stipulation of the parties shall be executed by attorneys for the parties and filed with the Court (Exhibit A to this Agreement), such that an Order of Dismissal with prejudice and without further costs to either party may be signed and entered without further notice. If this Agreement is approved by the Madison Common Council, the prior agreement between the parties dated August 29, 2011, is null and void.

4. This Agreement and settlement is the compromise of disputed claims, and the settlement is not to be construed as an admission of liability on the part of the City or its agents.

5. Upon timely, lawful adoption of the necessary ordinance(s) to implement this Agreement, Lamar agrees that, upon thirty (30) days written notice from the City, it will remove or cause the removal of all of the above-ground structural components of the billboard sign structure located at the Don Miller site on 854 East Washington Avenue, and will execute or cause the execution of a release, assignment, vacation of, or quit claim deed to the City of the easement set forth in the Assignment and Assumption Agreement recorded with Dane County Register of deeds as Document No. 4234079 (in a form approved by the City); provided, however, that the City shall not give such notice until it has reached a final agreement for the commencement of construction (including any contract for site remediation) at the site, and such construction or remediation is expected to begin within sixty (60) days of the City giving notice to Lamar. For purposes of this paragraph, (a) an agreement is considered final if it is in a form to be presented to the Madison Common Council for approval, even if not yet approved, and (b) "Lamar" includes TLC Properties, Inc.

6. In consideration for the actions to be taken by Lamar under this Agreement, the City agrees that, notwithstanding the provisions of Chapter 31 of the Madison General Ordinances (MGO), Lamar may apply for and the City will:

(a) issue three (3) new permits for signs up to a maximum of six (6) new faces or panels, to be either 14 x 48 feet or 12 x 50 feet, and

(b) issue a revised permit allowing Lamar to place an additional face on its existing signs on US Highway 14 south of the Beltline, located at 2801 Syene Road (parcel Number 070935400998), and

(c) enter into a 10 year lease on the I-90 parcel (7013 Manufacturers Drive, Parcel no. 081009304081) where Lamar currently has a small 150 square foot sign on land owned by the City; the lease to commence upon approval of this Agreement by the Madison Common Council, to provide for payment of \$500 per year and other terms to remain in effect, provided that the City may cancel the lease upon 90 days written notice to Lamar if the parcel were to be sold, unless the purchaser agreed to keep the sign. The City would not prohibit or discourage the purchaser from so agreeing with Lamar, and

(d) issue any required permits for and allow Lamar to trim/remove a small amount of vegetation on city-owned parcel at the northwest corner of Beltline and John Nolen Drive near Rimrock Road (Parcel No. 070936200991) that blocks the approach of Lamar's existing billboard at Beltline east of John Nolen Drive. Lamar must get permission from the City for the exact trees to be trimmed or removed, and must meet all other city requirements (insurance, clean-up, etc). This will be a one-time right to trim or remove the designated trees. Lamar has the obligation to obtain access to the City's property.

(e) issue a revised permit allowing Lamar to downsize the faces on its existing sign on US Highway 51 north of Buckeye Road from 14 x 48 feet to 12 x 50 feet, provided that Lamar must exercise this right within 1 year of the approval of this Agreement by the Madison Common Council.

7. These permits as authorized in paragraph 6 shall be subject to any limitations, including siting, in the Madison General Ordinances (MGO), including but not limited to chapters 28, 31, and 33, and that no billboards or signs are to be constructed in the geographic limits of historic districts, urban design districts and the no advertising graphic district. The City may not make modifications to those districts that eliminate the ability of Lamar to construct billboards with the three new permits to be granted pursuant to this Agreement. Such billboards may be located in CC-T, CC, TE, SE, IL and IG districts, as those districts may be modified or renamed in the future, provided that the City may not make modifications to those districts that eliminates the ability of Lamar to construct billboards employing any of the new permits to be granted pursuant to this Agreement. Once the new, replacement or revised signs are constructed pursuant to this Agreement, such signs shall be legally nonconforming, shall be treated in the same manner as any other existing nonconforming advertising street graphics, and shall be subject to all City of Madison ordinances in effect

and as amended from time to time. These provisions shall be adopted by special City of Madison ordinance. Except as set forth in Paragraph 6(e) hereof, the permits issued under Paragraph 6 have no expiration date.

8. Subject to the permits to be issued under this Agreement, Lamar agrees that it shall obtain and maintain a permit for each and every advertising sign constructed hereunder and that such signs shall comply with all of the City's ordinances currently in effect. This Agreement does not entitle Lamar to site or construct any replacement or new advertising signs without permits. Nor does this Agreement in any way otherwise affect or limit the City's authority to enforce and prosecute Lamar for violations of current or future advertising sign provision of general applicability.

