

DIGITAL BILLBOARD DEVELOPMENT AGREEMENT

THIS DIGITAL BILLBOARD DEVELOPMENT AGREEMENT is made and is effective this ____ day of _____, 2025 (the "Effective Date") by and between the CITY OF IOWA COLONY, an incorporated home rule city in the County of Brazoria in the State of Texas (the "City"), and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Clear Channel"). The City and Clear Channel are hereinafter referred to each as a "Party" and together as the "Parties."

WHEREAS, pursuant to the City's Unified Development Code (the "City Code") and the City of Iowa Colony Sign Ordinance (Ordinance No. 2016-19) (as amended, the "Sign Code"), Clear Channel desires to enter into a development agreement to install, operate, and maintain in the City up to two (2) off-premises electronic signs that are capable of displaying its static copy electronically (each, a "Digital Billboard") in accordance with the Sign Code and the applicable administrative rules of the Texas Department of Transportation ("TXDOT") promulgated as 43 Texas Administrative Code, Part 1, Chapter 21, Subchapter 1, Division 1; and

WHEREAS, this Agreement will provide a public benefit to the City in the form of a reduction in existing off-premises signage within the City; the provision to the City of a community benefit contribution and certain display time on each Digital Billboard to advertise City-sponsored events and other public service messages.

WHEREAS, the City believes that the fulfillment of the terms and conditions of this Agreement will preserve or further the public health, safety and welfare; and

WHEREAS, the parties acknowledge that the foregoing recitals are true and correct and are incorporated herein as a part of this Agreement.

NOW THEREFORE, be it mutually agreed by the parties as follows:

1. Development Requirements. Any Digital Billboards developed under this Agreement must be located on property that is adjacent to State Highway 6 or State Highway 288 within the City's jurisdiction. Such Digital Billboards will have two (2) digital display faces, each measuring fourteen feet by forty-eight feet (14' x 48'), for a total of one thousand three hundred forty-four (1,344) square feet of display area. As required by the Sign Code, in consideration of this development, Clear Channel agrees to voluntarily remove from the City three (3) existing bulletin-sized (14' x 48') outdoor advertising structures from within the City. Such voluntary removals shall occur within thirty (30) days following the Commencement Date, as such term is defined below.

2. Issuance of Sign Permit. The City agrees to issue the sign permit for the Digital Billboards (and any permits necessary for the removal described in Section 1, above) upon execution of this Agreement and the submittal by Clear Channel of a

completed sign permit application to the City that complies with the Sign Code and any other applicable codes.

3. Term. This Agreement shall be in effect commencing the date of the first removal of an existing sign as required in Section 1 above for an initial term of twenty (20) years and renew automatically for subsequent five (5) year terms unless terminated by either party. Termination notice must be given at least ninety (90) days prior to the Agreement renewal date. Termination shall be limited to the duties described in Section 7 and the ability of Clear Channel to construct any unbuilt Digital Billboards.
4. Compliance with Law. While constructing, operating, and maintaining the Digital Billboards, Clear Channel shall comply with all valid and applicable statutes, ordinances, regulations, rules, and orders (including the applicable TXDOT regulations) that concern the Digital Billboard.
5. Community Benefit Contribution. Clear Channel shall pay to the City a one-time "Community Benefit Contribution" in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) for each Digital Billboard constructed pursuant to this Agreement. A Community Benefit Contribution shall be payable by Clear Channel to the City by the first day of the month following the day that all of the following are true: (x) construction of a Digital Billboard is complete; (y) the digital display faces on a Digital Billboard are connected to a permanent power supply; and (z) the digital display faces on a Digital Billboard are capable of displaying digital advertising (such date, the "Commencement Date"). The Community Benefit Contribution shall be designated as approved by the City Council.
6. Representation Regarding Obstructions. The Parties acknowledge and agree that there is considerable development along State Highway 288 or State Highway 6. To the extent that the City has control over the right-of-way along or adjacent to these state-controlled roadways, the City agrees not to permit the placement of maintenance of any object, including vegetation, on any City-controlled areas located near the Digital Billboards.

The Parties further agree that, in the event of a road widening or other public project to be competed in and around the Property that will result in obstruction of the digital display faces on a Digital Billboard, then Clear Channel shall be entitled to increase the height of a Digital Billboard provided that Clear Channel obtains a permit approving such increase. This permit shall not be unreasonably withheld by the City and no additional Community Benefit Contribution shall be required in connection with this permit. Clear Channel acknowledge and agrees that any such height increase will comply with applicable TxDOT regulations.

