

BILLBOARD REMOVAL AND RELOCATION AGREEMENT

THIS BILLBOARD REMOVAL AND RELOCATION AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 2016 (the "Effective Date"), by and among the CITY OF GARDEN GROVE, a municipal corporation ("City") and OUTFRONT MEDIA LLC, a Delaware limited liability company ("Company"). City and Company are sometimes referred to in this Agreement separately as "Party" or collectively as "Parties."

RECITALS

A. This Agreement is entered into pursuant to Section 5412 of the California Outdoor Advertising Act, Business and Professions Code Sections 5200 *et seq.*, (the "Act") and Section 9.20.110 of the Garden Grove Municipal Code (hereafter, "GGMC Section 9.20.110).

B. Company currently owns and operates certain legal non-conforming billboards on sites within City's jurisdictional boundaries (the "Existing Billboard Sites"), consisting of five (5) billboard sign faces and associated structures, which Company has agreed to permanently remove pursuant to, and subject to the conditions of, this Agreement (the "Existing Billboards"). The Existing Billboards and Existing Billboard Sites are more specifically described and depicted on Exhibit "A-1," which is attached hereto and incorporated herein by reference.

C. In accordance with GGMC Section 9.20.110, Company seeks to install one (1) new relocated billboard advertising structure having a total of two (2) automatically changeable digital displays oriented towards the State Route 22 Freeway (the "East-Facing Digital Billboard" and the "West-Facing Digital Billboard," respectively, and together, the "Digital Billboards") on property located at approximately 13512 Newhope Street, with APN No. 100-125-02, in the City of Garden Grove, County of Orange, California (the "Relocation Site"). The Digital Billboards and the Relocation Site are more specifically described and depicted on Exhibit "A-2," which is attached hereto and incorporated herein. The owner of the fee interest for the Relocation Site is different than Company and is referred to herein as "Owner." As of the Effective Date of this Agreement, the Relocation Site is subject to that certain lease, dated as of November 13, 2014, by and between Outdoor Associates, LLC, as tenant, and Reuben Casey Family Trust, as landlord (the "Lease"). Assignment of the tenant's interest in the Lease to the Company is necessary in order for Company to have the right to construct and operate the Digital Billboards on the Relocation Site.

D. Removal of the Existing Billboards from the Existing Billboard Sites and construction and installation of the Digital Billboards at the Relocation Site are collectively referred to in this Agreement as the "Project."

E. On September 15, 2016, City's Planning Commission conducted a duly noticed public hearing regarding the Project and adopted Resolution No. 5867-16 recommending City Council adoption of a mitigated negative declaration for the Project and approving Site Plan No. SP-027-2016 and Variance No. V-013-2016 for erection of the Digital Billboards, subject to City Council approval of this Agreement.

F. On the Effective Date, at a duly noticed public meeting, City's City Council adopted a mitigated negative declaration for the Project pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Section 15000 et seq. (the "Mitigated Negative Declaration"), approved this Agreement and authorized City's City Manager to execute this Agreement on behalf of the City.

G. GGMC Section 9.20.110 authorizes the erection and operation of the Digital Billboards at the Relocation Site pursuant to SP-027-2016, Variance No. V-013-2016, and this Agreement.

H. City's City Council has found this Agreement is in the best public interest of City and its residents, entry into this Agreement constitutes a present exercise of City's police power, and this Agreement is consistent with City's General Plan. The Project is intended to achieve a number of City objectives including utilizing the areas adjacent to the State Route (SR) 22 Freeway in exchange for removal of billboards elsewhere in the City. As an additional material consideration for City's approval of this Agreement, Company has agreed to provide public services to City, as set forth in Section 4 of this Agreement, and to pay the Processing Fee, One-Time Mitigation Fee and Annual Mitigation Fee, as set forth in Section 7 of this Agreement.

I. City and Company desire to enter into this Agreement to memorialize the terms and conditions upon which Company may undertake the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. CONDITIONS TO AGREEMENT'S EFFECTIVENESS. Company understands and hereby acknowledges the effectiveness of this Agreement is subject to the approval of demolition permits from City's Building Division for the removal of the Existing Billboards and the Development Approvals, as described in Subsection 5.a., below. City understands and hereby acknowledges that the effectiveness of this Agreement is subject to the Company's taking by assignment and assuming the tenant's interest in the Lease for the Relocation Site. The Parties understand and agree (i) this Agreement does not bind City to approve any Development Approvals; (ii) all necessary City legislative acts and the Development Approvals can be approved and take effect, if at all, only after all applicable notice, public hearing, review, and consideration requirements required by law have been satisfied; and (iii) except as otherwise expressly provided herein, Company shall not be required to take any of the actions or provide any of the benefits to City under this Agreement until and unless all required Development Approvals are provided in final form acceptable to the Company and Company shall have taken by assignment the tenant's interest under the Lease for the Relocation Site. The Parties further agree Company shall not be obligated to commence demolition or construction related to the Project, including removal of the Existing Billboards, if (i) any of the Development Approvals (as hereinafter defined) are not issued or expire and are not extended for such periods as

Company shall deem to be necessary, despite good faith effort by Company to obtain the same, or (ii) the Company shall not have taken by assignment and assumed the tenant's interest under the Lease; and if any of the Development Approvals are not issued, or the Company shall not have so taken by assignment and assumed the tenant's interest under the Lease, within twelve (12) months of the Effective Date, then this Agreement shall be deemed null and void; provided, however, that such period may be extended by mutual written agreement of the Company and City, acting through their duly authorized representatives. Upon request by the City, the Company shall provide the City with a copy of the Lease, all amendments thereto, and the agreement pursuant to which the Company shall have taken by assignment and assumed the tenant's interest in the Lease.

