

RESOLUTION NO. 2004-46

AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO LICENSE AGREEMENTS WITH CLEAR CHANNEL OUTDOOR, INC. TO PROVIDE BILLBOARD ADVERTISING IN MULTIPLE LOCATIONS FOR A PERIOD OF TEN (10) YEARS.

WHEREAS, the Greater Cleveland Regional Transit Authority owns property on which 20 billboards have been placed and leased to various companies throughout the years; and

WHEREAS, Greater Cleveland Regional Transit Authority wishes to maximize the advertising revenue from the billboards located on its property; and

WHEREAS, the Greater Cleveland Regional Transit Authority wishes to consolidate the management of billboards with one company; and

WHEREAS, the offer of Clear Channel Outdoor, Inc. located on 1222 Plaza Drive, Parma, Ohio 44130, to enter into License Agreements for billboard advertising is in the Authority's best interest and is recommended to the Board of Trustees.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1: That the offer submitted by Clear Channel Outdoor, Inc is acceptable and increases the revenue-generating potential for the Authority.

Section 2: That the General Manager/Secretary-Treasurer be, and he hereby is authorized to enter into the License Agreements for a term of ten (10) years. The term of these licenses shall be from October 1, 2002 to June 30, 2012. Either party can cancel all or any of the License Agreements at the end of the term year after October 1, 2007 with a 90 day written notice.

Section 3: That the revenue generated by each board is equal to 25% of the Net Revenue. Net Revenue is defined as gross revenue minus advertising agency expense fees (usually 15%). The License fee will be paid semi-annually in arrears within 10 days after the end of the semi-annual period.

Section 4: That the number and locations of the billboards are defined on the attached table.

Section 5: That the General Manager/Secretary-Treasurer be, and he hereby is authorized to enter into additional License Agreements for placement of billboards on Greater Cleveland Regional Transit Authority property under substantially the same terms as the License Agreements authorized above, when the opportunity to do so arises.

Section 5: That this resolution shall become effective immediately upon its adoption.

Attachments: Attachment A - Billboard Location Table, Attachment B - Agreement

Adopted: April 20, 2004

  
Vice President

Attest: 

CEO, General Manager/Secretary-Treasurer

## ATTACHMENT A

## Billboard Location and Revenue

Parcel No. No.	Location	Number of Boards	Old Revenue	Estimated New Revenue
007-11-021	Lorain/Carnegie bridge City of Cleveland	5	\$0	\$15,000
021-07-026 021-07-027 021-07-021	W. 139th & Triskett Near Triskett Station City of Cleveland	2	\$1,000	\$6,000
126-27-026	North side of Shaker Near Colfax City of Cleveland	1	\$300	\$3,000
342-19-008	SR 237 South of Brookpark City fo Brook Park	1	\$3,600	\$4,500
005-01-001	Madison Avenue east of W 117 Near W. 117 station City of Cleveland	1	\$500	\$3,000
002-27-023	7599 Lorain Avenue City of Cleveland	3	\$2,000	\$9,000
344-30-001 344-30-014 344-30-015	Engle Road City of Brook Park	2	\$7,200	\$9,000
134-24-019	E. 93rd Street North of Cambridge City of Cleveland	3	\$900	\$9,000
101-31-024 to 101-31-033	Eagle Avenue City of Cleveland	2	\$0	\$60,000
<b>Total</b>		<b>20</b>	<b>\$15,500</b>	<b>\$118,500</b>

MEMORANDUM OF LICENSE

License # 6168

This Memorandum of License, made as of the 19th day of February, 2004, by and between Greater Cleveland Regional Transit Authority, (hereinafter called "Licensor"), and CLEAR CHANNEL OUTDOOR, INC., a Delaware Corporation (hereinafter called "Licensee").

1. Licensor and Licensee entered into a Real Estate License (hereinafter referred to as the "License"), dated February 19, 2004 pursuant to which Licensor leased and granted exclusively to Licensee the real estate (with free access to and upon same), located in the City of Cleveland, County of Cuyahoga in the State of Ohio commonly known as:

Permanent Parcel Number 007-11-021

whose permanent property tax number and legal description are attached as Exhibit A

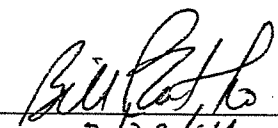
for a term commencing on October 1, 2002 for a term of ten (10) years, for the purpose of erecting and maintaining advertising signs thereon, including supporting structures, illumination facilities and connections, service ladders and other appurtenances thereon.

2. This is a Memorandum of License for recording purposes only. References must be made to the License for the complete terms, provisions, agreements, warranties, conditions, restrictions, options, rights and obligations comprising the relationship between Licensor and Licensee. This Memorandum of License does not in any way alter, amend or replace the License, or any part thereof, and is made for the sole purpose of notice.
3. All terms, provisions, agreements, warranties, conditions, restrictions, options, rights and obligations in the License shall run with the land and shall be binding upon and inure to the benefit of the heirs, executors, successors, and assigns of Licensor and Licensee.

**IN WITNESS WHEREOF**, the parties have caused their respective duly authorized representatives to execute this Memorandum of License as of the day and year first above written.

