

BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT

This Billboard Relocation and Reconstruction Agreement ("Agreement") is made this 23rd day of August, 2012, by and between the CITY OF ST. PETERSBURG (the "City"), a Florida municipal corporation, and CLEAR CHANNEL OUTDOOR, INC. ("CC Outdoor"), a Delaware corporation (hereinafter the "Parties").

WHEREAS, CC Outdoor is the owner of one hundred twenty-four (124) off-premise sign faces (collectively, the "Existing Signs") located within the municipal limits of the City; and

WHEREAS, the City's Land Development Regulations restrict the erection and maintenance of off-premise signs; and

WHEREAS, the Existing Signs owned by CC Outdoor were lawfully permitted and erected in conformity with the Land Development Regulations then in effect; and

WHEREAS, some or all of CC Outdoor's Existing Signs no longer conform to current standards for off-premise signs but are allowed to remain as non-conforming signs under the City's current Land Development Regulations; and

WHEREAS, pursuant to Section 70.20, Florida Statutes (2011), of the Bert J. Harris, Jr. Private Property Rights Protection Act, cities are encouraged to enter into relocation and reconstruction agreements with owners of lawfully erected off-premise signs; and

WHEREAS, pursuant to Section 70.20, Florida Statutes, and the City Code, the City and CC Outdoor propose to enter into this Relocation and Reconstruction Agreement providing for CC Outdoor's permanent removal of eighty three (83) Existing Signs as a condition to CC Outdoor reconstructing or replacing certain of CC Outdoor's remaining off-premise signs (collectively, the "Remaining Signs") with digital or electronic off-premise signs, with a maximum total of six (6) digital or electronic off-premise signs permitted; and

WHEREAS, any digital or electronic off-premise signs will be subject to the City's regulations for such signs; and

WHEREAS, the City finds that a permanent reduction in the number of off-premise signs located within the municipal limits of the City furthers the substantial public interests in public safety and beautification of the City's roadways, is in the best interest of the City and its citizens, and constitutes a public purpose;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree to the following provisions:

1. **Recitals.** The foregoing recitals are true and correct, express the intent of the Parties, and are incorporated herein as contractual terms. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.

2. **Removal of Existing Signs.** CC Outdoor is the owner of one hundred twenty-four (124) Existing Signs in the locations shown on composite Exhibit A, attached hereto and made a part hereof. Within six (6) months from the Effective Date (as defined in Paragraph 22 below), provided that this Agreement and the City Code provisions authorizing this Agreement remain in effect, CC Outdoor shall submit applications to obtain demolition permits for all eighty three (83) of the Existing Signs, more particularly shown on Exhibit B attached hereto and made a part hereof (collectively the "Eliminated Signs"), and shall, subject to receipt of any requisite permits, demolish the Eliminated Signs, demolish the sign structures of the Eliminated Signs, remove the visible foundations of the Eliminated Signs, and remove all debris from the properties upon which the Eliminated Signs are located and dispose of same in accordance with applicable regulations. There shall remain no visible structural evidence of the Eliminated Signs on the properties from which they are demolished and removed. Each sign face qualifies as an Existing Sign, so that the removal of a structure with two (2) sign faces that is constructed in a fixed, back-to-back, or "V" configuration qualifies as the removal of two (2) Existing Signs. However, all sign faces shall be removed from an existing structure and the structure and visible foundation demolished and removed in order for each removed face to qualify as an Eliminated Sign. CC Outdoor shall complete the demolition and removal of the two (2) Existing Signs, the sign structure, and visible sign foundation on the Manhattan Casino site within sixty (60) days of the date when the City provides written notification to CC Outdoor that demolition permits associated with this Agreement are available to be issued. CC Outdoor specifically agrees that it will not own, lease, maintain, operate, or replace, in its own name or through a third party or subsidiary, any off-premise signs, other than signs replaced or rebuilt as authorized under this Agreement, on the parcels from which conforming or non-conforming Existing Signs are removed.

3. **Replacement Signs.** Following the permanent removal of all of the Eliminated Signs, CC Outdoor will own, lease, operate, or maintain forty one (41) Remaining Signs within the City's municipal limits. Each remaining sign face qualifies as a Remaining Sign, so that two (2) sign faces that are constructed on a single structure in a fixed, back-to-back, or "V" configuration qualify as two (2) Remaining Signs. CC Outdoor shall have the right to replace six (6) of its Remaining Signs with digital or electronic off-premise signs, subject to the City's regulations for such signs. The locations of these six (6) digital or electronic off-premise signs (the "Replacement Signs") are shown in Exhibit C, which is attached hereto and made a part hereof. Each digital changeable face qualifies as a Replacement Sign under the terms of this Agreement. However, each advertising face within a digital changeable face shall not be counted as an additional Replacement Sign. Structures upon which Replacement Signs will be located may be constructed or reconstructed, as applicable, to support and allow the incorporation of the digital or electronic off-premise sign. Accordingly, upon CC Outdoor's replacement of the maximum number of Remaining Signs with digital or electronic off-premise signs, six (6) of CC Outdoor's forty one (41) Remaining Signs will be digital or electronic off-premise signs. Notwithstanding the foregoing, nothing herein shall restrict CC Outdoor from purchasing, leasing, or otherwise operating any legally permitted off-premise sign in the City.

