

ST. PETERSBURG CITY COUNCIL

Meeting of December 15, 2016

- TO:** The Honorable Amy Foster, Chair, and Members of City Council
- SUBJECT:** Proposed Resolution approving a Billboard Relocation and Reconstruction Agreement with Outfront Media LLC providing for the permanent removal of ten (10) static off-premise sign faces as a condition to the reconstruction or replacement of one (1) digital or electronic off-premise sign face
- REQUEST:** Consider the proposed resolution approving a Billboard Relocation and Reconstruction Agreement between the City of St. Petersburg and Outfront Media LLC and authorizing the Mayor or Mayor's designee to execute the Agreement with a condition that the applicant provide documents at time of permitting to demonstrate compliance with the height, size and brightness limits.

BACKGROUND:

On August 23, 2012, the Sign Code section 16.40.120.15 was amended to allow replacement of existing static off-premise sign faces with digital sign faces in conjunction with an agreement, at a ratio of ten (10) static sign faces for every One (1) digital sign face. The code specifies that the digital sign meet certain height and size limits and locational criteria, including the requirement that it be located within 100-feet of the interstate, be at least 500 feet from residentially zoned property or a National Register or locally designated historic structure, and be at least 2,500 feet from any other digital sign facing the same direction on the same roadway. The code establishes a minimum dwell time of 10 seconds for each image, prohibits any flashing or scrolling images, and limits the brightness. Code further specifies that the agreement must include a provision to allow public service announcements on a regular basis, including safety and traffic notices and messages related to City sponsored and co-sponsored events. The agreement must include a "sunset" provision whereby the digital sign must be removed within 20-years of the effective date of the ordinance, which is August 23, 2032, unless the ordinance is amended by City Council.

The City entered into such an agreement with Clear Channel Outdoor on August 23, 2012 to permanently remove eighty-three (83) static off-site sign faces and replace six (6) remaining static faces with digital faces. These off-site signs were subsequently removed and the digital signs were constructed, see Attachment 1 for a map exhibit showing the location of the digital signs.

Current Proposal: Outfront Media, LLC currently has fourteen (14) off-site sign structures containing twenty-four (24) faces within the City of St. Petersburg, and desires to enter into a substantially similar agreement to remove ten (10) sign faces in

return for replacement of one (1) digital face, see Attachment 2 for map and photographic exhibits showing the existing inventory, the signs to be removed and the replacement digital sign.

Regarding compliance with the applicable regulations for the proposed digital face, Attachment 3 includes exhibits to demonstrate that the digital sign meets the separation requirement from residential zoning districts, historic districts and local landmarks and the required 2,500 foot separation from other digital signs facing the same direction on the same roadway. Additional documents will be required at time of permitting to demonstrate compliance with the height, size and brightness limits.

ADMINISTRATION FINDING:

The Administration finds that the proposed Agreement meets the minimum standards for billboard removal and replacement agreements, subject to additional documentation at time of permitting.

Attachments:

1. Resolution
2. Existing Clear Channel Digital Signs and Proposed Outfront Media Digital Sign Exhibit
3. Outfront Media Signs Removed and Replacement Sign Map Exhibits and Photographs
4. Map exhibits demonstrating minimum separation requirements
5. Agreement

APPROVALS:

Administration:

Legal:



The image shows two horizontal lines for signatures. The top line has a large, stylized handwritten signature and the initials 'DG' to its right. The bottom line has a smaller, stylized handwritten signature.

Attachment 1

Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING THE BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG AND OUTFRONT MEDIA, LLC; PROVIDING FOR THE PERMANENT REMOVAL OF TEN STATIC OFF-PREMISE SIGNS AS A CONDITION TO RECONSTRUCTING OR REPLACING ONE OF OUTFRONT MEDIA, LLC'S REMAINING OFF-PREMISE SIGNS WITH A DIGITAL OR ELECTRONIC OFF-PREMISE SIGN; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 70.20, Florida Statutes (2016), 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, Outfront Media LLC is the owner of a number off-premise sign faces (collectively, the "Existing Signs") located within the City limits which were lawfully permitted and erected in conformity with the Land Development Regulations then in effect; and

WHEREAS, some or all of Outfront Media LLC'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

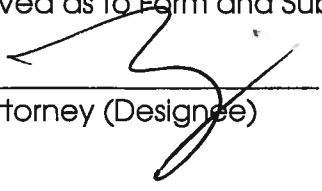
WHEREAS, pursuant to Section 70.20, Florida Statutes, and the City Code, the City and Outfront Media LLC propose to enter into a Billboard Relocation and Reconstruction Agreement providing for Outfront Media LLC's permanent removal of the Existing Signs as a condition to Outfront Media LLC reconstructing or replacing one of Outfront Media LLC's remaining off-premise signs with digital or electronic off-premise signs, 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, BE IT RESOLVED by the City Council of the City of St. Petersburg that the Billboard Relocation and Reconstruction Agreement with OutFront Media LLC is hereby approved and the Mayor or Mayor's designee is authorized to execute the Agreement.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance



City Attorney (Designee)

Attachment 2

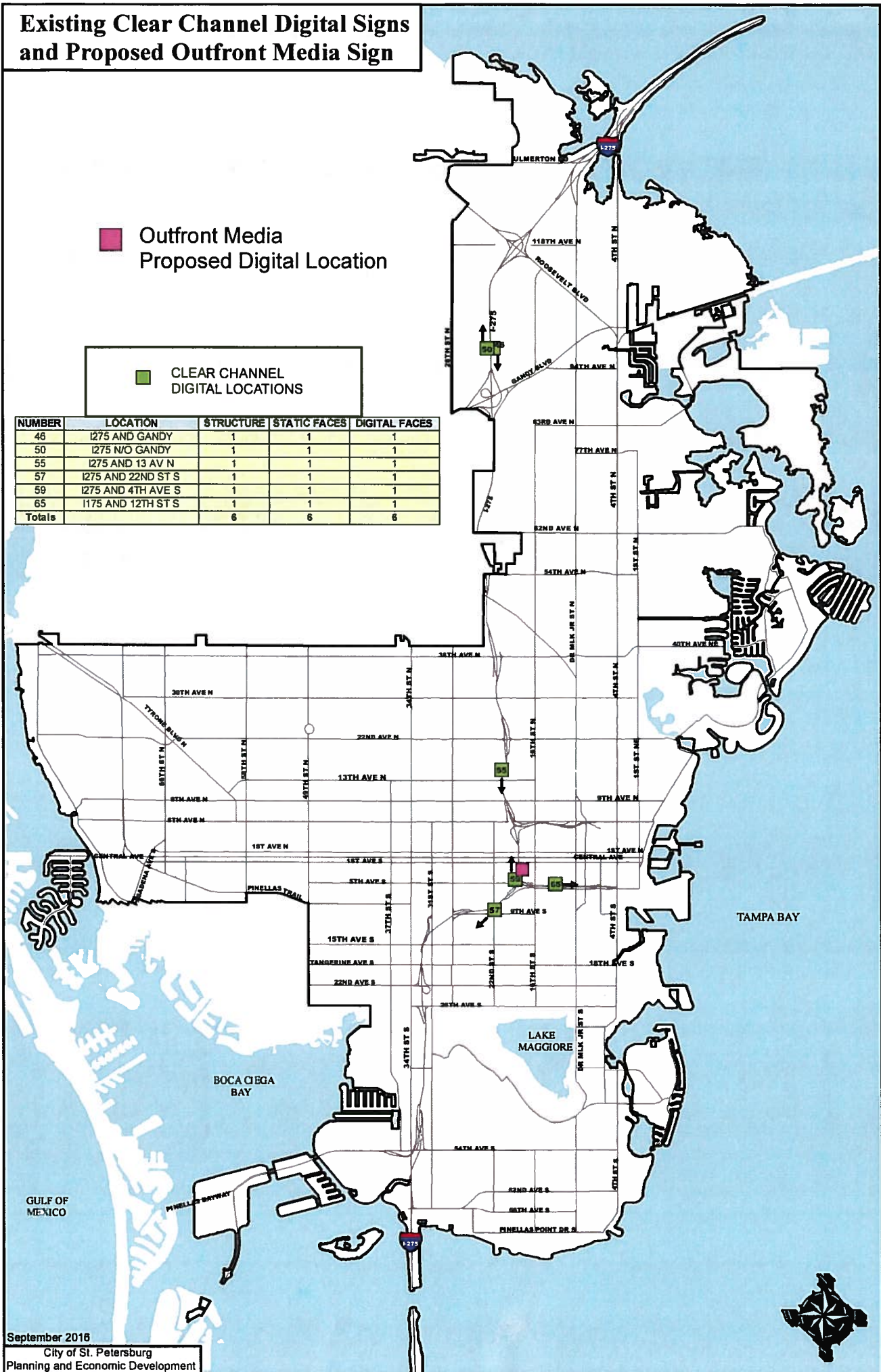
Existing Clear Channel Digital Signs and Proposed Outfront Media Sign Exhibit

Existing Clear Channel Digital Signs and Proposed Outfront Media Sign

 Outfront Media
 Proposed Digital Location

 CLEAR CHANNEL
 DIGITAL LOCATIONS

NUMBER	LOCATION	STRUCTURE	STATIC FACES	DIGITAL FACES
46	I275 AND GANDY	1	1	1
50	I275 N/O GANDY	1	1	1
55	I275 AND 13 AV N	1	1	1
57	I275 AND 22ND ST S	1	1	1
59	I275 AND 4TH AVE S	1	1	1
65	I175 AND 12TH ST S	1	1	1
Totals		6	6	6



