

SECTION 70.20 AGREEMENT

THIS SECTION 70.20 AGREEMENT (the “Agreement”) is made as of the ____ day of _____ 202__, by and between the City of Pompano Beach (the “City”), a Florida municipal corporation, and Outfront Media LLC, its successors and assigns, (“Outfront”), a Delaware limited liability company registered and authorized to do business in Florida, collectively referred to as “the Parties.”

WITNESSETH:

WHEREAS, Section 70.20, *Florida Statutes*, expressly authorizes and encourages municipalities and owners of off-site outdoor advertising signs (commonly known as billboards) to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

WHEREAS, Outfront is engaged in the business of constructing, operating, and maintaining billboard signs in Broward County, Florida and, in particular, within the City; and

WHEREAS, Outfront is the owner of certain legally existing, non-conforming billboard sign structures (the “Existing Signs”), located on major surface streets within the jurisdiction of the City on certain parcels of land as follows:

1. Existing Sign #1 - Double-faced Sign, located at 2301-2313 N. Federal Highway (Folio No. 4843-30-29-0010), on the west side of N. Federal Highway, north of E. Copans Road.
 - a. Face 10078E, facing East (FDOT Tag # BW225)
 - b. Face 10078W, facing West (FDOT Tag# NA)
2. Existing Sign #2 - Double-faced Sign, located at 670 E. Sample Road (Folio No. 4842-24-02-0280), on the south side of Sample Road, west of N. Dixie Highway
 - a. Face 10351N, facing North (FDOT Tag # CI993)
 - b. Face 10351S, facing South (FDOT Tag # NA)
3. Existing Sign #3 - Single-faced Sign, located at Access Road, known as 903 NW 31st Ave, (Folio No. 4842-33-00-0333), on the west side of NW 31st Avenue, 1584.00 feet south of Coconut Creek Parkway
 - a. Face 5428B, facing North (FDOT Tag # NA)
4. Existing Sign #4 – Double-faced Sign, located at 1021 NW 12th Terrace (Folio No. 4842-34-34-0030), west side of I-95.
 - a. Face 360190, facing North (FDOT Tag # CE 324)
 - b. Face 360191, facing South (FDOT Tag # CE 325)

5. Existing Sign #5 – Double faced sign, located at 1717 East Sample Road (Folio No. 4843-18-01-0790), on the north side of Sample Road west of N. Federal Highway
 - a. Face 47954B, facing West (FDOT Tag #CB219)
 - b. Face 47953B, facing East (FDOT Tag # CB220)
6. Existing Sign #6 – Double faced sign, located at 362 West Sample Road (Folio No. 4842-23-06-0090), on the south side of Sample Road west of I-95
 - a. Face 47325B, facing West (FDOT Tag #BF286)
 - b. Face 47324B, facing East (FDOT Tag #BF285)
7. Existing Sign #7 – Single faced sign, located at 1284 South Federal Highway (Folio No. 4943-06-16-0010), on the east side of Federal Highway north of McNab Rd.
 - a. Face 4626B, facing North (FDOT Tag #CN080)
8. Existing Sign #8 – Double faced sign, located at 4521 North Federal Highway (Folio No. 4843-18-31-0010), on Federal Highway 1 mile north of Sample Road
 - a. Face 49518A, facing North (FDOT Tag #AH870)
 - b. Face 49519A, facing South (FDOT Tag #AH871)

WHEREAS, Outfront represents that the Existing Signs were lawfully permitted and erected in conformity with the land development regulations in effect at the time of permitting and construction and, therefore, are legally existing and allowed to remain in use as non-conforming signs under the City's current Land Development Code (the “LDC”) as long as their use is continued and unaltered and subject to the conditions set forth for nonconforming uses in the LDC; and

WHEREAS, Outfront also represents that the Existing Signs may not meet current wind-load and other relevant engineering requirements of the LDC and Florida Building Code; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce the number of non-conforming billboards on surface streets in the City, to reduce or eliminate non-conformities, and to relocate non-conforming billboards from surface streets to locations adjacent to Interstate 95; and

