

BILLBOARD DEVELOPMENT AGREEMENT

THIS BILLBOARD DEVELOPMENT AGREEMENT (“Agreement”) is made as of the ____ day of __, 2019 (“Date of this Agreement”), by and between THE CITY OF SNELLVILLE, GEORGIA, a municipal corporation of the State of Georgia (“City”) and CLEAR CHANNEL OUTDOOR, INC. a Delaware corporation (“Clear Channel”).

W I T N E S S E T H:

WHEREAS, Clear Channel currently owns six outdoor advertising signs (“CCO Billboards”) containing twelve outdoor advertising faces (“CCO Faces”) within the city limits of Snellville, Georgia; and

WHEREAS, each of the Billboards is a nonconforming sign under the City’s current Sign Ordinance (the “Sign Ordinance”); and

WHEREAS, although the City anticipates that nonconforming signs will be reduced in number over time, experience has shown that nonconforming signs such as the Billboards are properly maintained by their owners and therefore are not generally removed as a result of normal wear and tear; and

WHEREAS, the City desires to reduce the number of nonconforming signs, such as the CCO Billboards, within its jurisdiction, while simultaneously allowing for the efficient use of remaining billboards within its jurisdiction to promote the economy and events within the City; and

WHEREAS, the Sign Ordinance permits the use of LED technology and Electronic Message Boards, which technology provides an opportunity for Clear Channel to increase the efficiency of the CCO Billboards for advertising purposes; and

WHEREAS, in order to accomplish the respective goals of the City and Clear Channel, the City and Clear Channel desire to remove two CCO Billboards and their corresponding four CCO Faces, to convert four other existing CCO Faces to electronic message boards and to modify or rebuild the corresponding CCO Billboards to both ensure such Billboards comply with current applicable building codes and to blend in more aesthetically with its surroundings as more particularly described in Exhibits “A”, “B” & “C”; and

WHEREAS, the City and Clear Channel have determined that the most feasible method to accomplish this goal is by entering into and following the terms and conditions of this Agreement; and

WHEREAS, this Agreement has been approved by the City in the manner required so as to accomplish the provisions set forth herein and to grant to Clear Channel the rights specified herein, subject to Clear Channel’s compliance with the terms hereof.

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS; RECITALS; LIMITED LIABILITY OF AUTHORITY AND CORPORATION

1.1 Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings set forth below.

"Agreement" means this Development Agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

"Billboard" means a sign structure containing a sign face that is more than 300 square feet in size

"Contractor" means any person or company that Clear Channel contracts with to provide materials, labor and/or services for the Project.

"Conversion Structures" means those existing Sign Structures located at 2007 Scenic Highway and 2764 West Main Street as identified on Exhibit "A" that are to be converted to Electronic Message Boards as set forth herein.

"Electronic Message Board" means any sign that uses changing lights or colors to form a sign message or messages wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes, including signs utilizing LED, LCD, or similar technology.

"Face" means that portion of the Billboard upon which the advertising message is displayed.

"Plans and Specifications" means the final plans and specifications for the Improvements which have been approved by the City and Clear Channel which are, pursuant to the terms and conditions of this Agreement, developed from, and are within the scope of, the Project Description and the outline plans and specifications attached to this Agreement as Exhibit "B" and incorporated herein by this reference.

"Property" means that certain real property located in the City of Snellville, Gwinnett County, Georgia which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

"Project" means the demolition and removal of the existing signs as well as the construction and installation of the new electronic message boards and support structure as more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

"Project Description" means the description of the Project which is set forth in Exhibit "A" attached hereto and made a part hereof by this reference.

"Property Owners" means those individuals who own the real property upon which the Support Structure or Billboard addressed in this agreement are located.

"Removal Structures" means those existing Sign Structures located at 2992 West Main Street and 200 East Main Street as identified on Exhibit "A" that are to be removed as set forth herein.

"Support Structure" means the physical infrastructure used to hold and display a sign face or faces.

2. DEVELOPMENT OF THE PROJECT.

2.1 Permissions, Design, Construction, Installation and Demolition.

(a) Property Owners: Clear Channel shall be solely responsible for all negotiations with the Property Owners regarding the Project.

(b) Design and Construction: Clear Channel shall be responsible for the design, construction, demolition and installation of the Project, subject to input from the City. Clear Channel agrees to cause labor, materials, equipment and supplies to be furnished in such quantities, and work its force in such hours, as will be necessary to accomplish the completion agreed to herein.

(c) Permitting: Subject to the terms and conditions of this Agreement, and notwithstanding any provisions to the contrary in the Snellville Zoning Ordinance, the City hereby approves the conversion of the four Sign Faces on the two Conversion Structures as set forth on Exhibits B and C. Clear Channel shall submit its plans for the Project to the City for review and approval. While the Project shall be reviewed for compliance with applicable building, electrical, and other construction codes, the City acknowledges and agrees that it has approved all necessary variances from the Sign Ordinance and the Snellville Zoning Ordinance to permit the Project to be completed in accordance with the Plans set forth on Exhibits A, B and C. City shall cooperate with Clear Channel in regard to any necessary permit applications that must be submitted to, and approved by GDOT or any other state agency in association with the Sign Structures. Clear Channel will be required to apply for and obtain City-issued Demolition Permits for the removal of the Removal Structures in accordance with the terms of this Agreement which permits will not be unreasonably withheld by the City. The City and Clear Channel acknowledge and agree that the Plans and Specifications shall be prepared pursuant to, and in accordance with the scope of, the Project Description and the outline specifications attached hereto as Exhibits "A", "B" & "C".

(d) The City and Clear Channel covenant and agree to cooperate and work together in a reasonable manner and in good faith in connection with the development, construction, installation and implementation of the Project in accordance with the Project Description and with the Plans and Specifications.

2.2 Clear Channel's Duties

(a) Clear Channel agrees that it shall cause the work to be performed in a good and workmanlike manner.

(b) Clear Channel shall at all times cause the Project to be kept free from unreasonable accumulation of waste materials or rubbish caused by its operations. Following the Completion of the Work, Clear Channel shall cause the removal of all of its waste material and rubbish from and around the Project as well as all tools, construction equipment, machinery and surplus materials brought into the Project by any Contractor.

(c) Except as otherwise specified herein, Clear Channel will comply, or cause to be complied, with all laws and ordinances legally enacted and in effect which govern the proper execution of the Project.

(d) Clear Channel shall take or cause to be taken necessary precautions for the safety of its employees and the employees of any Contractor on the Project, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Project.

(e) Clear Channel warrants to the City that all materials and equipment furnished under this Agreement, and that all work performed hereunder, will be of good quality, free from improper workmanship and defective materials and in conformance with the Plans and Specifications.

2.3 Project Costs; Plan Modifications.

(a) Subject to the terms and conditions of this Agreement, Clear channel agrees that all costs related to the Project shall be the sole responsibility of and be paid by Clear Channel.

(b) The Plans and Specifications for the Project may be changed by Clear Channel at any time following the Date of this Agreement pursuant to a Plan Modification, provided that such changes to the Plans and Specifications must be within the overall scope of the Project Description and the outline specifications attached to this Agreement as Exhibit "A" and are agreed upon by the City, acting in good faith, and meet all standards required by the Department of Planning and Development and the ordinances of the City of Snellville, except as such ordinances may have been varied by the terms of this Agreement..

(c) Clear Channel shall require each Contractor to procure and maintain statutory workers' compensation insurance during the term of such Contractor's contract, covering such Contractor's employees working thereunder.