Attachment 3

Outfront Media

Signs Removed and Replacement Sign
Map Exhibits and Photographs

OUTFRONT MEDIA BILLBOARD REMOVAL LOCATIONS WITH PROPOSED DIGITAL SITE



BILLBOARDS TO BE REMOVED

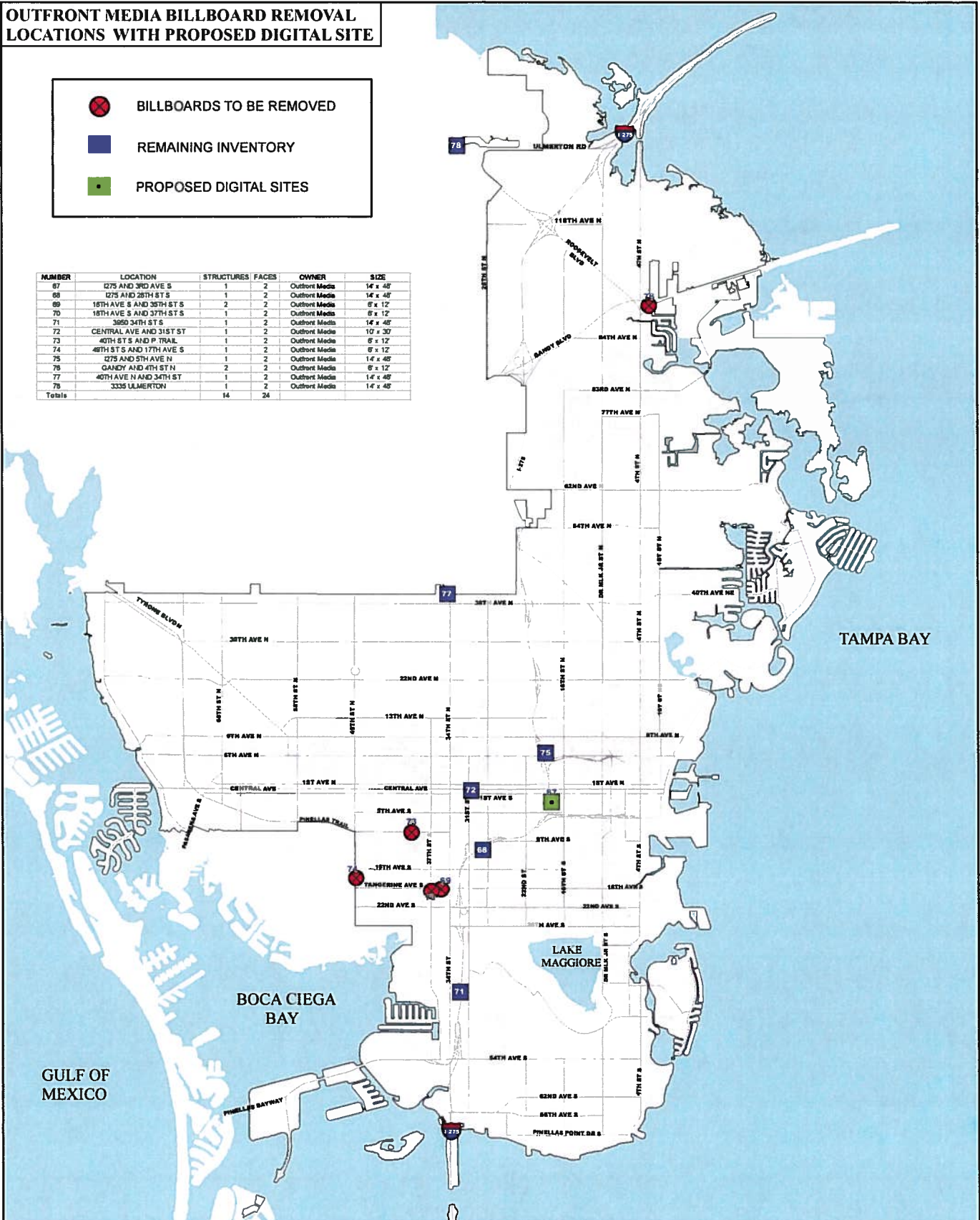


REMAINING INVENTORY



PROPOSED DIGITAL SITES

NUMBER	LOCATION	STRUCTURES	FACES	OWNER	SIZE
67	1275 AND 3RD AVE S	1	2	Outfront Media	14 x 48'
68	1275 AND 28TH ST S	1	2	Outfront Media	14 x 48'
69	18TH AVE S AND 35TH ST S	2	2	Outfront Media	6 x 12'
70	18TH AVE S AND 37TH ST S	1	2	Outfront Media	6 x 12'
71	3650 34TH ST S	1	2	Outfront Media	14 x 48'
72	CENTRAL AVE AND 31ST ST	1	2	Outfront Media	10 x 30'
73	40TH ST S AND P TRAIL	1	2	Outfront Media	6 x 12'
74	48TH ST S AND 17TH AVE S	1	2	Outfront Media	6 x 12'
75	1275 AND 5TH AVE N	1	2	Outfront Media	14 x 48'
76	GANDY AND 4TH ST N	2	2	Outfront Media	6 x 12'
77	40TH AVE N AND 34TH ST	1	2	Outfront Media	14 x 48'
78	3335 LUMBERTON	1	2	Outfront Media	14 x 48'
Totals		14	24		



GULF OF MEXICO

BOCA CIEGA BAY

LAKE MAGGIORE

TAMPA BAY

OUTFRONT Media EXISITNG BILLBOARD INVENTORY

67	I275 AND 3RD AVE S	1	2	OUTFRONT MEDIA	14' x 48'
68	I275 AND 28TH ST S	1	2	OUTFRONT MEDIA	14' x 48'
69	18TH AVE S AND 35TH ST S	2	2	OUTFRONT MEDIA	6' x 12'
70	18TH AVE S AND 37TH ST S	1	2	OUTFRONT MEDIA	6' x 12'
71	3950 34TH STREET S	1	2	OUTFRONT MEDIA	10' x 30'
72	CENTRAL AVE AND 31ST ST	1	2	OUTFRONT MEDIA	10' x 30'
73	40TH ST S AND P.TRAIL	1	2	OUTFRONT MEDIA	6' x 12'
74	49TH ST S AND 17TH AVE S	1	2	OUTFRONT MEDIA	6' x 12'
75	I275 AND 5TH AVE N	1	2	OUTFRONT MEDIA	14' x 48'
76	GANDY AND 4TH ST N	2	2	OUTFRONT MEDIA	6' x 12'
77	40TH AVE N AND 34TH ST	1	2	OUTFRONT MEDIA	14' x 48'
78	3335 ULMERTON ROAD	1	2	OUTFRONT MEDIA	14' X 48'
Totals		14	24		

EXHIBIT A
Existing Signs

95421

18Th Ave 50 ft E/O 35Th St S (Left Side) S/S FW



Tampa

16- Weekly Imp. 16,871
Size 6'x12'
Area Pinellas
Zip Code 33711
Material Black Backed Vinyl
Extensions Not Allowed
Illuminated No
Latitude 27.75208
Longitude -82.681952



6804 Cypress Park Drive, Tampa, FL 33634-4462 | (813) 888-5541

OUTFRONT
MEDIA

95422

18Th Ave 50 ft E/O 35Th St S (Right Side) S/S FW



Tampa

13+ Weekly Imp: 16,871
Size: 5x12'
Area: Pincillas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.75208
Longitude: -82.631652

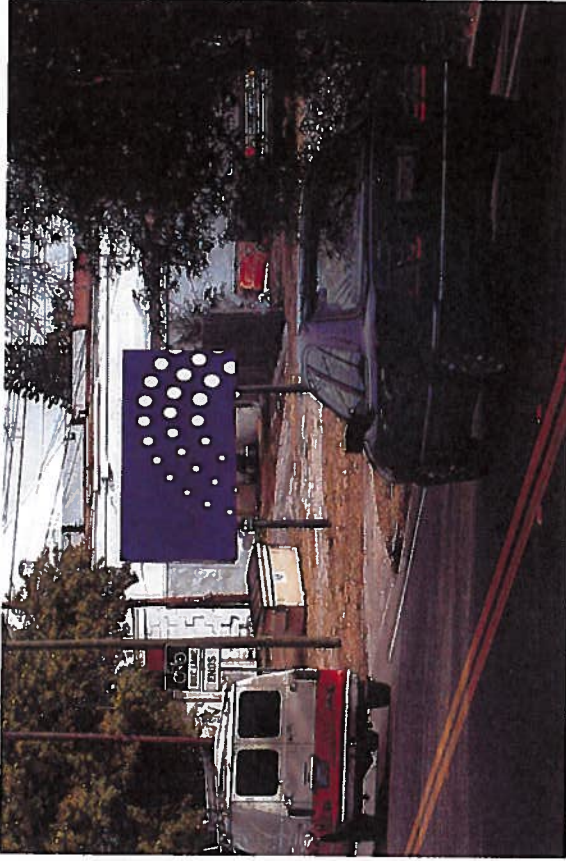


6904 Cypress Park Drive Tampa, FL 33634-4482 | (813) 886-5541

OUTFRONT
media

95431

37th St S S/O 18th Ave S E/S F/S



Tampa

13+ Weekly Imp: 5,081
Size: 6x12'
Area: Pirellas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.751444
Longitude: -82.583351



6904 Cypress Point Drive, Tampa, FL 33634-4482 | (813) 888-5541

OUTFRONT
MEDIA

95432

37th St S S/O 18th Ave S E/S F/N



Tampa

18" Weekly Imp: 6,185
Size: 6'x12'
Ave: Pinellas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.751444
Longitude: -82.683331



6804 Cypress Park Drive, Tampa, FL 33634-4402 | (813) 888-5541

OUTFRONT
media

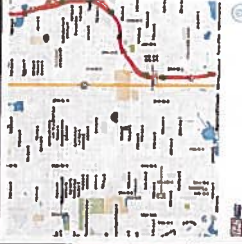
95451

40Th St S 15 ft S/O The Pinellas Trail W/S F/S



Tampa

18+ Weekly Imp: 6,733
Size: 6x12'
Area: Pinellas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.765626
Longitude: -82.687054