2. REMOVAL OF EXISTING BILLBOARDS.

a. Permanent Removal of the Existing Billboards. In consideration of the City's approval of Company's request to relocate and construct the Digital Billboards pursuant to this Agreement, prior to commencing installation and construction of the Digital Billboards upon the Relocation Site, Company, at its sole cost and expense, shall secure all prior approvals as described in Subsection 2.b., below, and permanently remove the Existing Billboards within the times set forth in the Schedule of Performance included in Exhibit "B," which is attached hereto and incorporated herein by reference. Company shall not install any replacement billboard or other outdoor advertising display or sign upon any of the Existing Billboard Sites or anywhere else (other than the Relocation Site) within City's jurisdictional boundaries.

b. Removal Requirements. Removal of the Existing Billboards shall be in accordance with any applicable Federal, State, or local regulations, including regulations of City, and subject to the approval of City's Building Official or designee, provided, however, that the Parties each acknowledge and agree that the Existing Billboards shall be deemed to have been satisfactorily removed for purposes of this Agreement so long as such removal is performed in accordance with the requirements, if any, of any applicable lease or other agreement applicable to the Existing Billboards and no remnants of the sign structures remain visible above ground. Company shall, at its sole cost and expense, secure all required permits to remove and properly transport the Existing Billboards from the Existing Billboard Sites, and not store any portion of the removed Existing Billboards on the Existing Billboard Sites or any other location within City's jurisdictional boundaries.

c. Waiver and Release. Upon receipt of any required final Development Approvals for the Digital Billboards on the Relocation Site, Company shall be deemed to have waived any and all rights it may have under Federal, State or local laws or other regulations of any kind whatsoever, including, but not limited to, the Act, to challenge any or all of the requirements of this Agreement. Further, Company, on behalf of its predecessors, successors and assigns, hereby waives and releases the City and its employees, officers, elected officials, agents, successors and assigns from liability relating to any and all actions, causes of action, claims, demands, damages, costs, liens, expenses, liabilities, defenses, lost profits, lost revenues or rents, lost opportunity, loss of business goodwill, loss of machinery, loss of leasehold value (bonus value), loss of

fixtures or equipment, loss of improvements pertaining to realty, pre-condemnation damages or damages related to unreasonable conduct, severance damages, relocation benefits, attorney's fees and debts whatsoever, in law or equity, it has or may have, arising out of or relating to the removal of the Existing Billboards.

The Company acknowledges that it has read section 1542 of the Civil Code of the State of California which in its entirety states:

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 creditor.

The Company hereby expressly waives any right or benefit which it might have under section 1542 of the Civil Code of the State of California. The Company understands and agrees that by signing this Agreement, it is giving up any and all claims that it may have against the City, including claims that it may not presently know or suspect to exist.

d. Notwithstanding the foregoing subparagraphs, the Parties agree GGMC Section 9.20.110 shall apply to this Agreement and Company may take benefit of that Section.

3. INSTALLATION AND OPERATION OF DIGITAL BILLBOARDS. Provided Company secures and maintains all Development Approvals required under Subsection 5.a., below, and within the times set forth in the Schedule of Performance included in Exhibit "B," Company, at its sole cost and expense, may install the Digital Billboards upon the Relocation Site. For the entire term of this Agreement, the Digital Billboards and Company's installation, construction, and operation of the Digital Billboards shall comply with all applicable Federal, State, and local laws and regulations, all applicable provisions of the Garden Grove Municipal Code, all conditions of approval applicable to any Development Approvals, and all applicable mitigation measures identified in the Mitigated Negative Declaration.

4. PUBLIC SERVICES.

a. Civic Promotions. Subject to the conditions and parameters of this Subsection 4.a., Company agrees to provide free advertising time on the Digital Billboards to City for the promotion of community events, tourism activity and events, and other civic interests of the City, including, but not limited to, promotion of the City's Grove District Resort area and the properties therein ("Civic Promotions").

(i) Amount of Advertising Time for Civic Promotions. Following the Commencement Date, Company shall permit City to use a minimum of the equivalent of one (1) spot in a standard nine (9) spot rotation on one of the Digital Billboards for the entire term of the Agreement for Civic Promotions, without charge for advertising space. Such Civic Promotions shall be displayed on the west-facing Digital Billboard, unless otherwise agreed in writing by Company and City. The foregoing obligation of Company to provide free advertising space to City for Civic Promotions shall be and remain in effect only during those periods Company is

operating the Digital Billboards with electronic/digital technology. In the event Company removes or is unable to operate the Digital Billboards for any reason, Company's obligation to provide free advertising space to City for any reason shall be suspended for the period of time it is not operating the Digital Billboards.

