

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (the “Agreement”), dated for identification purposes as of November __, 2017 is made by and between the CITY OF RENO, a municipal corporation (“City”), SCENIC NEVADA, INC, a 501(c)(3) nonprofit organization (“Scenic Nevada”), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company (“Lamar”) (individually, “Party”; collectively, the “Parties”).

RECITALS:

A. **WHEREAS**, on February 17, 2017, Scenic Nevada filed a *Petition for Writ of Mandate* against the City in that certain case entitled *Scenic Nevada, Inc. v. City of Reno, Reno City Council*, Case No. CV17-00361, Second Judicial District Court of the State of Nevada (the “Litigation”); and,

B. **WHEREAS**, on March 6, 2017, Lamar filed a *Complaint for Damages; Petition for Judicial Review; Request for Declaratory and Injunctive Relief* against the City in that certain case entitled *Lamar Central Outdoor, LLC. v. City of Reno, Reno City Council*, Case No. CV17-00474, Second Judicial District Court of the State of Nevada; and,

C. **WHEREAS**, on March 31, 2017, Lamar filed a *Motion to Intervene* and a *Motion to Consolidate* in Case No. CV17-00361; and,

D. **WHEREAS**, on July 10, 2017, the Court granted Lamar’s *Motion for Preliminary Injunction* in Case No. CV17-00474; and,

E. **WHEREAS**, on July 24, 2017, the Court granted Lamar’s *Motion to Intervene* and *Motion to Consolidate* Case No. CV17-00474 with Case No. CV17-00361; and,

F. **WHEREAS**, on August 2, 2017, the Court granted Scenic Nevada’s *Petition for Writ of Mandate*; and,

G. **WHEREAS**, on August 9, 2017, the City filed a *Notice of Appeal* in consolidated Case No. CV17-00361 appealing the *Order After Hearing granting Lamar’s Motion for Preliminary Injunction* filed on July 10, 2017; and,

H. **WHEREAS**, on August 24, 2017, Lamar filed a *Notice of Appeal* in Case No. CV17-00361 appealing the *Order Granting Scenic Nevada’s Petition for Writ of Mandate* entered on August 2, 2017; and,

I. **WHEREAS**, on August 29, 2017, the City filed a *Notice of Appeal* in Case No. CV17-00361 appealing the *Order Granting Scenic Nevada’s Petition for Writ of Mandate* entered on August 2, 2017; and,

J. **WHEREAS**, Lamar has additional claims for monetary damages and regulatory taking arising from action taken by the Reno City Council, as a result of its adoption of a Moratorium Resolution on February 8, 2017, which remain pending and are scheduled for trial in Case No. CV17-00361; and,

K. **WHEREAS**, the Nevada Supreme Court assigned the appeals to the NRAP 16 Settlement Program; and,

L. **WHEREAS**, on October 10, 2017, Lamar filed a *Complaint for Damages; Petition for Judicial Review; Request for Declaratory and Injunctive Relief* against the City in that certain case entitled *Lamar Central Outdoor, LLC. v. City of Reno, Reno City Council*, Case No. CV17-01876, Second Judicial District Court of the State of Nevada, wherein Lamar's claims are based upon the recent repeal of the Digital Billboard Ordinance; and,

M. **WHEREAS**, by entering this Agreement, the Parties desire to mutually settle all adjudicated and remaining claims in the litigation.

NOW, THEREFORE, in consideration of the mutual obligations set out herein below, the Parties agree as follows:

1. **Dismissal of Litigation.** Upon the Parties' execution of this Agreement, the Parties hereby authorize and direct their attorneys to dismiss with prejudice all current and pending lawsuits: (i) *Scenic Nevada, Inc. v. City of Reno, Reno City Council*, Case No. CV17-00361; (ii) consolidated case *Lamar Central Outdoor, LLC. v. City of Reno, Reno City Council*, Case No. CV17-00474; (iii) *Lamar Central Outdoor, LLC. v. City of Reno, Reno City Council*, Case No. CV17-01876; and, (iv) all related appeals (collectively, the "Dismissed Litigation").