A. **Permits and Construction.** CC Outdoor shall begin the demolition permit application process for the eighty three (83) Eliminated Signs within ninety (90) days of the Effective Date of this Agreement. CC Outdoor shall demolish, remove, and dispose of all eighty three (83) Eliminated Signs, including the sign structures and visible foundations, within six (6) months of the Effective Date of this Agreement. CC Outdoor shall be responsible for obtaining all required permits to construct, install, relocate, maintain, and/or operate the Replacement Signs, including all required permits from the Florida Department of Transportation. The City agrees to cooperate with CC Outdoor in the completion of forms required by the Florida Department of

Transportation as a part of the State permit process. CC Outdoor may apply for permits necessary for the construction, installation, relocation, maintenance, and/or operation of a Replacement Sign at any time; however, in no event shall the City issue a permit necessary for the construction, installation, relocation, maintenance, and/or operation of a Replacement Sign until CC Outdoor has demolished, removed, and disposed of all eighty three (83) of the Eliminated Signs and the sign structures and visible foundations for such Eliminated Signs. The City shall, upon CC Outdoor's request, review the permit application and confirm for CC Outdoor that all requirements for the issuance of the permit have been met other than the demolition, removal, and disposal of the Eliminated Signs, sign structures, and visible foundations. Subject to the City's confirmation of CC Outdoor's complete permit application, after CC Outdoor has demolished, removed, and disposed of the eighty three (83) Eliminated Signs and the sign structures and visible foundations for such Eliminated Signs, the City shall issue the permits necessary to install the six (6) Replacement Signs. The City shall approve valid permit applications for construction or reconstruction that are (a) complete, (b) demonstrate compliance with all applicable requirements, including demolition, removal, and disposal requirements, and (c) meet current wind load and building code requirements. The City shall issue a permit within thirty (30) days after CC Outdoor's submission of a valid permit application that meets the above-stated requirements. CC Outdoor shall have no obligation to construct Replacement Signs within any specified period of time.

B. **Description.** Except as otherwise stated in this Agreement, permit applications for any Replacement Signs and the Replacement Signs themselves shall meet all requirements, as they now exist or may hereafter be amended, at the time of permitting, of the City of St. Petersburg City Code, including the Land Development Regulations, and all applicable laws and regulations of the State of Florida, including but not limited to the Florida Statutes, the Florida Building Code, and all applicable regulations of the Florida Department of Transportation.

C. **Locations.** Replacement Signs shall be restricted to the locations shown in Exhibit C, which is attached hereto and made a part hereof. The City acknowledges and agrees that such locations meet all requirements of the City Code. If CC Outdoor desires to relocate any of such Replacement Signs to a location that meets all requirements of the City Code, the City agrees to reasonably consider a proposed amendment to this Agreement to reflect the proposed relocation site.

D. **Height.** The maximum height of any digital or electronic off-premise Replacement Sign shall be twenty-five feet (25') or the height of the Remaining Sign that is being replaced at that location, whichever is greater. Height shall be measured in accordance with the provisions of Section 16.40.120.15(I)(4) of the City Code.

E. **Agreement to Provide for Public Service Announcements.** CC Outdoor agrees to coordinate with local and state authorities to display, without charge and on an as-needed basis, when appropriate, regional emergency information important to the traveling public, including, but not limited to, Amber Alerts, Cop Killer Alerts, emergency management information, and alerts related to evacuation, tropical storms, and hurricanes. Regional emergency information shall be displayed in accordance with the established protocols of local and state authorities. Emergency communications should travel through established protocols set up by first responders.

F. **Agreement to Provide for City Messages.** CC Outdoor agrees to display advertising copy on the digital or electronic off-premise signs on behalf of the City of City-related public service announcements, welcome messages, and notices of community events ("City Messages"). Except as otherwise provided herein, the City will not be responsible for any charge or fee associated with advertising on the digital or electronic off-premise signs, other than any costs associated with providing CC Outdoor with artwork in acceptable format.