- (ii) Process for City Requests to Utilize Advertising Space for Civic Promotions. City shall be responsible for providing Company with its Civic Promotions, which may be updated by City at any time, and for any costs associated with providing Company with associated artwork in acceptable format. City shall notify Company at least forty-five (45) days before the proposed display date of a Civic Promotion. City must submit "camera ready art" utilizing formats and protocols acceptable to Company from time to time or pay production costs. All copy shall be submitted to Company at least ten (10) business days in advance. Civic Promotions will be subject to Company's standard advertising copy rejection and removal policies, which allow Company, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed.
- (iii) Limitations on City. City shall not charge for, or exchange goods or services for, any advertising space on the Digital Billboards provided by Company to City pursuant to this Agreement; provided, however, that this limitation shall not be construed to prevent City from entering into agreements to promote properties within the City in conjunction with its tourism promotion activities, so long as City does not sell advertising for profit. In addition, it is expressly understood and agreed that Civic Promotions may not include any names, logos, marks, products, or services associated with any commercial entity or any third party non-governmental person or entity that is not located in, sponsored by or affiliated with the City. The forgoing limitation shall not be construed to prohibit the display of names, logos, or marks of organizations associated with City events or activities.
- (iv) Indemnity. City shall and hereby does agree to indemnify, defend and hold harmless Company for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorney's fees), losses, actions, or liabilities arising from or in connection with any third party allegation that any portion of any Civic Promotion provided by City infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity obligation shall not include Company's lost profits or consequential damages.
- (v) The Parties mutually agree that this Subsection 4(a) is consistent with the purpose, intent, and requirements of Subsection (D)(3)(k)(vi) of GGMC Section 9.20.110.

b. Public Safety Announcements. Company shall utilize the advertising space on the Digital Billboards for regional emergency announcements and alerts, Amber Alerts, and wanted criminal postings from law enforcement, without charge, as reasonably necessary, in accordance with applicable local, regional, and/or state protocols.

c. Prohibited Use. Company has stated its intent is and agrees not to utilize any of the Digital Billboards to advertise tobacco products, medical or recreational cannabis, adult entertainment businesses, as defined in the Garden Grove Municipal Code, conferences/conventions for any of the foregoing prohibited uses, or sexually explicit messages.

5. DEVELOPMENT APPROVALS.

a. Company shall, at its own expense and before commencement of demolition, construction, rehabilitation or development of any of the Existing Billboards, the Digital Billboards or other work of improvement upon the Existing Billboards Sites or the Relocation Site, secure or cause to be secured all necessary permits and approvals, which may be required by all City, State, or any other governmental agency or utility affected by such construction, development or work to be performed by Company related to the Project, including, but not limited to, SP-027-2016, Variance No. V-013-2016, and any necessary extensions thereof, all other permits and approvals required pursuant to the Garden Grove Municipal Code, if any, building and demolition permits, and all approvals required under CEQA and the State CEQA Guidelines, and all permits and approvals required from the California Department of Transportation ("Caltrans") for the construction and operation of both Digital Billboards (collectively "Development Approvals"). Not by way of limiting the foregoing, in developing and constructing the Project, Company shall comply with all (1) then applicable development standards and requirements contained in, or promulgated under, the Act and/or the Garden Grove Municipal Code, (2) conditions of approval related to each of the Development Approvals applicable to the Project, (3) necessary NPDES requirements pertaining to the Project, (4) mitigation measures set forth in the Mitigated Negative Declaration, (5) all building codes, and, (6) if applicable, landscaping requirements, except as may be permitted through approved variances and modifications. Company shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Development Approvals which are standard for and uniformly applied to similar projects in the City.

b. Company understands the approval of this Agreement shall not be deemed or construed as granting any Development Approvals yet to be obtained from City or any other entity having jurisdiction over the Project. It is expressly understood by the Parties hereto that City makes no representations or warranties with respect to the Development Approvals, nor does City make any representation or warranty that City will exercise, in any manner or at all, its discretionary police power authority over the Project as to any Development Approvals described in Subsection 5.a. in any particular manner. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee Development Approvals will be issued within any particular time or with or without any particular conditions.

6. TERM OF AGREEMENT. Provided this Agreement remains effective and has not become null and void pursuant to Section 1, unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect for a thirty (30) year period commencing on the Commencement Date. The "Commencement Date" shall be the day that both of the following are true (i) Company has obtained all Development Approvals, and (ii) the Digital Billboards are fully constructed and operational, have electrical power from a permanent source, and have passed the City's final inspection. Company may notify City up to twelve months prior to the expiration date of this Agreement of its desire to extend the term of this Agreement and City and Company shall enter into negotiations and may agree to extend the term of this Agreement pursuant to a mutual agreement in writing upon terms acceptable to both parties. In the event the Parties agree to an extension, it is expressly understood and agreed that, in the event Company is unable to operate the Digital Billboards on the Relocation Site with digital faces at the time of expiration of this Agreement, such extension shall allow operation of the billboard sign structure with non-digital static sign faces. Following termination or expiration of this Agreement and provided no extension of this Agreement is agreed to, within ninety (90) days after the date of the termination or expiration of this Agreement, Company shall, at its sole cost and expense, secure all required permits to, and shall, remove and properly transport the Digital Billboards from the Relocation Site, and not store any portion of the removed Digital Billboards on the Relocation Site or any other location within City's jurisdictional boundaries. The Digital Billboards shall be deemed to have been satisfactorily removed for purposes of this Section 6 so long as no remnants of the sign structures remain visible above ground. If Company fails to remove all of the Digital Billboards from the Relocation Site within ninety (90) days of termination or expiration of this Agreement, as provided above, City shall be entitled to remove the remaining Digital Billboards and dispose of the same. The applicable provisions subsection 11.e., below, shall apply if City is required to exercise its rights to remove and dispose of the Digital Billboards pursuant to this Section.