7. City Messages. As long as Clear Channel operates a digital sign face on a Digital Billboard, Clear Channel agrees to provide to the City, free of charge to the City, the opportunity to display City-sponsored event announcements and non-commercial

public service announcements to promote the civic interests of the City ("City Messages"). The City shall be entitled to display City Messages as one (1) guaranteed spot in a standard eight (8) spot rotation on each digital face of a Digital Billboard for five (5) separate two (2) week periods during each calendar year. This requirement for Clear Channel to provide display time for City Messages shall be for each Digital Billboard installed pursuant to this Agreement. Clear Channel's obligation to provide the City with these blocks of time to display City Messages shall commence on the Commencement Date. The blocks of time are subject to the following conditions and parameters:

a. Each year during the term of this Agreement, the City shall provide notice to Clear Channel of its requested time periods as soon as reasonably possible.

b. The City shall not charge for, or exchange goods or services for, any sign space granted on a Digital Billboard.

c. The City must submit "camera ready art" utilizing formats and protocols acceptable to Clear Channel at least ten (10) business days in advance of the display time. If requested by the City, Clear Channel shall, at no extra cost to the City, create the artwork for the City to display as part of its City Messages. If the City so desires, the City must request such assistance from Clear Channel at least ten (10) business days before the City requires that particular City Message to be displayed.

d. All City Messages are subject to Clear Channel's standard advertising copy rejection and removal policies.

e. If at any time in the future Clear Channel removes the Digital Billboard sign faces from the sign structure or Clear Channel is unable to operate the Digital Billboard, for any reason, the advertising spot commitments in this section shall be automatically terminated and rendered null and void and Clear Channel shall be under no obligation whatsoever to provide the City with any type of free advertising space.

f. It is expressly understood and agreed that City Messages may not include any names, logos or trademarks associated with any third party non-governmental person or entity or any products or any services associated with any third party non-governmental person or entity.

g. The City shall use its allotted time to display City Messages during the year that it is allotted to the City. No unused City Messages time rolls over into another calendar year.

h. Clear Channel may also display City Messages on the Digital Billboard on a space available basis; provided however, that such spots displayed outside of the guaranteed spots listed above may be pre-empted by Clear Channel for any reason, including without limitation the use of such spots for promoting Clear Channel's business, promoting charitable enterprises, or from actively seeking advertisers for such spots.

i. Only as authorized by Texas law and the Texas Constitution, the City shall and hereby does agree to indemnify, defend and hold harmless Clear Channel for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Clear Channel's lost profits or consequential damages or any similar right, of any third party. Clear Channel hereby does agree to indemnify, defend and hold the City harmless for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any Clear Channel message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include lost profits or consequential damages or any similar right, of any third party.

8. Public Service Announcements. In addition to its obligations regarding City Messages, Clear Channel shall coordinate with law enforcement and emergency management authorities to display, when appropriate, local and regional emergency information important to the traveling public including, but not limited to Amber Alerts or emergency management information on the Digital Billboard faces.

9. Clear Channel and City Authority and Status.

a. Clear Channel hereby represents and warrants for the benefit of City all of the following:

- i. That Clear Channel is a duly organized, validly existing limited liability company and in good standing under the laws of its place of organization and of the State of Texas; and
- ii. That Clear Channel's execution of this Agreement is authorized by the resolution, bylaws, or constitution of Clear Channel, which resolution, bylaw or constitution is currently in full force and effect, to execute this Agreement on Clear Channel's behalf and bind Clear Channel thereby; and
- iii. That Clear Channel is duly authorized to perform or to cause to be performed all of the obligations of Clear Channel, or Clear Channel's contractors, subcontractors or other agents, under and in accordance with the terms and conditions of this Agreement.

b. City hereby represents and warrants for the benefit of Clear Channel of the following:

- i. That City's execution of this Agreement is authorized by resolution, of the City, which resolution is currently in full force and effect, to execute this Agreement on the City's behalf and bind the City thereby; and
- ii. That the City is duly authorized to perform or to cause to be performed all of the obligations of City under and in accordance with the terms and conditions of this Agreement.

10. Relationship of Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between Clear Channel and the City. Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way, notwithstanding that this Agreement is binding on and between the Parties.

11. Address and Notice. Unless otherwise provided herein, any notice to be given under this Agreement shall be given in writing and may be given by personal delivery or by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested, addressed to the party as follows:

If to the City, to:

City of Iowa Colony
3144 Meridiana Parkway
Iowa Colony, Tx 77583
Attn: City Attorney

With Copy to:

City of Iowa Colony
3144 Meridiana Parkway
Iowa Colony, Texas 77583
Attn: Robert Hemminger, City Manager

If to Clear Channel:

Clear Channel Outdoor, LLC
12852 Westheimer
Houston, TX 77077
Attn: Vice President of Real Estate

With Copy to:

2325 East Camelback Road, Suite 250
Phoenix, AZ 85016
Attn: Legal Department

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days advance written notice of such change to the other party.

12. General Provisions.

a. This Agreement constitutes the entire agreement between parties with respect to the subject matter and replaces any and all prior Agreements. All amendments to this Agreement must be in writing and executed by both parties.

b. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas, and the sole and exclusive venue for any action arising out of the Agreement shall be in Harris County, Texas.

BY THE CITY

BY CLEAR CHANNEL:

Wil Kennedy
Mayor

Bryan Parker
Executive Vice President
Real Estate and Public Affairs

Date:

Date:
