

**FIRST AMENDMENT TO BILLBOARD BANKING AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
OUTFRONT MEDIA LLC**

**PREAMBLE**

THIS FIRST AMENDMENT is made and entered into this 16<sup>TH</sup> day of DECEMBER, 2020 by and between the City of Santa Clara, a chartered California municipal corporation ("City"), and OUTFRONT Media LLC, a Delaware limited liability company ("Advertiser"). City and Advertiser may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. WHEREAS, the Parties entered into that certain agreement entitled Billboard Banking Agreement by and between the City of Santa Clara, California, and Outfront Media LLC, dated May 11, 2017 ("Original Agreement");
- B. WHEREAS, Pursuant to Section 9 of the Original Agreement, the Original Agreement can be amended with the written consent of both Parties;
- C. WHEREAS, the terms of this First Amendment to the Original Agreement, to which both Parties consent, is intended to modify the Original Agreement as set forth below;
- D. WHEREAS, the Parties entered into the Original Agreement for the purpose of allowing Advertiser to construct a single, two-sided billboard structure (the "Original Proposed Sign") before December 31, 2020, in accordance with the April 2011 City Council Policy Statement for Billboard Relocation Agreements (the "Council Policy");
- E. WHEREAS, the Original Agreement allowed the Advertiser to "bank" the removal of the two-sided static billboard located at 4545 Stevens Creek Boulevard as credit towards construction of a new billboard under the Council Policy. As consideration for allowing the banking of the two sides, Advertiser committed to also remove an additional billboard face, at 2550 Lafayette Street, by December 31, 2020;
- F. WHEREAS, the Original Agreement also committed Advertiser to remove an additional 4 billboard faces prior to construction of the Original Proposed Sign and prior to December 31, 2020, but also acknowledged that such removals were

not required if the Advertiser did not obtain all necessary state and City approvals to construct and operate the Original Proposed Sign prior to December 31, 2020. The additional 4 billboard faces were located at 2983 El Camino Real (2 faces) and 3362 El Camino Real (2 faces);

- G. WHEREAS, although the Original Agreement contemplated that the construction of the Original Proposed Sign would be a two-sided billboard, due to a limited availability of locations capable of supporting operations of a new two-sided billboard, the construction of such as contemplated under the Original Agreement is not feasible, although it is feasible to construct one single-sided billboard ("Single Sign Project"):
- H. WHEREAS, in lieu of constructing the two-sided Original Proposed Sign and removing an additional four faces, the Parties would now like to amend the Agreement to provide for the construction of the Single Sign Project and the removal of only one additional, easterly oriented face at 2983 El Camino Real, in addition to the three faces already committed to be removed (the two faces at 4545 Stevens Creek Boulevard and the one face at 2550 Lafayette Street);
- I. WHEREAS, pursuant to the Original Agreement, Advertiser timely removed the two-sided billboard structure located at 4545 Stevens Creek Boulevard;
- J. WHEREAS, on September 16, 2020, Advertiser submitted an application for a single-sided billboard on property located at 630 Laurelwood Road; and
- K. WHEREAS, on November 24, 2020, Advertiser submitted an application for a demolition permit for the removal of a billboard located at 2550 Lafayette Street.

Now therefore, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby modify the Original Agreement as follows:

#### **AGREEMENT AMENDMENTS**

- 1. Section 1 of the Original Agreement, entitled "Agreement Provisions," is amended to read as follows:  
  
"The term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2021."
- 2. Section 2 of the Original Agreement, entitled "Agreement Provisions" is amended to read as follows:

"Advertiser agrees as follows:

- a. Advertiser shall remove its two-sided billboard structure from 4545 Stevens Creek Boulevard, including the billboard's two faces, within 90 days after the Effective Date of this Agreement, and
  - b. Advertiser shall remove the billboard face at 2550 Lafayette Street by December 31, 2020, and
  - c. Advertiser shall remove the easterly oriented billboard face at 2983 El Camino Real within ninety (90) days of Advertiser securing all government approvals of a Single Sign Project, except that City and Advertiser agree to extend the date for removal of this face in the event there is a legal challenge to any governmental approvals for the Single Sign Project, and the tolling period shall last until the date upon which any legal challenge is resolved in a manner allowing for implementation of the Single Sign Project.
  - d. Notwithstanding section 4 of the Original Agreement, the removal of additional billboards listed in Recital C of the Original Agreement (the westerly face of 2983 El Camino Real, and the two faces at 3362 El Camino Real) is not required unless and until Advertiser secures approval for entitlements for a second billboard face, the terms of which removal shall be negotiated between City and Advertisers under a separate relocation agreement.
3. Section 3 of the Original Agreement is amended to read as follows:

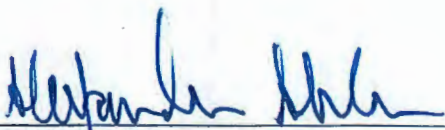
“In exchange for Advertiser’s obligations concerning timely removal of the two-sided billboard structure at 4545 Stevens Creek Boulevard and its obligations concerning removal of the billboard face at 2550 Lafayette Street pursuant to the terms of section 1 of this Agreement, City shall allow Advertiser to continue to “bank” credits for its removal of the two-sided billboard structure from 4545 Stevens Creek Boulevard, including the billboard’s two faces, until December 31, 2021. Thus, in the event Advertiser applies for City approval of the construction of the Single Sign Project, Advertiser may credit the two billboard faces it removed from 4545 Stevens Creek Boulevard toward the total billboard faces required to be removed under the City Council Policy Statement until December 31, 2021.”
4. Except as amended above, all other terms and conditions of the Original Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this First Amendment, the provisions of this First Amendment shall control.

The Parties acknowledge and accept the terms and conditions of this First Amendment as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 12/21/2020

  
for **BRIAN DOYLE**  
City Attorney


  
for **DEANNA J. SANTANA**  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

[SIGNATURES CONTINUED ON NEXT PAGE]

**OUTFRONT MEDIA LLC**  
A Delaware corporation

Dated: 12/3/20

By:   
(Signature of Person executing on behalf of Advertiser)

Printed Name: Rob Shilling

Title: General Manager

Address: 1695 Eastshore Hwy

Berkeley, CA, 94710

Email

Address: rob.shilling@outfrontmedia.com

Telephone: ( 510 ) 527-3350

Fax: ( 510 ) 527-7041

"ADVERTISER"