7. PROCESSING FEE AND MITIGATION FEES.

a. Processing Fee. Within fifteen (15) days after approval of this Agreement by City, Company shall provide City with a payment ("Processing Fee") in the amount of Ten Thousand Dollars (\$10,000.00) to defray City's costs in negotiating and preparing this Agreement. The Processing Fee shall be in the form of a non-refundable cashier's check, wire transfer, corporate check, or other instrument approved by City's Finance Director. City shall retain and use the Processing Fee, or any part thereof, for any public purpose within City's discretion. The Processing Fee shall be separate from (i) all business license fees and taxes (due by Company to City annually), (ii) the One-Time Mitigation Fee and Annual Mitigation Fee (as such terms are defined in Section 7.b., below) and (iii) any applicable development fees and charges required by City to review the appropriate permits for the Project, including but not limited to, any duly adopted plan check, building permit and/or other fees imposed by City as part of its normal governmental operations (collectively, the items listed in (iii) are hereinafter referred to as "Development Fees").

b. Mitigation Fees. Company and City agree an up-front, one-time fee and subsequent annual fee paid by Company to City would help mitigate the aesthetic, cultural, economic, and other impacts of the Project on City and the surrounding

community, because those fees will provide City resources to fund the provision and maintenance of other aesthetic improvements and cultural events in the City, including, but not limited to, the provision and continued maintenance of community events, street furniture, bike racks, landscaping within the parks and public rights-of-way, park improvements, banners, public art, and other existing and future improvements within the City. The Parties therefore agree Company shall pay City (i) an up-front one-time mitigation fee in the amount of One Hundred Thousand Dollars (\$100,000.00) (“One-Time Mitigation Fee”) and (ii) an annual mitigation fee with respect to each of the East-Facing Digital Billboard and the West-Facing Digital Billboard, as set forth in Exhibit C, hereto, which is incorporated herein by this reference (the "Annual Mitigation Fee"). The One-Time Mitigation Fee shall be paid no later than ninety (90) days after the Company has obtained all Development Approvals required for the Project. The first three (3) installments of the Annual Mitigation Fee shall be paid no later than ninety (90) days after the Commencement Date. Commencing the fourth year following the Commencement Date, and each year thereafter, each remaining installment of the Annual Mitigation Fee shall be made on or before the annual anniversary of that first payment until each of the Annual Mitigation Fee installments have been paid in full. It is expressly understood and agreed that, in the event Company removes the digital display unit from either of the Digital Billboards and temporarily or permanently replaces such digital display unit with a non-digital static sign face in accordance with Subsection (D)(3)(l) of GGMC Section 9.20.110, then the amount of the Annual Mitigation Fee payable thereafter with respect to such sign face shall be fifty (50%) of the Annual Mitigation Fee amount(s) set forth in Exhibit C for those annual period(s) during which the sign is not operated as a Digital Billboard; provided, however, that if Company subsequently reinstalls a digital display unit and operates the sign face as a Digital Billboard, Company's obligation to pay the full Annual Mitigation Fee with respect to that sign face shall re-commence, payable on a pro-rata basis following the date of such reinstallation with respect to the annual period during which the digital display is reinstalled, and annually thereafter as long as the sign face is operated as a Digital Billboard.

8. REGULATION BY OTHER PUBLIC AGENCIES. It is acknowledged by the Parties other public agencies, including, but not limited to, Caltrans, are not subject to control by City and may possess authority to regulate aspects of the Project as contemplated herein, and this Agreement does not limit the authority of any of those other public agencies. Company acknowledges and represents, in addition to City's regulations, Company shall, at all times, comply with all applicable Federal, State and local laws and regulations applicable to the Digital Billboards and the Relocation Site. To the extent any such other public agency or agencies preclude development or maintenance of the Project, Company shall have the right to terminate this Agreement by delivery to City of notice of termination, along with evidence reasonably satisfactory to City that the development and/or maintenance of the Project has been precluded by another agency or agencies. Upon delivery of such evidence and notice of termination to the City, this Agreement shall be deemed terminated and Company shall not be further obligated under this Agreement, provided, however, that such termination shall not affect the Company's obligation to pay any Development Fees that have already accrued, to pay the Processing Fee pursuant to Section 7.a., to pay any Mitigation Fees that have already accrued pursuant to Section 7.b., if any, to indemnify and defend the City Parties for any Indemnified Claims and

Liabilities pursuant to Section 9, and/or to remove the Digital Billboards from the Relocation Site in accordance with Section 6, if applicable.

9. INSURANCE AND INDEMNITY.

a. Indemnity. Company, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims against City for damage to property and for injuries to persons in or about the Relocation Site or the Existing Billboard Sites, from any cause relating to Company's activities related to this Agreement; provided that the foregoing shall not be construed to constitute a waiver by Company of any claims against City arising out of City's negligent acts or omissions or willful misconduct or the negligent acts or omissions or willful misconduct of any City Parties (as hereinafter defined). Company shall indemnify, defend and hold harmless City and each of its officers, agents, and employees (collectively the "City Parties") from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, reasonable attorney's fees and court costs (hereinafter "Indemnified Claims and Liabilities") that may be asserted or claimed by any person, firm or entity not a Party to this Agreement arising out of or in connection with (i) the City's approval of the Project and/or this Agreement, (ii) Company's breach of any of its obligations under this Agreement; (iii) any negligent act or omission of Company, its employees, agents, representatives, or contractors in the performance of Company's obligations or the exercise of Company's rights under this Agreement, and/or (iv) the City's exercise of its rights under Section 6 and subsection 11.e of this Agreement. Indemnified Claims and Liabilities shall include, without limitation, any action or challenge brought for any reason by a third party, including but not limited to any person with an interest in the Existing Billboards, the Existing Billboard Sites or the Relocation Site, against this Agreement or against City Parties, that is directly or indirectly related to City's approval of this Agreement or the exercise by City of its rights under this Agreement. Notwithstanding the foregoing provisions of this subsection 9(a), in the event any third-party claim, action or proceeding seeking to set aside, void, annul or otherwise challenge the validity of the Agreement and/or the City's approval of the Project or the Agreement is brought against the City and/or any City Parties prior to Company's installation of the Digital Billboards on the Relocation Site, Company shall have the right, exercisable in its sole discretion by delivery of notice to City within ten (10) business days after Company's receipt of notice of such third-party claim, action or proceeding from City, to terminate this Agreement and withdraw all applications for permits and/or approvals related to the Project, in which event this Agreement shall be deemed terminated and null and void as of the date specified in such notice to City. In the event that this Agreement shall be so terminated after Company shall have removed the Existing Billboards from the Existing Billboard Sites in accordance with the provisions of this Agreement, then City hereby expressly agrees that Company shall be entitled, at its sole cost and expense, to re-install the Existing Billboards (or billboards of the same type and size) at the same locations on the Existing Billboard Sites and that such billboards, once re-installed, shall be deemed to have the same legal nonconforming status as the Existing Billboards, had they not been removed.