6904 Cypress Point Drive, Tampa, FL 33634-4462 | (813) 888-5541



95452

40th St S 15 ft S/O The Pinellas Trail W/S F/N



Tampa

18+ Weekly Imp: 7 853

Size: 6x12

Area: Pinellas

Zip Code: 33711

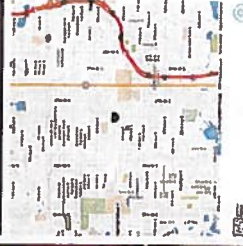
Material: Black Backed Vinyl

Extensions: Not Allowed

Illuminated: No

Latitude: 27.763636

Longitude: -82.687654



8804 Cypress Park Drive, Tampa, FL 33634-4462 | (813) 888-5541



95441

49Th St & 17Th Ave S E/S F/N



Tampa

18+ Weekly Imp: 32,696
Size: 6x12'
Area: Pinellas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.753832
Longitude: -82.699507



6804 Cypress Park Drive, Tampa, FL 33634-4462 | (813) 888-5541



95442

49Th St & 17Th Ave S E/S F/S



Tampa

12+ Weekly Imp. 43,290
Size 6x12'
Area Pinellas
Zip Code 33711
Material Black Backed Vinyl
Extensions Not Allowed
Illuminated No
Latitude 27.753832
Longitude -82.698507



8904 Cypress Park Drive, Tampa, FL 33634-4482 / (813) 885-5541

OUTFRONT
media

95521

Gandy Blvd 525 ft E/O 4th St. N P1 S/S FW



Tampa

18+ Weekly Imp. 01541
Size: 5x12'
Area: Fireliss
Zip Code: 33702
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.863816
Longitude: -82.635899



6904 Cypress Park Drive Tampa, FL 33634-4482 / (813) 888-5541

OUTFRONT
MEDIA

95522

Gandy Blvd 525 ft E/O 4th St. N (P2) S/S FW



Tampa

*18+ Weekly Imp. 91,541
Size: 6'x12'
Area: Pinellas
Zip Code: 33702
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.863315
Longitude: -82.636696



8904 Cypress Park Drive, Tampa, FL 33634-4482 | (813) 888-5541



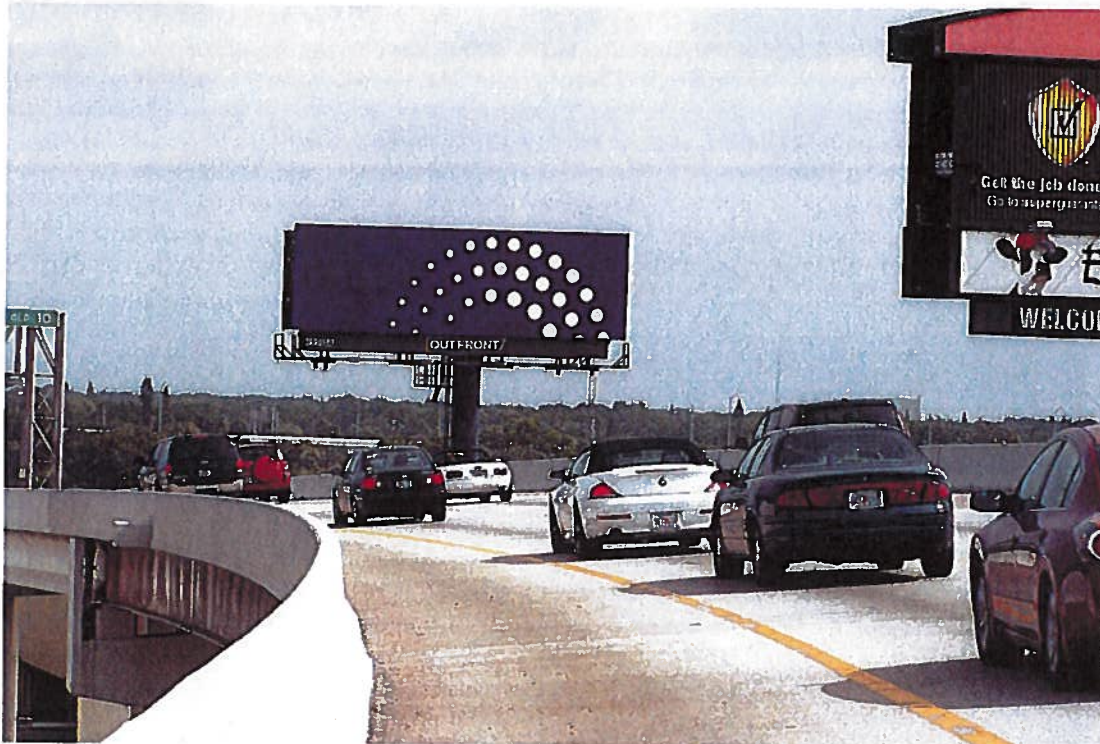


Icon	#	Unit	Location Description	Media	Market
	1	49512A	I-275 .60 mi S/O 5Th Ave E/S	Bulletins	Tampa

49513A

I-275 .60 mi S/O 5Th Ave E/S F/S

Tampa



18+ Weekly Imp: 542,184
Size: 14'x48'
Area: Pinellas
Zip Code: 33712
Material: Black Backed Vinyl
Extensions: Allowed
Illuminated: Yes
Latitude: 27.768683
Longitude: -82.65759



[Interactive Map of this parcel](#) [Sales Query](#) [Back to Query Results](#) [New Search](#) [Tax Collector Home Page](#) [Contact Us](#) WM

24-31-16-29736-000-0010

Compact Property Record Card

[Portability
Calculator](#)

Updated August 2, 2016 [Email](#) [Print](#) [Radius Search](#) [FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address
WILLIAMSON, KENNETH W & HYACINTH R TRUST MAJESTIC TRUST 7324 NW 1ST PL PLANTATION FL 33317-2251	0 3RD AVE S ST PETERSBURG



Property Use: 1000 (Vacant Commercial Land - lot & acreage)

Living Units:

[click here to hide] **Legal Description**
FULLER'S 3RD AVE REPLAT TRACT A

File for Homestead Exemption			2016 Parcel Use
Exemption	2016	2017	
Homestead:	No	No	Homestead Use Percentage: 0.00%
Government:	No	No	Non-Homestead Use Percentage: 100.00%
Institutional:	No	No	Classified Agricultural: No
Historic:	No	No	

Parcel Information [Latest Notice of Proposed Property Taxes \(TRIM Notice\)](#)

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
19073/0708		121030216001	NON EVAC	045/063

2016 Preliminary Value Information

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2016	\$27,094	\$27,094	\$27,094	\$27,094	\$27,094

[click here to hide] **Value History as Certified (yellow indicates correction on file)**

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	No	\$25,288	\$23,842	\$23,842	\$25,288	\$23,842
2014	No	\$21,675	\$21,675	\$21,675	\$21,675	\$21,675

2013	No	\$21,675	\$21,675	\$21,675	\$21,675	\$21,675
2012	No	\$21,675	\$21,675	\$21,675	\$21,675	\$21,675
2011	No	\$21,675	\$21,675	\$21,675	\$21,675	\$21,675
2010	No	\$25,288	\$25,288	\$25,288	\$25,288	\$25,288
2009	No	\$30,706	\$30,706	\$30,706	\$30,706	\$30,706
2008	No	\$33,600	\$33,600	\$33,600	\$33,600	\$33,600
2007	No	\$34,900	\$34,900	\$34,900	N/A	\$34,900
2006	No	\$32,500	\$32,500	\$32,500	N/A	\$32,500
2005	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
2004	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
2003	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
2002	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
2001	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
2000	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
1999	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
1998	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
1997	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
1996	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900

2015 Tax Information[Click Here for 2015 Tax Bill](#)

Tax District:

Tax Collector Mails 2015 Tax Bills October 31

[SP](#)

2015 Final Millage Rate

22.7869

2015 Est Taxes w/o Cap or
Exemptions

\$576.24

A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. [Click here for more information.](#)

Ranked Sales (What are Ranked Sales?) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	VI
	04092 / 0703	\$20,000	Q	
	03595 / 0019	\$5,000	Q	

2016 Land Information

Seawall: No

Frontage: None

View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Vacant Commercial (10)	100x85	3.75	8500.0000	1.0000	\$31,875	SF

[click here to hide] 2016 Extra Features

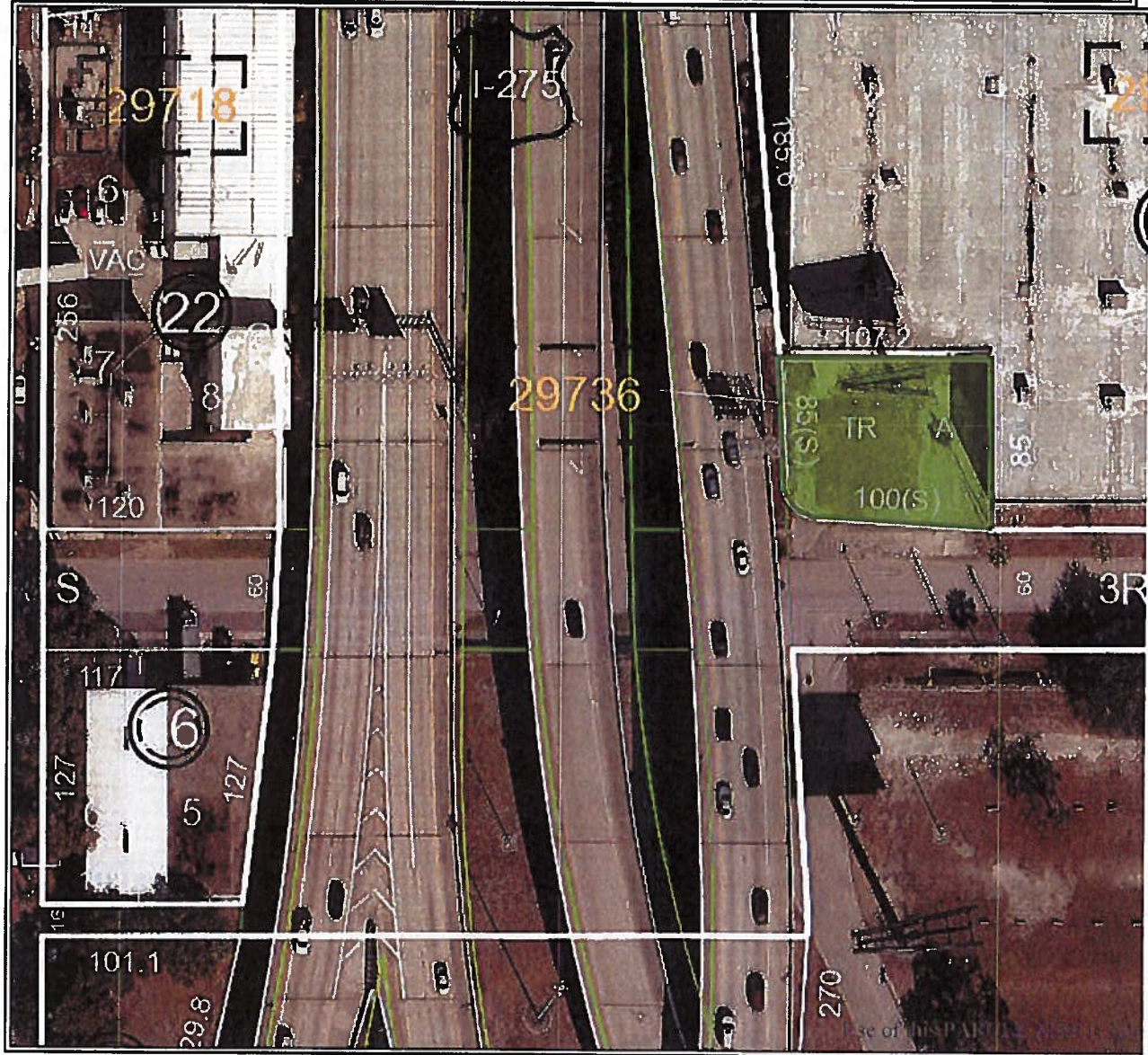
Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record					