LICENSEE:  
Clear Channel Outdoor, Inc.

LICENSOR:  
Greater Cleveland Regional Transit Authority

By:   
Date: 2/23/04

By: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF OHIO)

: ss:

COUNTY OF

BEFORE ME, a Notary Public in and for said county, personally appeared \_\_\_\_\_, of \_\_\_\_\_ the corporation which executed the foregoing instrument and who acknowledged that (he, she, they) did sign said instrument as such \_\_\_\_\_ in behalf of said corporation and by authority of its board of directors' and that said instrument is (his, her, their) free act and deed individually and as such \_\_\_\_\_ and the free and corporate act and deed of said \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at, \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

STATE OF OHIO)

: ss:

COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county, personally appeared Bill Platko, Division President, Of Clear Channel Outdoor, Inc., the corporation which executed the foregoing instrument and who acknowledged that he did sign said instrument as such Division President in behalf of said corporation and by authority of its board of directors' and that said instrument is his free act and deed individually and as such Division President and the free and corporate act and deed of said Clear Channel Outdoor, Inc.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Parma, Ohio, this 23rd day of February, 2004.

Damir Kosec  
Notary Public

**DAMIR KOSEC**  
**NOTARY PUBLIC, STATE OF OHIO**  
Recorded in Cuyahoga County  
My Commission Expires 04-14-04

notjurat

## CLEAR CHANNEL OUTDOOR, INC. LICENSE AGREEMENT

Date: FEBRUARY 19, 2004

License No. 6168

### 1. LICENSE

This License Agreement ("License") is effective as of October 1, 2002 and is entered into between the Greater Cleveland Regional Transit Authority, a political subdivision of the State of Ohio ("Licensor") and Clear Channel Outdoor, Inc., a Delaware Corporation ("Licensee"). Licensor hereby grants to Licensee a License on the real estate located on Lorain/Carnegie Bridge in the City of Cleveland in the County of Cuyahoga in the State of Ohio ("Property") whose permanent parcel numbers and legal descriptions are attached as Exhibit A. The License is for the purpose of erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Licensee may place thereon (collectively, the "Structures"). This License includes all reasonable and necessary rights of ingress and egress. The authority granted by Licensor to Licensee to install, maintain and operate the Structures is expressly subject to all the terms and provisions of this Agreement, including, but not limited to, those provisions, restrictions and reservations relating to the operation, maintenance and removal of Structures. Licensee has had an opportunity to inspect the Property and Licensee acknowledges that it is fully familiar with the Property. Licensee acknowledges that Licensor has made no representation or warranty of any kind whatsoever to Licensee, express or implied, concerning the condition, safety, fitness for use of the Property or any common areas, suitability for any purpose whatsoever, or state of repair thereof, and Licensee accepts the Property in its "present" condition, "as is, where is." Advertising on the Structures shall be in good taste and in accordance with all laws.

If Licensor or Licensor's tenants, agents, employees or other persons acting on Licensor's behalf, place or maintain any object on the Property which, in Licensee's sole opinion, would obstruct the view of the advertising copy on any of the Structures and fails to remove the obstruction within thirty (30) days after written notice from Licensee, Licensee may immediately at its option either: (i) negotiate with Licensor a reduction in license fees in direct proportion to the loss suffered; or (ii) cancel this License (as it pertains to the affected Structure), remove such Structures, and receive all pre-paid license fees allocated to such Structure for any unexpired term of this License. Licensee may trim any trees and vegetation currently on the Property as often as Licensee in its sole discretion deems appropriate to prevent obstructions.

### 2. ACCESS

Licensor shall have the right to establish, modify and enforce against Licensee reasonable rules and regulations concerning the use of the Property. Licensee shall have non-exclusive access to the Property at all reasonable times for the purpose of operating

and maintaining, and making inspections and repairs to, Licensee's Structures. Licensee's employees, invitees and guests, are prohibited from parking trucks or vehicles on the Property except as required for exercise of the rights granted Licensee hereunder. Licensor shall not be liable for any damage to any Structure or motor vehicle of Licensee's, Licensee's employees, invitees or guests.

3. TERM; TERMINATION:

(a) Subject to the parties' rights to terminate as described in this section and sections 1, 6 and 14 of this Agreement, this Agreement shall be for a term of ten (10) years ("Term"), commencing on the 1st day of October 2002 (the "Commencement Date") and ending on the 30th day of June 2012.

(b) After the end of the first five years of this Agreement, either party can terminate this Agreement for any reason by giving the other party 90 days advance notice to terminate as of the end of the then current Agreement year.

(c) If, in Licensee's reasonable opinion: (i) the view of any Structure advertising copy becomes entirely or partially obstructed by Licensor and Licensor does not correct the condition within thirty (30) days after receipt of notice from Licensee, (ii) Licensee is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of its Structure; or (iii) Structure's use is prevented by law; then Licensee may immediately at its option either: seek Licensor's agreement for Licensee to relocate its Structures to another location on the site; negotiate a reduction in license fees in direct proportion to the loss suffered; or deliver to Licensor a notice of intention to terminate this License with respect to the affected Structure. The Licensee will have 30 days after the date it delivered the notice of intention to terminate to remove Licensee's Structures and below ground concrete, and following such removal the termination shall be effective.

