

RELOCATION AGREEMENT

As of this _____ day of August, 2011 (“Effective Date”), CBS Outdoor Inc., a Delaware corporation, (“CBS”), and the City of Martinez, a municipal corporation in the State of California (“City”), hereby agree to enter into this Relocation Agreement (“Agreement”) on the terms and condition set forth herein. CBS and the City may collectively be referred to herein as the “Parties” or individually as a “Party.”

RECITALS

A. WHEREAS, Kenneth A. and Paulette M. Waters (“Waters”) own real property lying within the City where such real property is commonly known as Assessor’s Parcel Number 378-010-028-9 and by a mailing address of 35 Bridgehead Road, and is more particularly described in Exhibit “A” attached hereto (referred to herein as the “Waters Property”); and

B. WHEREAS, Union Pacific Railroad holds, and Clear Channel Outdoor, Inc. manages on behalf of Union Pacific Railroad, a perpetual easement burdening a portion of the Waters Property (and where the real property subject to the easement shall be referred to herein as the “Railroad Easement”); and

C. WHEREAS, CBS constructed and operates a general advertising sign on the Railroad Easement identified as Display No. _____ and consisting of back-to-back display facings each measuring 14 feet by 48 feet (hereinafter referred to as “Existing Billboard”). The general location of the Existing Billboard is shown on Exhibit “B” attached hereto and labeled “Existing Billboard”; and

D. WHEREAS, CBS seeks to relocate the Existing Billboard from the Railroad Easement by removing the Existing Billboard and constructing a new sign on that certain parcel of real property within the City commonly known as Assessor’s Parcel Number 378-010-024-8 and by a street address of 37 Bridgehead Road, and more particularly described in Exhibit “C” attached hereto (referred to herein as “Bridgehead Road Property”); and

E. WHEREAS, the Bridgehead Road Property is owned by Waters Warehouse Properties, LLC (the “Bridgehead Road Property Owner”); and

F. WHEREAS, relocation of the Existing Billboard to the Bridgehead Road Property will result in certain benefits to the City, including the ability to efficiently and effectively display information of public interest, including information on City-sponsored events and programs; and

G. WHEREAS, further benefits to the City and the surrounding region include the timely ability to display information regarding matters of public safety, such as Amber Alerts and updates on emergency and disaster response situations; and

H. WHEREAS, the City further seeks to increase municipal revenues in order to promote the public safety, health, and welfare of the citizens of the City insofar as such sources of revenue are not detrimental to the public safety, health, and welfare of the citizens of the City and do not foster inharmonious or unworkable relationships among land uses; and

I. WHEREAS, in exchange for the City's diligent processing and consideration of all entitlements, approvals, and permits (collectively, "Entitlements") under its control and jurisdiction that are necessary to effect the billboard relocation, as set forth in greater detail below, the parties have agreed to the consideration described and the terms stated below.

AGREEMENT

1. CBS will apply for, pursue, and seek finalization of, in accordance with applicable law, Entitlements from the City, the California Department of Transportation, and any other applicable local, state, or federal public agency that are necessary: (1) to remove the Existing Billboard from the Railroad Easement; and (2) to construct a new, 48-foot tall, double-sided light-emitting diode ("LED") billboard unit capable of holding two displays measuring 14 feet by 48 feet and any supporting structures, illumination facilities and connections, service ladders, and other appurtenances and ancillary equipment (collectively, the "New Billboard") at the Bridgehead Road Property in the location labeled "New Billboard" in Exhibit "D", attached hereto, effecting a relocation of CBS's Existing Billboard approximately 520 feet north of its current location. Collectively, these activities shall be referred to herein as the "Relocation." CBS agrees to pay all fees, processing costs, and other charges associated with the processing of all Entitlements necessary for the Relocation.