[click here to hide] Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include

unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting office in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			



[Interactive Map of this parcel](#)
[Legend](#)

[Map](#)

[Sales](#)
[Query](#)

[Back to Query](#)
[Results](#)

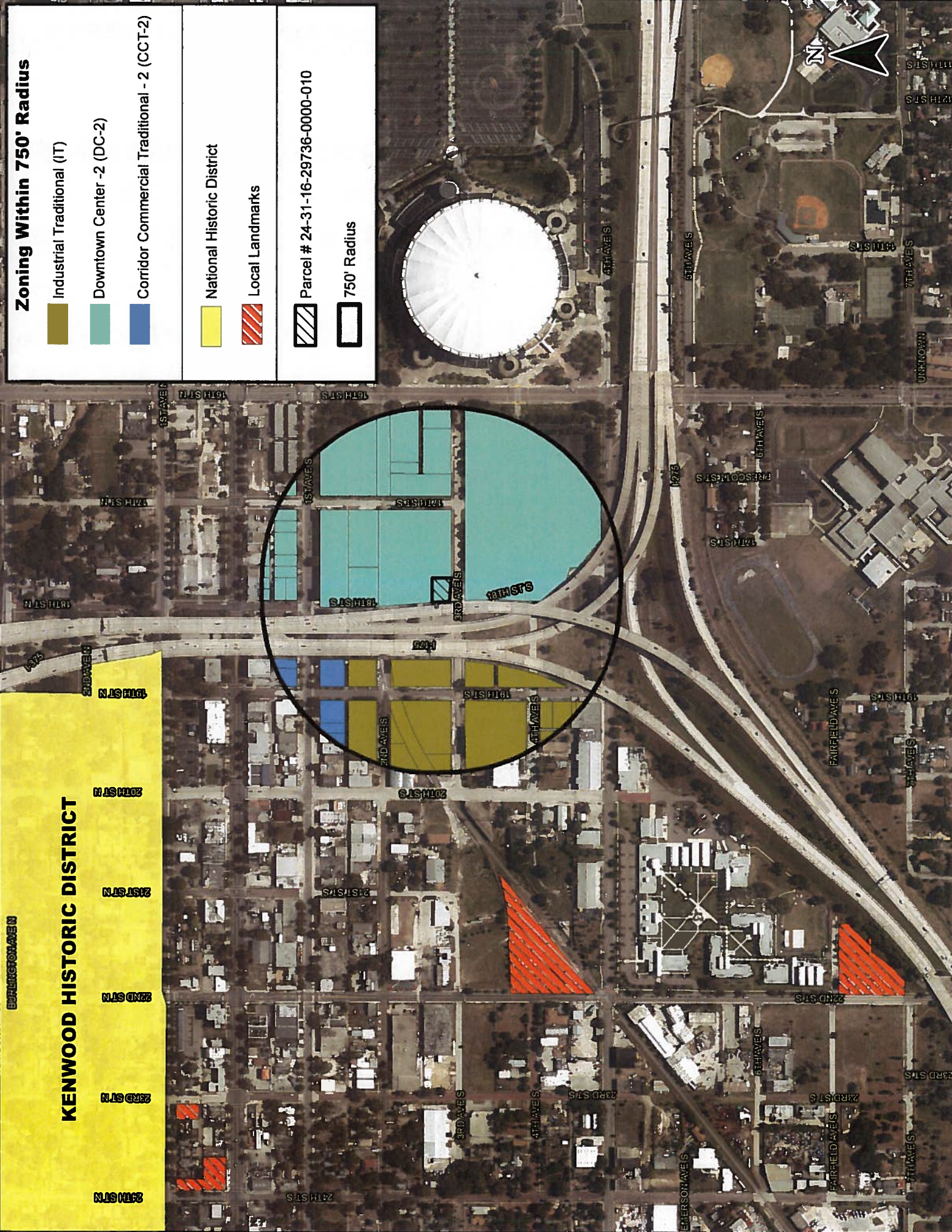
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Attachment 4

Map exhibits demonstrating
minimum separation requirements



Zoning Within 750' Radius

Industrial Traditional (IT)

Downtown Center - 2 (DC-2)

Corridor Commercial Traditional - 2 (CCT-2)





National Historic District

Local Landmarks

Parcel # 24-31-16-29736-0000-010

750' Radius



BILLBOARDS	
	# 49513A
	I-175 NS 75ft E/O 12th St E F/E - 2
	I-175 Centerline
	4th Ave S - 16th St S - 3rd Ave S Centerline



BILLBOARDS

● Proposed Digital Site

● Clear Channel Billboard

— I-275 Centerline

— 22nd St S - 5th Ave S
— 20th St S - 4th Ave S
— 18th St S - 3rd Ave S
Centerline

Attachment 5

Agreement

BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT

This Billboard Relocation and Reconstruction Agreement ("Agreement") is made this _____ day of _____, 2016, by and between the CITY OF ST. PETERSBURG (the "City"), a Florida municipal corporation, and OUTFRONT MEDIA LLC ("OUTFRONT MEDIA"), a Delaware limited liability company (hereinafter the "Parties").

WHEREAS, Outfront Media is the owner of twenty-four (24) 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 Outfront Media were lawfully permitted and erected in conformity with the Land Development Regulations then in effect; and

WHEREAS, some or all of Outfront Media'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 (2016), 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 Outfront Media propose to enter into this Relocation and Reconstruction Agreement providing for Outfront Media's permanent removal of ten (10) Existing Signs as a condition to Outfront Media reconstructing or replacing one of Outfront Media's remaining off-premise signs (collectively, the "Remaining Signs") with a digital or electronic off-premise sign; 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. Outfront Media is the owner of twenty-four (24) 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, Outfront Media shall submit applications to obtain demolition permits for all ten (10) 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. Outfront Media 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 or Reconstructed Sign. Following the permanent removal of all of the Eliminated Signs, Outfront Media will own, lease, operate, or maintain fourteen (14) 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. Outfront Media shall have the right to replace or reconstruct one (1) of its Remaining Signs with a digital or electronic off-premise sign, subject to the City's regulations for such signs and this Agreement. The location of this digital or electronic off-premise sign (the "Replacement Sign") is shown in Exhibit C, which is attached hereto and made a part hereof. Each advertising face within the digital changeable face shall not be counted as an additional Replacement Sign. The structure upon which the Replacement Sign 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 Outfront Media's replacement of the Remaining Sign with a digital or electronic off-premise sign, one (1) of Outfront Media's fourteen (14) Remaining Signs will be a digital or electronic off-premise sign. Notwithstanding the foregoing, nothing herein shall restrict Outfront Media from purchasing, leasing, or otherwise operating any legally permitted off-premise sign in the City.

A. Permits and Construction. Outfront Media shall begin the demolition permit application process for the ten (10) Eliminated Signs within one hundred and sixty (160) days of the Effective Date of this Agreement. Outfront Media shall demolish, remove, and dispose of all ten (10) Eliminated Signs, including the sign structures and visible foundations, within one year of the Effective Date of this Agreement. Outfront Media shall be responsible for obtaining all required permits

to construct, install, relocate, maintain, and/or operate the Replacement Sign, including all required permits from the Florida Department of Transportation. The City agrees to cooperate with Outfront Media in the completion of forms required by the Florida Department of Transportation as a part of the State permit process. Outfront Media may apply for permits necessary for the construction, installation, relocation, maintenance, and/or operation of the 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 the Replacement Sign until Outfront Media has demolished, removed, and disposed of all ten (10) of the Eliminated Signs and the sign structures and visible foundations for such Eliminated Signs. The City shall, upon Outfront Media's request, review the permit application and confirm for Outfront Media 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 Outfront Media's complete permit application, after Outfront Media has demolished, removed, and disposed of the ten (10) Eliminated Signs and the sign structures and visible foundations for such Eliminated Signs, the City shall issue the permits necessary to install the Replacement Sign. 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 Outfront Media's submission of a valid permit application that meets the above-stated requirements. Outfront Media shall have no obligation to construct the Replacement Sign within any specified period of time.

B. Requirements. Except as otherwise stated in this Agreement, permit applications for the Replacement Sign and the Replacement Sign itself 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. The Replacement Sign shall be restricted to the location shown in Exhibit C, which is attached hereto and made a part hereof. The City acknowledges and agrees that such location meets all requirements of the City Code. If Outfront Media desires to relocate the Replacement Sign 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 the 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 the City Code for digital or electronic off-premise signs (currently Section 16.40.120.15(l)(4)).