(d) When the termination is effective, Licensee shall receive all pre-paid license fees relating to such Structure for any unexpired term of this License, if any, and Licensee shall have no obligations to pay fees for periods after the date of the termination.

(e) Anything herein to the contrary notwithstanding, Licensor shall have no liability or obligation to Licensee or anyone claiming under or through Licensee for any injury, loss of revenue, business interruption, inconvenience or cost of removing or relocating or installing its Structures at an alternative site due to obstruction of view of its Structures or due to a termination of this Agreement. Any such removal or relocation shall be at Licensee's cost.

(f) If Licensee removes its Structures or fails to maintain permits, Licensor may terminate this License with 30 days advance written notice.

4. LICENSE FEES

Licensee shall pay Licensor license fees in the amounts shown on Exhibit B during the term of this License. In the event Licensee fails to pay any fees when due under the terms of this Agreement, then to help defray the additional cost of Licensor for processing such late payments, Licensee shall pay Licensor, on demand, a late charge equal to one and one-half percent 1-1/2% per month until paid in full; and the failure to pay such amount within ten (10) days of written notice of demand therefor shall be an event of default hereunder. This provision for such late charges shall be in addition to all of Licensor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Licensor's remedies in any manner.

5. LICENSEE STRUCTURES

Licensee is the owner of the Structures and has the right and the obligation to remove the Structures, including all concrete below ground, as provided in section 3 above. Licensee has the sole right to make any necessary applications with, and obtain permits from governmental entities for the construction, use and maintenance of the Structures, and shall be responsible for all costs associated therewith. All such permits shall remain the property of Licensee. Licensee shall have no obligation to pursue any zoning matter or to continue to maintain any permit. Any such action shall be at Licensee's option.

6. CONDEMNATION

If the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Licensee, if Licensor concurs, may relocate the Structures on Licensor's remaining property at Licensee's sole cost and expense or if Licensor does not concur, Licensee may terminate this License upon not less than thirty (30) days' notice and to receive all pre-paid license fees for any unexpired term of this Agreement. Licensee shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Licensee's interest in this Agreement, and/or relocation assistance. Licensor shall assert no rights in such interests. If condemnation proceedings are initiated, Licensor shall use its reasonable efforts to include Licensee as a party thereto. Once an eminent domain action is filed, no right of termination set forth anywhere in this Agreement may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

7. LICENSOR AUTHORITY

Licensor represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this License.

8. NOTICE OF PAYMENT ADDRESS

If (a) Licensee has not been informed of the current address of Licensor or its authorized agent, or (b) two or more of the monthly license fee payments sent by Licensee are not deposited by Licensor within ninety (90) days after the last such payment is sent by Licensee, then no further fees shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Licensor (i) gives Licensee notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Licensee's license fee obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred.

9. NOTICE

Any notice to any party under this Agreement shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and received for by a person at the address specified within this Agreement, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

Notices to Licensor shall be addressed as follows:

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Greater Cleveland Regional Transit Authority  
1240 West 6<sup>th</sup> Street  
Cleveland, Ohio 44113-1331  
Attention: Joseph A. Calabrese, CEO and General Manager/Secretary-Treas.  
And a copy to the same address, Attention: Property Manager

Notices to Licensee shall be addressed as follows:

Clear Channel Outdoor, Inc.  
12222 Plaza Drive  
Parma, Ohio 44130  
Attention: David Yale, Vice President/Public Affairs

Licensee or Licensor may from time to time designate by written notice to the other, in accordance with the terms of this Agreement, a new address for the mailing of notices.

10. COMPLIANCE WITH LAWS

(a) Licensee shall promptly perform and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and municipal governments, and of any and all of their departments and bureaus having jurisdiction or agreements with Licensor applicable to the Property or Licensee's Structures on the



Property, use of the Property and nuisances or other grievances in, upon or connected with such use during the term of this Agreement.

(b) Licensee shall obtain at its own cost all licenses and permits required for the operation and future removal of Licensee's Structures, and any improvements, if any, made by Licensee, from or on the Property, and covenants and agrees to pay all fees, charges, taxes and assessments, now or hereafter imposed, foreseen, and unforeseen, that may be due, levied or assessed against Licensee or Licensee's Structure, or Licensee's business during the term of this Agreement. Licensee shall also pay, any and all taxes and assessments that may be due, levied or assessed upon this Agreement, or that arise as a result of this Agreement or Licensee's use of the Property. In addition, Licensee shall also pay, prior to the time the same shall become delinquent, all taxes and assessments of any nature whatsoever imposed by any governmental authority on (or as a result of Licensee's installation of) Licensee's Structures.