2.4 Insurance.

(a) Clear Channel shall procure and maintain standard form comprehensive general public liability, covering all operations and automobiles, and property damage insurance in the amount of at least \$1,000,000, or shall otherwise maintain such programs of self-insurance as are appropriate to cover such risks. A copy of such insurance policy, or a certificate with respect thereto, shall be provided to the City by Clear Channel prior to the commencement of any Work. Such insurance shall provide protection from all claims for bodily injury, including death, property damage and contractual liability. All contractors engaged by Clear Channel shall maintain policies of insurance under builder's risk insurance or other insurance coverages obtained by the Contractor.

2.5 Operation of Electronic Message Boards

(a) Notwithstanding any provisions of the ordinances of the City to the contrary, the Electronic Message Boards shall be operated in accordance with the following restrictions:

- i. The Electronic Message Board may include the entire Sign Face, but shall not exceed 672 square feet in size;
- ii. Only static messages shall be displayed on the Electronic Message Board.

Each individual static message shall remain unchanged on the display for not less than ten seconds. The change between each static message shall be accomplished within one second, and such change shall not include any scrolling, blinking, fading, frame effects, or other graphics. Animation, flashing, blinking, and video images are prohibited;

- iii. Each Electronic Message Board shall contain a light sensing device which will adjust the Sign Face brightness to account for changing ambient light conditions. The maximum brightness produced by each Electronic Message Board Sign Face shall not exceed three-tenths (0.3) foot candles above ambient light levels as measured at five feet above the ground at a distance of two hundred and fifty feet (250') from the Sign Face.
- iv. Clear Channel shall provide the City with twenty-four-hour contact information in the event the City needs to notify Clear Channel of the malfunction of the Electronic Message Board. In the event of a malfunction of the Electronic Message Board such that it violates the provisions of this Agreement, or otherwise constitutes an unreasonable traffic or safety hazard, the Electronic Message Board shall either be turned off, display a blank image or the display frozen to a single image until it can be repaired.

(b) Clear Channel shall participate in the National Amber Alert Program, FBI, GBI, and other recognized emergency alert broadcasting systems in regard to the Electronic Message Board. In addition, Clear Channel shall coordinate with the Snellville Police Department to permit the display of local emergency messages where appropriate.

(c) In addition, Clear Channel shall provide the City with one standard time spot (or "flip") out of the standard eight advertiser rotations of each Electronic Message Board Face for a period of two (2) weeks, four (4) times per year (the "City PSA Spots"). The City PSA Spots shall advertise or promote only Snellville itself or other Snellville sponsored events and/or community information and shall not advertise specific businesses or other commercial ventures. All City PSA advertising copy is subject to Clear Channel's standard copy approval and rejection policy then in effect. Snellville shall prepare advertising copy and artwork in a commercially standard form as may be reasonably requested by Clear Channel. Snellville shall request the use of its City PSA Spots not less than sixty (60) days prior to the time period for which it requests the advertisement to be displayed. Snellville shall not "stack" the City PSA Spots together but shall use each of the two (2) week allotted time spots over the course of each year. Additionally, upon request of the City, when Clear Channel has an Advertising Slot which is not being utilized, Clear Channel may make such vacancy available to the City in the same manner that Clear Channel makes such vacancies available to other PSA advertisers to provide additional display of the City's PSA advertising described above. Any unused City PSA Spots that are not utilized by the City in any given year shall not roll-over or otherwise be available for use by the City in future years.

In the event that Clear Channel removes any of the Electronic Message Board Faces from the Sign Structures in the future, or if Clear Channel is unable to continue to operate the Electronic Message Board as a multiple message sign due to the operation of any applicable law, rule, or property owner restriction, Clear Channel shall be relieved of its obligation to provide the City PSA Spots on such affected Face(s) so long as such Face(s) cannot be operated as a multiple message sign in accordance with the terms of this Agreement.

(d) Clear Channel reserves the right in its sole discretion to remove any of the Electronic Message Boards from any of the Conversion Structures and operate such Billboard(s) or Face(s) as printed/non multiple message Faces in the future.