9. Upon approval of this Agreement and the related ordinance by the Madison Common Council, the stipulation between Lamar and the City in Dane County Case No. 2009-CV-2695, related to proceedings before the Board of Review, is terminated.

10. This Agreement and settlement does not in any way affect the City's authority to enact other ordinances of general applicability which may affect existing advertising signs, including the signs referenced in this Agreement, and any such legislation shall not be considered a violation of this Agreement.

11. Lamar further agrees that:

(a) it will not challenge its 2013 personal property tax assessment from the City as long as the assessment does not change from the 2012 notice previously issued to Lamar by the City, and

(b) that none of the signs covered by this Agreement shall be digital or electronic unless future ordinances in the City of Madison would allow for the use of this technology on off premise signs.

12. This Settlement Agreement shall not be admissible in any proceeding regarding the assessment of Lamar' property, nor shall it be relied upon by the City of Madison Assessor in making such assessments.

13. This Agreement is binding on all successors and assigns.

14. Unless expressly released or waived herein, all rights, remedies claims, positions and defenses each party has or may have are expressly preserved, including the right to seek enforcement of this agreement should it be breached or its purposes frustrated.

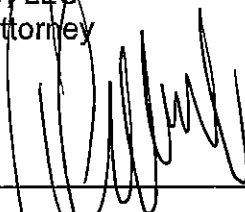
15. This Agreement is governed by the laws of the State of Wisconsin.

16. Each party to this Agreement has been represented by their own counsel and has relied on their own judgment and that of their counsel in executing this Agreement, and did not rely on representation of the other party.

17. This is the entire Agreement of the parties and supersedes all prior or contemporaneous oral or written communications. The Agreement may only be amended by a further written agreement. Upon timely, lawful adoption of any necessary City ordinance to implement this Agreement, any prior settlement agreements related to the lawsuits at issue are null and void and shall not be admissible in any proceedings.

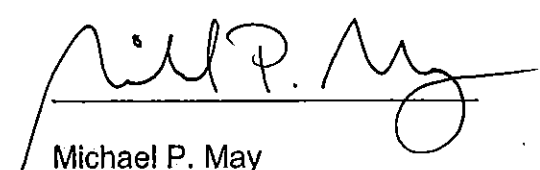
18. This Agreement may be signed in counterparts and separate signatures shall be taken together as a whole to comprise a single document. Signatures may be provided by facsimile and shall be as valid as an original. Copies of this Agreement shall be as valid as an original.

The Lamar Company, LLC,  
d/b/a Lamar Outdoor Advertising  
of Janesville, and Lamar Central  
Outdoor, LLC  
By Its Attorney



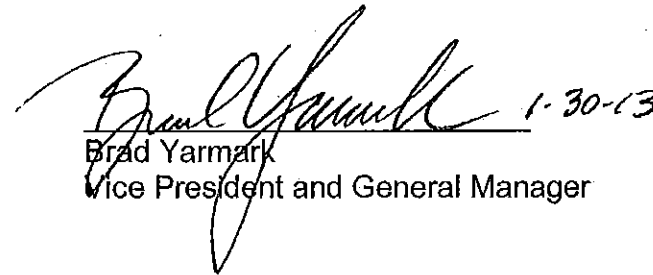
Thomas S. Hornig  
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State Bar No. 1014968

The City of Madison  
By Its Attorney



Michael P. May  
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The Lamar Company, LLC,  
d/b/a Lamar Outdoor Advertising  
of Janesville, and Lamar Central  
Outdoor, LLC By



1-30-13

Brad Yarmark  
Vice President and General Manager

**EXHIBIT A TO SETTLEMENT AGREEMENT AND STIPULATION OF  
DISMISSAL BETWEEN CITY OF MADISON AND LAMAR OUTDOOR  
ADVERTISING OF JANESVILLE, INC.**

[Captioned in pending Court Cases]

STIPULATION

Plaintiff, Lamar Outdoor Advertising, LLC, by its attorneys, Thomas S. Hornig and von Briesen & Roper, S.C., and the City of Madison, by City Attorney Michael P. May, hereby stipulate and agree that this matter may be dismissed, on the merits and with prejudice, without costs or further notice to either party, and that the Court may enter the following order.

The Lamar Company, LLC,  
d/b/a Lamar Outdoor Advertising  
of Janesville, and Lamar Central  
Outdoor, LLC  
By Its Attorney

The City of Madison  
By Its Attorney

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Thomas S. Hornig  
von Briesen & Roper, S.C.  
Three S. Pinckney St., Suite 1000  
Madison, WI 53703  
State Bar No. 1014968

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Michael P. May  
City Attorney  
210 Martin Luther King Jr. Blvd.  
Room 401  
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ORDER

Pursuant to the above stipulation, this matter is dismissed, on the merits and with prejudice and without costs to either party. This is a final order for purposes of appeal.

BY THE COURT:

The Honorable \_\_\_\_\_