#### 11. LIENS

Licensee shall keep the Property free and clear of any lien or encumbrance of any kind whatsoever created by Licensee's acts or omissions, and further will not directly or indirectly create, incur, assume or suffer to exist any materialman's, mechanic's, workmen's, repairmen's or any other similar lien. Licensor's interest in the Property further shall not be subject to liens for improvements, if any, made by Licensee, and Licensee shall have no power or authority to create any lien or permit any lien to attach to ~~the present estate, reversions or other estate of Licensor in the Property as a result of~~ improvements made by Licensee for any other cause or reason. Licensee acknowledges that such liens are expressly prohibited and that all persons performing work for Licensee must look solely to Licensee to secure payment for any work done or material furnished in connection with improvements and work made or performed by Licensee during the term of this Agreement. Licensee covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within three (3) days after Licensee is given written notice of the assertion of any such lien or claim of lien. Licensee shall advise all persons furnishing designs, labor, materials or services to the Property in connection with Licensee's improvements thereof of the foregoing provisions. Licensee shall hold Licensor harmless from all costs and liabilities incurred as a result of such liens or claims.

#### 12. EVENTS OF DEFAULT

The following events shall be deemed to be events of default by Licensee under this Agreement:

- (a) If Licensee fails to pay any installment of its license fees or the Relocation Fee herein when due, or any other payment or reimbursement to Licensor required here when due, and such failure shall continue for a period of ten (10) business days after receipt of written notice from Licensor to Licensee; or

- (b) If Licensee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; or
- (c) If Licensee shall file a petition under any paragraph or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Licensee shall be adjudged bankrupt or insolvent in proceedings filed against Licensee hereunder; or
- (d) If a receiver or trustee shall be appointed for all or substantially all of the assets of Licensee; or
- (e) If Licensee shall fail to comply with any other term, provision, condition or covenant of this Agreement, and shall not cure such failure within thirty (30) business days after written notice thereof is given by Licensor; or
- (f) If Licensee remains on the Property after the end of the Term (or any agreed upon renewal agreements) and has not entered into a renewed license agreement with Licensor.

13. REMEDIES:

- (a) Upon the occurrence of any of such events of default described above, Licensor shall have the option to pursue any one or more of the following remedies:
  - (i) Licensor may terminate this Agreement, in which event Licensee shall immediately surrender the Property to Licensor, and if Licensee fails so to do, Licensor, may, without prejudice to any other remedy which it may have for possession or arrearages in license fees, enter upon and take possession of the Property and expel or remove Licensee and its equipment and facilities or any part thereof without being liable for prosecution or any claim of damages therefor; and Licensee agrees to pay to Licensor on demand the amount of all loss and damage which Licensor may suffer by reason of such termination.
  - (ii) Licensor may enter upon the Property without being liable for prosecution or any claim for damages therefor, and do whatever Licensee is required to do under the terms of this Agreement; and Licensee agrees to reimburse Licensor on demand for any expenses which Licensor may incur in thus effecting compliance with Licensee's obligations under this Agreement, and Licensee further agrees that Licensor shall not be liable for any damages resulting to Licensee from such action, whether caused by the negligence of Licensor or otherwise.
- (b) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a

forfeiture or waiver of any license fees due to Licensor hereunder or of any damages accruing to Licensor by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Licensor or its agents during the term hereby granted shall be deemed a termination of this Agreement or an acceptance of the surrender of the Property, and no agreement to terminate this Agreement or accept a surrender of said Property shall be valid unless in writing signed by Licensor.

14. ASSUMPTION OF RISK; DAMAGE OR DESTRUCTION

Licensee assumes all risks of damage or loss to Licensee's Structures, if any, from fire, windstorm, hurricane and other acts of God, and from condemnation and any other event beyond Licensor's control. In the event the Property or any part thereof shall be damaged or destroyed by fire, windstorm, hurricane or other act of God, or from condemnation or any other event beyond Licensor's control, if any such damage renders all or a substantial portion of the Property unfit for the purpose intended, either Licensor or Licensee shall have the right to terminate this Agreement as of the date of such damage by giving written notice to the other at any time within ninety (90) days after the date of such damage, condemnation or other event, in which event, if Licensee is not otherwise in default, Licensee shall be entitled to an immediate refund of any prepaid license fees. Licensor shall have no duty or obligation to repair or restore Property and shall not have any liability or obligation to Licensee, or anyone claiming under or through Licensee, for any injury, loss of revenue, business interruption, inconvenience or cost of finding and installing its Structures at an alternative site.

15. NO INTEREST IN REALTY

This Agreement shall not at any time be interpreted to constitute a lease or sublease nor shall the same be interpreted as granting to Licensee any rights in or to the Property or any part thereof, except license rights for the purpose of constructing and maintaining outdoor advertising structures as otherwise provided herein.

16. INSURANCE:

- (a) Licensee shall pay for and keep in effect while this Agreement is in force, Workers' Compensation and Employer's Liability insurance as required by law, with a limit of liability for coverage B of at least One Million Dollars (\$1,000,000) per occurrence and in the aggregate; and comprehensive general liability insurance, written on an occurrence basis, which includes coverage for personal injury and broad form property damage, with minimum coverage limits of One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; and excess liability coverage of not less than (\$5,000,000) over the primary coverage stated in this sentence. Licensee's policy shall have a contractual liability endorsement for Licensee's obligations under this Agreement; including but not limited to, its obligations to indemnify Licensor under paragraph 17 below. Such

policy or policies shall name Licensor as an additional insured and shall contain a waiver of subrogation in favor of Licensor. Licensee shall obtain certificates of insurance reflecting said coverage under this paragraph. Such policy or policies shall be written by a good and solvent insurance carrier, having a Best Insurance rating of A or better, authorized to do business in the State of Ohio and reasonably acceptable to Licensor. Each policy shall contain a provision that no modification or cancellation shall be effective unless Licensor is given at least thirty (30) days' prior written notice thereof.