WHEREAS, Outfront proposes to voluntarily remove the Existing Signs and reconstruct a replacement outdoor advertising sign (the “Replacement Sign”) that meets all current engineering and wind-load requirements of the LDC and Florida Building Code, on the following land within the jurisdiction of the City:

1. Replacement Sign. New double-faced billboard sign to be built in the same location formerly occupied by Existing Sign #4 at 1021 NW 12th Terrace (Folio No. 4842-34-

34-0030; “Replacement Sign Location”), west of I-95. This new billboard sign shall have two (2) digital faces, one (1) digital face facing north (for southbound I-95 traffic) and one (1) digital face facing south (for northbound I-95 traffic).

WHEREAS, the City desires to allow Outfront to remove Existing Sign #4 and replace it with the Replacement Sign, pursuant to Section 70.20, Florida Statutes and this Agreement, in exchange for the removal of the Existing Signs; and

WHEREAS, Outfront’s construction of the Replacement Sign may, in part, rely upon portions of the Existing Sign # 4 sign structure and therefore portions of Existing Sign # 4 may not be completely removed by Outfront; and

WHEREAS, the Parties desire to enter into this Agreement, establishing the terms and conditions under which Outfront will be permitted to remove the Existing Signs, and to construct and maintain the Replacement Sign; and

WHEREAS, the City acknowledges and agrees that Outfront is relying upon this Agreement and will proceed to remove the Existing Signs and to construct, operate, and maintain the Replacement Sign, which activities will require the expenditure of substantial monies and/or the relinquishment of significant property rights by Outfront; and

WHEREAS, the City finds and determines that the provisions of this Agreement are in the public interest;

NOW THEREFORE, for and in consideration of the above recitals and the mutual exchange of the covenants contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals express the intent of the Parties and are incorporated as contractual terms and not merely recitals.

2. Removal of Existing Signs.

A. Outfront shall completely remove Existing Signs # 1, 2, 3, 5, 6, 7, and 8 before displaying any digital message, advertising, or image on the Replacement Sign. With respect to Existing Sign # 4, Outfront shall be entitled to utilize any portion of the Existing Sign # 4 structure that can be utilized for the construction of the Replacement Sign, so long as the Replacement Sign meets with all applicable codes and regulations as detailed in this Agreement. Outfront shall remove those portions of Existing Sign # 4 that will be not utilized for the Replacement Sign before displaying any digital message, advertising, or image on the Replacement Sign.

B. Contemporaneously with the submission of Outfront’s permit applications to the City for construction of the Replacement Sign, Outfront shall also apply for demolition permits and any other related approvals for the removal of the Existing Signs. The City shall use its best efforts to review the permit applications and any related approvals within five (5) working days, and shall issue the demolition permits within thirty (30) days after submission of complete permit applications. Outfront shall demolish the Existing Signs, remove all sign debris, and dispose of same in accordance with applicable regulations of the City's LDC and Florida Building Code, with the exceptions noted above regarding Existing Sign # 4.

Outfront shall have no obligation to demolish or remove any of the Existing Signs unless and until it has obtained all necessary permits and approvals from the City, the Florida Department of Transportation (“FDOT”), and any other State or local agency or department having jurisdiction for construction, maintenance, and operation of the Replacement Sign. In the event that Outfront is unable to obtain all necessary permits and approvals for the construction of the Replacement Sign, Outfront shall be relieved of any obligation under this Agreement to remove the Existing Signs, and shall have the right to terminate this Agreement upon thirty (30) days written notice to the City. In any event, if Outfront fails to submit a complete permit application for the Replacement Sign in compliance with all building code requirements within 180 days of receiving an FDOT permit for the Replacement Sign, then this Agreement shall be deemed terminated and null and void.

