

BILLBOARD RELOCATION AGREEMENT

This Billboard Relocation Agreement (Agreement) is made by and between OUTFRONT Media LLC (Outfront) and the City of Fresno (City). This Agreement is made as of the Effective Date, as that term is defined below. Hereinafter, Outfront and the City may be referred to individually as "Party" and may collectively be referred to the "Parties."

RECITALS

A. Outfront is an advertising company which owns and operates billboards and other outdoor advertising media throughout California and the nation.

B. The City acquired the real property located just south of 5965 N. Golden State (APN 505-080-37s) (Property) in order to accommodate the City's expansion and improvement of the freeway interchange and related improvements on or around Veterans Boulevard and Highway 99 in the City of Fresno (Project). Outfront owns and operates a billboard on the Property, identified as sign number 68080 (Billboard) pursuant to a written lease agreement with a prior owner of the Property (Lease). A true and correct aerial photograph of the Billboard is attached hereto as Exhibit A.

C. The City notified Outfront that the Billboard needed to be removed to accommodate the Project. Thereafter, Outfront made a claim for just compensation under the California Eminent Domain Law if the City desired removal of the Billboard and acquisition of Outfront's interest in the Property.

D. Thereafter, Outfront and the City engaged in discussions regarding any just compensation owed to Outfront for the acquisition of its interests in the Billboard, the Lease, and the Property. The Parties reached an agreement, as specified herein, whereby the City would make a cash payment to Outfront and, upon timely and proper application by Outfront, issue all necessary City permits and approvals for Outfront to add a second sign face (Relocation Display) to the existing billboard located at 102 East Herndon Avenue, Fresno, California (Relocation Sign). A true and correct aerial photograph of the Relocation Sign is attached hereto as Exhibit B.

E. By this Agreement, the Parties intend to agree upon the terms and conditions upon which the Parties will effectuate the agreement described above and herein.

AGREEMENT

1. Tree Removal Contingency and Effective Date: This Agreement is contingent upon the removal or trimming, pursuant to a mutually agreeable landscape plan between Outfront and the City, of certain trees located adjacent to the Relocation Display (Trees). Outfront shall be responsible for obtaining any required authorizations to trim or remove the Trees from the owners of the properties where the Trees are located. The City shall bear no responsibility for the any costs associated with the removal or trimming of the Trees, other than as set forth in paragraph 2 regarding the tree removal permit. As used herein, the "Effective Date" of this Agreement shall mean and refer to the date the contingency described in this Paragraph has been removed in writing by Outfront or the date in which both the City and Outfront have each executed this Agreement and the same has been delivered to each other Party, whichever occurs later.

2. Permits and Approvals for Relocation Display: The City agrees that the only City permits and approvals necessary for installation and maintenance of the Relocation Display are a development permit and a tree removal permit (collectively, the Permits). Within ten days of the Effective Date, Outfront will submit complete applications for the Permits. The City will pay for all permit fees relating to the application for and issuance of the Permits, but only if Outfront submits Permit applications to the City by July 1, 2018. If Outfront submits Permit applications to the City after July 1, 2018, Outfront will be responsible for all permit fees relating to the application for and issuance of the Permits. Outfront will be responsible for any costs pertaining to construction or engineering plans for the Relocation Display, including but not limited to street work or any associated easements or encroachments necessary to complete the Relocation Display. The City will issue the Permits within twenty days of receipt of Outfront's complete applications for the Permits. The date the Permits are issued by the City and delivered to Outfront is hereinafter referred to as the "Permits Issuance Date."

3. Payment to Outfront: The City shall pay Outfront the sum of \$150,000 (Payment). The Payment shall be made out to "OUTFRONT MEDIA LLC" and shall be mailed via overnight mail to Outfront's counsel at the following address: Brian D. Shaffer, Miller Starr Regalia, 1331 N. California Blvd., Fifth Floor, Walnut Creek, California 94596. The Payment shall be made by the City within fifteen days from the Permits Issuance Date.

4. Removal of the Billboard: Outfront will remove all above-grade portions of the Billboard from the Property to current grade within thirty days from the later of the Permits Issuance Date or the Payment Date. The continued presence of any below-grade improvements shall not constitute continued occupancy of the Property by Outfront. Outfront shall have no obligation to remove the Billboard unless and until the Permits have been issued and delivered to Outfront and the Payment has been received by Outfront, as specified herein.