3. LABOR AND MATERIALS. Clear Channel shall provide all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the construction of the Project. Clear Channel shall at all times enforce discipline and good order among its agents, employees, representatives and subcontractors and shall not knowingly employ or permit to be employed in connection with the construction of the Project any unfit person or anyone not reasonably skilled in the task assigned to him.

4. INDEMNIFICATION.

4.1 To the fullest extent permitted by law, Clear Channel shall indemnify and hold harmless the City and their assigns, officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees reasonably and actually incurred, arising out of or resulting from construction, operation and maintenance of the Billboards that are upgraded to Electronic Message Boards in accordance with this Agreement.

4.2 In the event any and all claims against the City, or any of their assigns, officers, agents or employees by any employee of Clear Channel, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Clear Channel or any Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

5. PERMITS, FEES AND NOTICES. Clear Channel shall apply for and pay for or cause to be secured and paid for the permits necessary for the performance of the Projects, and the City shall review and consider such permit applications in good faith and in accordance with the terms of this Agreement. and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of construction of the Project. All costs for such permits, fees, licenses and inspections shall be included in the Project Costs. If Clear Channel performs or causes to be performed any Work on the Project contrary to such

laws, ordinances, rules, regulations and lawful orders, Clear channel shall assume full responsibility therefor and shall bear all costs attributable thereto.

6. TIMING OF THE WORK: It is anticipated that in performing the Project and installing the Electronic Message Boards, Clear Channel may desire to modify one or more of such Sign Faces to Electronic Message Boards at a later date. Clear Channel shall not be permitted to install an Electronic Message Board until it shall have first removed at least one of the Removal Structures, and Clear Channel shall not be entitled to install more than two Electronic Message Boards until such time as it has removed both Removal Structures. Clear Channel shall remove at least one of the Removal Structures within not more than one (1) year of the date of this Agreement, and shall removal both Removal Structures by no later than August 1, 2022. In addition, Clear Channel shall not be entitled to install an Electronic Message Board on the Sign Structure located at 2007 Scenic Highway until such time as it has relocated the Conversion Sign Structure in accordance with the plans attached as Exhibit “___”, or until such time as the property owner may have refused Clear Channel’s request to relocate such Sign Structure. Within one year of the date of this Agreement, Clear Channel shall either (i) relocate the Sign Structure located at 2007 Scenic Highway as contemplated hereby, or (ii) present the City with evidence of either the property owner’s refusal to allow such relocation, or evidence that relocation as requested by the City is not feasible. Unless otherwise extended by agreement of the City in writing, Clear Channel shall have a period of two (2) years from the date of this Agreement to remove and replace, or structurally modify the Conversion Structures as contemplated by this Agreement, and shall have a period of four (4) years from the date of this Agreement to install the four (4) Electronic Message Boards contemplated by this Agreement.

7. CLEANING UP. Clear channel at all times shall cause the construction sites to be kept reasonably free from accumulation of waste materials or rubbish resulting from construction of the Project. Following Completion of the Project, Clear Channel shall remove all waste materials and rubbish from and about the Project, as well as all tools, construction equipment, machinery and surplus materials belonging to Clear Channel or Contractor or any of their agents, employees or subcontractors.

8. REMEDIES OF THE CITY. Should Clear Channel default under the terms of this Agreement, then the City may enforce this Agreement by specific performance, complaint for damages, or the pursuit of all other legal, equitable or administrative remedies or relief available to the City from Clear Channel and/or others. All of such remedies shall be cumulative, and none shall be exclusive. If Clear Channel fails to cure any such default after thirty (30) days' prior written notice thereof to the City notifying Clear Channel that a default has occurred as well as what action is needed to cure the default or within such longer period of time as may be reasonable under the circumstances, the city shall be entitled to order the work temporarily halted until such time as the default has been cured and to take such other legal, administrative or practical remedies as may be necessary to protect the City's position under this Agreement.