E. Agreement to Provide for Public Service Announcements. Outfront Media 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. Outfront Media 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 Outfront Media 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 Outfront Media 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. Outfront Media 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, Outfront Media 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) ten (10) day reserved advertising periods described above, Outfront Media 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 the Replacement Sign, but only for so long as said "slot" remains unsold or unused, and nothing contained herein shall be deemed to prevent or prohibit Outfront Media from using such "slots" for promoting Outfront Media's business, using such "slots" for promoting charitable enterprises, or actively seeking advertisers for unsold "slots" on the Replacement Sign, 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 Outfront Media with approved advertising copy for posting on the unsold or unused "slots." If the City should fail to timely provide Outfront Media with approved advertising copy for any unsold or unused "slots," Outfront Media shall be relieved of any obligation to post same for that "slot". 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 Outfront Media with a stock advertisement, which Outfront Media 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 Outfront Media at least five (5) days before the proposed display date and will be subject to Outfront Media's standard advertising copy rejection and removal policies, which allow Outfront Media the right, in Outfront Media'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, to Outfront Media for posting on the Replacement Sign, and the City shall be responsible for all design and production costs associated with same. Outfront Media 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. Outfront Media 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 the 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 Outfront Media 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), Outfront Media 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 Sign. 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 Outfront Media with artwork in acceptable format. The City shall have no role in the agreements between Outfront Media 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 Sign as described herein and otherwise does not obstruct the construction or operation thereof, Outfront Media 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. Outfront Media 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 Outfront Media to enter into this Agreement, except as expressly set forth herein. Outfront Media 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 Outfront Media of any legal action filed against the City as soon as reasonably possible, but no later than twenty (20) days after receiving notice of same. Outfront Media 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 Outfront Media, fails to cooperate in the defense of the action, or fails to reasonably approve counsel selected by Outfront Media, then Outfront Media 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 Sign. Outfront Media acknowledges and agrees that Outfront Media shall be solely responsible for the design, construction, operation, and maintenance of the Replacement Sign and that

the City shall have no responsibility for such design, construction, operation, or maintenance. Further, Outfront Media 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 Outfront Media, on the Replacement Sign. Outfront Media 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 Sign, except for the content of any public service messages or City Messages submitted by the City to Outfront Media for display pursuant to this Agreement.

7. Codes Compliance. By no later than October 1st of each fiscal year, beginning in the fiscal year that Outfront Media completes construction of the digital or electronic off-premise sign allowed under this Agreement, Outfront Media 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 Outfront Media's digital or electronic off-premise sign. 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 hundred dollars (\$500.00) 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 Outfront Media 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, these costs shall be paid by the sign owners. The costs of any such equipment or personnel training and the annual fee for quarterly code compliance monitoring 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 Outfront Media 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 is 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 the digital display 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.

Outfront Media, at its own expense and within thirty (30) days of such order becoming final and non-appealable, shall remove the digital display from the digital or electronic off-premise sign allowed by this Agreement. Outfront Media 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 sign required to be removed pursuant to the prior sentence: (i) at Outfront Media's own expense, convert such sign into a static off-premise sign, which shall be classified as legally nonconforming off-premise sign or (ii) at Outfront Media's own expense, demolish the sign, remove all debris from the property upon which the sign is located, and dispose of same in accordance with applicable regulations. The failure to timely remove the digital display from the Replacement Sign and to promptly take one of the two above-stated actions for the 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 Outfront Media's digital or electronic off-premise sign at the expense of Outfront Media.

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 is 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 the digital display constructed in accordance with this Agreement, Outfront Media 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 Outfront Media 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, Outfront Media 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, Outfront Media 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, Outfront Media 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 Outfront Media 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 _____, 2016.

b. Outfront Media 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 Outfront Media.

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 Outfront Media 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 one (1) digital or electronic off-premise sign, 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 Outfront Media Outdoor:

Outfront Media, LLC

Attention:

Mr. Joe Little, VP of Real Estate, SE or

Mr. Brian Shuford, Director of Governmental Affairs, SE

6904 Cypress Park Drive

Tampa, FL 33634-4462

With a copy to:

Marilyn Mullen Healy, Esq.

Adams and Reese, LLP

101 East Kennedy Blvd.

Ste. 4000

Tampa, FL 33602

20. Public Records Law. Outfront Media acknowledges that certain information related to this Agreement is subject to any and all Public Records laws, including Chapter 119, Florida Statutes and specifically F.S. 119.0701(2), and Outfront Media will, upon notification by the City, reasonably cooperate with the City to provide access required by law. If Outfront Media 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 Outfront Media is actively pursuing an applicable court's determination as to whether particular records are public records and the period, if any, that Outfront Media is granted to comply with such determination. Outfront Media will be responsible for all attorneys' fees and costs incurred by Outfront Media in such a court proceeding and, to the extent that any records disputed by Outfront Media are required to be provided to the party seeking same, Outfront Media 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 ("Effective Date") as evidenced by the date indicated below each Party's signature (the 'Effective Date').

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 Outfront Media.

27. State and Federal Law. The digital or electronic off-premise sign 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, the digital or electronic off-premise sign, whether constructed or not, shall comply with such state or federal regulations. If digital or electronic off-premise signs become illegal under state or federal law, Outfront Media shall promptly, at its own expense, remove the digital display from any digital or electronic off-premise sign allowed by this Agreement. Outfront Media is hereby granted the right, which it must exercise, to select to either (i) at Outfront Media own expense, convert any such sign into a static off-premise sign, which shall be classified as a legally nonconforming off-premise sign or (ii) at Outfront Media's own expense, demolish its digital or electronic off-premise sign, remove all debris from the properties upon which such sign is located, and dispose of same in accordance with applicable regulations. The failure to promptly remove the digital display from the Replacement Sign and to promptly take one of the two above-stated actions for the 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 Outfront Media. Notwithstanding the foregoing, nothing herein shall be deemed to negate, void, or diminish (i) any claim Outfront Media 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 Outfront Media to avail itself of all remedies available to Outfront Media under state or federal law to maintain its existing signs.

28. Indemnification. Outfront Media 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 Outfront Media's obligations under this Agreement (including any amendments hereto) by Outfront Media, its employees, agents, representatives or subcontractors; or

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

C. Any negligent act or omission of Outfront Media, its employees, agents, representatives or subcontractors, whether or not such negligence is claimed to be either solely that of Outfront Media, 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 Outfront Media, 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 Outfront Media's digital or electronic off-premise sign within the City.

29. Cessation of Operation or Abandonment.

A. If Outfront Media permanently ceases operation of the digital or electronic off-premise sign allowed by this Agreement, Outfront Media 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 Outfront Media, 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 the 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 Outfront Media.

B. If the City reasonably believes that Outfront Media has abandoned or permanently ceased operation of the digital or electronic off-premise sign allowed by this Agreement, the City shall provide written notice to Outfront Media of same. Subject to any requisite permitting requirements, Outfront Media 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 Outfront Media. 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 matters beyond Outfront Media's reasonable control shall not be deemed to be an abandonment under this Paragraph.

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

31. 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 the adoption of Ordinance 35-H (August 23, 2012). On such twentieth (20th) anniversary, Outfront Media, at its own expense, shall either, at its sole option, (i) convert the digital or electronic off-premise sign into a static off-premise sign, which shall be classified as a legally nonconforming off-premise sign or (ii) demolish the digital or electronic off-premises sign, including the sign structure and visible foundation, remove all debris from the property upon which such sign is located, and dispose of same in accordance with applicable regulations. Outfront Media 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 Outfront Media or a vested right of Outfront Media to a specific use of real property, as these terms are defined in Section 70.001, Florida Statutes (2011). Outfront Media waives and hereby releases the City from and against any and all claims for compensation or other reimbursement resulting from (1) the conversion of the digital or electronic off-premise sign into static off-premise sign upon the sunset of this Agreement or (2) the demolition, removal, and disposal of the digital or electronic off-premise sign 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.

32. 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. Outfront Media 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 Outfront Media and/or the City of St. Petersburg.

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

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Approved as to form and content:

As Its: _____

City Attorney or designee

Attest:

City Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ and _____, to me known as the _____ and City Clerk of St. Petersburg, 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.

NOTARY PUBLIC

Typed or Printed Name of Notary

My commission expires: _____

Serial No.: _____

"OUTFRONT MEDIA "

OUTFRONT MEDIA LLC, a Delaware limited liability company

WITNESSES:

By (sign): _____

Signature

Print: _____

Print name

Its(Title) : _____

Signature _____

Print name _____

Dated: _____, 2016

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of OUTFRONT MEDIA LLC, a Delaware limited liability company, 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.