The City shall be entitled to utilize one "slot" in every rotation on each Replacement Sign during twelve (12) separate ten (10) day periods each calendar year to promote City-sponsored or co-sponsored civic events or to publicize City announcements. For the purposes of this Agreement, a "slot" shall be deemed to mean a segment of advertising time on a Replacement Sign, which shall be displayed in the same frequency, and for the same duration, as the paying advertisers then advertising on the Replacement Sign during each rotation, and each rotation shall be deemed to mean, collectively, the six (6) ten (10) second messages permitted to be displayed on the sign each minute. If the City does not utilize one of its ten (10) day advertising periods during a given calendar year, that unused advertising period shall be forfeited and may not be used in a subsequent calendar year. Likewise, if the City does not use a given ten (10) day advertising period in its entirety, the unused portion of any such advertising period shall be forfeited and may not be used later in that calendar year, in any subsequent calendar year, or otherwise combined with any other advertising period.

The City shall advise CC Outdoor in writing, no later than thirty (30) days prior to the commencement of a given calendar year (the "Reservation Date"), of the dates it intends to schedule each of its advertising periods during that calendar year. CC Outdoor will provide the City with a forty-five (45) day courtesy notice each year to advise the City of the approaching Reservation Date. Should the City need to reschedule one or more of its advertising periods after the Reservation Date due to the unanticipated cancellation or rescheduling of an event being advertised, CC Outdoor will use its best efforts to accommodate the City and reschedule the advertising period(s), provided that it has, or can reasonably create, availability without breaching or otherwise violating its contracts with its paying advertisers.

In addition to the twelve (12) annual ten (10) day reserved advertising periods described above, CC Outdoor will make one (1) "slot" available to the City for the first fourteen (14) days of operation of each Replacement Sign. In addition to the twelve (12) ten (10) day reserved advertising periods and the fourteen (14) day promotional periods described above, CC Outdoor will make one (1) "slot" available to the City for advertising City-related public service announcements, welcome messages, and notices of community events on a space-available basis when there is an unsold or unused "slot" on any Replacement Sign(s), but only for so long as said "slot" remains unsold or unused, and nothing contained herein shall be deemed to prevent or prohibit CC Outdoor from using such "slots" for promoting CC Outdoor's business, using such "slots" for promoting charitable enterprises, or actively seeking advertisers for unsold "slots" on any Replacement Sign(s), even though that may result in the shortening or elimination of advertising time that would otherwise be available to the City under this Agreement. The City shall be responsible for providing CC Outdoor with approved advertising copy for posting on the unsold or unused "slots." If the City should fail to timely provide CC Outdoor with approved advertising copy for the unsold or unused "slots," CC Outdoor shall be relieved of any obligation to post same. To facilitate the prompt posting of City messages when unsold or unused "slots" become available, and to avoid forfeiture by the City, the City may provide CC Outdoor with a

stock advertisement, which CC Outdoor will post when an unsold or unused "slot" becomes available. The City may replace the stock advertisement from time to time as necessary and shall be solely responsible for the production costs of any such advertising copy.

City Messages shall be subject to the following conditions and parameters:

1. All copy will be submitted to CC Outdoor at least five (5) days before the proposed display date and will be subject to CC Outdoor's standard advertising copy rejection and removal policies, which allow CC Outdoor the right, in CC Outdoor's sole discretion, to approve or disapprove copy and remove copy once posted or displayed.

2. It shall be the sole and exclusive responsibility of the City to provide advertising copy, in the format required of the commercial advertisers then using the Replacement Sign(s), to CC Outdoor for posting on the Replacement Signs, and the City shall be responsible for all design and production costs associated with same. CC Outdoor shall provide the City with the necessary technical information to allow the City to submit the advertising copy in the proper format, which technical information may be subject to change from time to time. CC Outdoor will timely advise the City of any such change in advertising format.

3. The City shall not charge for, or exchange goods or services for, any electronic or digital sign space on a CC Outdoor sign.

4. In a case where the City wants to utilize the space by granting it to a qualified non-profit charitable organization, the City or other entity must submit "camera ready art" utilizing formats and protocols acceptable to CC Outdoor from time to time or pay production costs.

In addition to the "slots" provided to the City for City Messages, as described within this Paragraph (3)(F), Clear Channel shall make available to non-profits or civic associations twelve (12) separate three (3) day periods each calendar year to promote events or announcements on the Replacement Signs. The participating non-profits and civic associations will not be responsible for any charge or fee associated with advertising on the digital or electronic off-premise signs, other than any costs associated with providing CC Outdoor with artwork in acceptable format. The City shall have no role in the agreements between CC Outdoor and non-profits or civic associations for such advertising and shall have no responsibility for the content of any messages posted by non-profits or civic associations during the twelve (12) separate three (3) day periods.