- (b) In the event that any third party shall work on the Property for Licensee, such third party shall provide Licensor and Licensee with certificates of insurance meeting the minimum coverage limits and conforming to such other requirements stated in paragraph 16(a) above for Licensor. Specifically, all third parties (including general contractors and all subcontractors) shall pay for and keep in effect while this Agreement is in force, Workers' Compensation and Employer's Liability insurance as required by law, with a limit of liability for coverage B of at least One Million Dollars (\$1,000,000) per occurrence and in the aggregate; and a comprehensive general liability policy of insurance, written on an occurrence basis, which includes coverage for personal injury and broad form property damage, with minimum coverage limits of One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; and excess liability coverage of not less than (\$5,000,000) over the primary coverage stated in this sentence. Such policy or policies shall name Licensor as an additional insured and shall contain a waiver of subrogation in favor of Licensor. Such policy or policies shall be written by a good and solvent insurance carrier, having a Best Insurance rating of A or better, authorized to do business in the State of Ohio and reasonably acceptable to Licensor. Each such policy shall contain a provision that no modification or cancellation shall be effective unless Licensor is given at least thirty (30) days' prior written notice thereof.

17. INDEMNIFICATION:

- (a) For good and valuable consideration in the amount of Ten Dollars (\$10.00) paid by Licensor to Licensee, the receipt and sufficiency of which is acknowledged by Licensee and which is separate and apart from consideration for the execution of this Agreement, Licensee agrees to indemnify and hold Licensor harmless from and against any and all losses, damages, demands and expenses in connection with or arising out of (i) claims, liens, charges, adverse interests or other encumbrances of any sort against or upon the Property caused or permitted, or alleged to have been caused or permitted, by Licensee or Licensee's agents, employees or invitees, whether occurring prior to, during or after the term of this Agreement, or (ii) Licensee's failure to pay

for any and all materials furnished, or work performed or improvements made for Licensee on the Property for any cause or reason.

- (b) Further and for the same consideration, Licensee agrees to indemnify, defend and hold harmless Licensor and its directors, officers, employees and agents (collectively, "Indemnities") from and against any and all liabilities, damages, claims, suits, injuries, costs (including court costs, attorneys' fees and costs of investigation), and actions of any kind (i) arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property occurring on, in, or about the Property or (ii) by reason of any other claim whatsoever of any person or party occasioned, or alleged to be occasioned, in whole or in part, by any act or omission on the part of Licensee or any invitee, guest, licensee, agent, employee, director, officer, contractor or subcontractor of Licensee, or (iii) by reason of any breach, violation, or nonperformance of any covenant under this Agreement by Licensee or (iv) by reason of any action by Licensor against Licensee to enforce its rights under this Agreement.
- (c) If any action or proceeding is brought by or against any Indemnitee pursuant to subparagraphs in 17 above, Licensee shall defend such action or proceeding, at Licensee's expense, by or through attorneys reasonably satisfactory to Licensor. The provisions of this paragraph 17 apply to all activities of Licensee with respect to the Property, whether occurring before or after the commencement date of the term, and before or after the expiration or termination of this Agreement. Licensee's obligations under this paragraph 17 are not limited to the limits or coverage of insurance maintained, or required to be maintained, by Licensee under this Agreement.

18. DISCLAIMER

Licensor shall have no liability to Licensee or anyone claiming under or through Licensee for (i) any injury, loss of revenue, business interruption, inconvenience, loss or damage to Licensee caused by failure of equipment, or the malfunctioning or interruption of any service, utility, facility, or installation supplied by Licensee or Licensor, the principals, employees, or agents of each, or any other person, or (ii) for the making of any alteration of, or improvement or repair to the Property, Licensor's equipment or the equipment of other users located in or on the Property, whether required by any governmental agency, or due to casualty, or for any other reason.

19. ESTOPPEL CERTIFICATE, ATTORNMENT, SUBORDINATION AND RECORDING

Licensee acknowledges and agrees that this Agreement is and shall be subject and subordinate to any mortgage now existing or hereafter placed by Licensor upon the Property or any structure thereon. Within ten (10) days after the request by Licensor, Licensee shall deliver to Licensor, without charge or expense to Licensor, a written and acknowledged statement certifying, if true, that Licensee is in possession of the Property,

that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the agreement is in full force and effect, as modified, and stating the modifications), and the dates to which the license fees and other charges have been paid in advance, if any. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or lender or the mortgagee, beneficiary, or guarantors of any security or interest, or any assignees of any such parties under any mortgage now or hereafter given by Licensor.

