

STANDSTILL AGREEMENT

The City of Tacoma and Clear Channel Outdoor, Inc. wish to reach a comprehensive understanding on the appropriate regulation of outdoor advertising in Tacoma. To facilitate that goal, the City and Clear Channel agree as follows:

1. Future discussions regarding billboard regulation shall be covered by ER 408.
2. Promptly after execution of this agreement (the "Standstill Agreement"), the parties shall file a dismissal without prejudice, and without costs or fees, of the pending lawsuit between the City and Clear Channel (City of Tacoma v. Clear Channel Outdoor, Inc., No. C11-5747 BHS) ("The Lawsuit").
3. If either the claims or counterclaims in The Lawsuit are later refiled, they shall be deemed to have been brought as of the date they were originally filed for purposes of the statute of limitations, waiver and laches.
4. The City agrees to stay enforcement of Substitute Ordinance No. 28009 for a period of two years, following the effective date of this Standstill Agreement ("Standstill Period"). During the Standstill Period, the billboard code adopted in 1997 shall apply to Clear Channel, with the exception of Section 13.06.521N6(C)(6)(Amortization), which Section shall not apply to or be enforced against Clear Channel during the Standstill Period. During the Standstill Period, the parties agree to meet and confer to determine if a permanent solution can be reached to resolve the issues between the parties. These discussions will focus on a sign consolidation program whereby a plan could be developed to remove specified signs from designated portions of the City in exchange for bulletin sized static billboards to be constructed or reconstructed in certain areas of the City which are mutually agreeable to the City and Clear Channel. These discussions will also include a plan for vested rights for all constructed and newly constructed or reconstructed billboards. Should the issues between the parties not be resolved during the Standstill Period, either party shall have the right to reinstitute The Lawsuit without waiving any claims, defenses or appeal rights. Clear Channel recognizes that nothing in this Standstill Agreement authorizes the construction of digital billboards in the City of Tacoma.
5. The parties agree that the following shall occur within the time periods provided herein:
 - (a) Within thirty (30) days following the effective date of this Standstill Agreement, Clear Channel agrees to submit a letter to the City relinquishing its rights in all banked sign permits currently on file with the City.
 - (b) Within 30 days following the effective date of this Standstill Agreement, Clear Channel shall apply for all permits necessary to remove the billboards at the locations more fully set forth on Schedule 1 attached hereto (the "Removed Billboards"). Clear Channel shall remove the Removed Billboards within 60 days of issuance of said permits. For purposes of this provision, removal means removal of billboard face and structure, cut down to grade and a maximum of two (2) feet of the below grade of the footings removed. It is

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agreed between the parties that the Removed Billboards will count toward any consolidation plan that is reached in resolution of The Lawsuit. In further consideration of this Standstill Agreement, Clear Channel relinquishes any claim to just compensation for the Removed Billboards.

(c) Within ninety (90) days following the effective date of this Standstill Agreement, the billboards more fully set forth on Schedule 2 attached hereto (the "Repaired Billboards") shall receive routine maintenance as reasonably determined by Clear Channel in order to insure that such Repaired Billboards comply with all applicable laws and regulations within such time period. If the City determines that any additional routine maintenance is required to the Repaired Billboards with such time period, the City and Clear Channel shall use good faith efforts during such period to agree upon any additional routine maintenance to be undertaken by Clear Channel.

6. This Standstill Agreement contains the entire understanding between the parties regarding this Standstill Agreement. There are no other representations, agreements, arrangements or understandings, verbal or written, between and among the parties relating to the subject matter of this Standstill Agreement.

7. The provisions of this Standstill Agreement are severable, and if any part of it is found to be unlawful or unenforceable, the other provisions of this Standstill Agreement shall remain fully valid and enforceable to the maximum extent consistent with applicable law.

8. Except as otherwise herein provided, this Standstill Agreement shall be binding upon and inure to the benefit of the parties, their successors, heirs and assigns.

9. This Standstill Agreement shall be construed and interpreted under the laws of the State of Washington.

10. Each of the parties signing hereto warrants that it has the full authority to sign this Standstill Agreement binding their marital community, themselves, or the governmental entity upon and on behalf of said individual who is signing.

11. The effective date of this Standstill Agreement shall be August 15, 2012.

DATED this 15th day of August, 2012.