4. **Waiver and Release of Claims.** Provided that the City issues permits for the Replacement Signs as described herein and otherwise does not obstruct the construction or operation thereof, CC Outdoor waives and hereby releases the City from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal, and disposal of the Eliminated Signs as described by this Agreement. This waiver and release is intended by each Party to forego any and all claims which that Party may have as a result of any provision of Chapter 70, Florida Statutes, or the provisions of any other statute or common law.

5. **Indemnification and Hold Harmless Agreement.** CC Outdoor acknowledges that its execution of this Agreement is a voluntary act performed at its request and that the City has not offered any inducements and has not made any representations, promises, or threats to cause CC Outdoor to enter into this Agreement, except as expressly set forth herein. CC Outdoor shall indemnify and hold harmless the City from and against any claim, other than a claim contesting the validity of a City ordinance or a claim as a result of willful or grossly negligent acts of the City, its officers, employees, or agents, relating to the removal of the Eliminated Signs, including attorney's fees, at trial and on appeal, made by any lessee of advertising space on any of the Eliminated Signs, or by the owners of the properties upon which any of the Existing Signs are located. The City shall notify CC Outdoor of any legal action filed against the City within ten (10) days after receiving notice of same. CC Outdoor shall have the right to select counsel, but the City shall have the right to approve such counsel, which shall not unreasonably be withheld. If the City fails to timely notify CC Outdoor, fails to cooperate in the defense of the action, or fails to reasonably approve counsel selected by CC Outdoor, then CC Outdoor shall thereafter not be responsible for the City's defense or payment of any legal fees or costs associated with such action.

6. **No City Responsibility for the Replacement Signs.** CC Outdoor acknowledges and agrees that CC Outdoor shall be solely responsible for the design, construction, operation, and maintenance of the Replacement Signs and that the City shall have no responsibility for such design, construction, operation, or maintenance. Further, CC Outdoor expressly assumes all responsibility for the content of any advertising or messages, exclusive of public service announcements and City Messages submitted by the City to CC Outdoor, on the Replacement Signs. CC Outdoor acknowledges and agrees that the City has no control over and bears no responsibility for the content of any advertising or messages that may appear on the Replacement Signs, except for the content of any public service messages or City Messages submitted by the City to CC Outdoor for display under Paragraphs 3(E) and 3(F) of this Agreement.

7. **Codes Compliance.** By no later than October 1st of each fiscal year, beginning in the fiscal year that CC Outdoor completes construction of its first digital or electronic off-premise sign allowed under this Agreement, CC Outdoor shall pay a Total Annual Fee as assessed by the City to cover the City's code compliance expenses for the previous fiscal year related to CC Outdoor's digital or electronic off-premise signs. The City's Code Compliance Department intends to conduct code compliance monitoring of each digital or electronic off-premise sign not more than quarterly, with additional code compliance monitoring of individual signs in response to complaints received by the City about a particular sign. Therefore, the Total Annual Fee shall be the sum of (1) the annual fee for quarterly code compliance monitoring (not to exceed a total of five thousand dollars (\$5,000.00) per year) and (2) the annual fee for complaint-based code compliance monitoring (based upon the number of complaints during the previous fiscal year resulting in findings of actual violations of the City Code, if any, received by the City about digital or electronic off-premise signs owned by CC Outdoor within the City and the time and resources it required of the City to process, investigate, and resolve such complaints). In addition to the Total Annual Fee, at the time the City purchases any equipment or expends any costs for personnel training specifically related to the City's code compliance activities for digital or electronic off-premise signs, the costs of any such equipment or personnel training shall be allocated proportionally among sign owners based on the number of partially and fully constructed digital or electronic off-premise signs that each sign owner owns within the city limits of the City.

8. **Complete Understanding.** The City and CC Outdoor agree that this Agreement embodies the complete understanding of the Parties with respect to the subject matter hereof and supersedes all previous understandings, discussions, and agreements, whether oral, expressed, or implied.

9. **Amendment.** The Parties may amend this Agreement only by a written instrument signed by each of the Parties. There cannot be any variation, modification, amendment, or change to the terms of this Agreement except as may be made in writing and executed by each Party hereto. If any Party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other Party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

10. **No Severability.** The Parties agree that the terms and provisions of this Agreement are not severable. If (a) Paragraph 2 or Paragraph 3 of this Agreement is declared invalid, illegal, or unenforceable by a final court order from a court of competent jurisdiction or (b) any other portion of this Agreement shall be declared by a final order of a court of competent jurisdiction to be invalid, illegal, or unenforceable and such order expressly requires the removal of any digital displays constructed in accordance with this Agreement, then, upon the expiration of the appeal period for such court order and such order becoming final and non-appealable, this entire Agreement shall be invalid, illegal, or unenforceable. This means that the authorization for any digital or electronic off-premise sign allowed by this Agreement shall immediately be illegal and that any digital or electronic off-premise sign that has been constructed pursuant to this Agreement shall immediately become illegal.