NOTARY PUBLIC

Typed or Printed Name of Notary

My commission expires: _____

Serial No.: _____

EXHIBIT "A"

EXISTING SIGNS

EXHIBIT "B"

ELIMINATED SIGNS

EXHIBIT "C"




REPLACEMENT SIGN

OUTFRONT Media EXISITNG BILLBOARD INVENTORY

67	I275 AND 3RD AVE S	1	2	OUTFRONT MEDIA	14' x 48'
68	I275 AND 28TH ST S	1	2	OUTFRONT MEDIA	14' x 48'
69	18TH AVE S AND 35TH ST S	2	2	OUTFRONT MEDIA	6' x 12'
70	18TH AVE S AND 37TH ST S	1	2	OUTFRONT MEDIA	6' x 12'
71	3950 34TH STREET S	1	2	OUTFRONT MEDIA	10' x 30'
72	CENTRAL AVE AND 31ST ST	1	2	OUTFRONT MEDIA	10' x 30'
73	40TH ST S AND P.TRAIL	1	2	OUTFRONT MEDIA	6' x 12'
74	49TH ST S AND 17TH AVE S	1	2	OUTFRONT MEDIA	6' x 12'
75	I275 AND 5TH AVE N	1	2	OUTFRONT MEDIA	14' x 48'
76	GANDY AND 4TH ST N	2	2	OUTFRONT MEDIA	6' x 12'
77	40TH AVE N AND 34TH ST	1	2	OUTFRONT MEDIA	14' x 48'
78	3335 ULMERTON ROAD	1	2	OUTFRONT MEDIA	14' X 48'
Totals		14	24		

EXHIBIT A
Existing Signs

OUTFRONT MEDIA BILLBOARD REMOVAL LOCATIONS WITH PROPOSED DIGITAL SITE

-  BILLBOARDS TO BE REMOVED
-  REMAINING INVENTORY
-  PROPOSED DIGITAL SITES

NUMBER	LOCATION	STRUCTURES	FACES	OWNER	SIZE
67	1275 AND 3RD AVE S	1	2	Outfront Media	14' x 48'
68	1275 AND 28TH ST S	1	2	Outfront Media	14' x 48'
69	18TH AVE S AND 35TH ST S	2	2	Outfront Media	6' x 12'
70	18TH AVE S AND 37TH ST S	1	2	Outfront Media	6' x 12'
71	3650 34TH ST S	1	2	Outfront Media	14' x 48'
72	CENTRAL AVE AND 31ST ST	1	2	Outfront Media	10' x 30'
73	40TH ST S AND P TRAIL	1	2	Outfront Media	6' x 12'
74	49TH ST S AND 17TH AVE S	1	2	Outfront Media	6' x 12'
75	1275 AND 5TH AVE N	1	2	Outfront Media	14' x 48'
76	DAWY AND 4TH ST N	2	2	Outfront Media	6' x 12'
77	40TH AVE N AND 34TH ST	1	2	Outfront Media	14' x 48'
78	3335 LUMBERTON	1	2	Outfront Media	14' x 48'
Totals		14	24		

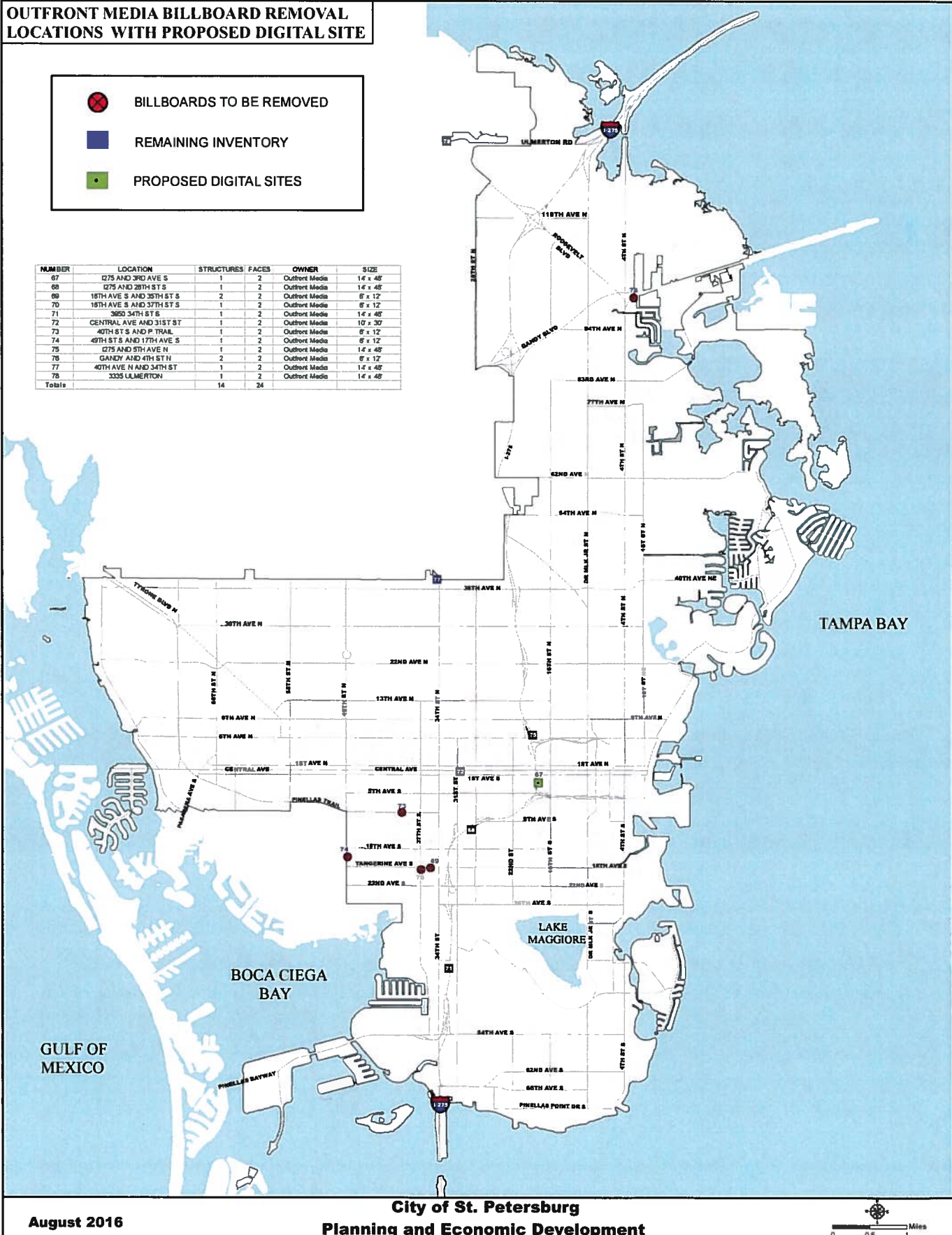
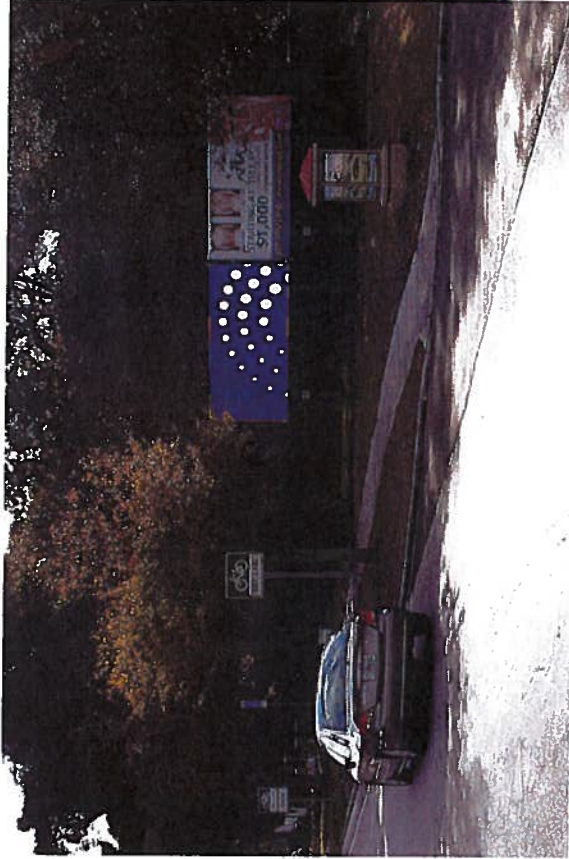


EXHIBIT B**OUTFRONT Media Proposed Removals in the City of St. Petersburg**

NUMBER	LOCATION	STRUCTURES	FACES	OWNER	Unit No.	Parcel ID No.
69	18TH AVE S AND 35TH ST S	2	2	OFM	95421, 95422	27-31-16-15408-001-0080
70	18TH AVE S AND 37TH ST S	1	2	OFM	95431, 95432	27-31-16-15408-004-0080
73	40TH ST S AND P.TRAIL	1	2	OFM	95451, 95452	Unkown
74	49TH ST S AND 17TH AVE S	1	2	OFM	95441, 95442	28-31-16-02106-002-0250
76	GANDY AND 4TH ST N	2	2	OFM	95521, 95522	18-30-17-11322-010-0010

95421

18Th Ave 50 ft E/O 35Th St S (Left Side) S/S FW



Tampa

18+ Weekly Imp. 16,871
Size: 6x12'
Area: Pinellas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.75208
Longitude: -82.681652



6804 Cypress Park Drive Tampa, FL 33634-4402 | (813) 988-5641



95422

18Th Ave 50 ft E/O 35Th St S (Right Side) S/S FW



Tampa

18+ Weekly Imp: 16,871
Size: 5x12'
Area: Pincillas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.75208
Longitude: -82.531652

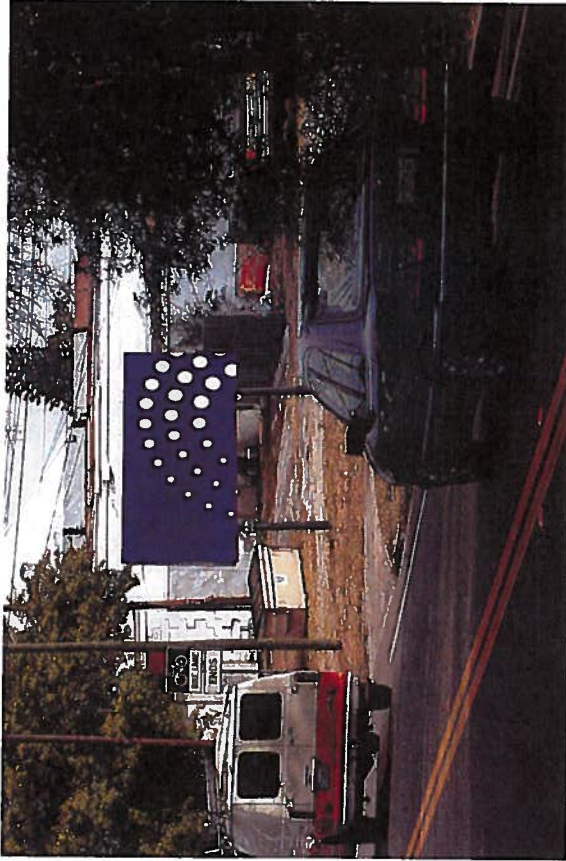


6904 Cypress Park Drive, Tampa, FL 33634-4402 | (813) 885-5541

OUTFRONT
media

95431

37th St S S/O 18th Ave S E/S F/S



Tampa

Size: 6x12'
Area: Pinellas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.751444
Longitude: -82.63331