9. CLEAR CHANNEL'S REMEDIES. Should the City default under the terms of this Agreement, Clear Channel may enforce this Agreement by specific performance, complaint for damages, or the pursuit of all other legal, equitable or administrative remedies or relief available to Clear Channel from the City and/or others. All of such remedies shall be

cumulative, and none shall be exclusive. If the City fails to cure any such default after thirty (30) days' prior written notice (or within such longer period of time as may be reasonable under the circumstances) to Clear Channel notifying the City that a default has occurred as well as what action is needed to cure the default, Clear Channel shall be entitled to avail itself of all rights and remedies under this Agreement and to avail itself of such other legal, administrative or practical remedies as may be necessary to protect Clear Channel's position under this Agreement.

10. LITIGATION COSTS AND EXPENSES. In the event of any controversy, claim, dispute or litigation between the parties hereto to enforce or interpret any of the terms, provisions and conditions of this Agreement or any right of either party hereto, the non-prevailing party to such controversy, claim, dispute or litigation shall pay to the prevailing party all of the prevailing party's reasonable and actual costs and expenses, including reasonable attorney's fees, incurred in connection therewith by the prevailing party and including, without limitation, fees incurred during the trial of any action or fees incurred as a result of any appeal from a judgment entered in such litigation.

11. ENTIRE AGREEMENT; MODIFICATION. This Agreement supersedes all prior discussions and agreements between the parties with respect to the acquisition, design, development and construction of the Project. This Agreement contains the sole and entire understanding between the parties with respect to the transactions contemplated by this Agreement and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of the parties in the same manner as this Agreement is executed.

12. ASSIGNMENT. This Agreement, or any interest herein, may not be assigned by the City. This Agreement, or any interest herein, may not be assigned by Clear Channel without first obtaining the written consent of the City, except that such consent shall not be required in the event that Clear Channel assigns its interests hereunder in conjunction with the sale or transfer of ownership of any of the Sign Structures governed by the terms of this Agreement. In the event of such a transfer, such assignment shall be subject to the assignee's acceptance of the obligations of Clear Channel set forth herein.

13. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns.

14. ASSURANCES. On and after the Date of this Agreement, the City and Clear Channel shall, at the request of the other or representatives of the other, make, execute and deliver or obtain and deliver all such affidavits, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and the intention of this Agreement.

15. SEVERABILITY. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

16. CAPTIONS. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect. All references to particular paragraphs and subparagraphs by number refer to the text of the paragraphs or subparagraphs so numbered in this Agreement.

17. GENDER. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

18. EXHIBITS. Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Exhibit were set forth in full at length every time it is referred to or otherwise mentioned.

19. REFERENCES. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like or similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular paragraph or subparagraph hereof.

20. RIGHTS CUMULATIVE. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

21. NOTICES. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by commercial overnight courier, by hand delivery by reputable courier, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

To City: Snellville, Georgia
2342 Oak Road
Snellville, Georgia 30078-2361
Attn: Butch Sanders, City Manager

With copy to: Anthony O. L. Powell, Esq.
Powell & Edwards
Attorneys at Law, PC
P.O. Box 1390
Lawrenceville, Georgia 30045

To Clear Channel: Clear Channel Outdoor, Inc.
1765 W. Oak Parkway
Suite 700
Atlanta, Georgia 30062
Attn: General Manager

With copy to: Scott Peters, Esq.
Schreeder, Wheeler & Flint, LLP
1100 Peachtree Street NE, Suite 800
Atlanta, Georgia 30303

22. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

23. TIME OF ESSENCE. Time is and shall be of the essence in this Agreement.

24. APPLICABLE LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. It is further agreed that venue for any legal action shall be in Gwinnett County.

25. FORCE MAJEURE. Clear Channel shall be excused for the period of any delay and shall not be deemed to be in default with respect to the performance of any of the terms, provisions and conditions contained in this Agreement when prevented from doing so by a cause or causes beyond Clear Channel's reasonable control, which shall include, without limitation, governmental actions, regulations or controls, fire or other casualty, inability to obtain any materials, acts of God or any other cause not within the reasonable control of Clear Channel.