CC Outdoor, at its own expense and within thirty (30) days of such order becoming final and non-appealable, shall remove the digital display from any digital or electronic off-premise sign allowed by this Agreement. CC Outdoor is hereby granted the right, which it must exercise, to select to take either of the following actions with regard to the digital or electronic off-premise signs required to be removed pursuant to the prior sentence: (i) at CC Outdoor's own expense, convert any such signs into static off-premise signs, which shall be classified as legally nonconforming off-premise signs or (ii) at CC Outdoor's own expense, demolish the signs, remove all debris from the properties upon which such signs are located, and dispose of same in accordance with applicable regulations. The failure to timely remove the digital display from one or more of the Replacement Signs and to promptly take one of the two above-stated actions for each Replacement Sign shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to remove the digital or electronic display from any or all of CC Outdoor's digital or electronic off-premise signs at the expense of CC Outdoor.

Additionally, if (a) Paragraph 2 or Paragraph 3 of this Agreement is declared invalid, illegal, or unenforceable by a final court order from a court of competent jurisdiction or (b) any other portion of this Agreement shall be declared by a final order of a court of competent jurisdiction to be invalid, illegal, or unenforceable and such order expressly requires the removal of any digital displays constructed in accordance with this Agreement, CC Outdoor shall have the right, at its own expense, to rebuild, on the same properties on which they were previously constructed and to the same dimensions, subject to the receipt of required permits and in compliance with the Florida Building Code, the static off-premise signs that CC Outdoor removed as Eliminated Signs, provided that the following conditions are met: (1) the only Eliminated Signs that may be rebuilt are those on Federal Aid Primary (FAP) roadways; (2) if the court order becomes final and non-appealable within five (5) years of the Effective Date of this Agreement, CC Outdoor shall not rebuild more than fifty percent (50%) of the Eliminated Signs previously removed under this Agreement; (3) if the court order becomes final and appealable between five (5) years and ten (10) years after the Effective Date of this Agreement, CC Outdoor shall not rebuild more than twenty-five percent (25%) of the Eliminated Signs previously removed under this

Agreement; (4) if the court order becomes final and appealable ten (10) years or more after the Effective Date of this Agreement, CC Outdoor shall not rebuild any Eliminated Sign previously removed under this Agreement; and (5) any Eliminated Sign rebuilt under this Paragraph shall be classified as a legally nonconforming off-premise sign.

11. **Controlling Law and Venue.** This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit in and for Pinellas County, Florida, as to State actions and in the United States District Court for the Middle District of Florida, Tampa Division, for federal actions, to the exclusion of any other venue, unless a federal division shall be created in St. Petersburg or Pinellas County, in which case any federal action shall be brought in that division.

12. **Authority to Execute and Bind.** Each Party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that Party and thereby bind that Party to the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the Parties specifically warrant as follows:

a. The City hereby represents and warrants to CC Outdoor that it is empowered to enter into this Agreement and that this Agreement has been duly authorized by the City of St. Petersburg City Council on August 16, 2012.

b. CC Outdoor hereby represents and warrants to the City that it is a corporation in good standing under the laws of Delaware, that it is duly authorized to conduct business in the State of Florida, and that it has taken all corporate action necessary to authorize the execution of this Agreement on behalf of CC Outdoor.

13. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Party.

14. **Construction.** The provisions of this Agreement shall not be construed in favor of or against any particular Party as each Party has reviewed the terms and conditions hereof and, by execution of this Agreement, acknowledges that said Party has carefully considered the legal ramifications of the instrument and has consulted with legal counsel or has knowingly and willingly chosen not to do so.

15. **Headings or Captions.** Headings or captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions under this Agreement.

16. **No Waiver.** No provision of this Agreement will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by CC Outdoor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action that requires City consent.

17. **No Waiver of City's Regulatory Authority/No Vesting.** This Agreement does not constitute a waiver of the City's regulatory authority nor does this Agreement vest any particular manner of development or use, except for the construction and replacement rights for a maximum of six (6) digital or electronic off-premise signs, as described in this Agreement.

18. Default. In the event either Party is in default of any provision hereof, the non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement. The defaulting Party shall have fifteen (15) business days from the receipt of such notice to cure the default or, if the default cannot be cured within fifteen (15) days, to commence and diligently pursue a cure. If the defaulting Party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting Party does not timely cure such default, the non-defaulting Party shall be entitled to pursue its remedies available at law or equity.