C. The demolition permits and any other approval for the removal of the Existing Signs shall be such permits and approvals as required by the City and Florida Building Code and shall provide, without limitation, the following:

1. the Existing Signs shall be completely removed at the expense of Outfront. However, in the event it is not a complete removal of the Existing Sign # 4 structure, Outfront shall remove those portions of Existing Sign # 4 that will be not utilized for the Replacement Sign at the expense of Outfront.
2. the pole for the Existing Signs shall be cut two (2) feet below grade. This provision does not apply to Existing Sign # 4 if it is determined that the pole of Existing Sign # 4 can be utilized for the Replacement Sign.
3. the hole caused by the excavation necessary to cut the pole two (2) feet below grade, shall be filled to grade, and the site shall be regraded, re-asphalted and/or re-landscaped as appropriate, inspected and approved by the City as required by the City’s LDC and the Florida Building Code.
4. Outfront shall be responsible to repair any utility lines cut or damaged during removal of an Existing Sign and to repair all other property damage.

D. The City shall cooperate with Outfront in obtaining any necessary permits and/or approvals from any State or local agency or department for removal of the Existing Signs; provided, however, that nothing in this Agreement shall require the City to assume any obligations, or responsibility, whether financial or otherwise, other than those obligations specifically set forth in this Agreement;

3. Replacement Sign.

A. Location. The Replacement Sign will be constructed at the location depicted in the aerial attached as **Exhibit A.**

B. Permits and Construction. The City shall issue all necessary permits and approvals for the construction, operation, and maintenance of the Replacement Sign within thirty (30) days of receipt of a complete permit (or applicable approval) application(s) from Outfront, or its contractor or other agent, including, but not limited to, any necessary engineering and construction plans or specifications demonstrating compliance with all applicable building and electrical codes.

The City shall cooperate with Outfront in obtaining any necessary permits and/or approvals from FDOT (and any other applicable State or local agency or department) for the erection and maintenance of the Replacement Sign by, among other things, timely executing such forms, applications or other documents as may be required for Outfront to obtain all such permits or approvals. Nothing contained in this Agreement shall require the City to commit to or assume any obligations, financial or otherwise as part of its duty to execute documents or cooperate or to assume any liability of any kind whatsoever for the actions of Outfront, except as specifically set forth in this Agreement.

C. Description. Outfront agrees that the height of the Replacement Sign shall be measured pursuant to, and shall comply with the provisions of, Chapter 479, *Florida Statutes*, and the related Florida Administrative Code provisions and FDOT regulations that are in effect as of the date of issuance by FDOT of state permits, which currently allows a maximum height of 65 feet measured from the crown of I-95 directly in front of the Replacement Sign. Further, Outfront agrees that (1) the Replacement Sign shall be constructed using a double-face monopole structure; (2) the monopole and sign structure shall be of a silver/metallic finish; (3) the size of each face of the Replacement Sign shall not exceed 14 feet in height and 48 feet in length; and (4) the Replacement Sign will utilize LED or other similar electronic changeable message technology (as may be determined by Outfront from time to time).

D. FDOT Regulations. Outfront agrees that the changeable message display shall comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness and the interval of copy change, which regulations are currently set forth in Section 14-10.004 of the Florida Administrative Code, except that the interval of copy change shall be no less than nine (9) seconds.

E. Repair and Maintenance. The Parties acknowledge and agree that the Replacement Sign is not permitted under the City Code. However, the Parties acknowledge and agree that under the authority of Section 70.20 *Florida Statutes*, and solely by virtue of this Agreement, Outfront shall have the right and obligation to repair and maintain the Replacement Sign and, in cases of casualty resulting in partial or complete destruction/damage of the Replacement Sign, shall be obligated to restore the Replacement Sign to substantially the same condition as existed prior to such damage or destruction. If Outfront elects to not restore the Replacement Sign after a casualty, and to terminate this Agreement by giving the City written notice within thirty (30) days of the Casualty, Outfront shall demolish and remove the Replacement Sign from its location and comply with removal requirements outlined in Paragraph 2.C. above. If the City becomes aware of any damage to the Replacement Sign, the City may give Outfront notice of default and opportunity to cure consistent with Section 9 below. Should Outfront fail to perform such repair or maintenance, or in the case of failing to restore, after receiving notice from the City and an opportunity to cure, the Replacement Sign shall be determined in violation of the City Code and removed promptly upon receipt of notice from the City. Any removal expenses incurred by the City will be borne by and collected from Outfront. Outfront is prohibited from extending, expanding or moving the Replacement Sign.