20. ASSIGNMENT:

- (a) By Licensee. Licensee shall have no right to sell, convey, assign, sublet, pledge, encumber or otherwise transfer its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Licensor. Consent to any one or more of such transfers or encumbrances shall not be deemed to waive Licensor's right to approve any further encumbrance or transfer. Approval of an encumbrance shall not be deemed approval or permission for a transfer to occur without such consents in the event of default thereunder and the attempted enforcement by foreclosure or seizure of Licensee's Structures. Any transfer by operation of law, merger, consolidation or joint venture shall be deemed an assignment for purposes of this Agreement. Any sale, assignment, conveyance, mortgage, pledge, encumbrance or other transfer or attempted sale, assignment, conveyance, mortgage, pledge, encumbrance or other transfer of Licensee's rights under this Agreement without the prior written consent of Licensor shall be void and shall constitute a breach of this Agreement.
- (b) By Licensor: This Agreement shall inure to the benefit of Licensor's successors, assignees and affiliates. Licensor and any subsequent assignee may freely assign this Agreement to any party, provided that such party assumes and agrees in writing to perform all of the Licensor's obligations hereunder, and upon such event, Licensor shall automatically and entirely be released from all covenants and obligations under this Agreement from and after the date of such assignment. Licensor shall not be required to obtain the consent of Licensee regarding an assignment of this Agreement.

21. BINDING EFFECT

Each term and each provision of this Agreement to be performed by Licensee shall be construed to be both an independent covenant and a condition. The reference to successors and assigns of Licensee is not intended to constitute a consent by Licensor to any assignment or transfer by Licensee, but has reference only to those instances in which Licensor may have given consent to a particular assignment.

22. GOVERNING LAW

The validity, interpretation, and effect of this Agreement shall be governed by the laws of the State of Ohio.

23. HAZARDOUS MATERIALS:

(a)(i) Licensee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Property by Licensee, its agents, principals, employees, contractors, consultants or invitees (or any other person on the Property claiming its right of entry by or through Licensee) without the prior written consent of Licensor, which consent may be withheld for any reason whatsoever or for no reason at all. If Licensee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Property caused or permitted by Licensee (or the aforesaid others) results in contamination of the Property or the surrounding area(s), or if contamination of the Property or the surrounding area(s) by Hazardous Material otherwise occurs for which Licensee is legally, actually or factually liable or responsible, then Licensee shall fully and completely indemnify, defend and hold harmless Licensor (or any party claiming by, through or under Licensor) from any and all claims, judgments, damages, penalties, fines, costs, liabilities, expenses or losses including, without limitation: (i) diminution in the value of the Property and/or the land on which the tower is located and/or any adjoining area(s) which Licensor owns or in which it holds a property interest; (ii) any asserted damage to neighboring properties or the occupants of such properties, and (iii) any sums paid in settlement of claims, attorneys' fees, consultants fees and expert fees which arise or arose before, during or after the term of this Agreement as a consequence of such contamination. This indemnification of Licensor by Licensee includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Property or the surrounding area(s) caused or permitted contamination of the Property or the surrounding area(s), Licensee shall immediately take all actions at its sole expense as are necessary or appropriate to return the Property and the surrounding area(s) to the condition existing prior to the introduction of any such Hazardous Material thereto; provided that Licensor's prior written approval of such actions by Licensee shall be first obtained. The foregoing obligations and responsibilities of Licensee shall survive the expiration or earlier termination of this Agreement.

(ii) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that are or become regulated under any applicable local, state or federal ordinance, regulation or law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental ordinance, regulation or law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum.

(b) Licensor and its agents shall have the right, but not the duty, to inspect the Property at any time to determine whether Licensee is complying with the terms of this paragraph. If Licensee is not in compliance with this paragraph, Licensor shall have the right to immediately enter upon the Property to remedy any contamination caused by Licensee's failure to comply, notwithstanding any other provision of this Agreement. Licensor shall not be liable for any interference caused thereby. Further, any noncompliance by Licensee with its duties, responsibilities and obligations under this paragraph, which is not corrected within 30 days of its occurrence, shall be a default of this Agreement by Licensee. No notice by Licensor to Licensee shall be required.

24. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, as long as the general intent and material benefits negotiated by each of the parties shall not be substantially diminished nor impaired, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

25. EFFECT OF WAIVER

~~No waiver by Licensor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Licensor's acceptance of the payment of the license fees, or a portion of the license fees due, or other payments hereunder after the commencement by Licensor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or Licensor's right to enforce any such remedies with respect to such default or any subsequent default.~~

26. AUDITS AND INSPECTION.

The Licensee shall maintain books, records, documents, and other evidence directly pertinent to the Agreement in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulations, Parts 30 and 31. The Licensee shall also maintain the financial information and data used by it in the preparation or support of Gross Revenue and Net Revenue monthly statements it shall provide to Licensor. The Licensor, the U.S. government, and the State government or their authorized representative shall have access, at all times during normal business hours, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Licensee will provide facilities for such access and inspection. The rights granted the Licensor and the government under this provision shall remain in full force and effect for three (3) years after termination of this Agreement for



whatever reasons, and shall extend to any subcontractors performing work under this Agreement.

27. HEADINGS

The headings in this Agreement are solely for convenience or reference and shall not affect its interpretation.