b. Company will defend, with counsel reasonably approved by the City, any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein once notified of the existence of such claims by the City and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

c. Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, subcontractors or employees.

d. Covenant Not To Sue. The Parties to this Agreement, and each of them, agree this Agreement and each term hereof is legal, valid, binding, and enforceable. The Parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other Party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

e. Third Party Challenge. In the event of a third-party challenge to this Agreement, and a final court order or judicially approved settlement resulting in the removal of one or more Digital Billboards, Company shall be entitled, in its sole discretion, to replace the removed Digital Billboard(s) with a non-digital billboard sign face or faces in accordance with subsection D(3)(l) of GGMC Section 9.20.110. If Company exercises such right, then Company shall pay the City the reduced Annual Mitigation Fee for the replacement non-Digital Billboard in accordance with Subsection 7.b. and the City shall not be entitled to claim any lost revenues or damages as a result of such election by Company.

Notwithstanding any other provision of this Agreement, Company's indemnification and defense obligations as set forth in this Agreement shall survive the termination of this Agreement.

f. Insurance. Prior to commencing removal of any of the Existing Billboards and/or installation of the Digital Billboards on the Relocation Site, and during the entire term of this Agreement, without any period of lapse, Company shall procure and maintain, at its sole cost and expense, in a form and content reasonably satisfactory to the City, the following policies of insurance:

- i. Commercial General Liability Insurance. A policy or policies of commercial general liability insurance written on a per occurrence basis with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate, including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations, and not excluding XCU. **Claims made and modified occurrence policies are not acceptable.** Insurance companies must be reasonably acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City. The Commercial General Liability policy(ies) shall

name the City Parties as additional insureds. Each insurer shall waive its rights of subrogation against the City Parties. Any excess liability policies shall follow form. If the Company maintains higher insurance limits than the minimums shown above, the Company shall provide coverage for the higher insurance limits otherwise maintained by the Company.

- ii. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California. The insurer shall waive its rights of subrogation against the City Parties.

The Commercial General Liability Insurance policy(ies) of insurance shall, either as part of each policy or by endorsement (i) name the City Parties as additional insureds, (ii) provide that the policy shall be primary and noncontributing with any other insurance or self-insurance program available to the City Parties with respect to liabilities assumed by Company under this Agreement, (iii) include a severability of interest clause, (iv) provide that the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds, (v) provide that the additional insureds named herein shall not be held liable for any premium or expense of any nature on the policy or any extension thereof, and (vi) contain a Statement of Obligation on the part of the carrier to notify the City of any material change, cancellation, or termination at least thirty-days' (30-days') in advance.

Within five (5) business days after the execution of this Agreement and within at least thirty (30) days after the renewal of any such policy, Company shall provide City with certificates of insurance evidencing the required coverages and with endorsements reasonably acceptable to the City affording additional insured status to the City Parties.

10. OWNERSHIP OF IMPROVEMENTS. The Existing Billboards and the Digital Billboards (and all equipment appurtenant thereto) shall be and remain the property of Company. Company's rights and powers with respect to the Digital Billboards (and all equipment appurtenant thereto) are subject to the terms and limitations of this Agreement and the Garden Grove Municipal Code.

11. GENERAL PROVISIONS.

a. Assignment. Company may only assign or otherwise transfer this Agreement, or its interest in the Digital Billboards or any part of its interest in the New Digital Billboard Site, to any other person, firm, or entity, upon presentation to City of an assignment and assumption agreement in a form reasonably acceptable to City's City Attorney and receipt of City's written approval of such assignment or transfer by City's City Manager, provided, however, that Company may, from time to time and one or more times, assign this Agreement, to one or more persons or entities without City approval, but with written notice to City, as long as Company, or entities owned or controlled by it have and maintain at least a fifty-one percent (51%) ownership interest in such entities who are the assignees or transferees. After a transfer or assignment as permitted by this Section, City

shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

b. Waiver. The waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

c. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to City: City of Garden Grove
Attn: City Manager
11222 Acacia Parkway
Garden Grove, CA 92840

With a Copy to: City of Garden Grove
Attn: City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

If to Company: OUTFRONT Media, LLC
1731 Workman Street
Los Angeles, CA 90031
Attn: Chris Steinbacher

With a Copy to: OUTFRONT Media, LLC
405 Lexington Avenue
17th Floor
New York, New York 10174
Attn: General Counsel

Notices shall be deemed effective upon receipt or rejection only.

d. Authority to Execute. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement, and that by executing this Agreement, the Parties are formally bound

e. Termination. This Agreement may be terminated, for good cause, by City or Company if either gives the other Party sixty-days' (60-days) written notice of default and if that default is not corrected (i) on or before ten (10) days after receipt of the notice for non-payment of any amount due and (ii) within sixty (60) days after receipt of the notice for any other default (except in connection with a default which cannot be remedied or cured within said sixty (60) day period, in which event said sixty (60) day period shall be extended for such time as shall be necessary to cure the same, but only if the defaulting Party, within such sixty (60) day period, shall promptly commence and thereafter proceed diligently and continuously to cure such breach).