2. CBS agrees to obtain any authorizations ("Authorizations") from the Union Pacific Railroad, Clear Channel Outdoor, Inc., the Waters, and the Bridgehead Road Property Owner necessary to obtain the Entitlements. CBS shall be solely responsible for obtaining the necessary property rights from the Bridgehead Road Property Owner for the Relocation of the New Billboard on the Bridgehead Road Property.

3. CBS agrees to perform all construction work necessary to effect the Relocation, including the removal of the Existing Billboard and the construction of the New Billboard.

4. CBS shall remove the Existing Billboard within 15 days of, but not before, the date on which the New Billboard is constructed, completed, and inspected, and CBS lawfully is able to operate the New Billboard and all Entitlements are otherwise obtained and conditions of approval related to such Entitlements are otherwise fulfilled. The date identified in this Paragraph shall be referred to herein as the "Operation Date."

5. The New Billboard shall display multiple alternating advertisements on each display facing, with each advertisement displayed for a duration in accordance with state regulations. CBS shall have sole discretion in determining the order of the alternating advertisements and other terms of operation in accordance with applicable law.

6. CBS agrees to permit the City to display one (1) advertisement on the north facing display of the New Billboard that promotes the City ("City Promotion") subject to the operational terms and durations set forth in Paragraph 5, for no charge to the City. The City may change the copy of the City Promotion upon written notice and application to CBS, but no more than 24 times per Calendar Year. Emergency alert messages, including but not limited to Amber Alerts, public safety alerts (including those of the City's Police Department), and emergency/disaster alerts, shall not be considered as part of the 24 times per Calendar Year the City may advertise on the New Billboard as detailed above.

7. The City shall have the right to display the City Promotion as set forth in Paragraph 6 as long as CBS, its successors or assigns (collectively, still “CBS”) maintains a property right to and does operate the New Billboard on the Bridgehead Road Property, or until any such earlier time that CBS in its sole discretion and for any reason ceases operation of the New Billboard, though if the cessation is temporary and CBS begins operation of the New Billboard again, the City shall again have the right to display the City Promotion as set forth in Paragraph 6. The City also shall lose the right to display the City Promotion if, under the power of eminent domain, the City or another public agency acquires, the City seeks to acquire, or another public agency seeks to acquire any portion of the Bridgehead Road Property that interferes in any manner with operation of the New Billboard.

CBS shall quarterly pay to the City eleven (11) percent of CBS’s Quarterly Net Receipts (“Quarterly Net Receipts”), being defined as revenue actually received by CBS solely from advertising on the New Billboard within the applicable quarter of the Calendar Year, less any agency commissions actually paid by CBS, with such agency commission not to exceed sixteen and two-thirds percent of the gross sales amount (16.66 percent). The percentage of Quarterly Net Receipts, as set forth above in this Paragraph, shall be due and payable within thirty (30) days following the end of each quarter, beginning with the quarterly anniversary date of the Operation Date. An annual sales audit will be provided to the City for verification of income. The sales audit will consist of, at a minimum, a list of the month-by-month sales figures with an accompanying summary for the location and, upon request by the City, CBS shall provide the City with a copy of each advertising agreement between CBS and its advertising client(s) referenced in the sales audit. The City agrees the contents of the sales audits constitute the proprietary information of CBS, and that except as required by law, including but not limited to the California Public Records Act, the City shall not publish or circulate contents of the sales audits to any person, entity, or association other than employees of the City who must review the contents of the sales audit to ensure compliance with this Agreement. Under this Agreement, no monies shall be due to the City until after the Operation Date has occurred.

In the event that CBS ceases to operate the New Billboard for a continuous period in excess of one year, CBS shall remove the New Billboard and restore the Bridgehead Road Property to its original condition, at the sole cost and expense of CBS.