28. ENTIRE AGREEMENT

This Agreement constitutes the full and complete understanding between the parties regarding the Property and/or the Structures and supersedes and replaces all prior agreements and negotiations between the parties. This Agreement shall not be altered, amended or otherwise modified except by the express written agreement between the parties executed by each of the parties to this Agreement.

WITNESS the execution hereof by Licensor and Licensee as of the day and year first above written.

CLEAR CHANNEL OUTDOOR, INC.

LICENSOR

By: Bill Flath

By: \_\_\_\_\_

Its: Division President

Joseph A. Calabrese, CEO  
Its: General Manager/Secretary-Treasurer

Date: 2/23/03

Date: \_\_\_\_\_

Branch Address: 12222 Plaza Drive  
Parma, Ohio 44130

Printed Name of Licensor: Greater  
Cleveland Regional Transit Authority  
Address: 1240 West 3<sup>rd</sup> Street  
Cleveland, Ohio 44113  
(216) 566-5100

Tel No. (216) 676-4231

SS or Tax ID No. \_\_\_\_\_

The legal form and correctness of the within instrument are hereby approved.

\_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager for Legal Affairs

WITNESSES:

WITNESSES:

Print: DAMIR KOSEC

Print: \_\_\_\_\_

Print: SCOTT E. ROWLAND

Print: \_\_\_\_\_

**EXHIBIT A**

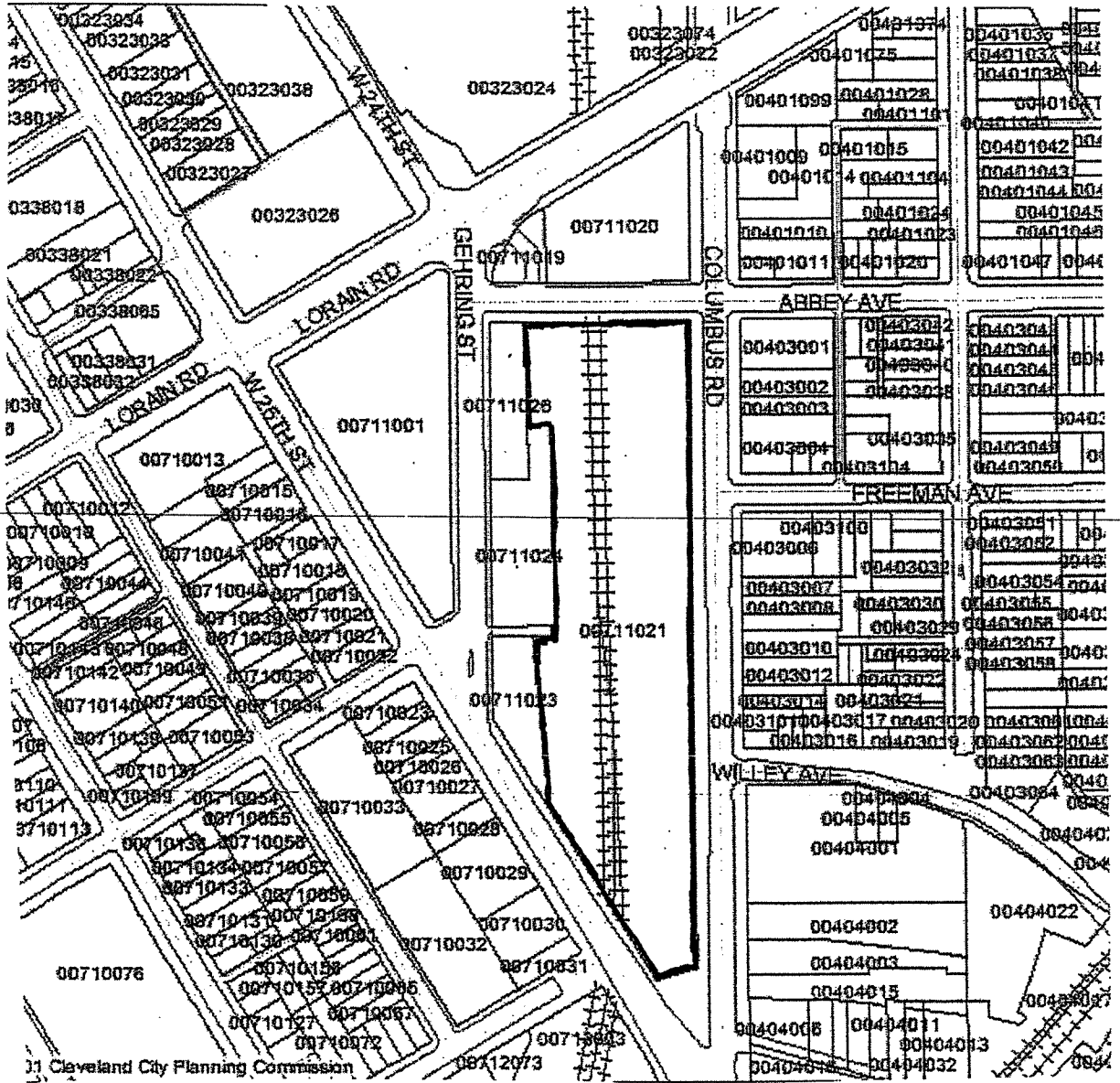
Seven signs located near Lorain/Carnegie Bridge in the City of Cleveland

## EXHIBIT B

Seven signs located near Lorain/Carnegie Bridge in the City of Cleveland

License fees shall be a sum equivalent to twenty-five percent (25%) of Net Revenue. Net Revenue is gross revenue minus advertising agency fees (usually about 15% of gross). License fees are due semi-annually in arrears.