26. LEGAL STATUS: Upon construction or modification of the respective Conversion Sign Structures as contemplated by this Agreement, such Conversion Sign Structures and the Electronic Message Boards contained thereon shall be deemed conforming signs under the current Sign Ordinance in effect as of the date of execution of this Agreement. If any of the Conversion Sign Structures constructed or modified pursuant to this Agreement are damaged by fire, an act of God, or third parties not under the control of Clear Channel, Clear Channel shall be entitled to repair the damage and restore the Sign Structures to its condition prior to the occurrence of such event.

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IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the Date of this Agreement.

CITY OF SNELLVILLE, GEORGIA

Signed, sealed and delivered
in the presence of:

Unofficial Witness

By: _____
Barbara Bender, Mayor

[AUTHORITY SEAL]

CLEAR CHANNEL OUTDOOR, INC.:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

By: _____

[CORPORATE SEAL]

DRAFT

EXHIBIT A

PROJECT DESCRIPTION

1. Removal of the above-ground portion of the Sign Structure (including both Sign Faces) located at 2992 West Main Street, Snellville, Georgia.
2. Removal of the above-ground portion of the Sign Structure (including both Sign Faces) located at 2000 East Main Street, Snellville, Georgia.
3. Subject to the approval of the property owner, removal of the above-ground portion of the Sign Structure located at 2007 Scenic Highway and replacement thereof with the construction of a new “flag” style Sign Structure and 2 Electronic Message Boards as further shown in Exhibit B.
4. At the option of Clear Channel, either: (a) Structural modification, refurbishment and repainting of the Sign Structure located at 2764 West Main Street, Snellville, Georgia; or (b) removal of such Sign Structure and replacement thereof with a new Sign Structure. This Sign Structure shall be entitled to replace the existing Sign Faces with 2 Electronic Message Boards as further shown in Exhibit C.
5. Repainting of all remaining support structures maintained by Clear Channel within the City Limits of Snellville, Georgia.
6. Clear Channel shall have a period of four years from the date of this Agreement to install the four (4) Electronic Message Boards contemplated hereby, and the installation of static sign faces on the Conversion Sign Structures located at 2007 Scenic Highway or 2764 West Main Street shall not serve to waive or release any rights of Clear Channel to install such Electronic Message Boards within the time period contemplated by this Agreement.

EXHIBIT B

DESIGN DOCUMENTS

EXHIBIT C

DESIGN DOCUMENTS

EXHIBIT D
Proposed Zoning Amendment

CITY OF SNELLVILLE

STATE OF GEORGIA

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PORTIONS OF ARTICLES XII OF THE ZONING
ORDINANCE OF THE CITY OF SNELLVILLE, TO REPEAL CONFLICTING
ORDINANCES, AND FOR OTHER PURPOSES

WHEREAS the Mayor and the Council of the City of Snellville, Georgia, the governing body of the City of Snellville, Georgia, desire to amend Article XII of the Zoning Ordinance of the City of Snellville;

WHEREAS, the Mayor and the Council of the City of Snellville, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the Mayor and Council of the City of Snellville find that all free-standing signs in excess of 15 feet in height, and in excess of six square feet in size, are legal nonconforming Signs under this ordinance; and

WHEREAS, in accordance with Section 12.10, it is anticipated that such nonconforming Billboards would be reduced over time, but due to proper maintenance of such Billboards, such a reduction has not occurred. The Mayor and City Council finds that the conversion of a limited number of such traditional Billboards to Electronic Message Boards in accordance with this Section 12.10A provides an opportunity to reduce the overall number of Billboards in the City, while simultaneously allowing the more effective utilization of the remaining Billboards.