4. Payments. In further consideration for this Agreement and for the opportunity for Outfront to demolish its Existing Signs and construction of a new, more modern, and structurally sound Replacement Sign, Outfront agrees to make payments to the City as follows:

A. Annual payments of \$30,000.00 (“Annual Payment”) (computed on the basis of \$15,000.00 per each Digital face); the first annual payment shall be due and payable within thirty

(30) days after commencement of operation of the Replacement Sign (“Commencement Date”) and on the anniversary date of the Commencement Date. The Annual Payment shall be adjusted over the Term as follows: (i) first five (5) years, the Annual Payment shall remain \$30,000.00; (ii) years six (6) through ten (10), the Annual Payment shall be adjusted upwards by 2%; (iii) years eleven (11) through fifteen (15), the Annual Payment shall be adjusted upwards by 2.5%; and (iv) years sixteen (16) through thirty (30), the Annual Payment shall be adjusted upwards by 3%.

B. If Outfront fails to pay an Annual Payment on its due date, Outfront shall be responsible to pay the principal due plus a 5% late charge. If the Annual Payment plus the 5% late charge goes unpaid for an additional thirty (30) days, Outfront shall be deemed to be in default and subject to the terms of Section 9 below and any unpaid amount due (including late charge) shall accrue interest at the highest rate permitted by Florida law until the date of payment.

C. In the event that, in Outfront’s sole opinion: (a) Outfront is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) any federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Replacement Sign Location for outdoor advertising purposes; (c) the Replacement Sign becomes entirely or partially obstructed or destroyed; (d) the view of the Replacement Sign is obstructed or impaired in any way by any object or growth on the Replacement Sign location or on any neighboring property; (e) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Replacement Sign; (f) Outfront is prevented from maintaining electrical power to the Replacement Sign Location or illuminating the Replacement Sign; (g) Outfront finds that, in Outfront’s sole opinion, the continued maintenance/operation of the Replacement Sign is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to the Replacement Sign or the Replacement Sign Location; (h) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities; (i) Outfront loses its lease with the owner of the Replacement Sign Location or is unable to extend a lease on reasonably economic terms (in Outfront’s sole opinion), then Outfront shall, at its option, have the right to either temporarily suspend the use of LED or other changeable message technology on the Replacement Sign until the issue(s) set forth in subsections “(a)” through “(i)” above are cured, or to permanently discontinue the use of LED or other electronic changeable message technology on the Replacement Sign and permanently remove the Replacement Sign if, in Outfront’s sole opinion, the above enumerated items cannot or will not be cured within a reasonable time. If Outfront does temporarily suspend the use of LED or other electronic changeable message technology on the Replacement Sign, all other obligations under this Agreement shall continue, including, without limitation, the obligation to make Annual Payments unless the City, in violation of this Agreement, has been the cause of such suspension. If Outfront elects to permanently remove the Replacement Sign, Outfront shall be relieved of all further obligations under this Agreement, including, without limitation, payment of Annual Payments provided in Section 4.A. from the date of removal of the Replacement Sign; provided, however, the City shall not be obligated for, and Outfront shall not be entitled to, a pro-rated refund of the Annual Payments already made, unless the City has been the cause of the permanent removal of the Replacement Sign, in violation of this

Agreement. Outfront shall keep the City informed about any maintenance issues under (g) that are the cause of any suspension of LED use.

