



City of Enid
401 W. Owen K. Garriott Road
Enid, Oklahoma 73701
580-234-0400

BOARD OF COMMISSIONERS

NOTICE OF SPECIAL MEETING

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, will meet in special session at 12 p.m. on the 21st day of June, 2019, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS SPECIAL MEETING

1. CALL TO ORDER/ROLL CALL.
2. APPROVE THE SECOND AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ANCHORED CAPITAL 3 INVESTMENTS, LLC, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT AND ALL PAPERWORK RELATED TO THE SALE.
3. APPROVE THE EARLY TERMINATION OF THE BILLBOARD LEASE WITH FAIRWAY.
4. ADJOURN.

City Commission Special Meeting

2.

Meeting Date: 06/21/2019

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

APPROVE THE SECOND AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ANCHORED CAPITAL 3 INVESTMENTS, LLC, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT AND ALL PAPERWORK RELATED TO THE SALE.

BACKGROUND:

The closing of this transaction is to take place no later than June 25, 2019. During the due diligence period under the agreement, Anchored 3 found asbestos in certain buildings and the City is responsible for the cost of remediation. This second amendment to the Purchase and Sales Agreement reduces the purchase price by \$195,000.00, due to this unexpected remediation. The negotiations for the removal of the existing billboard contemplated in the original agreement have been completed and Anchored 3 will reimburse the City for the cost of terminating the billboard lease early to allow for redevelopment of the property, in the amount of \$135,000.00.

RECOMMENDATION:

Approve.

PRESENTER:

Carol Lahman, City Attorney.

City Commission Special Meeting

3.

Meeting Date: 06/21/2019

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

APPROVE THE EARLY TERMINATION OF THE BILLBOARD LEASE WITH FAIRWAY.

BACKGROUND:

The City has negotiated an early termination of the Billboard Lease for the billboard located at the southeast corner of Garriott and Cleveland because the property is to be redeveloped prior to the termination of the Billboard Lease in 2022. Fairway has agreed to the early termination upon the payment of \$135,000.00, and the City will have the existing billboard and its base removed from its location within Lahoma Courts Subdivision at no cost to Fairway.

RECOMMENDATION:

Approve.

PRESENTER:

Carol Lahman, City Attorney.

Attachments

Agreement

EARLY TERMINATION OF BILLBOARD LEASE AND UPGRADE AGREEMENT

This agreement is made between and among the City of Enid, Oklahoma, an Oklahoma Municipal Corporation (“City”) and Fairway Outdoor Advertising (“Fairway”).

RECITALS

WHEREAS, the City of Enid purchased property in Lahoma Courts that was encumbered with an extended Billboard Lease with Fairway;

WHEREAS, the City of Enid wants to market and develop the property prior to the termination of the Billboard Lease in 2022; and,

WHEREAS, Fairway is willing to terminate the lease immediately consistent with this agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the mutual benefits, which will accrue the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. The parties adopt the recitals as a material part of this Agreement.
2. Fairway affirmatively warrants that it owns all interest in the billboard lease and that there are no claims or liens against the interest. Fairway terminates, releases and abandons all interest in, to and under the Billboard Lease effective upon the payment to Fairway of One Hundred and Thirty-Five Thousand Dollars (\$135,000.00) (the “Payment”).
3. The City agrees to have the existing billboard and its base removed from its location within Lahoma Courts Subdivision at no cost to Fairway.
4. Fairway may convert an existing billboard in Enid to a digital format consistent with the City’s Municipal Code.
5. Interpretation and Choice of Law. This agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield.
6. Counterparts. This agreement may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however,

this agreement shall not be binding upon the parties hereto until signed by both parties.

7. Severability. In the event that any term or provision of this agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.
8. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of the transfer of the Property, the assignee shall be entitled to succeed to the full rights and benefits, as well as obligations, of this agreement.
9. Governmental Tort Claims Act. By entering into this agreement, City, and "employees" of the City, as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

IN WITNESS WHEREOF the parties have executed this instrument effective the day and year last written below.