8904 Cypress Park Drive, Tampa, FL 33634-4682 | (813) 888-5541



95432 37th St S/O 18th Ave S E/S F/N



Tampa

18+ Weekly Imp: 8,185
Size: 6x12'
Area: Pinellas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.75144
Longitude: -82.58331



6804 Cypress Point Drive, Tampa, FL 33634-4402 | (813) 888-5541



95451 40Th St S 15 ft S/O The Pinellas Trail W/S F/S



Tampa

18+ Weekly Imp: 6,733
Size: 6x12'
Area: Pinellas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.752625
Longitude: -82.687654

6904 Cypress Park Drive, Tampa, FL 33634-4462 | (813) 886-5541



95452 40Th St S 15 ft S/O The Pinellas Trail W/S F/N

Tampa

18" Weekly Imp: 7,853
Size: 6'x12'
Area: Pinellas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.762626
Longitude: -82.587654



8904 Cypress Park Drive, Tampa, FL 33634-4462 | (813) 885-5541



95441 49Th St & 17Th Ave S E/S F/N



Tampa

18+ Weekly Imp: 32,696
Size: 6x12'
Area: Pinellas
Zip Code: 33711
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.763832
Longitude: -82.698507



6804 Cypress Park Drive Tampa, FL 33634-4402 | (813) 888-5541

OUTFRONT
media

95442

49Th St & 17Th Ave S E/S F/S

Tampa



6904 Cypress Point Drive, Tampa, FL 33634-4482 | (813) 888-5541



95521 Gandy Blvd 525 ft E/O 4th St. N P1 S/S FW

Tampa



18+ Weekly Imp. 61,541
Size: 6'x12'
Area: Pirellas
Zip Code: 33702
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.863816
Longitude: -82.536899



6904 Cypress Park Drive, Tampa, FL 33634-4482 | (813) 988-5541



95522

Gandy Blvd 525 ft E/O 4th St. N (P2) S/S FW



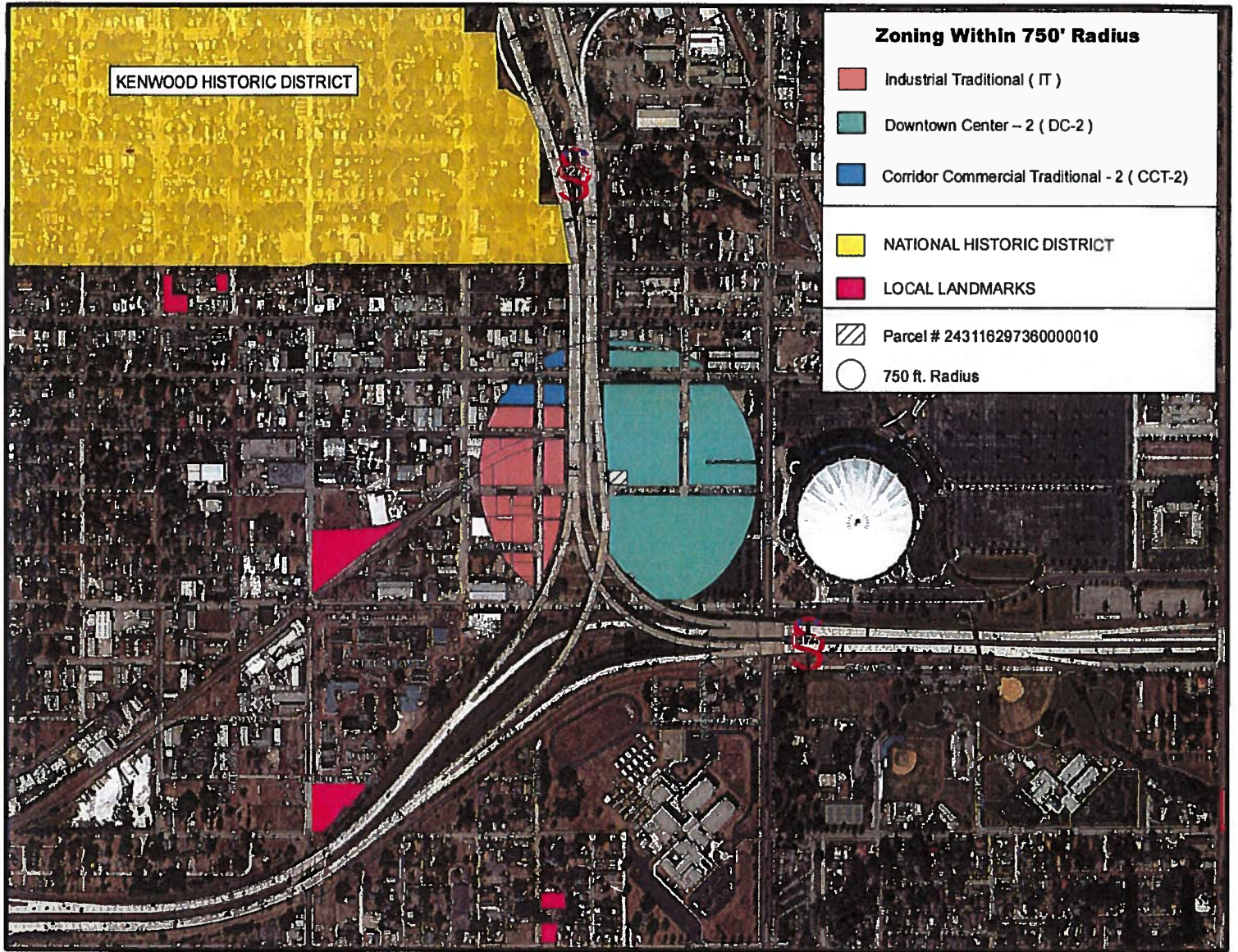
Tampa

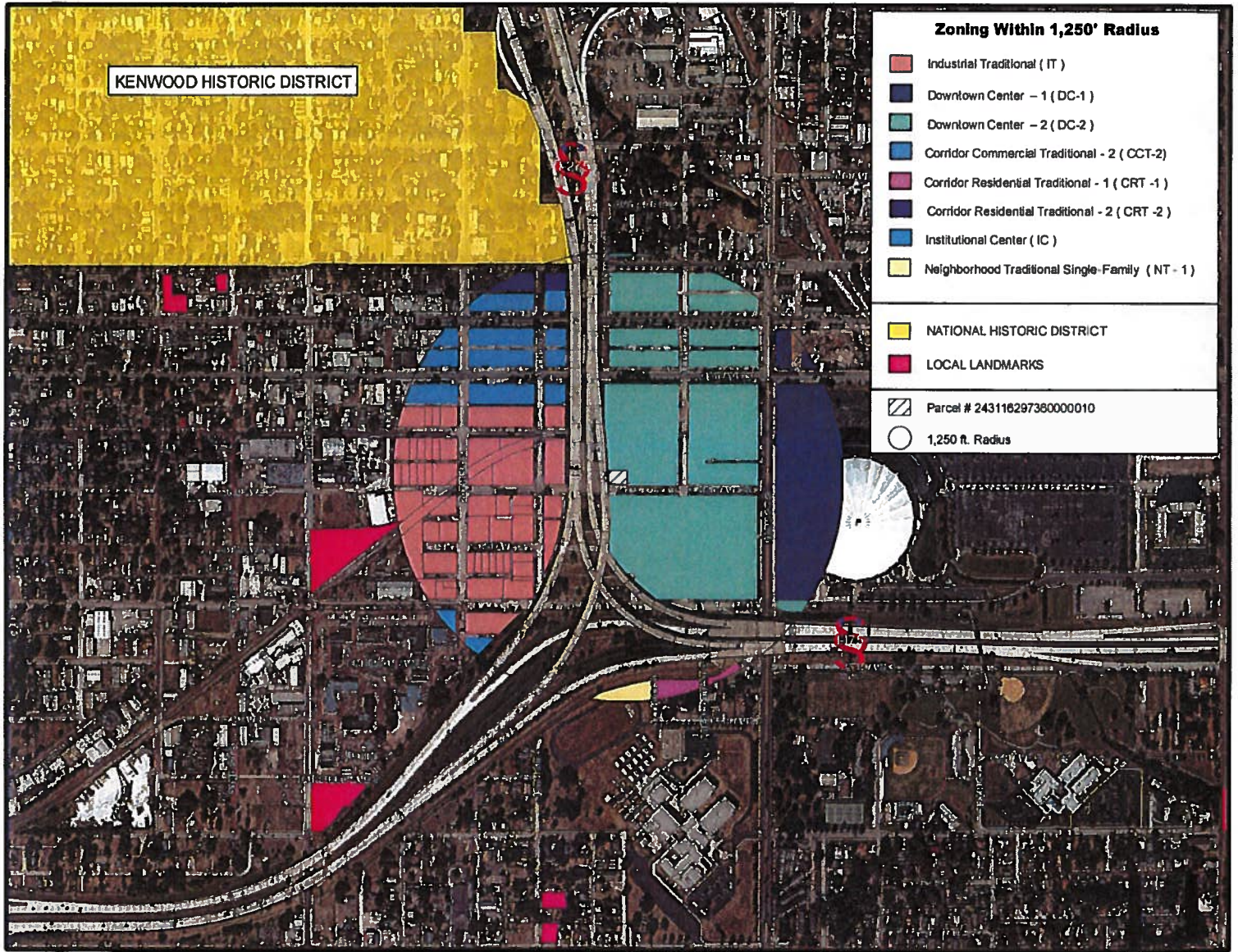
18+ Weekly Imp: 91,541
Size: 6'x12'
Area: Pinellas
Zip Code: 33702
Material: Black Backed Vinyl
Extensions: Not Allowed
Illuminated: No
Latitude: 27.863815
Longitude: -82.636699



8804 Cypress Point Drive, Tampa, FL 33634-4482 | (813) 886-5541







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24-31-16-29736-000-0010

Compact Property Record Card

[Portability
Calculator](#)