D. It is understood and agreed by the Parties that so long as the Replacement Sign remains at its location, Outfront shall be required to comply with the obligations set forth in this Agreement. No assignment of any rights of Outfront under this Agreement is permitted without prior notification to City of the proposed assignment and the City's consent, which shall not be unreasonably withheld. Notwithstanding, any assignment shall not relieve Outfront of any obligation under this Agreement unless the assignee confirms in writing that it has the ability to honor the Agreement terms and commits to honor the Agreement terms in a written document reasonably acceptable to the City. If the lease for the Replacement Sign Location is terminated or assigned, then Outfront shall remove the Replacement Sign unless there is acceptance of the obligations of this Agreement in a written document reasonably acceptable to the City by a party with the lawful authority to comply with the conditions hereof; otherwise the Replacement Sign shall be removed and failure to do so shall be a violation of the City Code.

Except as expressly provided in this Section 4 or as required under Florida law or by the City for permitting fees, Outfront shall not have any additional or further obligation for payment of any fees, costs or expenses to the City for the right to erect, operate or maintain the Replacement Sign.

5. Non-Monetary Consideration: In addition to the financial payments set forth in Paragraph 4 above, Outfront further agrees as follows:

A. Outfront will make the Replacement Sign available for the dissemination of public service information as follows: (1) during times of declared weather emergencies affecting the City, Outfront will make the Replacement Sign available for the sole and limited purpose of communicating emergency information to the City's citizens and the traveling public, in accordance with the terms and conditions of the emergency alert notification program (the "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (the "FOAA") and the Florida Division of Emergency Management ("FDEM"); (2) Outfront will make the Replacement Sign available for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), when it is determined, pursuant to guidelines and procedures already in place between the FDLE and the outdoor advertising industry to identify appropriate situations, duration and sign locations, that display of the "amber alert" on the Replacement Sign would provide information to the travelling public that could be instrumental in assisting authorities in resolving an abduction; and (3) during times of declared emergencies by the Broward County Emergency Management Division affecting the City's citizens and the traveling public.

B. Public Service Notices. On a space-available basis, Outfront will allow the City to post public service announcements and advertise City-sponsored events ("City Announcements") on the Replacement Sign, pursuant and subject to the procedures, conditions and restrictions set forth below. Any City Announcements of City-sponsored events shall be strictly for the benefit of the City, but may include the names of any third party contributors or sponsors. The reference to third party contributors and sponsors in City Announcements shall include names only and

shall not include logos or advertisements of the contributors or sponsors. If after posting a City Announcement any third party asserts that such announcement is defamatory or infringes on any copyright, trademark, or other intellectual property or privacy right, or if resulting adverse publicity, Outfront shall have the right to remove the City Announcement, and to discontinue the display of the City Announcement until such time as the City shall supply a new, or designate a previous, City Announcement as the Stock Copy (as defined below), pursuant to the provisions of this paragraph.

Outfront will provide the City with one (1) slot/flip (“Slot”) on each face of the Replacement Sign for the advertisement of City Announcements any time there is an unsold Slot available on any such face. To be eligible to take advantage of this opportunity, the City shall provide Outfront, in advance, with the artwork/design/graphics for the City Announcement. Any advertising shall be at no cost to the City. All artwork, design, graphics, production and installation costs relating to the City Announcement(s) shall be at the sole expense of the City.

During any time period when there is an unsold Slot on either face of the Replacement Sign, Outfront will post, without prior notice to the City, the most recent City Announcement supplied by the City to Outfront and designated for such purpose (“Stock Copy”). The City may change the Stock Copy at any time, and from time to time, by providing Outfront with a new City Announcement, and a request that such City Announcement be substituted as the designated Stock Copy. Outfront’s obligation to post City Announcements shall be limited to the last City Announcement designated as Stock Copy by the City for such purpose. Any change in the Stock Copy designation shall not be effective until ten (10) days after receipt by Outfront of the artwork/design/graphics for the new City Announcement. A City Announcement may be removed by Outfront at any time, without prior notice to the City in the event the space so occupied by the City Announcement is leased or rented to third parties by Outfront.