19. Written Notices. All notices, demands, requests for approvals or other communications required or authorized to be given by either Party to another shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, by a recognized overnight courier service, or by facsimile transmission to the office of each Party indicated below and addressed as follows:

If to the City:

City of St. Petersburg
Planning and Economic Development Department
Attention: Director

(Physical Address)
Municipal Services Center
One 4th Street North
St. Petersburg, Florida 33701

(Mailing Address)
P.O. Box 2842
St. Petersburg, Florida 33731

With a copy to:

City of St. Petersburg
City Attorney's Office
Attention: City Attorney

(Physical Address)
Municipal Services Center
One 4th Street North
St. Petersburg, Florida 33701

(Mailing Address)
P.O. Box 2842
St. Petersburg, Florida 33731

If to CC Outdoor:

Clear Channel Outdoor
5555 Ulmerton Road
Clearwater, FL 33760

With copies to:

2325 East Camelback Road, Suite 400
Phoenix, AZ 85016
Attn: General Counsel

20. **Public Records Law.** CC Outdoor acknowledges that certain information related to this Agreement is subject to any and all Public Records law, including Chapter 119, Florida Statutes, and CC Outdoor will, upon notification by the City, reasonably cooperate with the City to provide access required by law. If CC Outdoor is unable to provide access required by law, the City may terminate this Agreement with no penalty or other payment; however, such termination right shall be abated during any period during which CC Outdoor is actively pursuing an applicable court's determination as to whether particular records are public records and the period, if any, that CC Outdoor is granted to comply with such determination. CC Outdoor will be responsible for all attorneys' fees and costs incurred by CC Outdoor in such a court proceeding and, to the extent that any records disputed by CC Outdoor are required to be provided to the party seeking same, CC Outdoor shall also be responsible for all attorneys' fees and costs incurred by the City.

21. **City Consent and Action.**

A. For the purposes of the Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor, or his authorized designee, unless otherwise set forth in the Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For the purposes of the Agreement, any right of the City to take any action permitted, allowed or required by the Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in the Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

22. **Effective Date.** This Agreement shall become effective on the date of full and complete execution by both Parties hereto of the Amendment (as described in Paragraph 30 herein) ("Effective Date"). In the event such Amendment is not fully and completely executed by both Parties hereto, this Agreement shall never become effective and, therefore, shall be null and void and shall have no legal force or effect.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

24. **Relationship of Parties.** Nothing contained herein shall, nor shall any acts of the Parties, be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties.

25. **Third Party Beneficiaries.** The rights and obligations of the Parties set forth in this Agreement are personal to the Parties and their successors and assigns, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

26. **Recording.** This Agreement may be recorded in the Public Records of Pinellas County, Florida, at the request of either Party. Such recording shall be at the expense of CC Outdoor.

27. **State and Federal Law.** Any digital or electronic off-premise signs constructed and maintained pursuant to this Agreement shall comply with all applicable state and federal regulations. If any state or federal regulations are enacted related to safety or operational standards that are more stringent than the requirements of the City Code and this Agreement, all digital or electronic off-premise signs, including those that have already been constructed, shall comply with such state or federal regulations. If digital or electronic off-premise signs become illegal under state or federal law, CC Outdoor shall promptly, at its own expense, remove the digital display from any digital or electronic off-premise sign allowed by this Agreement. CC Outdoor is hereby granted the right, which it must exercise, to select to either (i) at CC Outdoor's own expense, convert any such signs into static off-premise signs, which shall be classified as legally nonconforming off-premise signs or (ii) at CC Outdoor's own expense, demolish its digital or electronic off-premise signs, remove all debris from the properties upon which such signs are located, and dispose of same in accordance with applicable regulations. The failure to promptly remove the digital display from one or more of the Replacement Signs and to promptly take one of the two above-stated actions for each Replacement Sign shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to remove the digital or electronic display from any digital or electronic off-premise signs at the expense of CC Outdoor. Notwithstanding the foregoing, nothing herein shall be deemed to negate, void, or diminish (i) any claim CC Outdoor may have for just compensation as a result of any governmental action that results in the taking of its property or (ii) the right of CC Outdoor to avail itself of all remedies available to CC Outdoor under state or federal law to maintain its existing signs.