Updated August 2, 2016 [Email](#) [Print](#) [Radius Search](#) [FEMA/WLM](#)

Ownership/Mailing Address Change Mailing Address	Site Address
WILLIAMSON, KENNETH W & HYACINTH R TRUST MAJESTIC TRUST 7324 NW 1ST PL PLANTATION FL 33317-2251	0 3RD AVE S ST PETERSBURG



Property Use: 1000 (Vacant Commercial Land - lot & acreage)

Living Units:

[click here to hide] **Legal Description**
FULLER'S 3RD AVE REPLAT TRACT A

File for Homestead Exemption			2016 Parcel Use
Exemption	2016	2017	
Homestead:	No	No	Homestead Use Percentage: 0.00%
Government:	No	No	Non-Homestead Use Percentage: 100.00%
Institutional:	No	No	Classified Agricultural: No
Historic:	No	No	

Parcel Information **Latest Notice of Proposed Property Taxes (TRIM Notice)**

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone (NOT the same as a FEMA Flood Zone)	Plat Book/Page
19073/0708		121030216001	NON EVAC	045/063

2016 Preliminary Value Information

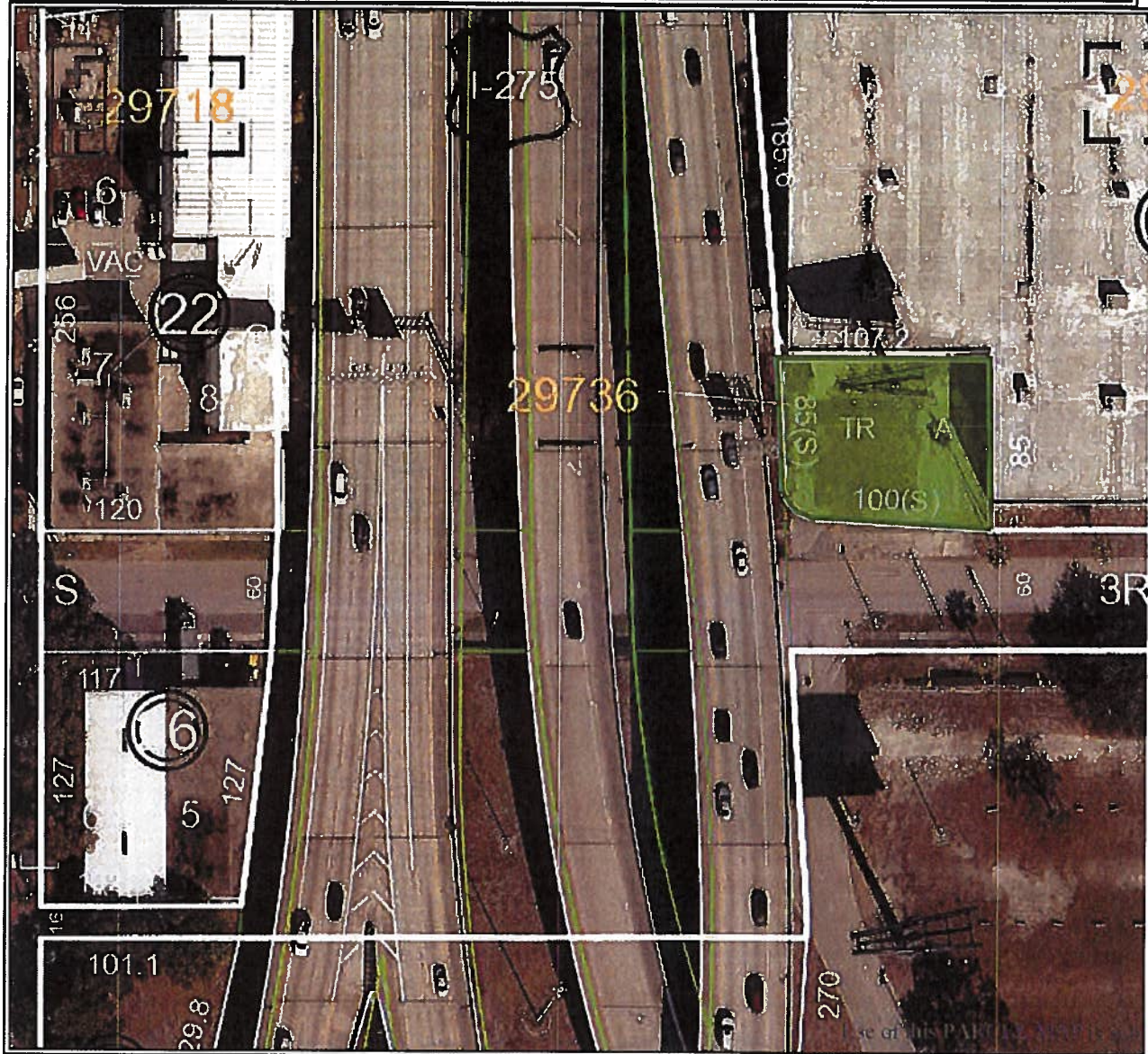
Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2016	\$27,094	\$27,094	\$27,094	\$27,094	\$27,094

[click here to hide] **Value History as Certified (yellow indicates correction on file)**

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2015	No	\$25,288	\$23,842	\$23,842	\$25,288	\$23,842
2014	No	\$21,675	\$21,675	\$21,675	\$21,675	\$21,675

unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting office in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			



[Interactive Map of this parcel](#)
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[Map](#)

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2013	No	\$21,675	\$21,675	\$21,675	\$21,675	\$21,675
2012	No	\$21,675	\$21,675	\$21,675	\$21,675	\$21,675
2011	No	\$21,675	\$21,675	\$21,675	\$21,675	\$21,675
2010	No	\$25,288	\$25,288	\$25,288	\$25,288	\$25,288
2009	No	\$30,706	\$30,706	\$30,706	\$30,706	\$30,706
2008	No	\$33,600	\$33,600	\$33,600	\$33,600	\$33,600
2007	No	\$34,900	\$34,900	\$34,900	N/A	\$34,900
2006	No	\$32,500	\$32,500	\$32,500	N/A	\$32,500
2005	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
2004	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
2003	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
2002	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
2001	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
2000	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
1999	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
1998	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
1997	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900
1996	No	\$28,900	\$28,900	\$28,900	N/A	\$28,900

2015 Tax Information[Click Here for 2015 Tax Bill](#)

Tax District:

Tax Collector Mails 2015 Tax Bills October 31

[SP](#)

2015 Final Millage Rate

22.7869

2015 Est Taxes w/o Cap or
Exemptions

\$576.24

A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. [Click here for more information.](#)

Ranked Sales ([What are Ranked Sales?](#)) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	V/I
04092 / 0703	Ⓢ	\$20,000	Q	
03595 / 0019	Ⓢ	\$5,000	Q	

2016 Land Information

Seawall: No

Frontage: None

View:

Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Vacant Commercial (10)	100x85	3.75	8500.0000	1.0000	\$31,875	SF

[click here to hide] 2016 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
No Extra Features on Record					

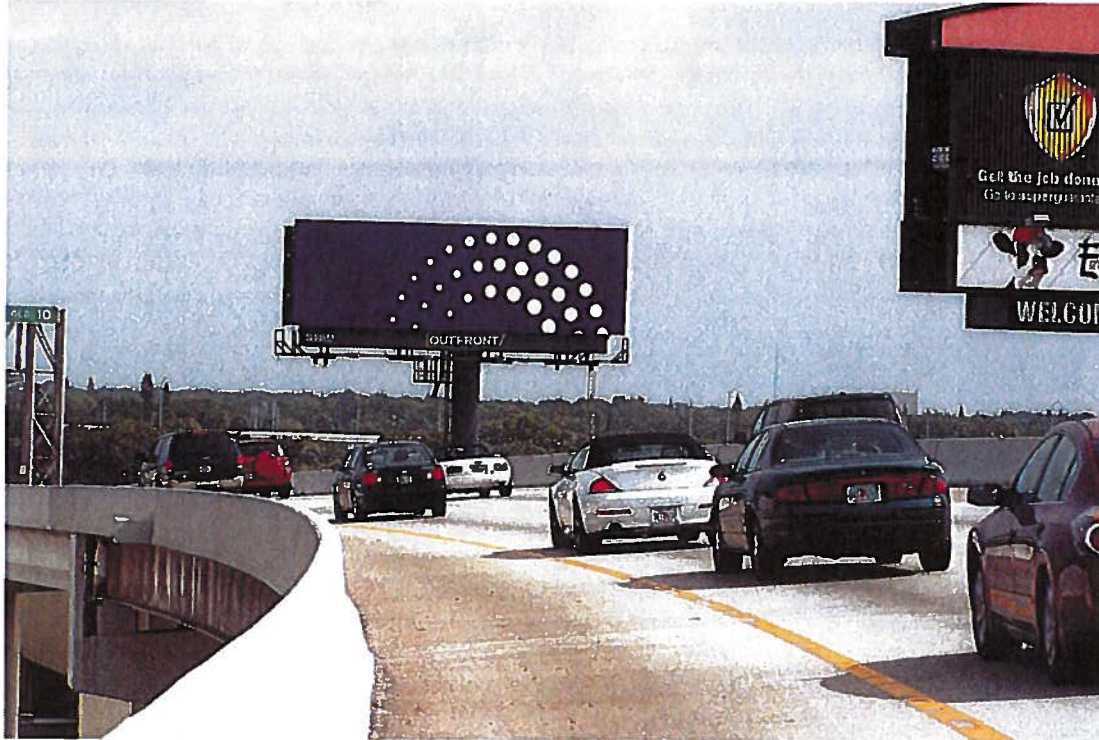
[click here to hide] Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include

49513A

I-275 .60 mi S/O 5Th Ave E/S F/S

Tampa



18+ Weekly Imp: 542,184
Size: 14'x48'
Area: Pinellas
Zip Code: 33712
Material: Black Backed Vinyl
Extensions: Allowed
Illuminated: Yes
Latitude: 27.768683
Longitude: -82.65759