All communications regarding posting City Announcements and City-sponsored events shall be conducted between the contact persons of the City and Outfront. For purposes of this paragraph, the City’s contact person shall be Sandra King, Strategic Communications Director (954) 786-4527, and Outfront’s contact person shall be Jeff Legg (954) 971-2995. The contact person may be changed at any time by a Party by giving the other Party written notice of same, with contact information. No postings will be made at the requests of any third parties or persons or direct requests of contributors or sponsors.

6. Complete Understanding. This Agreement, and all of its terms and provisions, including without limitation the Exhibits (if any), constitute the full and complete agreement between the Parties with respect to the matters covered , and supersedes and controls over any and all prior agreements, understanding, representations, correspondence and statements whether written, oral or implied, which are deemed to be merged into this Agreement.

7. Amendment. The Parties may amend this Agreement only by a written instrument signed by each of the Parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement except as may be made in writing and executed by each Party. If any Party fails to enforce its respective rights under this Agreement, or fails to insist

upon the performance of another Party's obligations, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

8. 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 hand-delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service to each Party indicated below, addressed as follows:

If to City:

City of Pompano Beach
Attn.: City Manager
100 West Atlantic Boulevard, 4th Floor
Pompano Beach, Florida 33060

With copies to:

City Attorney
City of Pompano Beach
100 West Atlantic Boulevard, Suite 467
Pompano Beach, Florida 33060

If to Outfront:

Outfront Media LLC
Attn: Jeff Legg, Real Estate Manager
2640 NW 17th Lane
Pompano Beach, FL 33064

and

Outfront Media, LLC
Attn: Patrick Smith, Esq., General Counsel
405 Lexington Ave.
New York, NY 10174

With copies to:

Elizabeth Adler, Esq.
Greenspoon Marder LLP
200 E. Broward Blvd, Suite 1800
Fort Lauderdale, Florida 33301

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the date/time of such refusal. The addresses to which notices are to be sent may be changed from

time to time by written notice delivered to the other Parties in accordance with this Section, and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular Party, all other Parties may rely upon the last address given.

9. Default. In the event any Party is in default of any provision, 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 such default 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) business 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 remedies available at law or equity, including, without limitation, the following rights and remedies, which are cumulative: to terminate this Agreement; to sue the defaulting Party for all damages, costs, and expenses arising from such default and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels; to restrain by injunction, the commission of or attempt or threatened commission of a default; and to obtain a decree specifically compelling performance of a term or provision of this Agreement without, in either case, being required to prove or establish that there is no adequate remedy at law and the defaulting Party waives the requirement of any such proof and acknowledges that non-defaulting Party would not have an adequate remedy at law for such default; and any other remedy which the non-defaulting Party may now have or subsequently have in law or in equity. The City reserves all rights to enforce the Agreement terms either by judicial action or code enforcement action or both.

10. Severability. If any term or provision of this Agreement or its application to any person, Party or circumstance is declared invalid or unenforceable as a result of any third party action, the remainder of this Agreement, including any valid portion of the invalid term or provision stricken or held invalid, shall not be affected and shall, with the remainder of this Agreement, continue unmodified and in full force and effect.

11. Invalidity. In the event that this Agreement, or any portion thereof, shall be determined to be invalid or unenforceable in any action or challenge by any third party by a final judgment of a court of competent jurisdiction, and after all appeals have become final, resulting in the forced removal of the Replacement Sign, the Parties shall be released from any further obligations under this Agreement.

12. Controlling Law and Venue; Waiver of Jury Trial. 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 Seventeenth Judicial Circuit in and for Broward County, Florida as to state court actions, and in the United States District Court for the Southern District of Florida as to federal court actions, to the exclusion of any other venue. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

13. 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.

14. Non-Waiver. The failure of any Party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit, or

any other agreement, instrument or document of whatever form or nature contemplated by any other party or parties, shall not be deemed a waiver of any right or remedy that such Party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

15. Successors and Assigns. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

16. Continuing Cooperation. The Parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement the provisions and intent of this Agreement. The Parties further covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type challenging the constitutionality, legality or enforceability of this Agreement or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any Party from initiating or pursuing legal action based on the other Party's default as provided in this Agreement.