8. The City shall have the right to receive a percentage of Quarterly Net Receipts, as set forth in Paragraph 8, as long as CBS or any successor thereof, maintains a property right to and does operate the New Billboard on the Bridgehead Road Property, or until any such earlier time that CBS or its successor in its sole discretion and for any reason ceases operation of the New Billboard, though if the cessation is temporary and CBS begins operation of the New Billboard again, the City shall again have the right to receive a percentage of Quarterly Net Receipts, as set forth in Paragraph 8. The City also shall lose the right to receive a percentage of Quarterly Net Receipts, as set forth in Paragraph 8, if under the power of eminent domain, the City or another public agency acquires, the City seeks to acquire, or another public agency seeks to acquire any portion of the Bridgehead Road Property that interferes in any manner with operation of the New Billboard.

9. If CBS is prevented by law, government order, or other causes beyond CBS’s control from constructing the New Billboard to include LED technology, then this Agreement shall terminate.

10. To the extent that ministerial Entitlements are necessary to authorize the Relocation, the City agrees to act diligently in its consideration of the Relocation in accordance with applicable law and upon satisfaction by CBS of all applicable City ordinances and requirements, as set forth in the City's Municipal Code and other City documents, including any conditions of approval the City lawfully may impose in connection with the Entitlements. To the extent that discretionary Entitlements are necessary to authorize the Relocation, the City agrees to diligently process applications for such discretionary entitlements and diligently approve, approve with conditions, or disapprove such applications. Nothing in this provision is intended to restrict the City's discretion in considering the City's application for discretionary Entitlements, and the City shall comply with all applicable local, state, and federal laws in approving, conditionally approving, or disapproving the Relocation. In acting diligently, the City shall use its best efforts to take action prior to deadlines set forth in the Permit Streamlining Act (Government Code section 65920 *et seq.*), the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) and any other applicable local, state, or federal law, except to the extent that accelerated action would result in the violation of any applicable law.

11. Except as otherwise provided for in this Agreement, the terms, covenants and conditions herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

12. CBS shall defend, indemnify and hold harmless the City and its agents, officers, attorneys and employees from any claim, action, or proceeding brought against the City or its agents, officers, attorneys or employees arising out of or related to this Agreement, including, but not limited to, any claim, action or proceeding, to attack, set aside, void, or annul any City action or decision to approve the New Billboard and any environmental document or determination approved or made, respectively, in connection therewith. This indemnification shall include damages or fees awarded against the City, if any, cost of suit, attorneys' fees, and other costs and expenses incurred in connection with such action whether incurred by CBS, the City, and/or the parties initiating or bringing such action.

CBS shall defend, indemnify and hold harmless the City, its agents, officers, employees and attorneys for all costs incurred in additional investigation of, or study of, or for supplementing, preparing, redrafting, revising, or amending any environmental document (such as a Negative Declaration), if made necessary by said legal action and if CBS desires to pursue securing such approvals, after initiation of such litigation, which are conditioned on the approval of such documents.

In the event that a claim, action or proceeding described, above, is brought, the City shall promptly notify CBS of the existence of the claim, action or proceeding, and the City will cooperate fully in the defense of such claim, action or proceeding. Nothing herein shall prohibit the City from participating in the defense of any claim, action or proceeding. In the event that CBS is required to defend the City in connection with any said claim, action, or proceeding, the City shall retain the right to (i) approve the counsel to so defend the City, (ii) approve all significant decisions concerning the manner in which the defense is conducted, and (iii) approve any and all settlements, which approval shall not be unreasonably withheld. The City shall also have the right not to participate in said defense, except that the City agrees to cooperate with

CBS in the defense of said claim, action or proceeding. If the City chooses to have counsel of its own to defend any claim, action or proceeding where CBS has already retained counsel to defend the City in such matters, the fees and expenses of the counsel selected by the City shall be paid by the City, except that the fees and expenses of the City Attorney shall be paid by the applicant.

CBS shall indemnify the City for all the City's costs, fees, and damages, which the City incurs in enforcing the above indemnification provisions.

13. Each Party represents and warrants that it has the sole right and exclusive authority to execute this Agreement and is the only Party or entity entitled to receive the consideration specified in this Agreement.

14. Each Party agrees to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and other materials as the City or CBS may reasonably request in order to effectuate consummation of this Agreement or the transactions contemplated herein.

15. Except as has been separately agreed upon by both parties, each Party will be responsible for the payment of its own attorneys' fees, and all other expenses each has incurred arising out of the subject matter of this Agreement. In the event of any alleged breach of a provision in this Agreement, the prevailing Party in any action filed to enforce this Agreement will be entitled to recover costs, reasonable attorneys' fees, and all other expenses incurred or arising out of any effort to enforce this Agreement.

16. This Agreement and its terms inure to the benefit of the Parties and their respective successors, assigns, heirs, executors and administrators.

17. No breach of the provisions of this Agreement can be waived except expressly and in writing. An express waiver of any one breach of this Agreement will not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

18. Time is of the essence of this Agreement and the performance by each Party hereto of the obligations on that Party's part to be performed.

19. The Parties represent that this Agreement is a fully integrated agreement. This Agreement may be modified only by a writing executed by the Parties to this Agreement. This Agreement sets forth the entire understanding between the Parties with respect to the matters stated in this Agreement and supersedes any and all prior agreements or understanding between the Parties, whether oral or written.

20. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that any notice required herein shall be delivered by facsimile to the numbers listed below. Any notice delivered by facsimile shall be deemed delivered upon electronic verification that the transmission to the recipient was completed; provided, however, that if such facsimile was sent after 5:00 p.m. Pacific Time on a business day or anytime on a non-business day, then such facsimile shall be deemed received on the next business day.

(a) Fax to CBS: CBS Outdoor Inc.
1695 Eastshore Highway

Berkeley, CA 94710
Attention: Collin Smith
Fax: (510) 527-7041

With a copy to: Miller Starr Regalia
1331 N. California Blvd.
Fifth Floor
Walnut Creek, CA 94596
Attention: Anthony M. Leones
Fax: (925) 933-4126

(b) Fax to City: Michael Chandler
Senior Management Analyst
City of Martinez
525 Henrietta Street
Martinez, CA 94553
Fax (925) 229-5012

21. The Parties represent and declare that, in executing this Agreement, they relied solely upon their own judgment, belief and knowledge, and that they have obtained the advice and recommendations of their own independently selected counsel concerning the nature, extent or duration of their rights and claims; and that they have not been influenced to any extent whatsoever in executing this Agreement by any representations or statements not expressly contained or referred to in this Agreement.

22. It is the intention of the Parties that laws of the State of California govern the validity of this Agreement and construction of the terms and the interpretation of the rights and duties of the Parties hereto.

23. 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.

24. 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.

25. If, for whatever reason, any part of this Agreement is deemed invalid by a court of competent jurisdiction, that determination will in no way effect the validity of the remaining portions of this Agreement.

26. This Agreement may be executed in counterparts, each of which will be deemed an original and will be deemed duly executed upon the signing of this Agreement.

CBS OUTDOOR, INC.:

**CITY OF MARTINEZ,
a Municipal Corporation;**

Date: _____

Date: _____

By: _____

By: _____

Its: _____

Its: _____

RECOMMENDED FOR APPROVAL:

Date: _____

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

_____, **City Attorney**

DRAFT 8-23-11

EXHIBIT A (Pending)

LEGAL DESCRIPTION OF THE WATERS PROPERTY

DRAFT 8-23-11

EXHIBIT B (Pending)

RAILROAD EASEMENT –
GENERAL LOCATION OF EXISTING BILLBOARD

DRAFT 8-23-11

EXHIBIT C (Pending)

LEGAL DESCRIPTION OF THE BRIDGEHEAD ROAD PROPERTY

DRAFT 8-23-11

EXHIBIT D (Pending)

BRIDGEHEAD ROAD PROPERTY – GENERAL LOCATION OF NEW BILLBOARD