28. **Indemnification.** CC Outdoor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims") arising as the result of this Agreement, other than Claims contesting the validity of a City ordinance or Claims resulting from the gross negligence or willful misconduct of the Indemnified Parties, whether or not a lawsuit is filed, including but not limited to reasonable costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries (including death at any time resulting therefrom) sustained by any persons or entities, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

A. The performance of CC Outdoor's obligations under this Agreement (including any amendments hereto) by CC Outdoor, its employees, agents, representatives or subcontractors; or

B. The failure of CC Outdoor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws in the performance of CC Outdoor' obligations under this Agreement; or

C. Any negligent act or omission of CC Outdoor, its employees, agents, representatives or subcontractors, whether or not such negligence is claimed to be either solely that of CC Outdoor, its employees, agents, representatives or subcontractors, or to be in conjunction with the actual negligence of others, excluding, however, that of any of the Indemnified Parties; or

D. Any reckless or intentional wrongful act or omission of CC Outdoor, its employees, agents, representatives or subcontractors; or

E. Any injury, medical condition, illness, disease, or death caused, in whole or in part, or aggravated by CC Outdoor's digital or electronic off-premise signs within the City.

29. Cessation of Operation or Abandonment.

A. If CC Outdoor permanently ceases operation of a digital or electronic off-premise sign allowed by this Agreement, CC Outdoor shall, within a reasonable time of the cessation of operation and at its own expense, remove the digital display from such digital or electronic off-premise sign and, in the sole discretion of CC Outdoor, shall either (i) convert such sign into a static off-premise sign, which shall be classified as legally nonconforming or (ii) demolish such sign, remove all debris from the property upon which such sign is located, and dispose of same in accordance with applicable regulations. The failure to remove the digital display and to promptly take one of the two above-stated actions within a reasonable time of cessation of operation of a Replacement Sign shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to demolish, remove, and dispose of such sign at the expense of CC Outdoor.

B. If the City reasonably believes that CC Outdoor has abandoned or permanently ceased operation of a digital or electronic off-premise sign allowed by this Agreement, the City shall provide written notice to CC Outdoor of same. Subject to any requisite permitting requirements, CC Outdoor shall, within thirty (30) days of receipt of the written notice, either (i) restart operation of its digital or electronic off-premise sign or (ii) at its own expense, remove the digital display from such digital or electronic off-premise sign and either convert such sign into a static off-premise sign, which shall be classified as legally nonconforming, or demolish such sign, remove all debris from the property upon which such sign is located, and dispose of same in accordance with applicable regulations. The failure to timely restart operation of the digital or electronic off-premise sign or to remove the digital or electronic display and to promptly take one of the two above-stated actions shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to remove the digital or electronic display from such digital or electronic off-premise sign at the expense of CC Outdoor. It is understood and agreed that any temporary cessation of operation of a digital or electronic off-premise sign allowed under this Agreement as the result of any labor action, loss of power, repair or reconstruction period, or other matter beyond CC Outdoor's reasonable control shall not be deemed to be an abandonment under this Paragraph.

30. Rent Payments to the City for CC Outdoor Sign Numbers 2176, 1646, and 1052 on City-Owned Property. CC Outdoor shall continue to pay rent according to the terms of that License Agreement dated September 26, 2005, until CC Outdoor Sign No. 2176 (Manhattan Casino), including the structure and visible foundation, has been completely demolished and removed from City-owned property as an Eliminated Sign, at which time CC Outdoor shall make no further rent payments to the City for Sign No. 2176. CC Outdoor shall continue to pay rent according to the terms of that License Agreement dated September 26, 2005, until CC Outdoor Sign Numbers 1646 and 1052 have been completely demolished and removed from City-owned property and digital or electronic off-premise signs have been permitted and installed on those properties. CC Outdoor and the City shall use diligent efforts to negotiate and execute an Amendment to the License Agreement dated September 26, 2005, for the Replacement Signs at the location of Sign No. 1646 and at the location of Sign No. 1052 (the "Amendment"). The Amendment shall be subject to the approval of City Council and CC Outdoor and shall provide for the payment by CC Outdoor to the City at the beginning of the term of the Amendment

and at the anniversary of that date every year thereafter the sum of twenty-five thousand dollars (\$25,000.00) as rent for each of the two (2) City-owned properties (total of fifty thousand dollars (\$50,000.00) per year), such that a minimum total of one million dollars (\$1,000,000.00) of rent shall be paid to the City for both locations over the twenty (20) years during which digital or electronic off-premise signs are allowed at those locations. The Amendment shall additionally provide that at the end of the first year of the term of the Amendment and every year thereafter, CC Outdoor shall provide an accounting to the City of its gross revenues during that year (with "gross revenues" defined as all advertising revenues received by CC Outdoor for the Replacement Signs on City-owned property) and shall pay in arrears to the City the amount, if any, that represents the difference between 15% of the gross revenues for the Replacement Signs on City-owned property and fifty thousand dollars (\$50,000.00). Therefore, at the end of each year the Amendment is effective, the City shall have received in total from CC Outdoor as rent for the Replacement Signs on City-owned property for that year the amount of fifty-thousand dollars (\$50,000.00) or 15% of gross revenues for the Replacement Signs, whichever is greater.