5. Release: Following the delivery of the Payment to Outfront, the issuance of the Relocation Permits by the City, the removal of the Billboard required by this Agreement, and the installation of the Relocation Display, the Parties hereby release each other, and their employees, officers, elected officials, agents, successors and assigns from liability regarding any and all actions, causes of action, claims, demands, damages, costs, liens, expenses, liabilities, loss of business goodwill, loss of fixtures or equipment, and claims for just compensation under the Eminent Domain Law, the Uniform Relocation Assistance Act, the Outdoor Advertising Act, inverse condemnation, or any other legal or judicial theory that may give rise to a claim for compensation, attorneys' fees or debts whatsoever, in law or in equity, arising out of the Billboard, the Relocation Display, and/or the Lease. Nothing contained in this paragraph or elsewhere in this Agreement shall be deemed to release or relieve any Party of its obligations under this Agreement.

6. Waiver of Civil Code § 1542: With respect to the claims released in Paragraph 5 of this Agreement, the Parties hereby expressly waive the provisions of Section 1542 of the Civil Code of the State of California which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of

executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor.

The Parties acknowledge that the effect and import of Section 1542 has been explained to them by counsel. The Parties further acknowledge and agree that these waivers of rights under Section 1542 of the Civil Code have been separately bargained for and are essential and material terms of this Agreement and, without such waivers, the Parties would not have entered into this Agreement.

7. The outdoor advertising relocation pursuant to this Agreement is being done pursuant to §§ 5412 and 5443.5 of the California Outdoor Advertising Act (Bus. & Prof. Code, § 5200 et seq.). Those sections authorize and encourage the relocation of outdoor advertising displays as will be accomplished through this Agreement.

8. The City represents and acknowledges that the Relocation Sign is a legal use under the Fresno Municipal Code and that the City is not aware of any violation of local or state pertaining to the Relocation Sign.

9. This Agreement reflects the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings, statements, representations, and promises. The terms of this Agreement are contractual and not merely recitals. Any modifications to this Agreement must be approved by all Parties in writing.

10. This Agreement is intended to benefit only the Parties to it. Nothing in this Agreement (whether express or implied) is intended to or shall (a) confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective successors and assigns, (b) relieve or discharge the obligation or liability of any third person to any party hereto, or (c) give any third person any right of subrogation or action against any party to this Agreement.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

12. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in portable document format (.pdf file extension), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or electronically shall be deemed to be their original signatures for all purposes.

13. If any provision of this Agreement is held to be invalid or unenforceable, the remainder hereof shall remain valid, enforceable, and in full force and effect. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement may be enforced by any procedure permitted by law.

14. The Parties hereby represent and warrant (a) that they own all rights, titles and interests to any and all claims released herein; and (b) that they have not assigned or

agreed to assign any such right, title, interest, claim, or cause of action, in whole or part, to any other Party, (c) that they have not assigned, agreed to assign, or purported to have assigned or agreed to assign any rights, titles, or interests in any claim or cause of action that would be part of the claims released in this Agreement, and (d) that they now have full power and authority to compromise, settle, extinguish, and release all such rights, titles, interests, claims, demands, actions, and causes of actions released in this Agreement. The individuals signing herein acknowledge that they have the authority to sign on behalf of the respective Parties to this Agreement.

15. No waiver of any breach of this Agreement, or any provision contained herein, will be deemed a waiver of any preceding or succeeding breach thereto or of any other agreement or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligations or act.

16. The preparation of this Agreement has been a joint effort of the Parties, and thus any term or provision contained herein may not be construed more strictly or liberally for or against any of the Parties.