If this Agreement terminates due to non-performance by City, then (i) any remaining unpaid Annual Mitigation Fee that was due with respect to any period before the date of that termination shall be immediately due and payable to City, (ii) no other Annual Mitigation Fee shall be due, unless Company continues to maintain one or more of the Digital Billboards, (iii) for only what would have been the remaining term of this Agreement had it not been terminated (the "Remaining Term"), all the Digital Billboards installed pursuant to this Agreement shall be treated as legal nonconforming uses, but such uses shall not be subject to abatement pursuant to the Garden Grove Municipal Code, as any other legal non-conforming use and (iv) for only the Remaining Term the Act shall apply to any provisions relating to abatement that may exist from time to time in the Garden Grove Municipal Code and (v) within ninety (90) days after the Remaining Term, the Digital Billboards and all visible supporting equipment shall be removed by Company in accordance with the terms of this Agreement, unless otherwise agreed to by the Parties.

If this Agreement terminates due to non-performance by Company, then (i) any remaining unpaid One-Time Mitigation Fee and/or Annual Mitigation Fee that was due for any period before the date of that termination shall be immediately due and payable to City and (ii) Company shall immediately remove each of the Digital Billboards and visible supporting equipment installed pursuant to this Agreement; provided, that if Company fails to remove any of the Digital Billboards within ninety (90) days after this Agreement is terminated pursuant to this subsection, then City shall be entitled to remove the remaining Digital Billboards and dispose of same. If City is required to exercise its rights under Section 6 or this subsection due to Company's failure to remove the Digital Billboards, then City shall be entitled to be reimbursed by Company any and all direct expenses incurred by City in exercising its rights under this subsection within no more than ten (10) days following City's delivery of an invoice demanding payment for such expenses. Any such removal of any or all the Digital Billboards by City shall not entitle Company or Owner to any damages of any kind whatsoever against any or all City Parties, and Company hereby releases and holds all City Parties harmless from Indemnified Claims and Liabilities for any action by any of the City Parties in removing any or all of the Digital Billboards. Company hereby consents to City's entry onto the Relocation Site to accomplish such removal.

f. Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding, unless in writing and signed by the Parties.

g. Attorneys Fees. In the event of litigation between the Parties arising out of this Agreement, each Party shall bear its own attorneys' fees and costs.

h. Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

i. Miscellaneous. This Agreement embodies the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the subject matter of this Agreement. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement

shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California. In the event of litigation to enforce or interpret any terms of this Agreement, such action will be brought in the Superior Court of the County of Orange.

j. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

k. Administration. This Agreement shall be administered and executed by the City's City Manager, or his/her designated representative, following approval of this Agreement by the City. The City shall maintain authority of this Agreement through the City Manager (or his/her authorized representative). The City Manager shall have the authority but not the obligation to (i) issue interpretations, (ii) waive provisions, (iii) extend time limits, including but not limited to the twelve-month period for effectiveness of this Agreement pursuant to Section 1 and the times for performance specified in the Schedule of Performance, (iv) approve assignment of the Agreement pursuant to Section 11.a.; and to take any action or make any approval to be undertaken by the City pursuant to this Agreement, unless specifically provided otherwise or the context should require otherwise.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

"CITY"

CITY OF GARDEN GROVE

Date: _____

By: _____
Scott C. Stiles
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Omar Sandoval
City Attorney

"COMPANY"

Outfront Media LLC,
a Delaware limited liability company

Date: _____

By: _____
Chris Steinbacher
Senior Vice President, Real Estate

EXHIBIT "A-1"
DESCRIPTION OF THE EXISTING BILLBOARDS
AND
THE EXISTING BILLBOARD SITES

EXHIBIT "A-1"



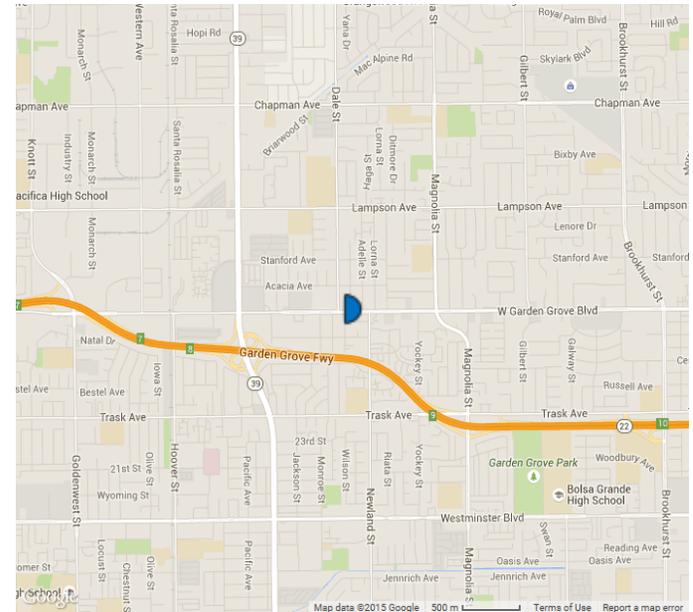
Size: 14'x48'

Distance between panel & ground :30'

Overall height: 45'

Area: Garden Grove / S5 Orange Count

Illuminated: Yes





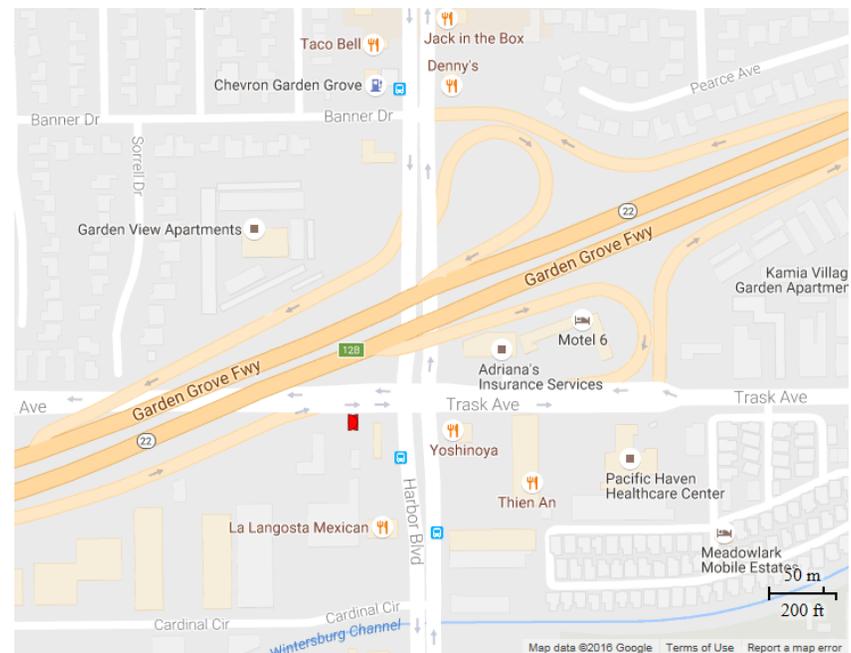
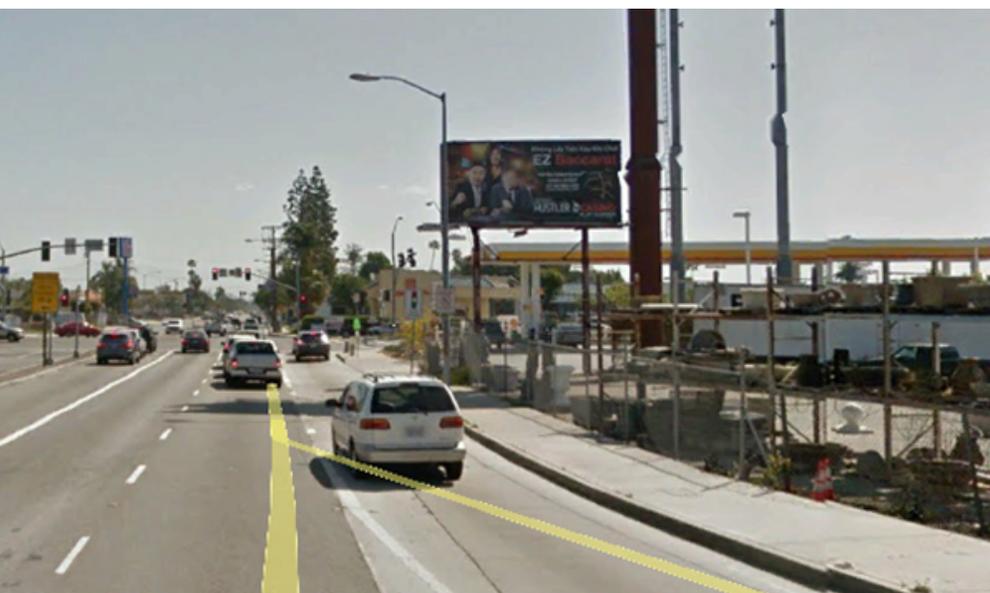
Size: 12'x25'

Distance between panel & ground: 23'

Overall height: 35'

Area: Trask S/L W Harbor Blvd

Illuminated: Yes





Size: 12'x25'

Distance between panel & ground : 21'

Overall height: 33'

Area: GARDEN GROVE & JOSEPHINE

Illuminated: Yes

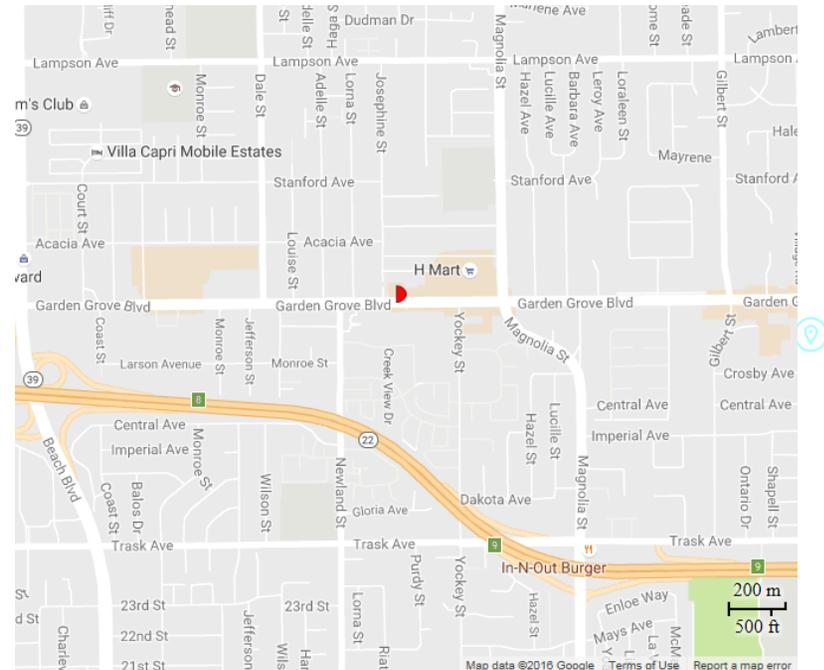


EXHIBIT "A-2"
DESCRIPTION OF THE DIGITAL BILLBOARDS
AND
THE RELOCATION SITE

SEE ATTACHED

EXHIBIT "A-2"