31. **Buffer to Protect Minors.** CC Outdoor agrees to maintain a 500-foot buffer zone around schools and other places where children congregate, in which such buffer zone CC Outdoor will not use its static billboards or its digital or electronic off-premises signs to advertise products illegal for sale to minors.

32. **Sunset Provision.** This Agreement shall terminate and be of no further force and effect as of the twentieth (20th) anniversary of the effective date of Ordinance No.35-H. On such twentieth (20th) anniversary, CC Outdoor, at its own expense, shall either, at its sole option, (i) convert any digital or electronic off-premise signs into static off-premise signs, which shall be classified as legally nonconforming off-premise signs or (ii) demolish any digital or electronic off-premises signs, including the sign structures and visible foundations, remove all debris from the properties upon which such signs are located, and dispose of same in accordance with applicable regulations. CC Outdoor has voluntarily agreed to such a twenty (20) year sunset provision and recognizes that this sunset provision does not inordinately burden an existing use of real property by CC Outdoor or a vested right of CC Outdoor to a specific use of real property, as these terms are defined in Section 70.001, Florida Statutes (2011). CC Outdoor waives and hereby releases the City from and against any and all claims for compensation or other reimbursement resulting from (1) the conversion of any digital or electronic off-premise signs into static off-premise signs upon the sunset of this Agreement or (2) the demolition, removal, and disposal of the digital or electronic off-premise signs as described by this Agreement upon the sunset of the Agreement. This waiver and release is intended by each Party to forego any and all claims which that Party may have as a result of any provision of Chapter 70, Florida Statutes, or the provisions of any other statute or common law.

33. **Visual Buffer.** The owner of a residential property either abutting, immediately adjacent to, or within a 1000 foot viewing distance in direct line of sight of a digital billboard may request that vegetation be planted to screen the view or visual impact of the digital sign face. CC Outdoor shall be required within six (6) months of receipt of a written request, to plant vegetation on the requesting owner's residential property which shall, within three (3) years, screen 80% of the sign face from the view of a person at ground level at the property. This requirement is expressly mandated only to the extent that is economically reasonable based on the existing conditions of the property, has the property owner's consent and the property owner has specifically requested the visual buffer, in writing, to Clear Channel Outdoor and/or the City of St. Petersburg.

34. In the resolution approving this Agreement, City Council approved a condition allowing Exhibit C to be revised so that the replacement sign in the Carter G. Woodson area can be placed at another location along the interstate which is mutually agreeable to the parties. The Mayor (or designee) is hereby authorized to execute a First Amendment to this Agreement which amends Exhibit C to change the location of the referenced sign to another location abutting Interstate 275 which is consistent with all other City Codes and State requirements and is mutually agreed to by the Mayor and CC Outdoor.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the City and CC Outdoor have executed or caused their duly authorized representatives to execute this Agreement.

CITY OF ST. PETERSBURG, FLORIDA

By: [Signature]

As Its: Mayor

Attest: Cathy E. Davis - Deputy
City Clerk

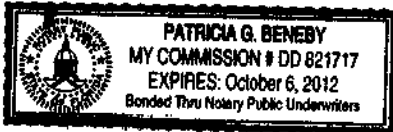
Approved as to form and content:



[Signature]
Mayor or designee

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 23 day of August 2012 by Bill Foster and Cathy E. Davis to me known as the Mayor and St. Petersburg City Clerk, respectfully, who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed and that they were duly authorized to do so.



Patricia G. Beneby
NOTARY PUBLIC

Patricia G. Beneby
Typed or Printed Name of Notary

My commission expires: _____

Serial No.: _____

"CC OUTDOOR"
CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation

By (sign): [Signature]

Print: Bryan Parker

Its (Title): Executive Vice President

WITNESSES:

Sign: [Signature]

Print: PAULA GARLAND

Sign: [Signature]

Print: CHRISTINA ISPEAKMAN

STATE OF ~~Florida~~ ^{ARIZONA}
COUNTY OF ~~MARICOPA~~

The foregoing instrument was acknowledged before me this 22nd day of August, 2012, by BRYAN PARKER as EVP of Clear Channel Outdoor, Inc., a Delaware

corporation, on behalf of the company. He/^{she} is personally known to me or has produced
_____ as identification and did or did not take an oath.



Donna G. Vettrano

NOTARY PUBLIC

DONNA G. VETTRANO

Typed or Printed Name of Notary

My commission expires: 9-20-2012

Serial No.: _____