CLEAR CHANNEL OUTDOOR

By [Signature]
Its EVP and General Counsel
[Signature]
EVP and ES take

CITY OF TACOMA

By [Signature]
T.C. Broadnax, City Manager
[Signature]
Elizabeth A. Pauli, City Attorney

SCHEDULE 1

Removed Billboards

<u>Panel</u>	<u>Lease</u>	<u>Sales Address</u>
045240	9873	6TH AV SL 304F E/O STATE ST WF-2
043804	10356	S TACOMA WY EL 300F S/O S 66TH ST SF-2
040229	11361	E 11TH ST NL .4 MI W/O MARINE VIEW DR WF 1
040230	11361	E 11TH ST NL .4 MI W/O MARINE VIEW DR EF 2
040232	11361	E 11TH ST NL .5 MI W/O MARINE VIEW DR EF 1
040233	11361	E 11TH ST NL .5 MI W/O MARINE VIEW DR WF 1
040235	11368	E 11TH ST SL 265F W/O TAYLOR WY EF-1
040236	11368	E 11TH ST SL 265F W/O TAYLOR WY WF-2
044076	11613	S TACOMA WY WL 50F N/O S 52ND ST NF-1
044075	11613	S TACOMA WY WL 5F N/O S 52ND ST SF-1
040624	12178	PUYALLUP AV SL 120F E/O E "C" ST EF-1
040625	12178	PUYALLUP AV SL 120F E/O E "C" ST WF-1
045492	12869	S 11TH ST NL 20F W/O S "J" ST EF-1
044471	13221	CENTER ST NL 100F W/O LAWRENCE ST EF-2
044469	13221	CENTER ST NL 100F W/O LAWRENCE ST WF-1
044585	14151	S 38TH ST SL 125F E/O PUGET SOUND AV EF-1
044586	14151	S 38TH ST SL 125F E/O PUGET SOUND AV WF-2
045655	37795	TACOMA AV WL 75F S/O S 14TH ST SF-1
040666	40025	PUYALLUP AV SL 150F E/O PACIFIC AV EF-1
040667	40025	PUYALLUP AV SL 25F E/O PACIFIC AV NF-1
044219	40056	S TACOMA WY SL 50F W/O JUNETT EF-1
044220	40056	S TACOMA WY SL 50F W/O JUNETT WF-2
044448	40057	CENTER ST NL 5F W/O CEDAR ST WF-1
045135	40062	6TH AV NL 50F E/O ALDER ST WF-1
045136	40062	6TH AV NL 50F E/O ALDER ST WF-2
040748	40140	"A" ST WL 50F S/O S 27TH ST NF-1
041286	40261	MCKINLEY AV WL 70F N/O E 63RD ST SF-1
041287	40261	MCKINLEY AV WL 70F N/O E 63RD ST NF-2
041266	40261	MCKINLEY AV WL 33F N/O E 63RD ST SF-1
040222	40316	MARINE VIEW DR EL 500F S/O E 11TH ST SF-2
040221	40316	MARINE VIEW DR EL 500F S/O E 11TH ST NF-1

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SCHEDULE 2

Repaired Billboards

<u>Address</u>	<u>Lease</u>	<u>Ride Description</u>
1314 Puyallup Ave.	14050	Puyallup AV SL 600F W/O Portland Av
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2344 Jefferson	9035	Jefferson AV WL 215F N/O S 25TH ST
3537 McKinley Ave.	9067	McKinley AV EL 100F N/O Morton
3537 McKinley Ave.	9067	McKinley AV EL 100F N/O Morton
2365 Tacoma	10808	Tacoma AV EL 65F N/O S 25TH ST
1309 S. 56th St.	11381	S 56th ST NL 100F W/O S M ST
1217 S. 56th St.	12203	S 56th ST NL 45F E/O S M ST
2301 Pacific Ave.	13133	Pacific AV EL 50F S/O 23RD ST
2220 E. Q St.	14049	Puyallup AV SL 475F E/O Portland AV
2220 E. Q St.	14049	Puyallup AV SL 475F E/O Portland AV
2510 Pacific	14065	Pacific AV WL 150F N/O S Tacoma HWY 509 SL .2M E/O Portland AV
2216 E. Q St.	14084	Overpass
2404 6th Ave.	14135	6TH AV SL 25F W/O Steele St
856 S. 38th St.	14149	38TH ST SL 100F W/O Thompson AV
856 S. 38th St.	14149	38TH ST SL 100F W/O Thompson AV
3519 6th Ave.	37869	6TH AV NL 50F E/O Union St
6519 6th Ave.	13310	6TH AV SL 750F W/O Pearl