2. **Release.** In consideration of the dismissal of litigation, the Parties, on behalf of themselves, their affiliates, subsidiaries, officers, directors, related persons, heirs, successors-in-interest, and/or entities, do hereby mutually release and forever discharge one another as to any and all claims, demands, liens, assignments, contracts, covenants, actions, suits, causes of action, costs, expenses, attorneys' fees, damages, losses, claims, controversies, judgments, orders, and liabilities of whatsoever kind and nature, at equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden in the pending litigation and with regard to the claims in the Dismissed Litigation, which have existed or may have existed, or which hereafter can, shall, or may exist. The Parties agree and stipulate that this settlement was arrived at in good faith within the meaning of NRS 17.245.

3. **Compromise.** It is understood and agreed that this Agreement to settle is the compromise of disputed claims, and this Agreement may not be construed as an admission of liability on the part of the Party or Parties hereby released. This Agreement shall not be admissible in any other case for any purpose, except for a case concerning the enforcement of this Agreement.

4. **Joint Construction.** The Parties acknowledge that they have fully read the contents of this Agreement, that they have had the advice of counsel of their choice in executing it, that they have a full and complete understanding of its provisions, and that they are in full agreement with each and every one of the terms, conditions, and provisions of this Agreement. As such, the Parties agree to waive any and all rights to apply the rule of construction that any ambiguities are to be resolved against the drafter. Accordingly, the Parties agree that ambiguities, if any, are to be resolved in a manner appropriate for a document that has been drafted by all Parties thereto.

5. **Sign Permits.** The City Council hereby directs staff to re-affirm and re-issue sign permits for all permanent off-premises advertising displays that were removed and re-established or relocated pursuant to Ordinance Nos. 5295 (Conforming Ordinance) and 5461 (Banking Ordinance).

6. **Banked Receipts.** The City Council hereby directs staff to re-affirm and re-issue all unredeemed, unexpired banked receipts based on the most current City of Reno Off-Premise

Advertising Inventory dated June 20, 2017, attached hereto as Exhibit 1, as well as the banked receipt issued by the City on August 8, 2017, and lodged with the Second Judicial District Court. Holders of banked receipts can rely on, and present to the City in satisfaction of RMC 18.16.908(c)(1), Exhibit 1, which shall be maintained and updated by the City as banked receipts expire and/or are redeemed. Reissued banked receipts will expire based on their original date of issuance with an additional twenty-nine (29) days added to the end of each stated expiration date of each banked receipt per Resolution No. 8293 adopted February 8, 2017, which was later repealed on September 13, 2017. Therefore, for example, a banked receipt originally issued on April 1, 2005, and set to expire on April 1, 2020, when reissued, will expire on April 30, 2020.

7. **Banked Receipt Nos. D-79 (CC-122), D-148, and D-149.** Lamar agrees that Banked Receipt Nos. D-79 (CC-122), D-148, and D-149 must be redeemed before the City is obligated to honor any other banked receipts owned, controlled, or subsequently acquired by Lamar.

8. **Vacation of Litigation Stay.** In light of the re-issuance of sign permits and banked receipts, the Parties agree that the validity of banked receipts issued prior to October 24, 2012, is resolved for purposes of R.M.C. § 18.16.908(e) (Litigation stay).

9. **Miscellaneous.**

(a) The Parties hereby agree that each will be responsible for their own attorneys' fees, expenses and costs incurred to date.

(b) This Agreement constitutes the final and entire agreement among the Parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written. No supplement, modification or amendment of this Agreement shall be binding upon the Parties unless the same shall be in writing and executed by all Parties.

(c) Each of the Parties agrees to execute and provide, at the reasonable request of any other party, any and all such other documents or written instruments as may be reasonably necessary to effectuate this Agreement.

(d) Each Party represents and warrants that it has the requisite capacity and authority to make this Agreement.

(e) The provisions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any Third Party (including any third party beneficiary rights).

(f) This Agreement shall be construed in accordance with the laws of the State of Nevada, and the Parties agree that a competent court in Washoe County, Nevada, shall be the venue of any lawsuit which may be filed with respect to this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, each of the Parties have executed this Agreement as of the date first set forth below.

CITY OF RENO

SCENIC NEVADA, INC.

By: _____
Hillary L. Schieve, Mayor

By: _____

ATTEST:

LAMAR CENTRAL OUTDOOR, LLC.

By: _____
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

EXHIBIT 1:

City of Reno Off-Premise Advertising Inventory

June 20, 2017