Date: _____

"CITY"
The City of Enid,
An Oklahoma Municipal Corporation

George C. Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

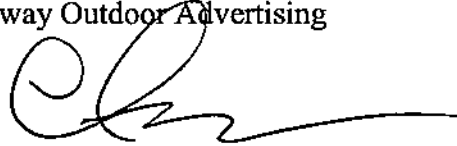
Approved as to Form and Legality:

Carol Lahman, City Attorney

SEPARATE SIGNATURE PAGE OF FAIRWAY OUTDOOR ADVERTISING, LLC

Date: 6-20-19

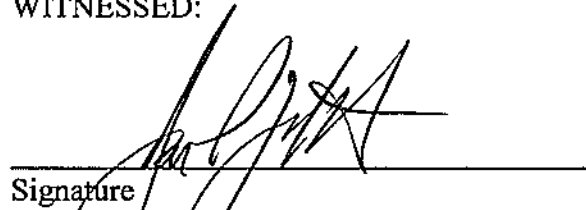
"Fairway"
Fairway Outdoor Advertising



Signature

CHRIS DAUGHMAN GEN. MGR.
Printed Name and Title

WITNESSED:



Signature

Ryan P. Zolovick Real Estate Mgr.
Printed Name and Title

EXHIBIT "A"

SURFACE ESTATE ONLY: Lots Four (4) and Five (5), Block One (1), Lahoma Addition to the City of Enid, Garfield County, Oklahoma, according to the recorded plat thereof, EXCEPT the North Seven (7) feet thereof AND ALSO EXCEPT a strip, piece or parcel of land lying in Lot Five (5), Block One, Lahoma Addition to the City of Enid, Garfield County, Oklahoma. Said parcel of land being described by metes and bounds as follows: Beginning at the Northwest Corner of said Lot 5, thence East along the North line of said Lot 5 a distance of 25.00 feet, thence South 45 degrees 23 minutes 46 seconds W a distance of 35.36 feet to a point on the West lot line of said Lot 5, thence North along said lot line a distance of 25.00 feet to point of beginning, containing 0.01 acres, more or less.

RELEASE

In consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **FAIRWAY OUTDOOR ADVERTISING** _____ a Delaware Corporation having a notice address of 2931 Texoma Dr, Denison, Tx, ("**Grantor**") does as follows:

1. Grantor, for itself and its successors and assigns, represents, warrants and covenants with The City of Enid, (Beneficiary) with a notice address of 401 W. Owen Garriott Avenue Enid, Oklahoma 73703, and its successors and assigns, that (i) Grantor is lawfully seized of a leasehold interest in the real property having the address of 2325 West Owen K. Garriott Road, Enid, Garfield County, Oklahoma more particularly described at Exhibit "A" hereto (the "**Land**"), as set forth in that certain lease made by Mid-West Oil in favor of Lindmark Outdoor Advertising dated May 1, 2002, which was the subject of the Memorandum of Land Lease recorded on October 10, 2002 in Book 1609, Page 994 of the real estate records of Garfield County, Oklahoma (the "**Land Records**") which was the subject of that certain Assignment and Assumption of Lease in favor of Lindmark Acquisition, LLC, a Delaware limited liability company recorded on June 24, 2009, in Book 1949, Page 179 of the Land Records (the "**Lease**"); (ii) Grantor has no interest in the Land except as lessee under the Lease, (iii) Grantor's leasehold interest in the Land under the Lease is free and clear from all liens, claims and encumbrances, including without limitation claims of any sub-lessee or sub-tenant or assignee, except for taxes due for the current and subsequent years and special assessments not yet due; and (iii) Grantor shall, and its successors and assigns shall, warrant and defend the same and foregoing to Beneficiary, and its successors and assigns, forever against the lawful claims of all persons.

2. Grantor fully, finally and forever releases all right, title and interest in and to the Land, including without limitation all rights under the Lease.

Dated 20th day of June, 2019.

FAIRWAY OUTDOOR ADVERTISING, L.L.C., a Delaware limited liability company

By: _____

Name: CHRIS DAUGHERMAN

Title: GENERAL MANAGER

("Grantor")

ACKNOWLEDGEMENT

STATE OF Texas)
) SS:
COUNTY OF Grayson)

This instrument was acknowledged before me on this 20th day of June 2019, by Chris Baughman, as General Manager of **FAIRWAY OUTDOOR ADVERTISING, L.L.C.** a Delaware limited liability company.

(SEAL)



[Signature]
Notary Public
State of Texas, County of Grayson
My Commission Expires: 6-2-21