17. Joint Preparation. 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 and, by execution of this Agreement, acknowledges that Party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly chosen not to do so. This Agreement has been negotiated by the City and Outfront, and this Agreement, including, without limitation, the Exhibits (if any), shall not be deemed to have been prepared by any one Party but, rather, by all equally.

18. No Third Party Beneficiaries. It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits of this Agreement, and no private right of action is intended to be created by this Agreement in any third party.

19. 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.

20. Term. The Parties expressly agree that the term of this Agreement shall be thirty (30) years, with option to renew for thirty (30) years on mutually agreeable terms ("Term"), subject to any termination rights and subject to evidence that Outfront has lease agreements with the owner of the Replacement Sign Location at all times during the Term. At the end of the Term, the Replacement Sign shall be removed by Outfront in accordance with the same removal requirements detailed in paragraph 2.C. above.

21. Prohibited Advertising Displays: Outfront represents and warrants that the content of any advertising copy of other material installed on signs owned, operated or managed by Outfront within the City, shall comply with all applicable laws. Further, Outfront shall not display on the Replacement Sign, or any other signs owned, operated or managed by Outfront within the City, any advertising copy or other material advertising the following:

- A. Any nudity, pornographic, profane or obscene advertising copy.

- B. Any advertising copy or other material advertising adult entertainment (e.g. topless clubs, adult bookstores, sexually graphic materials or X-rated movies).
- C. Any copy that might be interpreted as condoning any type of criminal act.
- D. Any copy that encourages acts of violence, murder, terror or other acts of violence against persons or institutions.
- E. Any copy that advertises tobacco or firearms.

22. Indemnity and Hold Harmless. This Agreement contemplates the removal of the Existing Signs in accordance with the terms and conditions set forth in this Agreement. It is recognized that Outfront has lease agreements with property owners (the “Landlord(s)”) relating to such Existing Signs that Outfront is voluntarily obligating itself to remove under the terms of this Agreement. Consequently, Outfront agrees to indemnify the City from any lawsuit by a Landlord, and shall defend with counsel designed by Outfront and reasonably acceptable to the City, and hold the City harmless against any claim asserted by a Landlord arising from the removal of an Existing Sign that are removed after the date of this Agreement. In the event of litigation or an administrative proceeding concerning the validity or enforceability of this Agreement or the City Commission approval of same, Outfront shall defend, at Outfront’s expense, the City in any such litigation with counsel designated by Outfront and reasonably acceptable to the City, and shall seek to uphold the terms and conditions of this Agreement.

23. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed or caused their duly authorized representatives to execute this Agreement.

ATTEST:

CITY OF POMPANO BEACH

Asceleta Hammond, City Clerk

By: _____
Rex Hardin, Mayor

By: _____
Gregory P. Harrison, City Manager

Approved As To Form:

Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Signed, sealed and delivered
in our presence as witnesses:

[Signature]
Signature

Chris Malter
Print Name

[Signature]
Signature

Katerina Coccavello
Print Name

OUTFRONT MEDIA LLC

By: [Signature]

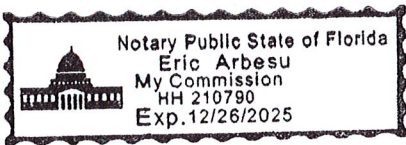
Its: General Manager
(Title)

Dated: 9-2-22

STATE OF Florida)
) SS:
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or online notarization, by Pablo Cremaschi, as General Manager of OUTFRONT MEDIA LLC, who is personally known to me or who has produced N/A as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of September, 2022.



[Signature]
Notary Public

Eric Arbesu
Typed, printed or stamped name of Notary Public

My Commission Expires: 12/26/25

EXHIBIT A



**OUTFRONT SIGN STRUCTURE
FOLIO: 4842-34-34-0070**

BUDGET PLAT 173-56 B PORTION
OF PARCEL A DESC AS BEG AT NE
COR OF PAR A, S 236.51, NW 188.74,
N 60, E 68.45 TO POB