17. The Parties agree to bear their own costs and fees, including attorneys' fees, related to this matter.

18. This Agreement is binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

19. The Parties agree that all settlement discussions, correspondence and other communications conducted in the negotiation of this Agreement and any drafts thereto, are confidential and shall remain so to the fullest extent permissible.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

OUTFRONT MEDIA LLC

By: _____
Wilma Quan-Schechter
City Manager

By: 
Name: Chris Steinbacher

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: Executive Vice President – Real Estate
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: 
Tracy N. Parvanian
Senior Deputy City Attorney

APPROVED AS TO FORM:

MILLER STARR REGALIA

By: 
Name: Brian Schaffer

ATTEST:
YVONNE SPENCE, MMC
City Clerk

Title: Attorneys for OUTFRONT Media LLC

By: _____
Deputy

Exhibit A – Aerial picture of Sign No. 68080

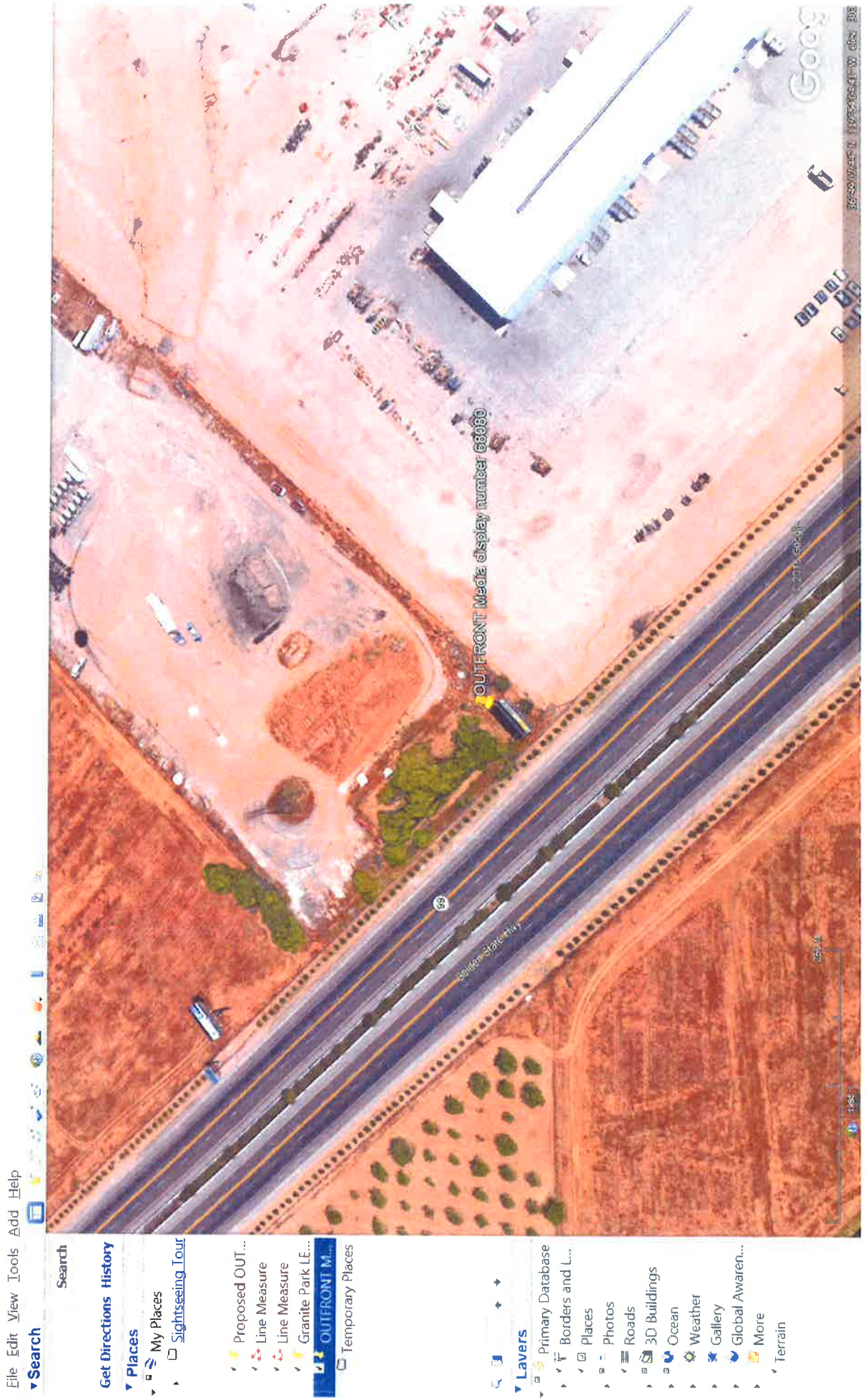


Exhibit B – aerial picture of the relocation to 102 E. Herndon

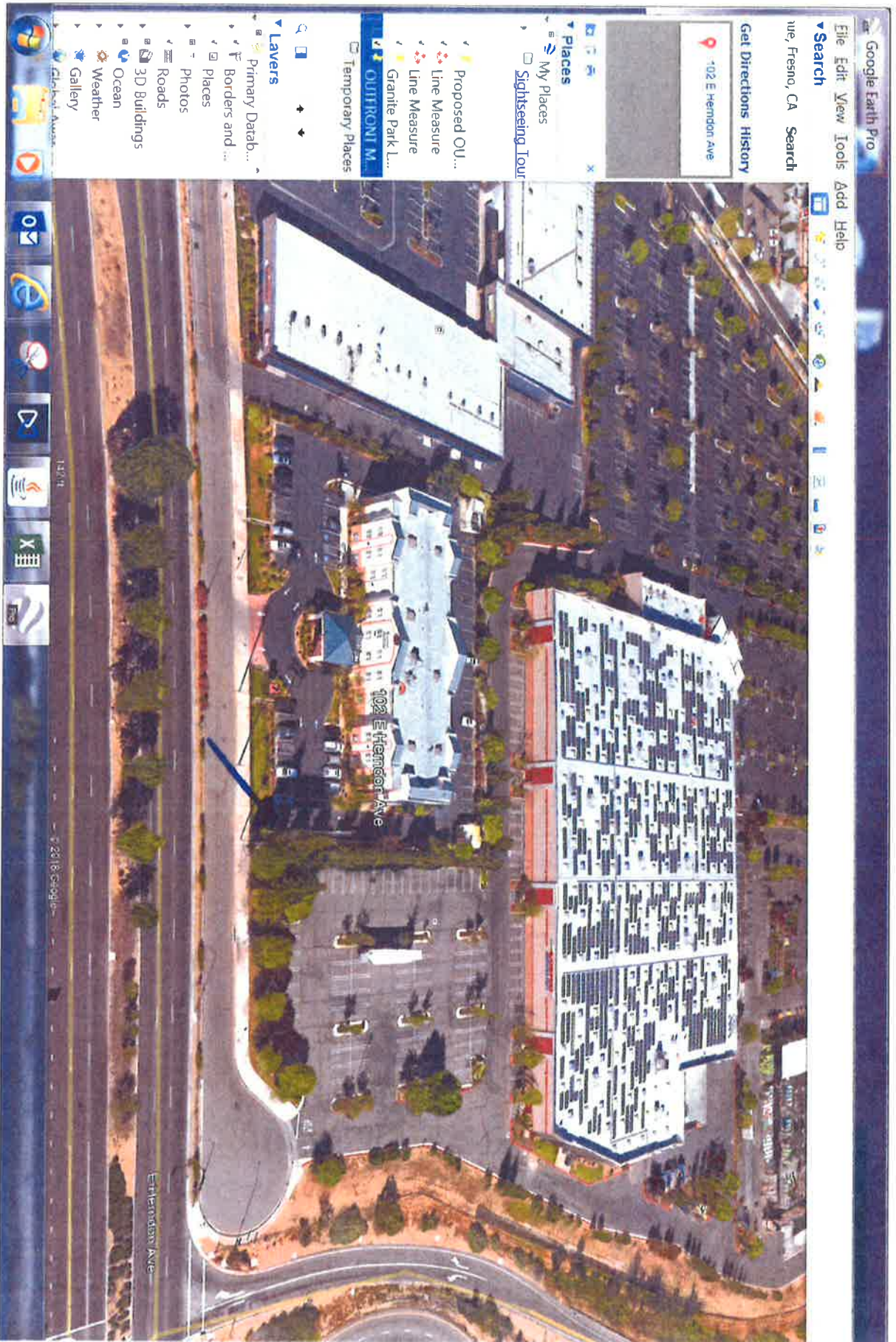




Image capture: May 2017 © 2018 Google

Fresno, California

Exhibit B