WHEREAS, the Mayor and Council of the City of Snellville, Georgia deem such amendment to be for the betterment and general welfare of the City of Snellville and its inhabitants;

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. Article XII of the Zoning Ordinance of the City of Snellville is hereby amended as follows:

Section 12.10 Nonconforming signs, is hereby amended by adding the following language:

Section 12.10A. – Billboard Conversion and Reduction

- A. *Definitions:* For the purposes of this Section 12.10A, the following words and terms used herein are defined as follows:

Billboard: A free standing sign containing a sign face that is more than 300 square feet in size.

Conversion Structure: A billboard that will be converted to an electronic message board in accordance with the terms of this ordinance.

Electronic Billboard: An electronic message board that will be installed on a conversion structure and operated in accordance with this ordinance. The provisions of Section 12.8 shall not apply to Electronic Billboards except as specifically set forth herein.

Face: That portion of the billboard upon which the advertising message is displayed.

Removal Structure: A billboard that will be removed in accordance with the terms of this Section 12.10A.

B. *Eligibility for use as a Conversion Structure:* Any legal nonconforming billboard existing within the City as of the date of the adoption of this Section 12.10A which is located along State Route 124 or State Route 10/United States Highway 78, and is located no closer than 6,000 feet from the nearest Conversion structure or Electronic Billboard as defined in this section shall be eligible for use as a Conversion Structure hereunder.

C. *Exchange Ratio and Permitting:* Notwithstanding any other provision of this Article, any eligible conversion structure may be modified to an electronic billboard, provided that the applicant remove from within the City of Snellville an equal number of removal structures and faces to be converted. In order to be eligible for use as a removal structure, the entirety of the above-ground portion of the removal structure must be removed. The applicant shall be entitled to obtain a permit, upon proper application, for the conversion of a conversion structure to an electronic billboard, which permit shall provide that the conversion structure may not be converted to an electronic billboard until the removal structure has been fully removed. Each permit shall grant the applicant a period of not less than one year to complete conversion of the conversion structure after removal of the removal structure.

D. *Construction:* In addition to the replacement of the sign face(s) with the electronic billboard, the applicant shall be permitted to structurally modify or replace the conversion structure as may be necessary to comply with current applicable building codes. In addition, the conversion structure may be relocated upon the property so long as such relocation does not increase the height or size of the sign, nor does it increase the degree of nonconformity in regard to applicable setbacks without the prior approval of the Mayor and City Council.

E. *Operation of Electronic Billboards*: Each electronic billboard shall be operated in accordance with the following requirements:

- (1) The electronic billboard may include the entire sign face, but shall not exceed 672 square feet in size;
- (2) Only static messages shall be displayed on the electronic billboard. Each individual static message shall remain unchanged on the display for not less than ten seconds. The change between each static message shall be accomplished within one second, and such change shall not include any scrolling, blinking, fading, frame effects, or other graphics. Animation, flashing, blinking, and video images are prohibited;
- (3) Each electronic billboard shall contain a light sensing device which will adjust the sign face brightness to account for changing ambient light conditions. The maximum brightness produced by each electronic message board sign face shall not exceed three-tenths foot candles above ambient light levels as measured at five feet above the ground at a distance of 250' from the Sign Face.
- (4) Each electronic billboard owner or operator shall provide the City with twenty-four-hour contact information in the event the City needs to notify them of the malfunction of the electronic billboard. In the event of a malfunction of the electronic billboard such that it violates the provisions of this Section 12.10A, or otherwise violates state operational standards, the electronic billboard shall either be turned off, display a blank image, or the display frozen to a single image until it can be repaired.
- (5) Each electronic billboard owner will participate in the National Amber Alert Program, FBI, GBI, and other recognized emergency alert broadcasting systems in regard to the electronic billboard. In addition, such owner will coordinate with the Snellville Police Department to permit the display of local emergency messages where appropriate.
- (6) Where located on a State controlled route, each electronic billboard must obtain all necessary permits from the Georgia Department of Transportation or other applicable regulatory agency(ies).