All payments will be submitted with a copy of the prior semi-annual Profit and Loss Statement no later than ten (10) days after the end of each semi-annual period.



**EXHIBIT A**

Permanent Parcel Nos. 021-07-026, 021-07-027, 021-08-001

Formerly known as Lease No. 8176 located on Triskett 500' E. of W. 139<sup>th</sup> St. in the City of Cleveland.

**EXHIBIT A**

Permanent Parcel No. 126-27-026

Formerly known as Lease No. 3761 located on the N. side of Shaker N. of Colfax in the City of Cleveland.

**EXHIBIT A**

Permanent Parcel No. 342-19-008

Formerly known as Lease No. 7425 located on Rt. 237 S. of Brookpark in the City of Brook Park.

**EXHIBIT A**

Permanent Parcel No. 005-01-001

Formerly known as Lease No. 8175 located on Madison E. of W. 117<sup>th</sup> in the City of Cleveland.



**EXHIBIT A**

Permanent Parcel No. 002-27-023

Formerly known as Lease No. 7599 located on Lorain 140' E. of W. 61<sup>st</sup> St. in the City of Cleveland.

**EXHIBIT A**

Permanent Parcel Nos.: 344-30-001, 344-30-014, 344-30-015

Formerly known as Lease No. 8509 located on Engle 150" n. Brookpark in the City of Brook Park.

**EXHIBIT A**

Permanent Parcel Nos. 101-31-024 to 101-31-033

Formerly known as Lease No. 7319 located on Eagle Avenue in the City of Cleveland.

**EXHIBIT A**

Permanent Parcel No. 133-24-019

Formerly known as Lease No. 8192 located on E. 93<sup>rd</sup> N. of Cambridge in the City of Cleveland.



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

B-29

<b>TITLE/DESCRIPTION:</b> AUTHORIZING THE GENERAL MANAGER/SECRETARY-TREASURER TO ENTER INTO LICENSE AGREEMENTS WITH CLEAR CHANNEL OUTDOOR, INC. TO PROVIDE BILLBOARD ADVERTISING IN MULTIPLE LOCATIONS FOR A PERIOD OF TEN (10) YEARS.	Resolution No.: 2004-46
	Date: April 15, 2004
	Initiator: Programming & Planning
<b>ACTION REQUEST:</b> <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 **PURPOSE/SCOPE:** By entering into License agreements GCRTA will have the ability to capture revenues on all of the billboards that reflect current industry practices. It also simplifies the management of these important assets
  
- 2.0 **DESCRIPTION/JUSTIFICATION:** . GCRTA has had leases for billboards on its property with various companies since its incorporation. Many of the leases were inherited by GCRTA from Cleveland Transit System (CTS). As media companies came and went, the leases were assumed by other companies. They vary in term and revenue generation and age. Over the years through company mergers, Clear Channel Outdoor, Inc. has come to hold the rights to leases. Moreover, GCRTA found some billboards that were being used for advertising that were not under agreement thus, GCRTA was not collecting the revenue. GCRTA has been negotiating with Clear Channel to include all billboards, to increase the revenue it receives from these billboards, and to create uniform, updated agreements for all billboards. GCRTA determined by market review that there is no competition reasonably available for these licenses. This resolution provides GCRTA the authority to enter into separate license agreements for each billboard location with the same terms for all 20 billboards. The term of the Licenses are for ten (10) years with the term beginning on October 1, 2002 and ending June 30, 2012. After October 1, 2007, either party has the right to cancel the agreement at the end of the term year with a 90-day written notice.
  
- 3.0 **PROCUREMENT BACKGROUND:** . Under ORC 306.42, leases are exempt from Procurement regulations
  
- 4.0 **DBE/AFFIRMATIVE ACTION BACKGROUND:** .Does Not Apply
  
- 5.0 **POLICY IMPACT:** This is in compliance with the Board of Trustees' Real Estate Policy passed on May 21, 2002 under Resolution No. 2002-098. Board action is required because the term of the licenses of GCRTA's Real property are for more than one year.
  
- 6.0 **ECONOMIC IMPACT:** The estimated revenue generated by these licenses far surpasses any revenue the Authority has been receiving to date and reflects the current market rate of which is 25% of the Net Revenues (minus advertising fees, approximately 15%). The fees collected from these agreements will be deposited into the GCRTA General Fund.
  
- 7.0 **ALTERNATIVES:** Do not approve the License Agreement thereby not maximizing the revenue potential of these important assets.

B-30

- 8.0 RECOMMENDATION: This item was recommended for approval to the Board of Trustees by the Finance Committee at their April 6, 2004 meeting.

Recommended and certified as appropriate to the availability of funds,  
legal form and conformance with the Procurement requirements.



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CEO, General Manager/Secretary-Treasurer