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

<i>Items to be Performed</i>	<i>Performance Time</i>
Permanent Removal of Existing Billboards.	To be completed prior to commencement of installation and construction of the Digital Billboards upon the Relocation Site and after receipt of all Development Approvals (including Caltrans permits).
Commencement of installation and construction of the Digital Billboards.	Within twelve (12) months after the Effective Date of this Agreement, subject to extension by mutual agreement of the Parties pursuant to the terms of Section 1 of this Agreement. In the event the Development Approvals are not obtained prior to this date, Company shall have no obligation to commence installation and construction of the Digital Billboards and no obligation to remove the Existing Billboards.
Completion of installation and construction of the Digital Billboards. (Completion shall mean when the installation and construction work has received final inspection from City's Building Division.)	Within ninety (90) days after commencement of installation and construction of the Digital Billboards, or such later date as authorized by City's City Manager.

EXHIBIT "B"

EXHIBIT "C"

ANNUAL MITIGATION FEE

YEAR	Annual Increase	East Face	West Face	Total
1	0.00%	\$ 50,000.00	\$ 50,000.00	\$100,000.00*
2	0.00%	\$ 18,333.33	\$ 18,333.33	\$ 36,666.66*
3	2.25%	\$ 18,745.83	\$ 18,745.83	\$ 37,491.66*
4	2.25%	\$ 19,167.61	\$ 19,167.61	\$ 38,335.22
5	2.25%	\$ 19,598.88	\$ 19,598.88	\$ 39,197.76
6	2.25%	\$ 20,039.86	\$ 20,039.86	\$ 40,079.71
7	2.25%	\$ 20,490.75	\$ 20,490.75	\$ 40,981.51
8	2.25%	\$ 20,951.80	\$ 20,951.80	\$ 41,903.59
9	2.25%	\$ 21,423.21	\$ 21,423.21	\$ 42,846.42
10	2.25%	\$ 21,905.23	\$ 21,905.23	\$ 43,810.47
11	2.25%	\$ 22,398.10	\$ 22,398.10	\$ 44,796.20
12	2.25%	\$ 22,902.06	\$ 22,902.06	\$ 45,804.12
13	2.25%	\$ 23,417.35	\$ 23,417.35	\$ 46,834.71
14	2.25%	\$ 23,944.25	\$ 23,944.25	\$ 47,888.49
15	2.25%	\$ 24,482.99	\$ 24,482.99	\$ 48,965.98
16	2.25%	\$ 25,033.86	\$ 25,033.86	\$ 50,067.72
17	2.25%	\$ 25,597.12	\$ 25,597.12	\$ 51,194.24
18	2.25%	\$ 26,173.06	\$ 26,173.06	\$ 52,346.11
19	2.25%	\$ 26,761.95	\$ 26,761.95	\$ 53,523.90
20	2.25%	\$ 27,364.09	\$ 27,364.09	\$ 54,728.19
21	2.25%	\$ 27,979.78	\$ 27,979.78	\$ 55,959.57
22	2.25%	\$ 28,609.33	\$ 28,609.33	\$ 57,218.66
23	2.25%	\$ 29,253.04	\$ 29,253.04	\$ 58,506.08
24	2.25%	\$ 29,911.23	\$ 29,911.23	\$ 59,822.47
25	2.25%	\$ 30,584.24	\$ 30,584.24	\$ 61,168.47
26	2.25%	\$ 31,272.38	\$ 31,272.38	\$ 62,544.76
27	2.25%	\$ 31,976.01	\$ 31,976.01	\$ 63,952.02
28	2.25%	\$ 32,695.47	\$ 32,695.47	\$ 65,390.94
29	2.25%	\$ 33,431.12	\$ 33,431.12	\$ 66,862.24
30	2.25%	\$ 34,183.32	\$ 34,183.32	\$ 68,366.64
TOTAL		\$788,627.26	\$788,627.26	\$1,577,254.51

* The Annual Mitigation Fee installment for each of the first three years shall be paid upfront in Year 1.

** In the event Company removes the digital display unit from either of the Digital Billboards and temporarily or permanently replaces such digital display unit with a non-digital static sign face in accordance with Subsection (D)(3)(l) of GMC Section 9.20.110, then the amount of the Annual Mitigation Fee payable thereafter with respect to such sign face shall be fifty percent (50%) of the Annual Mitigation Fee amount(s) set forth above for those annual period(s) during which the sign is not operated as a Digital Billboard; provided, however, that if Company subsequently reinstalls a digital display unit and operates the sign face as a Digital Billboard, Company's obligation to pay the full Annual Mitigation Fee with respect to that sign face shall re-commence, payable on a pro-rata basis following the date of such reinstallation with respect to the annual period during which the digital display is reinstalled, and annually thereafter as long as the sign face is operated as a Digital Billboard.

EXHIBIT "D"